

(3) EACH PROCUREMENT CONTRACT SHALL INCLUDE A CLAUSE THAT GIVES TO THE PARTIES NOTICE THAT PREEXISTING REGULATIONS APPLY TO THE PROCUREMENT CONTRACT.

(4) AT ANY TIME AFTER THE PARTIES ENTER INTO A PROCUREMENT CONTRACT THEY MAY INCLUDE ADDITIONAL CLAUSES IN THE PROCUREMENT CONTRACT, BY CONSENT, WITHOUT CONSIDERATION.

(5) A CLAUSE REQUIRED UNDER THIS SECTION FOR CONTRACT MODIFICATION OF OR CHANGE ORDERS TO A PROCUREMENT CONTRACT FOR CONSTRUCTION SHALL:

(I) MAKE EACH CONTRACT MODIFICATION OR CHANGE ORDER THAT AFFECTS THE PRICE OF THE PROCUREMENT CONTRACT SUBJECT TO:

1. PRIOR WRITTEN APPROVAL FROM THE UNIT AND ANY OTHER PERSON RESPONSIBLE FOR THE PROCUREMENT CONTRACT; AND

2. PRIOR CERTIFICATION BY THE FISCAL AUTHORITY RESPONSIBLE FOR THE UNIT ABOUT:

A. THE AVAILABILITY OF MONEY; AND

B. THE EFFECT OF THE CONTRACT MODIFICATION OR CHANGE ORDER ON THE PROJECT BUDGET OR THE TOTAL CONSTRUCTION COST; AND

(II) PROHIBIT THE CONTRACT MODIFICATION OR CHANGE ORDER IF THE CERTIFICATION BY THE FISCAL AUTHORITY DISCLOSES THAT THE CONTRACT MODIFICATION OR CHANGE ORDER WILL INCREASE THE COST BEYOND BUDGETED AND AVAILABLE MONEY, UNLESS:

1. SUFFICIENT ADDITIONAL MONEY IS MADE AVAILABLE; OR

2. THE SCOPE OF THE PROJECT IS ADJUSTED TO ALLOW COMPLETION WITHIN THE PROJECT BUDGET.

1-106.4.

(A) IN THIS SECTION, "EMERGENCY" MEANS A SUDDEN AND UNEXPECTED OCCURRENCE OR CONDITION, WHICH AGENCY MANAGEMENT REASONABLY COULD NOT FORESEE, THAT REQUIRES AN ACTION TO AVOID OR TO MITIGATE SERIOUS DAMAGE TO PUBLIC HEALTH, SAFETY, OR WELFARE.

(B) (1) THE PROCUREMENT OFFICER MAY MAKE AN EMERGENCY PROCUREMENT BY ANY METHOD THAT THE PROCUREMENT OFFICER CONSIDERS MOST APPROPRIATE TO AVOID OR MITIGATE SERIOUS DAMAGE TO PUBLIC HEALTH, SAFETY, OR WELFARE.

(2) THE PROCUREMENT OFFICER SHALL:

(I) OBTAIN AS MUCH COMPETITION AS POSSIBLE UNDER THE CIRCUMSTANCES;