

Grant No.: _____

**SPECIAL CONDITIONS OF CONTRACT
REQUIRED BY HISTORIC PRESERVATION GRANT AWARD AGREEMENT**

Grant Project Name: _____

Contract Amended/Execution Date: _____

Parties:

1. _____ (Owner)
2. _____ (Architect/Consultant/Contractor)
circle one

These Special Conditions shall supplement and become part of the above referenced Contract and shall supersede any conflicting provisions of said Contract.

1. Equal Employment Opportunity Compliance

The Architect/Consultant/Contractor shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Title I of the Americans with Disabilities Act of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs, or disability be subject to discrimination under any program or activity which the Architect/Consultant/Contractor has agreed to undertake by and through the covenants and provisions set forth in this Contract.

2. Access to Records

The Architect/Consultant/Contractor shall keep and maintain financial, invoice, and employment records pertaining to the contractual obligation between the Parties for pre-audit and post-audit purposes for a period of five (5) years following the completion of all project work, or until all claims and audit findings involving these records have been received, whichever is later. The Owner, the Florida Department of State, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Architect/Consultant/Contractor which are directly pertinent to this Contract, for the purpose of making audit, examination, excerpts, and transcription.

3. Termination**3.1 Termination by Owner**

- 3.1.1 The Owner may terminate this Contract if the Architect/Consultant/Contractor:
1. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 2. Fails to make payment to Subcontractors for materials or labor in accordance with the respective contracts between the Architect/Consultant/Contractor and the Subcontractors;
 3. Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 4. Otherwise is guilty of substantial breach of a provision of the Contract.
- 3.1.2 When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Architect/Consultant/Contractor and the Architect/Consultant/Contractor's surety, if any, seven days written notice, terminate

employment of the Architect/Consultant/Contractor and may, subject to any prior rights of the surety:

1. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Architect/Consultant/Contractor;
2. Accept assignment of subcontracts;
3. Finish the Work by whatever reasonable method the Owner may deem expedient.

3.1.3 The Architect/Consultant/Contractor will be compensated for any work satisfactorily completed in accordance with this Contract prior to notification of termination.

3.2 Termination by the Architect/Consultant/Contractor

3.2.1 The Architect/Consultant/Contractor may terminate the Contract if the Work is stopped for a period of 30 days through no act or fault of the Architect/Consultant/Contractor or a Subcontractor, Sub-subcontractor or other agents or employees or any other persons performing portions of the Work under agreement with the Architect/Consultant/Contractor, for any of the following reasons:

1. Issuance of an order of a court or other public authority having jurisdiction;
2. An act of government such as a declaration of national emergency, making material unavailable;
3. Because the Architect has not issued a Certificate for Payment and has not notified the Architect/Consultant/Contractor of the reason for withholding such certification, or because the Owner has not made payment on a Certification of Payment within the time stated in the Contract;
4. If repeated suspensions, delays or interruptions by the Owner constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less; or
5. The Owner has failed to furnish to the Architect/Consultant/Contractor promptly, upon the Architect/Consultant/Contractor's request, reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract.

4. Project Duration

4.1 Complete one of the following, as is applicable to the Contract:

4.1.1 The project work covered under this Contract shall be completed on or before _____, 20____.

4.1.2 The project work shall be completed within _____ days of the date of execution of the Contract.

Owner

Architect / Consultant / Contractor

Address

Address

By

By

Date

Date