

**ARTICLE 10**

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**DISCOUNTS, REBATES AND REFUNDS**

- 10.1 All cash discounts shall accrue to the Contractor unless the Owner deposits funds with the Contractor with which to make payments, in which case the cash discounts shall accrue to the Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be secured.

*(Here insert any provisions relating to deposit by the Owner to permit the Contractor to obtain cash discounts.)*

**ARTICLE 11**

**SUBCONTRACTS AND OTHER AGREEMENTS**

- 11.1 All portions of the Work that the Contractor's organization does not perform shall be performed under Subcontracts or by other appropriate agreement with the Contractor. The Contractor shall request bids from Subcontractors and shall deliver such bids to the Architect. The Owner will then determine, with the advice of the Contractor and subject to the reasonable objection of the Architect, which bids will be accepted.
- 11.2 All Subcontracts shall conform to the requirements of the Contract Documents. Subcontracts awarded on the basis of the cost of such work plus a fee shall also be subject to the provisions of this Agreement insofar as applicable.

**ARTICLE 12**

**ACCOUNTING RECORDS**

- 12.1 The Contractor shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the system shall be satisfactory to the Owner. The Owner shall be afforded access to all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract, and the Contractor shall preserve all such records for a period of three years, or for such longer period as may be required by law, after the final payment.

**ARTICLE 13**

**APPLICATIONS FOR PAYMENT**

- 13.1 The Contractor shall, at least ten days before each payment falls due, deliver to the Architect an itemized statement, notarized if required, showing in complete detail all moneys paid out or costs incurred by him on account of the Cost of the Work during the previous month for which he is to be reimbursed under Article 5 and the amount of the Contractor's fee due as provided in Article 6, together with payrolls for all labor and such other data supporting the Contractor's right to payment for Subcontracts or materials as the Owner or the Architect may require.