



## 1. Arizona Lien Law Compliance

- **Mechanic's Lien Notice:** SS Construction may file a mechanic's lien on the property to secure payment under Arizona Revised Statutes. The Owner acknowledges this right and understands lien-related costs are the Owner's responsibility.
- **Preliminary 20-Day Notice:** Provided as required by law.

## 2. Payment Terms

- Payments follow Arizona's **Prompt Pay Act (A.R.S. §§ 32-1181 to 32-1188)**.
- Deposits and progress payments are required as outlined in estimates.
- Permit fees will be invoiced at actual cost plus 10% processing.
- Time spent on permitting is billed at \$80/hour.

## 3. Timeline & Delays

- Project schedules are estimates only.
- Delays may occur due to weather, permitting, material shortages, inspections, or other conditions.
- Substantial delays will be documented by Change Order.

## 4. Extreme Weather Conditions

- Work may be paused during **high heat (100°F+)** or severe storms to ensure safety and quality.

## 5. Permits & Inspections

- SS Construction will obtain permits unless agreed otherwise in writing.
- Owner is responsible for all permit and inspection costs.
- Owner must provide access for required inspections.

## 6. Insurance & Liability

- Licensed, Bonded, and Insured in Arizona. ROC# KB-1 344966.
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- Liability limited to damages caused by Contractor negligence, not exceeding total contract price.
- Not responsible for pre-existing damage or undisclosed site conditions.
- General liability and workers' compensation insurance maintained.

## **7. Warranty**

- **2-Year workmanship warranty.**
- Materials: new and of good quality unless otherwise stated.
- Excludes: normal wear, Acts of God, owner-supplied materials, hidden conditions.

## **8. Change Orders & Extra Work**

- All changes must be authorized in writing.
- Price adjustments apply for code-required work, design defects, or material/labor increases over 10%.

## **9. Price Escalation Clause**

- Contractor may adjust pricing if material/labor costs increase by more than 10% from estimate date.
- All changes documented via Change Order.

## **10. Owner-Supplied Materials**

- Contractor not liable for defects, delays, or damage from Owner-provided materials.

## **11. Site Access & Utilities**

- Owner must provide jobsite access, power, and water.
- Owner may not interfere with work or hire other contractors during project.

## **12. Matching Disclaimer**

- Exact material/finish matches cannot be guaranteed.
- Contractor will make reasonable effort to blend.

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### **13. Hazardous Materials**

- Contractor is not responsible for asbestos, mold, lead, or other hazardous materials unless explicitly included in scope.

### **14. Photo Use & Marketing**

- Contractor may take photos of project for documentation and marketing, excluding sensitive information.

### **15. Project Sign**

- Contractor may display a small sign (max 2' x 3') with company name and contact info during project.

### **16. Material Storage**

- Materials delivered onsite become Owner's responsibility unless agreed otherwise.

### **17. Right to Cancel (Residential)**

- Residential clients may cancel within 3 business days per state and federal law.

### **18. Force Majeure**

- Neither party is liable for delays due to natural disasters, labor strikes, or other uncontrollable events.

### **19. Dispute Resolution**

- Disputes first handled informally, then mediation.
- If unresolved, binding arbitration in **Maricopa County, Arizona**.
- Prevailing party entitled to attorney fees and costs.



## 20. Termination

- Owner may terminate with 7-day written notice if Contractor fails to perform.
- Contractor may terminate if Owner fails to pay or obstructs work.
- All completed work must be paid for prior to termination.

## 21. Indemnification

- Owner indemnifies Contractor for unsafe conditions or Owner-supplied materials.
- Contractor indemnifies Owner for damages caused by Contractor's negligence.

## 22. Public Works & Government Contracts

- SS Construction complies with applicable **Davis-Bacon Act**, **Miller Act**, and Arizona public works statutes.
- Prevailing wages and certified payroll provided where required.

## 23. Governing Law & Venue

- Governed by **Arizona law**.
- Venue for disputes is **Maricopa County**.

## 24. Entire Agreement

- These Terms, combined with signed estimate and change orders, represent the full contract.
- No verbal agreements are binding unless confirmed in writing.

## 25. Regulatory Rights

- The Arizona Registrar of Contractors may receive complaints regarding workmanship.
- ROC Phone: 602-542-1525 | Website: [www.roc.az.gov](http://www.roc.az.gov)