School Building Authority of West Virginia

NOTICE OF DEFECTIVE OR NON-CONFORMING WORK

**SBA FORM 406-A**

Project Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To: Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

You are hereby notified that the following work has been found to be defective or not in accordance with the Contract Documents:

See Attached EXHIBIT Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Notice of Defective or Non-Conforming work is a demand of the Contract Administrator that the above identified rejected work shall be brought into conformity with the Contract Documents by no later than the time fixed herein below. Failure on the part of the Contractor to comply with this demand within the time allowed with constitute a breach of contract and will, in addition, constitute neglect and failure to perform pursuant to which neglect and failure, the Owner will, after \_\_\_\_\_ (\_\_) days written notice to the Contractor, be entitled under the terms of the General Conditions to make good the above mentioned deficiencies with deduction of the cost thereof from any payment due to become due to the Contractor.

The General Conditions provides that the Contractor shall promptly correct all work rejected and that the Contractor shall bear all costs of correcting such rejected work. It is the opinion of the Contract Administrator that taking all circumstances into consideration, the Contractor must have completed the aforesaid no later than the close of the business day on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The designation of the space of time allowed is not an extension of time, does not alter the pace of the construction progress schedule, and does not extend the time for making good deficiencies on any earlier notices of defective or non-conforming work. It is the time within which the deficiencies must have been made good or the omissions supplied under pain of giving rise to a right of the Owner to have the work performed directly and promptly at the expense of the Contractor.

Sincerely,

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CC: Owner Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SBA Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Clerk-of-the-Works: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_