

REVISOR'S NOTE: This section is new language derived without substantive change from former SF §§ 11-101(w), 11-122(c), and 11-129.

In subsection (e)(1) of this section, the reference to "subsection (d) of this section" is substituted for the former reference to "§ 11-129(a) of this [former] subtitle", which seemed erroneous in light of the further reference to "automatic termination".

Subsection (e)(2) of this section is revised as a required clause in multi-year contracts, rather than as an effect of termination, for clarity.

Defined terms: "Board" § 11-101
 "Primary procurement units" § 11-101
 "Procurement contract" § 11-101 "Services" § 11-101
 "Supplies" § 11-101 "Unit" § 11-101

13-218. REQUIRED CLAUSES -- IN GENERAL.

(A) IN GENERAL.

EACH PROCUREMENT CONTRACT SHALL PROVIDE-FOR INCLUDE CLAUSES COVERING:

- (1) TERMINATION BY-THE-STATE FOR DEFAULT;
- (2) TERMINATION WHOLLY OR PARTLY BY THE STATE FOR ITS CONVENIENCE IF THE HEAD OF THE PRIMARY PROCUREMENT UNIT DETERMINES THAT TERMINATION IS APPROPRIATE;
- (3) THE UNILATERAL RIGHT OF THE STATE TO ORDER IN WRITING:
 - (I) CHANGES IN THE WORK, IF THE CHANGES ARE WITHIN THE SCOPE OF THE PROCUREMENT CONTRACT; AND
 - (II) A TEMPORARY STOP OR DELAY IN PERFORMANCE;
- (4) VARIATIONS THAT OCCUR BETWEEN ESTIMATED AND ACTUAL QUANTITIES OF WORK IN A PROCUREMENT CONTRACT;
- (5) LIQUIDATED DAMAGES, AS APPROPRIATE; AND
- (6) SPECIFIED EXCUSES FOR NONPERFORMANCE.

(B) DIFFERING SITE CONDITION CLAUSE.

IN ADDITION TO THE CLAUSES REQUIRED UNDER SUBSECTION (A) OF THIS SECTION, A PROCUREMENT CONTRACT FOR CONSTRUCTION SHALL INCLUDE A CLAUSE PROVIDING FOR CONTRACT MODIFICATION IF THE