1.SITE AND LOCAL CONDITIONS

Contractor has the right to examine the site in order to acquaint itself with local conditions. It is understood, however, that Contractor accepts conditions at the site as of the date of its proposal and that no allowances will be made after award for any future error or negligence by Contractor in this connection.

The work shall be done under the inspection of Company. Any such inspection by Company shall not relieve Contractor from its responsibilities specified hereunder, including the responsibility to coordinate and schedule the activities of its tier subcontractors and suppliers.

If Contractor's work depends, for proper execution or results, upon work of others done after the date of Contractor's proposal, Contractor shall notify Company immediately, in writing, of any condition which may affect completion of the work or the cost thereof. Absence of such notification shall constitute acceptance of the conditions at the site.

2.COST OF THE WORK

This Article does not apply if reimbursement is on a billing rate basis. (Billing rates shall include all applicable markups.)

A.Contractor shall be reimbursed for the following items:

(1)Labor including:

(a)Straight-time or premium-time wages for direct and indirect field labor up to and including the level of hourly-paid General Foreman, provided the wage rates do not exceed the prevailing rates in the area of the work at the time the work is performed. In case of a change in wage rate, billings shall be based on prevailing rates in the area at the time work is performed. Contractor shall substantiate prevailing rates and submit them for Company's prior approval. Payment for premium time will be made only if approved in advance by Company. By acceptance of payments for premium time, Contractor warrants that payment of such premium time has been made to its employees.

(b)Fringe benefits, subsistence, and/or travel allowances in accordance with applicable labor agreements or Contractor's established policies.

(c)Taxes including, without limitation, federal and state unemployment taxes, and FICA taxes.

(d)Insurance including, without limitation, Workers' Compensation, Employer's Liability, and Commercial General Liability Insurance. Insurance on premium-time wages will be paid only in states where insurance premiums are payable on premium time. The percentage Contractor submits with its proposal for taxes and insurance shall reflect the full percentages applicable at the beginning of the calendar year for unemployment and Social Security (FICA) taxes and certain other insurance and taxes having maximum limits which may be surpassed by a craftsman during the calendar year. Contractor's invoices, to be supported by certified payrolls, shall reflect actual percentages applied as of the date of the payroll. No overtime and profit may be added to the premium-time portion of wages.

(e) Overhead to cover all other costs not otherwise reimbursed including, but not limited to, (1) small tools (small tools shall be those costing less than $500.00 new); (2) consumable supplies (including welding rod, gases, fuel, etc.) unless otherwise agreed to in writing by Company; (3) field office expenses including, without limitation, telephone service, utilities, and travel expenses; (4) home office management and overhead; and (5) field administration and supervision above the level of general Foreman.

(f)A reasonable profit, consistent with that typical for the industry.

The method to be used in determining total labor charges is shown in the following example. (Percentages and dollar amounts used are for example purposes only.)

Example: Labor

a.Straight-time labor (actual wages paid,

excluding benefits) $\_\_\_\_\_\_\_\_

b.Fringe benefits

(5 percent x a [or actual $])\_\_\_\_\_\_\_\_\_

c.Taxes (15 percent x a)\_\_\_\_\_\_\_\_\_

d.Insurance (15 percent x a)\_\_\_\_\_\_\_\_\_

e.Overhead (30 percent x a)\_\_\_\_\_\_\_\_\_

f.Profit (10 percent x a)\_\_\_\_\_\_\_\_\_

g. Premium time\_\_\_\_\_\_\_\_\_

(1) Premium-time portion of wages\_\_\_\_\_\_\_\_\_

(2) Taxes [15 percent x (1)]\_\_\_\_\_\_\_\_\_

TOTAL\_\_\_\_\_\_\_\_\_

(2)Construction equipment and large tools (large tools shall be those costing $\_\_\_\_\_ or more new.) (a) Owned by Contractor -- at rates shown on a list submitted with Contractor's proposal and accepted by Company. Such rates shall include all fuel, lubricants, maintenance, and standby costs and shall exclude operator and other labor costs. Charges shall be based only on actual hours of operation. (b) Rented from a third party -- at actual cost including applicable tax and supported by invoices, plus a percentage of such actual cost as proposed by Contractor and accepted by Company. Rental of construction equipment and large tools and the rates and terms of such rental shall be approved in advance by Company.

(3)Materials, if requested by Company, at actual cost including applicable tax and discounts, and supported by invoices, plus a percentage of such actual cost as proposed by Contractor and accepted by Company. Consumable supplies are not reimbursable under this item.

(4)Subcontracts at actual cost, determined in the same manner as above and supported by invoices, plus a percentage of such actual cost as proposed by Contractor and accepted by Company. Contractor shall submit schedules of labor rates, rental rates, and markup for materials for each subcontractor proposed for use under the Agreement.

(5)Licenses and fees paid by Contractor as provided for herein.

(6)Transportation expenses incurred with Company's prior written approval.

(7)Sales or use tax, or gross receipts or gross income tax applicable to reimbursable items of cost, provided such taxes are not solely attributable to the location of Contractor's place of business [see Article 2.B.(8).] Contractor shall obtain instructions from Company explaining whether sales and use taxes are to be included in or excluded from Contractor's invoices.

B.Contractor will not be reimbursed for the following items, provisions for which must be included in Contractor's markup for overhead: (1) salaries and expenses incurred in conducting Contractor's main or regularly established branch office; (2) overhead expenses unless otherwise specifically authorized herein; (3) interest on capital employed or on borrowed money; (4) premiums for fidelity insurance and crime insurance or losses sustained by the Contractor due to embezzlement, robbery, or larceny in any form; (5) costs or losses incurred by the Contractor as a result of automotive accidents or by any other form of liability claim of third parties; (6) licenses, registrations, permits, privilege taxes, etc., required by the Contractor to do business in the jurisdiction; (7) welfare plans, such as pension plans, bonus insurance plans, continuity of service plans, etc., which the Contractor may have in effect except those covered in Article 2.A.(1)(b) above; (8) gross receipts taxes, business and occupation taxes, etc., imposed solely by reason of Contractor's place of business; (9) federal income taxes; (10) membership dues in trade associations; (11) travel expense to the job site for key personnel; (12) any expense incurred by the Contractor on work not performed under the Agreement even though such expense may result from his activities hereunder, i.e., increased Unemployment Compensation rate, increased insurance rates, etc.; (13) any other item not specifically stated to be reimbursable or not otherwise authorized and approved by Company.

C.With respect to reimbursable items, Contractor shall promptly remit or credit to Company allowances, commissions, rebates, discounts, premiums, fees, or royalties allowed to it or received by it incidental to the performance of the Agreement.

3.MEASUREMENTS

Unless otherwise specified in writing, Contractor shall make all layouts, measurements, blue prints and diagrams. Contractor shall provide reasonable access and equipment to enable Company to inspect them.

4.CORRECTION

Unless otherwise specified, all materials furnished by Contractor shall be new and of the most suitable grade of their respective kinds for the application. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The work shall be executed in the best and most workmanlike manner by qualified and efficient workers in strict conformity with the best standard practice. Contractor shall remove material and equipment furnished hereunder which does not meet the specifications whether incorporated in the work or not, shall reexecute the work at no cost to Company, and shall pay for making good other work damaged thereby.

If Contractor does not remove nonconforming work promptly, Company may do so and store materials or equipment at Contractor's expense. If Contractor does not pay the expense thereof within ten (10) days, Company may sell the materials and equipment, and account to Contractor for the proceeds after deducting all expenses which shall be borne by Contractor.

Neither acceptance of nor payment for work shall relieve Contractor of responsibility for faulty materials, equipment, or workmanship, whether furnished by Contractor or its subcontractors. Contractor shall remedy, as soon as possible, defects appearing within one (1) year from the date of final payment, or within such longer period of time as provided by manufacturer's warranty or applicable state statute, and shall pay for resulting damage to other work. Company shall give prompt notice of observed defects.

5.ORDERLINESS AND CLEANUP

Contractor shall keep the site free of waste as the work progresses and, on completion, leave the site "broom clean." In case of dispute, Company may remove waste at Contractor's expense.

In order to comply with Company's requirement for overall job physical orderliness, Contractor's tools, equipment, and materials furnished for or associated with the work shall be so placed and maintained as to permit unobstructed access to the work and to minimize exposure to personal injury or fire loss. Equipment placement and material storage shall be at locations approved by Company.

6.MATERIAL AND EQUIPMENT

Contractor shall be responsible for receiving, unloading, moving, storing, and protecting the materials and equipment delivered to the job site and shall perform these functions with Contractor's personnel. Upon request made prior to shipment, Company may agree, at its option, to do a portion of the aforementioned work for a price to be determined by the parties.

7.SAFETY AND HEALTH

Contractor shall: (a) comply with all federal, state, and local regulations, provisions of the Company "Safety Information and Instructions for Contractors," and such other special safety provisions as may be set forth in any inquiry; (b) designate one person to be responsible for carrying out Contractor's obligations under this Article; (c) promptly report to Company cases of death, occupational disease, and OSHA-recordable injury caused by work on the job; (d) maintain an educational program to assure the inclusion of safety instructions as a part of job assignment; and (e) arrange for first-aid treatment of job-incurred injuries in accordance with requirements of its insurer for Workers' Compensation Insurance.

If Company notifies Contractor of any noncompliance with the provisions of this Article and the action to be taken, Contractor shall (immediately, if so directed; otherwise in not more than forty-eight (48) hours after receipt of such notice) make all reasonable efforts to correct the existing conditions. If Contractor fails to do so, Company may stop all or any part of the work hereunder. When satisfactory corrective action has been taken by Contractor, a start order will be issued by Company. No part of the time lost due to any such work stoppage shall be made the subject for claim for extension of time or for additional costs or damages by Contractor.

Although Contractor must arrange for first-aid treatment, Company may provide first aid to Contractor's employees and independent contractors, in consideration for which Contractor, its successors and assigns assume full and complete responsibility and liability for all injuries and damages to any of its employees and independent contractors arising out of or allegedly attributable to such first-aid treatment. Contractor, further, shall indemnify and save harmless Company, its employees, contractors, successors, and assigns from any and all actions, rights of action, suits, debts, claims, damages, expenses, and demands with respect to or on account of any injury to or the death of any employee or independent contractor of Contractor attributable to or in connection with the performance by Company of such first-aid treatment, whether or not such injury or death is caused by or alleged to have been caused by the negligence of Company. Nothing contained herein shall be construed as imposing any duty upon Company to provide first-aid treatment to Contractor's employees.

Contractor shall advise its employees and independent contractors and the employees and independent contractors of its subcontractors and agents that (1) it is the policy of Company to prohibit use, possession, sale, manufacture, dispensing, and distribution of drugs or other controlled substances on its premises, and to prohibit the presence of an individual with such substances in the body for nonmedical reasons in the workplace; (2) entry onto Company property constitutes consent to an inspection of the Contractor employee's person, vehicle, and personal effects when entering, while on, or upon leaving Company property; and (3) any Contractor employee who is found in violation of the policy or who refuses to permit inspection may be removed or barred from Company property at the discretion of Company.

Contractor further agrees upon request of a Company site, not to assign (or reassign) any employee to those Company operations unless such employee has taken a drug test satisfactory to the Company site at which said operations take place, and the test has proved negative for those drugs identified in a list to be provided by Company.

Contractor also agrees upon request of a Company site, to develop and implement procedures satisfactory to the Company site to test its employees for drug and controlled substance use when Contractor suspects that a performance deviation, an incident, or unusual behavior of one of Contractor's employees on a Company site is related to drug or controlled substance use.

In connection with the above drug testing requirements, Contractor agrees to secure the written consent of its employees to release results of such tests to Company. Company agrees to use such test results only in connection with its decision whether to permit a Contractor's employee to enter or remain on Company property and to monitor Contract compliance.

8.HAZARDS

As there may be hazards involved in providing the services hereunder, Contractor shall perform all services in a careful, workmanlike manner and, in the event that the services to be provided hereunder involve processing, handling, transporting, or disposing hazardous materials or products, shall take all precautions necessary to avoid an unhealthy or unsafe work environment, injuries to persons, or damage to property or the environment.

Contractor shall submit Material Safety Data Sheets complying with the Federal Hazard Communication Standard (OSHA 1910.1200) and obtain Company's approval before introducing any hazardous materials onto Company property. Such materials shall be properly labeled and strictly controlled by Contractor as to use and disposal. Storage and use of and personal protection for handling such materials must comply with the instructions on the Material Safety Data Sheets.

9.FORCE MAJEURE

Except as set forth in Paragraph 13 below, no liability shall result to either party from delay in performance or from nonperformance caused by circumstances beyond the control of the party who has delayed performance or not performed. The nonperforming party shall be diligent in attempting to remove the cause(s) and shall promptly notify the other party of its/their extent and probable duration.

If a party, due to circumstances beyond its control, is unable to supply the total demands for the goods or services required by the Agreement, then that nonperforming party shall allocate its available supply among all purchasers or in proportion to the amounts previously provided to those purchasers.

If the party who has delayed performance or not performed on account of circumstances beyond its control is unable to remove the cause(s) within seven (7) days, the other party shall have the right, without penalty, to terminate the entire Agreement or any portion of it affected by the delay in performance or nonperformance.

10.NONDISCLOSURE

Contractor shall not disclose to others the fact that Company has purchased or plans to purchase services or materials from Contractor, or any information concerning the services to be performed hereunder without Company's prior written consent, except when such disclosure is necessary to perform such services or as required by law.

11.INDEPENDENT CONTRACTOR

The employees, methods, equipment, and facilities used by Contractor shall at all times be under its exclusive direction and control. Contractor's relationship to Company under the Agreement shall be that of an independent contractor and nothing in the Agreement shall be construed to constitute Contractor or any of its officers or employees, an agent, associate, joint venture, or partner of Company.

12.SUPERVISION

Contractor shall assign a competent supervisor, satisfactory to Company, who shall be in attendance at the site during the progress of all work under the Agreement, except at such times as agreed to by Company, and shall be Contractor's authorized representative for all purposes under the Agreement. Contractor shall promptly replace a supervisor unsatisfactory to Company but shall not otherwise replace the supervisor during the duration of the work without Company's concurrence.

13.EMPLOYEES

While on Company property, Contractor's employees shall confine themselves to areas designated by Company. Contractor's employees will be subject to Company's badge and pass requirements in effect at the site of the work. Contractor shall at all times supply a sufficient number of skilled workers to perform the work covered by the Agreement with promptness and diligence. The provisions of Article 9 hereof notwithstanding, should any workers performing work covered by the Agreement engage in a strike or other work stoppage or cease to work due to picketing or labor dispute of any kind, Company may, at its option and without prejudice to any other remedies it may have, after forty-eight (48) hours' written notice to Contractor, terminate the Agreement.

14.PATENTS

Contractor shall hold and save Company harmless from liability of any kind, including costs and expenses, for or on account of any alleged invention made or used by Contractor or any subcontractor in the performance of the work under the Agreement or involved in the use or disposal by or on behalf of Company of any article, structure, or apparatus supplied to Company hereunder; provided, however, that this indemnification shall not be applicable to infringement of patents of third parties which results from acts of Contractor complying with specific written instructions furnished by Company or from the use of apparatus fabricated and/or installed by Contractor in accordance with plans and specifications furnished by Company.

15.TITLE

Title to all equipment and material to be installed shall vest in Company upon delivery at the site.

16.SUBCONTRACTS

Contractor shall not subcontract work hereunder without the prior written consent of Company. The terms of these "General Conditions" shall be incorporated into all tier subcontracts.

17.SEPARATE CONTRACTS

Company reserves the right to hire other contractors in connection with the work. Contractor shall afford other contractors reasonable cooperation in the execution of their work.

18.TERMS OF PAYMENT

Unless otherwise specified in the Agreement, one hundred percent (100 percent) of Contractor's compensation will be paid net fifteen (15) days from date of receipt of correct invoice from Contractor, based on actual work performed as determined from invoices (supported by certified payrolls, material receipts, vendor invoices, or such other data as Company may require) submitted to and approved by Company. Labor payments will be paid weekly and material payments will be paid monthly. Final payment hereunder will be paid after completion, final acceptance by Company and receipt of "Release of Liens and Claims" from Contractor. Payment shall be considered made when payment checks are mailed by Company.

Upon receipt of payment from Company, Contractor shall promptly pay each subcontractor the amount to which such subcontractor is entitled. Contractor shall require each subcontractor to similarly make prompt payments to each of its subcontractors.

19.OVERTIME

If Company, through no fault of Contractor, requests, in writing, work in excess of the workweek specified, Contractor will pay the straight-time portion of wages plus applicable taxes and Company the premium-time portion plus applicable taxes. No overhead and/or profit may be added to premium time. Insurance may be added only in states where insurance premiums are payable on overtime.

20.TAXES

Contractor shall assume full responsibility for the payment of all Social Security, Unemployment Compensation, and other taxes and charges for all employees engaged by Contractor and its subcontractors in the performance of the services hereunder.

21.RELEASE OF LIENS AND CLAIMS

Contractor shall furnish Company a complete "Release of Liens and Claims" at intervals requested by Company and before final payment is made. If any lien is filed or remains unsatisfied after final payment, Contractor shall indemnify Company for all costs incurred in discharging such lien.

22.INVOICING

In the event that Contractor's invoice does not indicate that Contractor, is an incorporated entity by use of the words (or abbreviations) "Incorporated," "Corporation," "Ltd" or "P.C." as part of Contractor's company name, Contractor shall display its Tax Identification Number (TIN) or Social Security Number on the invoice in lieu of such designation. Failure to furnish such information may result in Company withholding twenty percent (20 percent) of the Contract value in accordance with Internal Revenue Service (IRS) regulations.

23.RECORDS AND INSPECTIONS

Contractor shall maintain, in accordance with Generally Accepted Accounting Principles and Practices, such records as may be necessary to adequately reflect the accuracy of Contractor's charges and invoices for reimbursement under the Agreement and such other additional records as Company may reasonably require in connection with the Agreement. Such records shall be preserved by Contractor for a minimum of three (3) years after the date of final payment without additional reimbursement or compensation therefor. Company shall have the right to inspect and verify the records kept by Contractor in connection with the Agreement at Contractor's regular place of business at all reasonable times.

Company shall have the right to visit, observe, and inspect, during regular business hours, any Contractor facility related to the Agreement, and Company's materials and property wherever located.

24.INDEMNIFICATION

Contractor shall indemnify, defend and hold Company and its parents, owners, affiliates and subsidiaries, and the officers, directors and employees of each of them harmless from any damages, loss, injury, death, costs, fees or expenses which arise from or are alleged to have arisen from any claim, lawsuit or other action by a third party, including but not limited to claims or other actions: (1) resulting from violation or breach of any term of the Agreement, these General Conditions or of any statute, law or regulation governing the services provided by Contractor pursuant thereto; or (2) brought against Contractor and/or Company by any individual employed by Contractor including but not limited to workers' compensation, employment discrimination, tort or contract claims.

25.INSURANCE

Contractor, at its expense, shall carry and maintain in force at all times relevant hereto insurance of the type and minimum coverage limits as follows:

(a)Workers' Compensation -- Statutory; and Employer's Liability $100,000 per accident.

(b)Commercial General Liability (Occurrence Form), including Contractual Liability, in a combined single limit for Bodily Injury and Property Damage -- $500,000 per occurrence.

(c)Comprehensive Automobile Liability, in a combined single limit for Bodily Injury and Property Damage -- $500,000 per occurrence. If in connection with the work being performed hereunder Contractor will not use motor vehicles on Company property other than parking areas, a letter so stating is acceptable in lieu of the automobile insurance certificate.

(d)Other insurance appropriate for Contractor's business or required by law.

Upon Company's request, certificates of insurance evidencing the coverages required above of Contractor shall be filed with Company's designee. Such certificates shall name Company as loss payee and provide that the insurer will give Company thirty (30) days' advance notice of any changes in, or cancellation of, coverage.

In the event Contractor employs any subcontractor, Contractor shall require that subcontractor carry the same coverages in the same limits set out above, and other coverages as Contractor deems appropriate.

Company will provide Fire, Extended Coverage, Vandalism, and Malicious Mischief protection on (a) equipment and materials delivered to the site for incorporation in the work and (b) all partially completed work. Fire and Extended Coverage protection perils are defined as fire, lightning, windstorm, civil commotion, smoke, hail, aircraft, vehicle, explosion, and riot. Contractor shall be responsible for damage to its tools, construction equipment, and other property not to be incorporated into the work.

Neither failure of Contractor to comply with any or all; of the insurance provisions of the Agreement, nor the failure to secure endorsements on the policies as may be necessary to carry out the terms and provisions of the Agreement, shall be construed to limit or relieve Contractor from any of its obligations under the Agreement, including the insurance provisions.

26.COMPANY-FURNISHED EQUIPMENT OR SMALL TOOLS

At Contractor's request and expense, Company may, at its option, furnish, or arrange to have furnished by a third party, certain items of equipment (e.g., cranes, forklifts, trucks, etc.) or small tools (e.g., hammers, ladders, wrenches, etc.) for Contractor's use in the performance of work hereunder. At Company's option, applicable charges will be deducted from Contractor's billings or billed directly to Contractor.

Except as may otherwise be set forth in an inquiry (if applicable), Contractor shall determine the suitability and condition of construction equipment, and instruct its employees in the proper operating procedures for such equipment. Small tools will be furnished "as is," with no warranty, express or implied. Company retains the right to reclaim furnished items at any time.

Contractor shall indemnify and hold harmless Company and the furnishing party, if other than Company, and its agents and employees from and against all claims, losses, and expenses arising out of or resulting from Contractor's use of such items, in accordance with Article 24 herein.

27.CONFLICT OF INTEREST

Contractor or any tier subcontractor shall neither hire any employee or officer of Company while that employee or officer is an employee or officer of Company, nor pay any salaries, commissions, fees, or make any payments or rebates to any employee or officer of Company, or to any designee of any such employee or officer, nor favor any employee or officer of Company, or any designee of any such employee or officer, with gifts or entertainment of significant cost or value, or with services or goods sold at less than full market value.

28.TRANSFER OF ASSETS AND REORGANIZATION

If, during the term of the Agreement, Contractor shall dissolve, transfer, sell, assign, mortgage, encumber, pledge, or otherwise dispose of (a) substantially all of its assets used to provide the services hereunder, (b) its accounts receivable from Company, or (c) over twenty percent (20 percent) of its ownership or controlling interest (whether in the form of stock or otherwise), or Contractor shall consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it, or Contractor contemplates or reasonably expects the occurrence of any event referred to in this Article, then Contractor shall give Company at least three (3) months' prior notice of such occurrence. If such occurrence or proposed occurrence is unacceptable to Company, Company may terminate the Agreement upon written notice to Contractor.

29.NONDISCRIMINATION

Contractor shall comply with all applicable laws, rules, orders and regulations of governmental authority covering the production, sale and delivery of the materials or services specified herein, including, but not limited to, Executive Order 11246, and the rules and regulations promulgated thereunder, the Rehabilitation Act of 1973 and the Vietnam Era Veterans Readjustment Act of 1974. Further, Contractor warrants that in the performance of the services hereunder, it will comply with all applicable provisions of the Fair Labor Standards Act of 1938, as amended.

30.COMPLIANCE WITH LAWS

Contractor shall comply will all applicable laws, ordinances, rules and regulations of governmental authorities.

Contractor shall give required notices, and secure and pay for temporary permits, licenses, and easements required for its work. Unless agreed otherwise, Company will secure and pay for permits, licenses, and easements required for permanent installations; Contractor shall furnish such assistance as Company may require. Where the scope of Contractor's work includes the design of a structure or other facility requiring a permit, Contractor's drawings must contain the approval of a duly registered professional engineer if such approval is a condition precedent to obtaining the necessary permit. All such drawings shall become the exclusive property of, and be delivered to, Company at Company's request.

Contractor shall notify Company promptly, in writing, if any drawings or specifications are at variance with any laws or regulations. Contractor shall be responsible for any incurred cost in the event of its failure to give such notice.

31.GOVERNING LAW

The validity and interpretation of the Agreement shall be governed by the laws of the state of \_\_\_\_\_\_\_\_\_\_\_\_, U.S.A.

32.RESERVATION OF RIGHTS

Company's waiver of any of its remedies for a breach by Contractor is without prejudice and shall not operate to waive any other remedies which Company shall have available to it, nor shall such waiver operate to waive Company's rights to any remedies for a future breach, whether of a like or different character.

33.MINORITY SUPPLIERS

Company encourages Contractor to include minority suppliers and subcontractors among its sources of supplies and services in the performance of the Agreement. Contractor shall provide Company the name and address, type of supplies or services, and dollar value thereof provided by minority suppliers and subcontractors under the Agreement, annually and upon completion of all work under the Agreement. Minorities are defined as Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. A minority business is one at least 51 percent owned by a minority or group of minorities.

34.TERMINATIONS

Company may terminate the Agreement at any time on thirty (30) days' prior written notice with or without cause or liability, except for obligations or liabilities due for services rendered prior to the effective date of termination.

If Contractor should refuse or fail to supply sufficient quantity of properly skilled workmen, or it should fail to make prompt payment to subcontractors or materialmen for labor and material used hereunder, or it should disregard or violate any laws, ordinances, or governmental regulations, or it should otherwise violate any of the provisions of the Agreement, or if Company, in good faith, determines that any of its material or equipment used hereunder is in danger of destruction, damage, or mishandling, or that Company's title thereto is in jeopardy, or that Contractor's credit or financial position is impaired, then Company may, without prejudice to any right or remedy, on written notice, terminate or suspend the Agreement without liability and, in the event of termination, take possession of all Company materials and equipment, and finish or engage a third party to finish the work by whatever means Company deems expedient. In such event, Contractor shall receive no further payments hereunder until the work is finished, at which time Contractor will be reimbursed for costs and expenses incurred prior to termination less any costs and expenses to Company arising from such termination which Company would not have incurred absent such termination. Termination under this Article or under any other Article of the Agreement shall not relieve or release either party hereto from any rights, liabilities, or obligations which it has accrued prior to the date of such termination.

35.SEVERABILITY

In the event that any Article(s) of the Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other Article of the Agreement either void or unenforceable, and all other Articles shall remain in full force and effect unless the Article(s) which is/are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

36.ASSIGNMENT

The Agreement shall not be assignable by Contractor without the prior written consent of Company.

37.HEADINGS

The headings of the Articles of these "General Conditions" are inserted for convenience only and shall not constitute a part hereof.

38.PRECEDENCE

The terms of these "General Conditions" shall supersede any printed conditions forming a part of Contractor's proposal.

39.TELEFAXES CONSTITUTE VALID DOCUMENTS

Facsimile copies shall be deemed originals if all pages thereof are signed by the duly authorized representatives of the parties. Such facsimiles shall constitute valid, binding documents and shall be regarded as such upon receipt. The original of the documents sent by telefax shall be promptly sent within seventy-two (72) hours overnight courier or first class mail to the receiving party so that accurate files may be maintained. Failure to send timely any original document shall not affect the validity or binding nature of such document.

40.CONTRACT ADMINISTRATOR

The Contract Administrator will represent Company in the administrative phases of work to be performed under the Agreement. The Contract Administrator will maintain an interface between the Contractor and Company, and will keep Company's Procurement Department informed at all times as to the adequacy of the Contractor's performance and progress. In the performance of the Agreement, the Contract Administrator will have no legal right to authorize changes of any kind that are outside the scope and compensation of the Agreement, nor shall the Contract Administrator's actions be construed as giving implied approval of any such change. Except as otherwise specifically provided herein, such changes shall be effected only by a properly executed modifications to the Agreement.

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SignatureDate

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SignatureDate