

**STANDARD FORM OF AGREEMENT BETWEEN  
THE OWNER AND THE CONTRACTOR**

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ between the Owner:

DFA / Bureau of Building, Grounds and Real Property Management  
501 North West Street, Suite 1401B Woolfolk Building  
Jackson, Mississippi 39201

created by Section 7-1-451 et seq., and Section 31-11-1, et seq., *Mississippi Code of 1972, Annotated* and acting for the State of Mississippi; and the Contractor:

Business Name \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_

The Contractor is a (*Check and complete one of the following*):

- ( ) CORPORATION (includes PA, PC, Ltd, LLC, PLLC or Inc.) solely organized and existing under the laws of the State of \_\_\_\_\_ and having its principal office in \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(City) (County) (State)
- ( ) PARTNERSHIP of the following (*List all partners*):  
\_\_\_\_\_  
\_\_\_\_\_
- ( ) SOLE PROPRIETORSHIP

For the following Project:

GS# \_\_\_\_\_  
Title: \_\_\_\_\_  
Using Agency \_\_\_\_\_

CONTRACTOR:

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Name and Title)

OWNER: BUREAU OF BUILDING, GROUNDS AND REAL PROPERTY MANAGEMENT

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
Bureau of Building, Grounds and Real Property Management Director  
(Name and Title)

APPROVED AS TO FORM:

By: \_\_\_\_\_  
(Signature of Attorney)

The Owner and the Contractor agree as set forth in pages one through \_\_\_\_\_, Articles one through \_\_\_\_\_, as follow

## TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

### ARTICLE 1: CONTRACTORS SERVICES AND RESPONSIBILITIES

- 1.1 \_\_\_\_\_ written quotes were received for subject project, with the low quote.bid being made a part of this Contract, as mentioned below.
- 1.2 The Contractor will perform all the work as stipulated in the written quote dated \_\_\_\_\_, being made a part of this Contract.
- 1.3 The inclusion of Contractor's attachment to this Contract is not an acceptance of Contractor's terms and conditions. Any references to Contractor's terms and conditions that do not pertain to the scope or services are not applicable to this Proposal Contract. Contractor expressly accepts all terms and conditions of the State of Mississippi.
- 1.4 The Work to be performed under this Contract shall be commenced with Notice to Proceed and completed within \_\_\_\_\_ days.
- 1.5 The Liquidated Damages are in the amount of Two Hundred Dollars (\$200.00) for each calendar day.
- 1.6 On a Contract over \$5,000.00, *Mississippi Code of 1972*, Section 31-5-51(7), requires *general liability insurance coverage in an amount not less than . . . \$1,000,000.00 for bodily injury and property damage*, with the Insurance Certificate being made a part of this Contract, if applicable; along with Workers Comp Insurance per Code 71-3-5.
- 1.7 On all Contracts, Code 71-3-5 requires Workers Comp when the entity has five (5) or more workers.
- 1.8 Performance Bond per *Mississippi Code of 1972*, Section 31-5-51, as applicable.
- 1.9 Contractor will pay all legally required taxes.

### ARTICLE 2: CONTRACTORS FEE AND PAYMENT

- 2.1 The Owner will pay the Contractor, in current funds for the performance of the work, the contract sum of \_\_\_\_\_ (\$\_\_\_\_\_).
- 2.2 On Contracts over \$25,000.00, the Owner may elect to make progress payments, when certified by the Professional, in accordance with *Mississippi Code of 1972*, Section 31-5-33 and 31-5-51(5).
- 2.3 On Contracts less than \$25,000.00, the Owner shall make one lump sum payment at final completion of the project equal to the total contract amount, in accordance with *Mississippi Code of 1972*, Section 31-5-51(5), being made a part of this Contract.
- 2.4 When a lump sum payment is made on a Contract less than \$25,000.00, a performance bond or payment bond (Contract Bond) will not be required, in accordance with *Code* mentioned in 5.1.2 above. If a Bond is required for Contract over \$25,000.00, please see 6.1.4 herein.
- 2.5 E-Payment and Paymode:: The word "contractor" herein may mean Professional, Vendor, Architect, Engineer, Lessor, etc.

(Currently – July 2009 – the BoB is exempt from E-Invoice.)

The Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The DFA, through the Bureau of Building, Grounds and Real Property Management, agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

Payments by state agencies using the statewide electronic payment and remittance vehicle shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The State, may at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

### ARTICLE 3: MISCELLANEOUS TERMS AND CONDITIONS

- 3.1** Availability of Funds. It is expressly understood and agreed that the obligation of DFA, through the Bureau of Building, Grounds and Real Property Management, to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at anytime, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to DFA, through the Bureau of Building, Grounds and Real Property Management, DFA, through the Bureau of Building, Grounds and Real Property Management, shall have the right upon ten (10) working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to DFA, through the Bureau of Building, Grounds and Real Property Management, of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- 3.2** Applicable Law The Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the state. The Contractor shall comply with applicable federal, state, and local laws and regulations.
- 3.3** Compliance with Laws The Contractor understands that DFA, through the Bureau of Building, Grounds and Real Property Management, is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
- 3.4** Representation Regarding Contingent Fees. The Contractor represents that it has not retained a person to solicit or secure a DFA, through the Bureau of Building, Grounds and Real Property Management, contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's proposal.
- 3.5** Representation Regarding Gratuities. The offeror or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities.
- 3.7** E-Verify – Employee Status Verification System. If applicable, the Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance, and upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit.”
- 3.7** Change in Scope of Work, and Change Orders: DFA, through the Bureau of Building, Grounds and Real Property Management, may order changes in the work, consisting of additions, deletions, or other revisions within the general scope of the Contract. No claims may be made by the Contractor that the scope of the project or of the Contractor’s services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment to the Contract as a change Order signed by DFA, through the Bureau of Building, Grounds and Real Property Management, and the Contractor.
- 3.8** Price Adjustment Methods. Any adjustment in contract price pursuant to a clause in this Contract shall be made in one or more of the following ways:
- (a) by agreement on a fixed price adjustment before commencement of the additional performance;
  - (b) by unit prices specified in the Contract; or
  - (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the Contract.

- 3.9** Oral Statements: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Contract. All modifications to the Contract must be made in writing by DFA, through the Bureau of Building, Grounds and Real Property Management.
- 3.10** Modification or Renegotiation. This agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal, state and/or DFA, through the Bureau of Building, Grounds and Real Property Management, revisions of any applicable laws or regulations make changes in this agreement necessary.
- 3.11** Assignment. The Contractor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this agreement without prior written consent of DFA, through the Bureau of Building, Grounds and Real Property Management,. Any attempted assignment or transfer without said consent shall be void and of no effect.
- 3.12** Independent Contractor The Contractor shall perform all services as an independent Contractor and shall at no time act as an agent for DFA, through the Bureau of Building, Grounds and Real Property Management,. No act performed or representation made, whether oral or written, by Contractor with respect to third parties shall be binding on DFA, through the Bureau of Building, Grounds and Real Property Management,. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of DFA, through the Bureau of Building, Grounds and Real Property Management,; and DFA, through the Bureau of Building, Grounds and Real Property Management, shall no time be legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees.
- 3.13** Contractor Personnel. DFA, through the Bureau of Building, Grounds and Real Property Management, shall, throughout the life of the Contract, have the right of reasonable rejection and approval of staff or Sub-Contractors assigned to the work by the Contractor. If DFA, through the Bureau of Building, Grounds and Real Property Management, reasonably rejects staff or Sub-Contractors, the Contractor must provide replacement staff or Sub-Contractors satisfactory to DFA, through the Bureau of Building, Grounds and Real Property Management, in a timely manner and at no additional cost to DFA, through the Bureau of Building, Grounds and Real Property Management,. The day-to-day supervision and control of the Contractor's employees and Sub-Contractors is the sole responsibility of the Contractor.
- 3.14** Stop Work Order
- (1) Order to Stop Work. DFA, through the Bureau of Building, Grounds and Real Property Management, may, by written Stop Work Order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this Contract. This Order shall be for a specified period not exceeding 90 days after the Order is delivered to the Contractor, unless the parties agree to any further period. Any such Order shall be identified specifically as a Stop Work Order issued pursuant to this clause. Upon receipt of such an Order, the Contractor shall comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to work covered by the Order during the period of work stoppage. Before the Stop Work Order expires, or within any further period to which the parties shall have agreed, DFA, through the Bureau of Building, Grounds and Real Property Management, shall either:
    - (a) cancel the Stop Work Order; or
    - (b) terminate the work covered by such Order as provided in the "Termination for Default" clause or the "Termination for Convenience" clause of this Contract.
  - (2) Cancellation or Expiration of the Order. If a Stop Work order issued under this clause is canceled at any time during the period specified in the Order, or if the period of the Order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the Contract shall be modified in writing accordingly, if:
    - (a) the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
    - (b) the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if DFA, through the Bureau of Building, Grounds and Real Property Management, decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.
  - (3) Termination of Stopped Work. If a Stop Work Order is not canceled and the work covered by such Order is terminated for default or convenience, the reasonable costs resulting from the Stop Work Order shall be allowed by adjustment or otherwise.

- (4) Adjustment of Price. Any adjustment in Contract price made pursuant to this clause shall be determined in accordance with the "Price Adjustment" clause of this Contract.

**3.15** Termination of Contract:

1. Termination for Convenience:

(1) Termination. DFA, through the Bureau of Building, Grounds and Real Property Management, may, when the interests of the State so require, terminate this Contract in whole or in part for the convenience of the State. DFA, through the Bureau of Building, Grounds and Real Property Management, shall give written notification of the termination to the Contractor specifying the part of the Contract terminated and when the termination becomes effective.

(2) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of consultants and orders connected with the terminated work. DFA, through the Bureau of Building, Grounds and Real Property Management, may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to DFA, through the Bureau of Building, Grounds and Real Property Management,. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

2. Termination for Default:

(1) Default. If the Contractor refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified within this Contract, or any extension thereof otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, DFA, through the Bureau of Building, Grounds and Real Property Management, may notify the Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by DFA, through the Bureau of Building, Grounds and Real Property Management, DFA, through the Bureau of Building, Grounds and Real Property Management, may terminate the Contractor's right to proceed with the Contract or such part of the Contract as to which there has been delay or failure to properly perform. In the event of termination in whole or in part, DFA, through the Bureau of Building, Grounds and Real Property Management, may procure similar supplies or services in a manner and upon terms deemed appropriate by DFA, through the Bureau of Building, Grounds and Real Property Management,. The Contractor shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) Contractor's Duties. Notwithstanding termination of the Contract and subject to any directions from DFA, through the Bureau of Building, Grounds and Real Property Management, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the State has an interest.

(3) Compensation. Payment for completed services delivered and accepted by DFA, through the Bureau of Building, Grounds and Real Property Management, shall be at the contract price. DFA, through the Bureau of Building, Grounds and Real Property Management, may withhold from amounts due the Contractor such sums as DFA, through the Bureau of Building, Grounds and Real Property Management, deems to be necessary to protect the State against loss because of outstanding lien holders and to reimburse DFA for the excess costs incurred in procuring similar goods and services.

(4) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of Consultants, the Contractor shall not be in default by reason of any failure in performance of this Contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers performance) if the Contractor has notified DFA, through the Bureau of Building, Grounds and Real Property Management, within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the state and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a Sub-Contractor to perform or make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the Sub-Contractor were reasonably obtained from other sources in sufficient time to permit the Contractor to meet the Contract requirements. Upon request of the Contractor, DFA, through the Bureau of Building, Grounds and Real Property Management, shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable clauses, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause of this Contract entitled "Termination for Convenience".

(5) Erroneous Termination for Default. If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause of this Contract entitled "Termination for Convenience".

(6) Additional Rights and Remedies. The rights and remedies provided under this clause are in addition to any other rights and remedies provided by law or under this Contract

- 3.16** Record Retention and Access to Records. The Contractor agrees that DFA, through the Bureau of Building, Grounds and Real Property Management, or any of its duly authorized representatives at any time during the term of this agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of Contractor related to Contractor's charges and performance under this agreement. All records related to this agreement shall be kept by Contractor for a period of three (3) years after final payment under this agreement and all pending matters are closed unless DFA, through the Bureau of Building, Grounds and Real Property Management, authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Contract has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. Contractor agrees to refund to DFA, through the Bureau of Building, Grounds and Real Property Management, any overpayment disclosed by any such audit arising out of or related in any way to this Contract. However, if any litigation, claim, negotiation, audit or other action has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved.
- 3.17** Ownership of Documents and Work Papers DFA, through the Bureau of Building, Grounds and Real Property Management, shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Project which is the subject of this Agreement, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to DFA, through the Bureau of Building, Grounds and Real Property Management, upon termination or completion of the Agreement. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from DFA, through the Bureau of Building, Grounds and Real Property Management, and subject to any copyright protections
- 3.18** Indemnification To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.
- 3.19** Third Party Action Notification. Contractor shall give DFA, through the Bureau of Building, Grounds and Real Property Management, prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this Contract Agreement.
- 3.20** Notices. All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail postage prepaid, return receipt requested, to the party to whom the notice should be given at the addresses shown on Page 1. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.
- 3.21** Recovery of Money. Whenever, under the Contract, any sum of money shall be recoverable from or payable by the Contractor to DFA, through the Bureau of Building, Grounds and Real Property Management, the same amount may be deducted from any sum due to the Contractor under the Contract or under any other Contract between the Contractor and DFA, through the Bureau of Building, Grounds and Real Property Management, The rights of DFA, through the Bureau of Building, Grounds and Real Property Management, are in addition and without prejudice to any other right DFA, through the Bureau of Building, Grounds and Real Property Management, may have to claim the amount of any loss or damage suffered by DFA, through the Bureau of Building, Grounds and Real Property Management, on account of the acts or omissions of the Contractor
- 3.22** Failure to Enforce. Failure by DFA, through the Bureau of Building, Grounds and Real Property Management, at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of DFA, through the Bureau of Building, Grounds and Real Property Management, to enforce any provision at any time in accordance with its terms.

- 3.23** Transparency. In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this agreement shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>
- 3.24** Closeout Documents. When Contract is \$25,000.00 or over, resulting in a Performance/Payment Bond, unless otherwise notified, the Contractor shall submit to the Owner three (3) copies of the following before final payment is made:
- A. **Request for Final Payment:** AIA Document G702, current edition, completed in full or a computer generated form having similar data.
  - B. **Consent of Surety Company to Final Payment:** AIA Document G707, current edition, completed in full by the Bonding Company.
  - C. **Power of Attorney:** Closeout documents should be accompanied by an appropriate Power of Attorney.
  - D. **Release of Liens and Certification that All Bills Have Been Paid:** AIA Document G706A, current edition, completed in full or a sworn statement and affidavit from the Contractor to the Owner stating that all bills for this job have been paid and that the Owner is released from any and all claims and/or damages.
  - E. **Contractor's Affidavit of Payment of Debts and Claims:** AIA Document G706, current edition, completed in full.
  - F. **Guarantee of Work:** Sworn statement that all work is guaranteed against defects in materials and workmanship for one (1) year from date of Owner's acceptance, except where specified for longer periods.
    - 1. Word the Guarantee as follows, or in a similar manner:  
*We hereby guarantee all work performed by us on the above captioned Project to be free from defective materials and workmanship for a period of one (1) year or such longer period of time as may be called for in the Contract Documents for such portions of the Work.*
    - 2. All guarantees and warranties shall be obtained in the Owner's name.
    - 3. Within the Guaranty period, if repairs or changes are requested in connection with guaranteed work which, in the opinion of the Owner, are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the Contractor shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition building, site, equipment or contents thereof. The Contractor shall make good any work, materials, equipment or contents of said buildings or site which may be disturbed by fulfilling any such Guaranty.
    - 4. If, after notice, the Contractor fails to proceed promptly to comply with the terms of the Guaranty, the Owner may have the defects corrected and the Contractor and his Sureties shall be liable for all expense incurred.
    - 5. All special guarantees applicable to definite parts of the work stipulated in the Project Manual or other documents forming part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guaranty.
- 3.25** Claims: Must be submitted in writing within ten (10) days of first occurrence and subject to Owner's approval.
- 3.26** Concealed Conditions: Contract sum and time are subject to adjustment by Change Orders upon observance of revealed conditions and notice to Owner for verification. All conditions are subject to Owner's approval.
- 3.27** Delays: Notify Owner of claim for extension of time within ten (10) days of beginning of delay for delays beyond control of Contractor. All delays are subject to Owner's approval.
- 3.28** Emergency: Contractor will act to prevent threatened loss. Additional compensation will be credited by Change Order if justified and approved by Owner.
- 3.29** Tests: The Contractor will pay for tests required by code and technical specifications. Notify Owner prior to testing to allow observation.
- 3.30** Additional Tests: Additional tests required by Owner to determine compliance with documents will be paid for by Contractor if results show failure and paid for by Owner if in compliance.
- 3.31** Weather: Extension of time will be granted only for conditions exceeding normal weather expectations that affect progress of work. Submit justification to Owner for consideration and approval.

## ARTICLE 4: GENERAL REQUIREMENTS

- 4.1 Scope of Work:** Provide all supervision, labor, materials and equipment required to complete the project.
- 4.2 Pre-Construction Conference:** Attend the Pre-Construction Conference as set by Owner prior to beginning Work at site.
- 4.3 Codes:** Comply with current editions of all applicable codes including, but not limited to:
- |                               |                                      |                             |
|-------------------------------|--------------------------------------|-----------------------------|
| International Building Code   | International Existing Building Code | International Plumbing Code |
| International Mechanical Code | International Fuel Gas Code          |                             |
| International Electrical Code | International Fire Code              |                             |
- 4.4 Permits:** Local building permit is not required; however, Contractor shall obtain and pay for all other legally required permits and fees required to execute the Work.
- 4.5 Existing Conditions:** Contractor shall verify all conditions affecting new Work.
- 4.6 Materials:** New and without defect.
- 4.7 Substitutions:** Mention of specific product by brand name indicates quality standard, and equal products may be submitted for Owner consideration and approval.
- 4.8 Workmanship:** Installation per manufacturer's instructions in accordance with best trade standards by skilled craftsmen. Conceal fastenings where practical.
- 4.9 Use of Site:** Conform to normal operating hours and abide by published rules of site.
- 4.10 Tests:** Submit a copy of all required test results to Owner. Indicate whether tests show compliance or failure.
- 4.11 Cleaning:** Keep work area broom clean. Protect existing facilities outside of work area free of construction dust. Clean installed products per manufacturer's instruction. Remove all construction debris from site at completion of Work.
- 4.12 Temporary Facilities:** Contractor may connect to and use existing utilities as available at the site without cost. Contractor may use existing toilet facilities if they can be kept clean by Contractor.
- 4.13 Guarantee:** Workmanship and materials for one year after final acceptance unless specifically required otherwise in technical specifications.
- 4.14 Close-out:** Submit the following to the Owner:
1. Request for Payment
  2. Statement that Work is complete
  3. Guarantees, if required
  4. Operation and maintenance manuals
  5. One set of documents indicating all changes
  6. Other documents regarding Contract Bond, if required (Affidavit of Payment of Debts/Claims (AIA Form G706); Affidavit of Release of Liens (AIA Form G706A); Consent of Surety Company to Final Payment (AIA Form G707); Power of Attorney; etc.)