This Agreement made this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Corporation, a \_\_\_\_\_\_\_\_\_\_\_\_ corporation qualified to do business in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter "Company"), and a corporation qualified to do business in \_\_\_\_\_\_\_\_\_\_\_\_, having an address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter "Contractor").

In consideration of the promises and covenants hereinafter made and to be performed, the parties hereto mutually agree as follows:

Article A -- Scope of Work

A.1.The scope of work ("Scope of Work") consists of the performance and supply of all the work described in Appendix I attached hereto and made a part hereof (including all attachments thereto), on the premises leased by the \_\_\_\_\_\_\_\_\_\_\_\_\_ Board of \_\_\_\_\_\_\_\_\_\_\_\_\_ County (hereinafter called the "Board") to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which Board has engaged Company to construct the project on which the work hereunder is to be performed, all in a good and workmanlike manner and in strict accordance with the requirements and provisions of said Appendix I, Appendix II (entitled "Insurance Provisions"), revised \_\_\_\_\_\_\_, Appendix III (entitled "Jobsite Work Rules"), revised \_\_\_\_\_\_\_, and the General Conditions of the Contract, revised \_\_\_\_\_\_\_, which are also attached hereto and made a part hereof. The term "Contract" means this Field Service Agreement, the General Conditions of the Contract, and the Appendices attached hereto.

A.2.Unless otherwise specified herein, the Contractor shall furnish all of the equipment and all of the supervisory, accounting, and other services and labor necessary to perform all the work as described in the documents referred to in Article A.1. above.

Article B -- Time of Completion

B.1.Unless otherwise specified herein, the work to be completed under this Agreement shall be commenced within fifteen (15) days after the written authorization of Company to proceed and shall be diligently carried on by the Contractor so that it shall be completed at the earliest possible time and in accordance with the schedules established pursuant to the General Conditions of the Contract.

B.2.The parties hereto realize that Company will suffer damages in the event the Contractor does not complete the work on time, but that the extent of such damages may be difficult to ascertain. Therefore, in the event the Contractor fails to complete the work within the period stipulated in the Contract, subject to the provisions of Article X of the General Conditions of Contract, the Contractor shall pay Company as liquidated damages, but not as a penalty, an amount equal to 2 percent of the Contract Price for each complete week of delay, to compensate Company for such delay. This provision for liquidated damages is solely applicable to the failure by the Contractor to complete the work on time and is not applicable to the breach or default by the Contractor of any other provision of the Contract.

B.3.In addition to the liquidated damages stipulated above, the Contractor shall also be responsible and liable for any damages or losses suffered in respect of the inability of other contractors to perform in any way because of the Contractor's failure to comply with the performance schedules.

Article C -- Contract Price

The total price to be paid by Company to the Contractor for the work to be performed hereunder is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ U.S. dollars (U.S. $\_\_\_\_\_\_\_) (the "Contract Price").

Article D -- Payment

The Contract Price shall be paid as follows:

D.1.Invoices shall be submitted by the Contractor to Company monthly covering the work executed by the Contractor during the preceding calendar month.

D.2.Within thirty (30) days after receipt of each invoice, Company shall pay to the Contractor 90 percent of the undisputed amount of said invoice, less any payments previously made on account of the items covered by said invoice.

D.3.Two-thirds (2/3) of the 10 percent of each invoice that is held back under Article D.2. shall be paid by Company to the Contractor within sixty (60) days after the completion of the work by the Contractor or within thirty (30) days after the acceptance certificate is issued in accordance with the provisions of Article XXVI of the General Conditions of the Contract, whichever is later. The remaining one-third (1/3) of the holdback shall be paid by Company within thirty (30) days following the start-up and operation on a sustained basis of the process equipment included in the Scope of Work, provided that if the Scope of Work does not include erection or installation of process equipment, said remaining one-third (1/3) of the holdback shall be paid within ninety (90) days of the due date for the payment of the first two-thirds (2/3).

D.4.The Contractor shall maintain a record of all expenditures, classified and coded in accordance with instruction of Company, and will utilize Company's forms therefor. The Contractor's records shall be available for inspection by Company at all times. The Contractor will close out and submit reports in such detail as is satisfactory to Company, including a balance statement, not later than ten (10) days after the end of each calendar month.

D.5.Notwithstanding anything contained herein, no payment shall be made by Company for any equipment delivered hereunder unless and until it has been tested and accepted by Company, following which payment shall be made in accordance with Articles D.1. through D.4. above.

Article G -- Entire Contract

This Field Service Agreement, together with the General Conditions of the Contract and the Appendices attached hereto, constitutes the entire agreement between Company and the Contractor with respect to the items set forth herein and therein, and there are no representations, understandings, or agreements, oral or written, which are not included herein. The Contract cannot be changed or modified except in writing, signed by duly authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Field Service Agreement by their duly authorized officers on the day and year first above written.

ATTESTCOMPANY

(or Witness)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ATTESTBy: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(or Witness)CONTRACTOR

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Appendix I

SCOPE OF WORK

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Appendix II

INSURANCE PROVISIONS

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Appendix III

JOBSITE WORK RULES

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