

## MISSISSIPPI SUPPLEMENTAL TERMS AND CONDITIONS

VERSION 1.0, REVISED DECEMBER 1, 2019

### 1. WORKING CONDITIONS.

- 1.1 Subcontractor shall comply promptly with any requests by Contractor relating to the emphasis or relative emphasis to be placed on various aspects of the Work, or to such other matters pertaining to said Work as are indicated of concern to Owner.
- 1.2 Subcontractor must be licensed to perform the Work under the laws, rules, and regulations of the State of Mississippi. Subcontractor shall only use duly licensed subcontractors in connection with Work.
- 1.3 Subcontractor shall enforce strict discipline and good order among Subcontractor's employees, agents, independent contractors, and subcontractors' employees. Subcontractor shall not permit employment of persons not skilled in tasks assigned to them. Owner or Contractor may, by written notice, request Subcontractor to remove from the Work or Project site any person who Owner or Contractor reasonably deems incompetent, careless, or otherwise objectionable.

### 2. PUBLIC PROJECTS.

In any contract for the purpose of making any public improvements or constructing any public building or making repairs to or performing maintenance on the same, the below provisions apply. To the extent that any of the provisions of this Article 2 conflict with the general payment provisions of the Standard Terms & Conditions, the provisions of this Article shall control, but only with respect to public projects.

#### 2.1 Liens.

Under Mississippi law, liens are not permissible for projects on public property. Therefore, neither Subcontractor, any Lower Tier Subcontractor, nor any Lower Tier Supplier may file or seek to file a lien against the project undertaken under this Agreement. If the any Lower Tier Subcontractor or Lower Tier Supplier files a lien against the project, Subcontractor shall post a bond or otherwise discharge the lien within seven (7) days or Contractor will take any and all steps necessary to discharge the lien without notice to the Subcontractor and change Subcontractor for all costs incurred by the Contractor, including attorneys' fees, court costs, and expert witness fees.

### 3. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.

Each and every provision of laws and clauses required by law to be inserted in this Subcontract Agreement and will be deemed to be inserted herein and incorporated by reference. The Subcontract Agreement will be read and enforced as though it were included and if—through mistake or otherwise—any such provision is not inserted or not correctly inserted, then upon the application of other party the Subcontract Agreement will be amended to make such insertion.