TERMINATION OF CONTRACT

- If, through any cause, the successful bidder shall fail in a timely and proper manner to fulfill their obligations under this contract or if the contractor shall violate any of the requirements of this contract, the OWNER shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the OWNER of any obligation for balances to the contractor of any sum or sums set forth in the contract.

- Notwithstanding the above, the contractor shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the contract by the contractor and the OWNER may withhold any payments to the contractor for the purpose of set off until such time as the exact amount of the damage due to the OWNER from contractor is determined.

- The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers for payment for work performed or goods supplied arising out of the lawful termination of the contract by the OWNER under this provision.

- In case of default by the successful bidder, the OWNER may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.

- Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such finds, the OWNER reserves the right to cancel this contract.