NEW YORK STATE HOMELESS HOUSING AND ASSISTANCE CORPORATION

RIDER A

For use with AIA A101-2007, Standard Form of Agreement Between Owner and Contractor, 2007 Edition

This Rider is attached to and made a part of the Standard Form of Agreement Between Owner and Contractor (the "Contract") for the construction or rehabilitation of City of , New York (the "Project"). The parties hereto agree that the following covenants, terms, and conditions shall be part of and shall modify or supplement the Contract and that in the event of any inconsistency or conflict between the covenants, terms, and conditions of the Contract and this Rider, the covenants, terms, and conditions of this Rider shall control and prevail.

Article 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Modify **Article 3** by amending the Sections as follows:

§3.1 Modify this Section to add at the end of the parenthesis the following sentence: "The date of commencement shall be fixed in a Notice to Proceed issued by the Owner."

§3.3 a) Modify the first sentence of this Section to read: "The Contractors shall achieve Substantial Completion of the entire Work not later than " " (" ") calendar days from the date of commencement, or as follows:

b) Modify this Section to add at the end of the parenthesis the following paragraph "The liquidated damages provision contained in the Supplementary General Conditions applies only to the Contractor's failure to timely achieve substantial completion and does not limit the Owner's remedies for breach of other provisions of this Agreement. The parties agree that, in the event the Contractor fails to timely achieve Substantial Completion, the Contractor or the Contractor's surety shall pay to the Owner the sum of $ for each calendar day of delay until the work is substantially complete as liquidated damages, and not as a penalty, in order to indemnify the Owner against loss resulting from the breach. It is agreed that the damages that may result from a breach of this agreement are uncertain and difficult to ascertain, and that the agreed amount is a reasonable estimate of probable damage. The liquidated damages provision applies only to the Contractor's failure to timely achieve Substantial Completion and does not limit the Owner's remedies for breach of other provisions of this Agreement."

Article 5 PAYMENTS

Modify **Article 5** by amending the Sections as follows:

§5.1.3 Modify the entire Section to read: "The Owner ( ) shall make payment to the Contractor only after the Application for Payment has been forwarded to New York State for payment approval. After the New York State payment approval process has been completed, the payment shall be forwarded to the Owner ( ) for disbursement. The Owner ( ) shall make payment usually within 60 days after receipt of an Application for Payment."

§5.1.6.2 Delete entire subsection.

§5.1.8 Modify entire Section to read:
"Retainage will be held at the rate of 10%; however, it may be reduced at the sole discretion of the Owner and the Homeless Housing and Assistance Corporation (HHAC), evidenced by written authorization, to 5% at 95% completion of the work, less such amounts as 2.5 times the value of the Punch List, and less 1.5% retainage held for a period of one (1) year after issuance of the Permanent/Final Certificate of Occupancy."

§5.1.9 Modify entire section to read: "Except with the Owner's and HHAC's approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered."

§5.2.1.2 Delete entire subsection.

§5.2.2 Modify this Section by adding new paragraphs **.1** and **.2** to read as follows:

"**.1** A Final Certificate of Occupancy has been issued for the Project; and
.2 A final Certificate for Payment has been issued by the Architect, except for 1.5% of the Contract sum, which shall be retained as security against defects in the construction which appear within a period of one year from the date of Final Completion."

Article 6 DISPUTE RESOLUTION
Modify **Article 6** as follows:

§6.2 Delete entire Article.

Article 8 MISCELLANEOUS PROVISIONS
Modify **Article 8** by amending the Sections as follows:

§8.2 Modify entire Section to read: "Payments due and unpaid under the Contract shall bear Zero (0) percent interest from the date payment in due."

§8.5 Modify entire Section to read: "The Contractor's representative shall not be changed without ten days' written notice to the owner provided said representative is approved in writing by the Owner."

Article 9 ENUMERATION OF CONTRACT DOCUMENTS
Modify Article 9 by amending the Sections as follows:

§9.1.1 Modify by adding the following phrase at the end of the Section: ", including any riders."

§9.1.3 Modify this Section by inserting after headings "Document", "Title", and "Pages":
"1. HHAC RIDER A
2. ARCHITECT'S SUPPLEMENTARY GENERAL CONDITIONS"

§9.1.4 Modify to add after headings "Section", "Title", and "Pages":
"Refer to Exhibit 1, (Table of Contents from the Bid Package)

Exhibit 2, (list Table of Contents separate from technical specifications)"

§9.1.5 Modify to add after headings "Number", "Title", "Date":
"Refer to Exhibit B, List of Drawings"

§9.1.7.2 Modify this Section as follows:
Insert:

"1. All statements, warranties, and representations made by the Contractor in connection with its bid submission or in substantiating its financial status or professional capabilities shall be incorporated into the contract document.

2. M/WBE requirements attached as Exhibit C.

3. Schedule of Values submitted by the Contractor and attached as Exhibit D.

4. Letter of Credit or 100% Payment and Performance Bond to be submitted by the Contractor.

5. Certificates of Insurance to be submitted in forms and amounts approved by the Owner

6. Construction schedule to be submitted by the Contractor prior to the first application for payment.

Modify **Article 9** by adding a new **Section 9.2** to read as follows:

§9.2 Modify to add a new Section to read as follows: "This agreement shall become valid upon approval of HHAC and submission and approval of items 2-6 above."

_____

Signature Date

_____

Signature Date