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Name of CONTRACTOR

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Mailing Address of CONTRACTOR

This Agreement shall be effective for the term beginning as of the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_, and ending \_\_\_\_\_\_\_\_, 20\_\_, and is intended to eliminate the necessity of preparing individual contracts on future occasions that we might wish to arrange with you to furnish labor, materials, and supervision, or any of them, to Company (OWNER). Any purchase order of OWNER, specifications, plans, or schedules approved in writing by OWNER and CONTRACTOR shall be considered part of the Agreement.

 1.SCOPE OF WORK

Subject to the terms and conditions of this Agreement, CONTRACTOR undertakes to provide OWNER with the work or services described in any purchase orders which may be issued by OWNER and accepted by CONTRACTOR from time to time during the term of this Agreement (the Work).

 2.TERM

Work shall be started and shall be substantially completed on the dates specified in any applicable schedule delivered by OWNER to CONTRACTOR. Notwithstanding anything above to the contrary, unless CONTRACTOR is otherwise advised by OWNER in writing, the term of this Agreement shall be extended until completion of any work or services in progress.

 3.COMPENSATION

 (a)It is agreed that any Work to be furnished during the term of this Agreement shall be furnished for the following lump-sum amount \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OR at the rates set forth on Exhibit A attached hereto.

 (b)No overtime work or premium rates will be paid or authorized by CONTRACTOR unless OWNER has expressly approved such payment in writing; provided that persons expressly designated in writing by OWNER for such purpose may give oral approval to spot overtime work.

 (c)In the event of time and material work, CONTRACTOR must give thirty (30) days' advance written notice if it changes rates. No rate change or cost change will be effective until accepted by OWNER in writing. Such change will not apply to any Work in progress at time of notice without OWNER's written consent.

 4.PAYMENT

 (a)For lump-sum work, CONTRACTOR shall have the right to request that OWNER make partial payments; provided, however, that OWNER shall have the right to withhold up to and including \_\_\_\_\_\_ percent of the amount of any invoice submitted to OWNER by CONTRACTOR for labor, supervision, and materials furnished by the CONTRACTOR up to the time of completion and, if applicable, \_\_\_\_\_ percent of the total contract price set forth above. Payment of said retainage shall be due upon OWNER's acceptance of all work.

 (b)Each invoice must, in addition to total charges, show separately on its face the labor costs or equipment costs, as applicable, material costs, and any applicable freight charges and sales and use taxes. For reimbursable work, time sheets, equipment logs, material tickets, or similar supporting documentation must be signed by OWNER's representative. This substantiation or any other evidence the OWNER may require shall be attached to the invoice. In addition, any applicable markups such as fringe benefits, unemployment taxes, workers' compensation insurance, payroll taxes, overhead and profit, etc., must be itemized.

 (c)Subject to Paragraph (b) above, OWNER shall pay CONTRACTOR's invoice in accordance with OWNER's payment terms.

 5.CHANGES IN THE WORK

OWNER may require CONTRACTOR to make minor changes in the Work which do not involve extra cost. Otherwise, no changes (except emergency work necessary to protect life or property) shall be made without a written change order which shall include OWNER's agreement to any extra charges.

CONTRACTOR shall permit and facilitate the inspection of the work by OWNER at any time, and it is agreed that OWNER's engineer may from time to time furnish additional instructions or drawings necessary for the proper execution of this Work.

 6.SURETY BONDS

Unless specifically waived by OWNER in writing, CONTRACTOR at its own expense shall furnish a surety bond in the amount of the contract price in a company acceptable to OWNER covering the faithful performance of all of CONTRACTOR's obligations hereunder, including, but not limited to, payment of all sums which become due hereunder, and CONTRACTOR shall not begin any work required hereunder until such bond is furnished to OWNER.

 7.WARRANTY

 (a)CONTRACTOR represents and warrants that it is experienced in the Work to be undertaken on behalf of OWNER and possesses the skills to complete the Work.

 (b)The Work shall be performed in a good and workmanlike manner by qualified, careful, and efficient workers in accordance with the Agreement, in strict conformity with the best standard practices and in a manner protective of its employees, the public, and the environment. CONTRACTOR further guarantees all Work to be performed against defects resulting from poor workmanship or materials furnished by CONTRACTOR for a period of one (1) year from the date the Work is completed and accepted by OWNER. In the event any Work proves unsatisfactory within the period specified above, without waiving any other rights or remedies OWNER may have at law, CONTRACTOR covenants and agrees to make good such defects and any damage to other work or material caused by the defects or by the repairing of such defects at CONTRACTOR's expense without cost to OWNER.

 8.PERMITS, LICENSES, AND FEES

Unless in its notification of work OWNER agrees to the contrary, CONTRACTOR shall secure all permits and licenses necessary for the accomplishment of the WORK to be done hereunder and shall comply with all local laws and regulations and, if anything herein contained is at variance with any law or regulation, then the CONTRACTOR shall notify the OWNER's engineer and receive written instructions before proceeding with the Work.

 9.WORK TO BE PERFORMED BY OWNER

 (a)OWNER shall furnish CONTRACTOR with a description and scope of each project where appropriate, furnish drawings, specifications, changes, and field engineering. OWNER will have the right, at any time and from time to time, to submit revised drawings and specifications.

 (b)OWNER's obligations hereunder to CONTRACTOR shall be strictly limited to the payment for labor, materials, and supervision actually furnished by CONTRACTOR under the terms of this Agreement.

 10.COOPERATION WITH OTHER CONTRACTORS AND OWNER

The OWNER reserves the right to let other contracts in connection with this Work or work related thereto and CONTRACTOR shall cooperate with all other contractors and shall properly coordinate its Work with theirs. CONTRACTOR shall cooperate fully with OWNER in performing the Work to be done hereunder and shall not interfere with OWNER's operations.

 11.LIENS

 (a)In consideration of the contract price to be paid CONTRACTOR hereunder, CONTRACTOR hereby waives any claim to a lien against the property of OWNER which it now has or which may hereafter arise out of, or during the performance of, this Agreement. CONTRACTOR shall make reasonable efforts to obtain a similar waiver of lien from any subcontractor, materialmen, or others providing work or service hereunder and shall immediately advise OWNER in writing in the event any such persons refuse to furnish a waiver of lien.

 (b)Upon notification by OWNER, or upon CONTRACTOR's independently learning of a lien or threatened lien or right of any kind which has been placed upon or against the Work of the real property upon which the Work is situated, by CONTRACTOR's laborers, materialmen, subcontractors, or other creditors, CONTRACTOR shall immediately:

 (1)pay and discharge the underlying obligations or alleged obligations of the claimed lien; or

 (2)(i)provide security sufficient and satisfactory to OWNER, or

 (ii)obtain a waiver of lien from such parties as may be satisfactory to OWNER.

CONTRACTOR's failure to comply with the provision of this Paragraph 11(b) within five (5) days of the date CONTRACTOR learns or should have learned of the claimed liens shall constitute a material default hereunder and shall entitle OWNER to pay and discharge all such liens or alleged liens and deduct all such payments from any amounts due CONTRACTOR hereunder whether or not such liens are valid, and shall further entitle OWNER to such remedies as are provided herein or by law.

 (c)Before making any payment hereunder, OWNER may require that CONTRACTOR furnish a full and complete waiver or release of liens from each subcontractor, materialman, artisan, or mechanic retained by CONTRACTOR waiving or releasing any liens or claims whatever against the Work to be performed herein.

 12.TERMINATION

 (a)Notwithstanding anything herein to the contrary and for causes including but not limited to those set forth in Paragraph 19 below or for its convenience, OWNER may without prejudice to any other right or remedy terminate the employment of CONTRACTOR in whole or in part at any time by written or telegraphic notice to CONTRACTOR which notice shall state the extent and effective date of the termination. Upon the giving of such notice OWNER may take possession of the premises and of all materials, tools, and appliances thereon belonging to OWNER and finish the Work by whatever method OWNER may deem expedient or elect not to complete the Work. On the effective date thereof, CONTRACTOR shall (a) stop all Work and place no further orders or subcontracts, (b) terminate work orders and subcontractors outstanding, and (c) take any necessary action to protect property in CONTRACTOR's possession in which OWNER has or may acquire an interest. In the event of a termination under this paragraph, OWNER shall pay CONTRACTOR f any and all labor, materials, and supervision performed to date of termination.

 (b)Notwithstanding anything herein to the contrary, if relief has been ordered under the Bankruptcy Code with respect to CONTRACTOR, or if CONTRACTOR should make a general assignment for the benefit of its creditors, or if a trustee, receiver, custodian, or similar officer should be appointed on account of insolvency, or should CONTRACTOR fail, neglect, or refuse to perform any or all Work, or if a lien has been placed upon or against the Work or the real property upon which the Work is situated and is not discharged or satisfied as provided in Paragraph 11 above, or CONTRACTOR assigns any monies due or to become due hereunder without the previous written consent of OWNER, or at any time OWNER believes, in its discretion, that the work is unreasonably delayed for any reason or any of the provisions of this Agreement are being willfully violated or executed carelessly, or that CONTRACTOR is acting in bad faith, or if the Work is partially or totally delayed by any labor dispute between CONTRACTOR and its employee or between CONTRACTOR and its employees and any other contractor and its employees or any Work stoppage or slowdown by CONTRACTOR's employees for a period of ten (10) calendar days, then OWNER or its representatives may notify CONTRACTOR in writing and request that it immediately remedy the deficiency or delay; and, if the same shall not be remedied within twenty-four (24) hours of notice being delivered, then OWNER may without prejudice to any other right or remedy terminate the employment of CONTRACTOR and take possession of the premises and of all materials, tools, and appliances thereon and finish the Work by whatever method OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payments until the Work is finished and releases or waivers of all liens have been obtained, or the applicable statutory time for filing a lien has passed. If the unpaid balance of the contract price shall exceed the expenses of finishing the Work, including compensation for additional managerial and administrative services, such excess shall be paid to CONTRACTOR. If such expenses shall exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. If it is determined, however, that CONTRACTOR's failure to perform is not due to the breach, fault, or negligence of CONTRACTOR (other than insolvency or an act of bankruptcy) such cancellation shall be deemed to have been made pursuant to Paragraph 12(a) hereof.

 13.SUSPENSION

 (a)OWNER may suspend the Work in whole or in part at any time by written or telegraphic notice to CONTRACTOR stating the extent and effective date of such suspension whereupon CONTRACTOR shall suspend the Work to the extent specified. If the suspension is for causes including, but not limited to, the existence of a condition described in Paragraph 19 hereof, such suspension shall continue until such cause or condition ceases to exist or OWNER notifies CONTRACTOR to resume performance under this Agreement or OWNER terminates this Agreement in accordance with Paragraph 12 hereof, whichever is the earliest to occur. If suspension is for the convenience of OWNER and such suspension continues for twenty (20) working days, CONTRACTOR shall have the right to terminate this Agreement in whole or in part by written or telegraphic notice to OWNER which notice shall state the extent and effective date of the termination. In such event this Agreement shall terminate in accordance with the provisions of Paragraph 12 hereof.

 (b)During the period of suspension, CONTRACTOR shall protect and care for the Work on hand. If the cost of the Work, including the cost of additional labor, supervision, and materials made necessary by the suspension, is increased or decreased by the suspension, CONTRACTOR shall give OWNER a written estimate of the increase or decrease in the cost of the Work resulting from such change. IF OWNER accepts the estimate, OWNER shall issue a written purchase order per Paragraph 5. If OWNER and CONTRACTOR cannot mutually agree on such amount within ten (10) working days from the date of OWNER's notice of disagreement with CONTRACTOR's original estimate, either party shall have the right to terminate this Agreement in whole or in part by notice to the other party which notice, as provided in Paragraph 23 hereof, shall state the extent and effective date of the termination. In such event this Agreement shall terminate in accordance with the provisions of Paragraph 12 hereof.

 14.CONFLICTING PROVISIONS

The terms, provisions, covenants, or conditions herein shall control in the event of any conflict with any provision, term, covenant or condition in any of the documents attached hereto and made a part hereof, or any work orders, purchase orders, requisitions, or any other forms or documents.

 15.INDEMNIFICATION

CONTRACTOR agrees to protect, indemnify, hold harmless and defend OWNER, its subsidiaries and related companies, and officers, directors, employees, workmen, agents, servants, and invitees of OWNER, its subsidiaries and related companies, from and against all losses, damages, demands, claims, suits and other liabilities (including attorney fees and other expenses of litigation) because of

 (i)bodily injury, including death at any time resulting therefrom;

 (ii)damages to all property, including loss of use thereof and downtime;

 (iii)contamination of or adverse effects on the environment, including the cost of cleanup;

 (iv)violation of or failure to comply with any applicable law, regulation, rule or order;

which occur, either directly or indirectly, in connection with performance of the Work or by reason of CONTRACTOR and its employees, workers, agents, servants, subcontractors, and vendors being present on OWNER's premises, except to the extent the liability, loss or damage is attributable to and caused by the sole and exclusive negligence of OWNER; and

 (v)infringement of patent, trade secret, or proprietary rights of any third party by any device, process, or material not specified by OWNER.

CONTRACTOR's agreement to protect, indemnify, hold harmless and defend as set forth in the immediately preceding sentence shall not be negated or reduced because CONTRACTOR's insurance carrier denies insurance coverage for the claim and/or refusal to defend CONTRACTOR or OWNER. In addition, CONTRACTOR will pay all costs and expenses, including attorney fees and all other expenses of litigation incurred by OWNER to enforce the foregoing agreement to protect, indemnify, hold harmless and defend OWNER.

 16.INSURANCE

Without limiting, negating, or reducing CONTRACTOR's undertaking to protect, indemnify, hold harmless, reimburse and defend OWNER and other parties as provided in Paragraph 15 hereof, and as part of the consideration for any sums paid CONTRACTOR by OWNER hereunder, CONTRACTOR shall, at its own cost and expense, procure and keep in force and effect the insurance listed below with insurance carrier(s) acceptable to OWNER. Before commencing any Work, CONTRACTOR shall furnish OWNER with Certificates of Insurance attested by a duly authorized representative of the insurance carrier(s) evidencing that the required insurance is in force and effect and that such insurance will not be canceled or materially changed without giving OWNER at least 30 days' prior written notice. In the event CONTRACTOR fails to furnish OWNER with acceptable Certificates of Insurance before the time named in this Agreement for commencing Work, OWNER shall have the right to terminate this Agreement.

 (a)Worker's Compensation and Employer's Liability Insurance: CONTRACTOR and all subcontractors retained by or through CONTRACTOR, and all their employees, workers, agents, and servants shall comply with all requirements of the worker's or workmen's compensation laws of the state or states or other governmental authority in which CONTRACTOR or any subcontractor retained by or through CONTRACTOR is performing any work hereunder. In addition, CONTRACTOR shall carry Employer's Liability Insurance covering all operations and work hereunder in an amount not less than $1,000,000 per occurrence. All such Worker's Compensation and Employer's Liability Insurance shall expressly provide that all rights of subrogation against OWNER are waived.

 (b)General Liability Insurance and Automobile Liability Insurance (occurrence form):

 (1)General Liability Insurance, including Blanket Contractual Liability, Products and Completed Operations Liability, XCU Hazards and Broad Form Property Damage, covering all Work hereunder, with limits of not less than the following:

 (i)Comprehensive General Liability -- $1,000,000 for all liability arising out of injury to or death of one or more persons, in any one occurrence, and $1,000,000 for all liability arising out of damage to or destruction of property, including loss of use thereof and downtime, in any one occurrence; or

 (ii)Commercial General Liability -- $2,000,000 Combined Single Limit for all liability arising out of injury to or death of one or more persons, in any one occurrence and for all liability arising out of damage to or destruction of property, including loss of use thereof and downtime, in any one occurrence, with a General Annual Aggregate not less than $4,000,000;

 (2)Automobile Liability Insurance on all motor vehicles owned, hired, or nonowned, which may be used or connected with any of the work hereunder, with limits of not less than $1,000,000 for all liability arising out of injury to or death of one or more persons, in any one occurrence, and $1,000,000 for all liability arising out of damage to or destruction of property, including loss of use thereof and downtime, in any one occurrence.

The policy or policies providing for such insurance shall be endorsed to specifically include the liability assumed by CONTRACTOR under this Agreement in Paragraph 15 above in the amounts shown in this Paragraph 16. In addition, such insurance shall specifically name OWNER as an additional insured party and shall be primary to any and all other insurance of OWNER with respect to any and all claims and demands which may be made against OWNER for bodily injury or death resulting therefrom, including injury to or death to CONTRACTOR and its employees, workers, agents, and servants, and for property damage. Such insurance shall specifically provide that it applies separately to each insured against which claim is made or suit is brought, except with respect to the limits of the insurer's liability, and that all rights of subrogation against OWNER are waived.

 (c)The above insurance requirements are minimum requirements and shall not limit CONTRACTOR's liability to OWNER in any manner.

 17.RECORDS

 (a)CONTRACTOR agrees to retain all records and accounts related to charges or CONTRACTOR invoices for a period of at least three (3) years from the completion date of any Work performed.

 (b)CONTRACTOR shall permit OWNER access to, either in the field or at the home office, for review and audit, at all reasonable times, all records and accounts relating to costs and expenses invoiced to OWNER under this Agreement.

 18.INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor. OWNER shall exercise no control over the method and means of accomplishing the Work other than to see that the desired results are achieved at the lowest possible cost to OWNER.

 19.FORCE MAJEURE

Except for the payment of any sums due, neither party shall be responsible for any failure to fulfill any term of this Agreement if fulfillment has been delayed, hindered or interfered with, or prevented by any circumstances whatsoever, which are not within the control of the party in question and could not have been prevented or overcome by the exercise of due diligence by the party concerned.

 20.COMPLIANCE WITH LAWS AND REGULATIONS

 (a)CONTRACTOR agrees to comply with the Federal Social Security Act, the state and Federal Unemployment Insurance Acts, the Americans with Disabilities Act, state worker's compensation laws, wage and hour laws, any and all applicable sales, use, and gross receipts tax laws and regulations, applicable safety and health laws, standards and regulations, any applicable environmental laws and regulations, and all other applicable laws, regulations, guidelines, permits, licenses, and approvals concerning the Work, and CONTRACTOR assumes exclusive liability for the reporting and payment of any and all contributions and taxes required thereby.

 (b)CONTRACTOR shall execute OWNER's Exhibit B covering certain Equal Employment Opportunity Provisions and Certification of Nonsegregated Facilities.

 (c)CONTRACTOR shall abide by OWNER's safety and health regulations while performing any Work and shall execute Exhibit C, OWNER's Safety and Health Practices.

 21.ASSIGNMENTS AND SUBCONTRACTS

CONTRACTOR shall not assign this Agreement or sublet the Work as a whole or part without the prior written consent of OWNER.

 22.GOVERNING LAW

This Agreement shall be construed, and the rights of the parties shall be determined, in accordance with the laws of the State of \_\_\_\_\_\_\_.

 23.NOTICES

All notices required under this Agreement shall be in writing and if to OWNER, shall be sufficient in all respects if delivered in person or sent by registered or certified mail, return receipt requested, or by telex, telecopy or other facsimile to the addresses above or such other addresses as may be designated from time to time.

 24.CONFIDENTIALITY

Any technical information, experience, or data concerning OWNER's business, including, without limitation, its services, plans, programs, plants, processes, products, costs, equipment, operations or customers, which may come within the knowledge of CONTRACTOR, its officers, or employees in the performance of this Agreement shall be treated as confidential property of OWNER and shall not be used by CONTRACTOR except for the benefit of OWNER in the furtherance of this Agreement; and shall not be disclosed to others, including governmental agencies or other authorities during or subsequent to the term of this Agreement without in each instance securing the prior written consent of OWNER. Any such information provided by OWNER to CONTRACTOR in writing or other tangible media shall be returned to OWNER upon termination of this Agreement.

 25.OWNERSHIP OF WORK PRODUCT

CONTRACTOR hereby agrees to transfer to OWNER the entire right, title, and interest to any copyrights in any work produced by CONTRACTOR under this Agreement. CONTRACTOR further agrees to execute any documents which may be necessary or appropriate to allow OWNER to perfect its interest in the copyright for such works. CONTRACTOR shall not be entitled to any additional payment or compensation for assisting and cooperating with the OWNER in obtaining these copyrights.

 26.DRAWINGS

All drawings and documents prepared by CONTRACTOR in connection with its performance of the Work are the property of OWNER and are not to be used on other projects except by agreement of OWNER in writing. All such drawings and documents shall be transmitted to OWNER at the completion of the work.

 27.ENTIRETY OF AGREEMENT

This agreement is intended by the parties as the final, complete, and exclusive statement of the terms, conditions, and specifications of their agreement and is intended to supersede all previous agreements and understandings between the parties relating to its subject matter. No prior stipulation, agreement, understanding, or course of dealing between the parties or their agents with respect to the subject matter of this Agreement shall be valid or enforceable unless embodied in this Agreement. No amendment, modification, termination notice, or waiver of any provision of this Agreement shall be valid or enforceable unless in writing and signed by the party to be charged. This Agreement shall supersede, and shall not be modified or amended in any way by the printed terms of any purchase order, proposal, quotation or other document which may be issued by either party covering work or services rendered.

 28.WAIVER

The failure of any party to insist upon strict performance of any of the terms, conditions, and provisions of this Agreement shall not be deemed a waiver of future compliance therewith by the party by which the same is required to be performed hereunder and shall in no way prejudice the remaining provisions of this Agreement.

 29.BINDING EFFECT

All rights conferred by this Agreement shall be binding upon, inure to the benefit of, and be enforceable by or against the respective successors and assigns of the parties hereto.

 30.SEVERABILITY

If any provision of this Agreement, or the application of any such provision to any person or in any circumstance, is held invalid, the application of such provision to any other person or in any other circumstance, and the remainder of this Agreement, shall not be affected thereby and shall remain in full effect.

 31.HEADINGS

The headings in this Agreement are inserted for convenience only and shall not affect the construction hereof.

 32.GENERAL

Although this Agreement contemplates notification by OWNER and acceptance thereof by CONTRACTOR, both in writing, before commencement of Work, it is specifically understood and agreed that any Work performed by CONTRACTOR for OWNER hereafter shall be under the terms hereof, unless (and only to the extent that) by specific written agreement other terms inconsistent herewith are agreed upon by the parties hereto with respect to such work.

CONTRACTOR:

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

 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

OWNER:

 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

 EXHIBIT A

 Previously Agreed Set of Rates

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 EXHIBIT B

 Equal Employment Opportunity Provisions

 and Certification of Nonsegregated Facilities

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 EXHIBIT C

 OWNER's Safety and Health Practices

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