

COMPLETE FIRM NAME JOINT CONTRACTOR OR SUBCONTRACTOR	NATURE OF WORK TO BE PERFORMED

J. LIQUIDATED DAMAGES

Liquidated damages in the sum stated in the Special Conditions will be deducted from the Contractor's final payment if the work is not completed within the time specified in this solicitation and any time extensions granted in writing to the Contractor by the State.

K. COMPENSATION

All payments shall be made in the manner and at the times indicated in the Contract Documents.

It is understood and agreed that the compensation paid by the State to the Contractor shall include all expenses incurred by the Contractor for all loss or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulty encountered in the prosecution of the work; for all risks of every description connected with the work; and for all expenses incurred by or in consequence of the suspension or discontinuation of the work, except as set forth in the General Conditions.

It is further agreed by the parties that any portion of the Contract price payable to the Contractor out of federal funds shall be paid to the Contractor only when such federal funds are received, and this contract shall not be construed as binding the State to pay said portion out of any fund other than those which are received from the Federal government.

It is further understood that the compensation owed under this Contract shall be made by the DAGS and the State Department of Defense (DOD). The CONTRACTOR shall submit to DAGS for review and approval its original invoices billed to DAGS and DOD and supporting documentation. When the invoice is being paid with Federal funds, DAGS will forward all approved invoices to the DOD for processing, and DOD shall make any payments directly to the CONTRACTOR. DAGS shall make any payments directly to the CONTRACTOR.

L. GUARANTY OF WORK

The Contractor agrees to guaranty all work under this Contract for the period(s) stipulated in the Contract Documents from the project acceptance date.

If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are deficient, inferior, or not in accordance with