

July 3, 2001

**FACILITIES CONSTRUCTION  
PURCHASE ORDER TERMS AND CONDITIONS**

Unless otherwise indicated, the work is to be furnished or performed at facilities owned by the United States Government, designated as Air Force Plant No. 4, which is property under Federal jurisdiction.

3. Acceptance

Acceptance of this Purchase Order, either by acknowledgment or performance of services, constitutes acceptance of the conditions set forth below and on this Purchase Order. No change, modification, or revision to this contract shall be valid unless in writing and signed by the authorized Buyer Procurement Representative.

4. Performance

Performance must be in strict compliance with the schedule and other terms and conditions of this Purchase Order.

5. Compliance with Laws and Regulations

(a) Seller shall comply with the applicable provisions of all Federal, state, and local laws and ordinances and all lawful orders, rules and regulations promulgated thereunder including without limitation the Occupational, Safety and Health Act (OSHA) and the Arms Export Control Act. Seller agrees to indemnify Buyer against any loss, cost, damage or liability by reason of Seller's violation of this clause.

(b) In the event Seller anticipates contracting with foreign sources for work performed under this PO, the Seller shall: 1) notify the Buyers Construction Engineer; and 2) comply with the International Tariff in Arms Regulation (ITAR) 22 CFR Sections 121-128.

(c) Seller shall comply with the Toxic Substances Control Act and any rules and regulations promulgated and published by the Administrator of the Environmental Protection Administration pursuant to The Toxic Substances Control Act (15 U.S.C. Sec. 2601 *et. seq.*) as amended.

(d) Seller shall provide to Buyer with each delivery any Material Safety Data Sheet applicable to the Items and containing such information as required by the Occupational Safety and Health Act of 1970 and regulations promulgated thereunder.

6. Suspension of Work

(a) Buyer or Buyer's Representative (CE) may order Seller, in writing, to suspend, delay, or interrupt all or any part of the work of this Purchase Order for the period of time that Buyer determines appropriate for the convenience of Buyer.

- (b) If the performance of all or any part of the work is, suspended, delayed, or interrupted for an unreasonable period of time, (1) by an act of Buyer in the administration of this Purchase Order, or (2) by Buyer's failure to act within the time specified in this Purchase Order (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Purchase Order (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the Purchase Order shall be modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of Seller, or for which an equitable adjustment is provided for or excluded under any other term or

fault or negligence of Seller. If failure to perform is caused by the default of a subcontractor, and if such default arises out of unforeseeable causes beyond the control of both Seller and the subcontractor, and without the fault or negligence of either of them, Seller shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedule. The term "subcontractor(s)" shall mean subcontractor(s) at any tier.

- (d) If this Purchase Order is terminated as provided in subparagraph (a) above, Buyer, in addition to any other rights provided in this Purchase Order, may require Seller to deliver to Buyer or the Government, in the manner and to the extent directed by Buyer, (i) any completed services, and (ii) such partially completed services and materials, plans, drawings, information and contract rights (hereinafter called "services and/or materials") as Seller has specifically produced or specifically acquired for the performance of such part of this Purchase Order as has been terminated; and Seller shall, upon direction of Buyer, protect and preserve property in the possession of Seller in which Buyer or the Government has an interest. Payment for completed services delivered to and accepted by Buyer shall be at the Purchase Order price. Payment for services and/or materials delivered to and accepted by Buyer and for the protection and preservation of property shall be in an amount agreed upon by Buyer and Seller. Failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the paragraph of this Purchase Order entitled "Disputes." Buyer may withhold from amounts otherwise due Seller for such completed services and/or materials such sum as Buyer determines to be necessary to protect Buyer or the Government against loss because of outstanding liens or claims of former lien holders.
- (e) If, after notice of termination of this Purchase Order under the provisions of this paragraph, it is determined for any reason that Seller was not in default under the provisions above, or that the default was excusable under the provisions of this paragraph, the rights and obligations of

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- (c) After termination, the Seller shall submit a final termination settlement proposal to Buyer in the form and with the certification prescribed by Buyer. The Seller shall submit the proposal promptly, but no later than 60 days from the effective date of termination, unless extended in writing by the Buyer upon written request of the Seller within this 60 day period. However, if the Buyer determines that the facts justify it, a termination settlement proposal may be received and acted on after 60 days or any extension. If the Seller fails to submit the proposal within the time allowed, the Buyer may determine, on the basis of information available, the amount, if any, due the Seller because of the termination and shall pay the amount determined.
  
- (d) Subject to paragraph (c) above, the Seller and the Buyer may agree upon the whole or any part of the amount to be paid because of the termination. The

- (2) The reasonable cost of settlement of the work terminated, including:
- (a) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
  - (b) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
  - (c) Storage, transportation, and other costs incurred, reasonably

of these payments will not exceed the amount to which the Seller will be entitled.

- (2) If the total payments exceed the amount finally determined to be due, the Seller shall repay the excess to Buyer upon demand, together with



writing from Buyer the legends and notices, if any, to be affixed on such Property at the time of printing.

apply to Seller. Unless otherwise specified in this PO, all technical data and/or computer software and computer software documentation which are required to be furnished by Seller under this PO shall be furnished with "Unlimited Rights."

#### 11. Work on Buyer's Premises

When Seller, Seller's employees, agents, representatives or subcontractors enter onto Buyer's premises for any reason in connection with this Purchase Order, Seller and such other parties shall abide by all rules and regulations at the work site including but not limited to those with respect to safety, security, fire prevention, traffic, and waste management, and abide by all military security regulations including the Buyer's "Contractors Safety Handbook" (PM-8013), incorporated herein and made a part hereof by this reference.

Prior to commencement of any work, Seller shall review with their employees, and subcontractors all applicable safety rules and regulations, including the Contractor's Safety Handbook. Seller shall be required to certify in writing that these safety rules and regulations have been reviewed with all of its employees and subcontractors.

Buyer will notify Seller or Seller's representative at the work site of any noncompliance with the foregoing rules and regulations and the corrective action to be taken. After receipt of such notice, Seller shall immediately take correction action. If Seller fails or refuses to comply promptly, Buyer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop work order shall be made the subject of a claim for an extension of time or for excess costs or damages by Seller.

Seller shall maintain an accurate record of, and shall report to Buyer in the manner and on the forms prescribed by Buyer, exposure data and all accidents resulting in death, traumatic injury, occupational disease, and damage to property, material, supplies and equipment incident to work performed under this Purchase Order. Seller shall defend, indemnify and hold Buyer harmless from all claims, actions, demands, losses and causes of action arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from acts or omissions of Seller, Seller's employees or agents, save and except damage caused by the sole negligence of Buyer.

#### 12. Bonds

Seller shall furnish performance and payment bonds in a form acceptable to Buyer and with a surety satisfactory to Buyer.

- (a) A payment bond, for the protection of persons furnishing material or labor in connection with the performance of the work under this Purchase Order, shall have a penal sum as follows:

- (1) 50 percent of the PO price if the PO is not more than \$1 million,
  - (2) 40 percent of the PO price if the PO is more than \$1 million but not more than \$5 million; or
  - (3) \$2.5 million if the PO price is more than \$5 million.
- (b) Seller shall furnish a performance bond equal to 100% of the Purchase Order price. The performance bond amount shall include taxes imposed by the United States which are collected, deducted, or withheld from wages paid by Seller in carrying out the Purchase Order.
  - (c) All bonds required hereunder shall become binding upon the award of the Purchase Order.
  - (d) Irrespective of whether the foregoing requirements are met, if any surety for any bond furnished is or becomes unacceptable to Buyer, or if any such surety fails to furnish reports as to its financial condition when requested by Buyer, Seller shall promptly furnish such additional security as may be required to protect the interests of Buyer or the United States and the person or business entity(s) supplying labor or materials in prosecution of the work contemplated by this Purchase Order.

### 13. Insurance

- (a) Seller, and any subcontractors used by Seller in connection with this PO, shall carry Worker's Compensation and Employee's Liability Insurance to cover Seller's and such subcontractors' legal liability for accidents to their respective employees. Seller and its subcontractors shall carry adequate Comprehensive General Liability and Comprehensive Automobile Liability Insurance covering the legal liability of Seller and such subcontractors for accidents arising out of the operations of Seller or such subcontractors which result in bodily injury, including death, to any person or persons, or any damage to property. At Buyer's request,

Seller shall furnish to Buyer certificates from Seller and/or its subcontractors' insurers showing such coverage in effect (in the amounts listed below) and agreeing to give Buyer ten (10) days prior written notice of cancellation of such coverage.

<b>Kind of Insurance</b>	<b>Limits of Minimum Liability</b>
A. Workers' Compensation	As provided by law
B. Employer's Liability	\$1,000,000 per accident
C. Public Liability to include premises and operations, elevators, Independent Contractors, completed operations and products	Single Limits of \$1,000,000 for Bodily Injury and Property Damage
Bodily Injury	
Property Damage	
D. Automobile Public Liability to include Employer's Non-Ownership liability & hired car	Single Limits of \$1,000,000 for Bodily Injury and Property Damage
Bodily Injury	
Property Damage	
E. Owner's & Contractor's Protective Liability insurance (when work is sublet by Contractor)	

Order and upon submission of all documentation, including a properly certified invoice in duplicate, shall be paid the Purchase Order price following final acceptance by Buyer.

- (d) Notwithstanding any other provisions of this Purchase Order, Buyer shall retain during the progress of the work under this Purchase Order and for thirty (30) days after the completion and final acceptance thereof, ten percent (10%) of the total price as set forth in the Purchase Order.
- (e) Seller will be entitled to progress payments in accordance with the provisions of this paragraph (e) if progress payments are specifically authorized. If so authorized, from time to time as construction progresses but at intervals of not less than thirty (30) days, Seller may submit invoices in duplicate certified by Seller's representative as to percentage of completion of performance of the entire Purchase Order. The amount of each invoice shall be that percentage of the total Purchase Order price equal to the percentage of completion of the Purchase Order, less any amounts previously billed by Seller. The net amount of each invoice so submitted and certified shall, upon approval of Buyer, be paid by Buyer to Seller, except that Buyer shall withhold a percentage not to exceed ten percent (10%) of each such invoice until expiration of thirty (30) days after completion and final acceptance by Buyer of the entire work called for by this Purchase Order, or until such earlier time as Buyer may approve it for payment.
- (f) The Government and Buyer, as their interests may be, shall retain title to all Government-furnished and Buyer-furnished property. Title to all facilities and components shall pass to and vest in the Government and Buyer, as their interests may be, upon delivery by Seller of such items which are required to be furnished or for which Seller may be entitled to payment for having furnished. Title to other property furnished or required to be furnished by Seller shall pass to and vest in the Government upon (i) issuance of the property for use in performing this Purchase Order, (ii) commencement of processing or use of the property in performing, this Purchase Order, or reimbursement of the cost of the property by Buyer, whichever occurs first.

Title to any property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall any item of property become a fixture or lose its identity as personal property by being attached to real property. Notwithstanding that title to property is in the United States or Buyer through the operation of this Article, the handling and disposition of such property shall be determined by the applicable provisions of this Purchase Order.

- (g) Except to the extent that Buyer shall have otherwise expressly assumed risk of loss of property and without regard to title, in the event of the loss, theft, or destruction of or damage to property before Buyer's final acceptance of the work hereunder, Seller shall bear the risk of loss.

- (h) Seller recognizes that all work is to be performed at Air Force Plant No. 4, a Federal enclave, and that no claims by Seller or any subcontractor in connection with the work shall be the basis for enforcement of mechanics' or materialmen's liens or any similar rights or claims under Chapter 53 of the Texas Property Code or otherwise. Seller shall indemnify and hold Buyer harmless from and against any claims, demands, liability, cost or expense, including without limitation attorneys' fees, arising in connection with the nonpayment or alleged nonpayment for work performed by a subcontract at any tier.

As a condition precedent to any payments under this Purchase Order, Buyer may require Seller to furnish affidavits that no liens or rights in rem of any kind lie upon or have attached against the work, materials, articles, or equipment, either for or on account of any work done or any materials, articles, or equipment or other item furnished or used in connection therewith, or any claims or demands of any kind. Seller promises to keep said property free and clear of all such liens and rights in rem. Buyer's payment is subject to the express condition that no liens or rights in rem shall so lie or attach. In the event any liens or rights in rem attach to, or are claimed by any person or entity in any property in connection with this Purchase Order, Seller shall indemnify and hold Buyer harmless against all costs and expenses, including without limitation attorneys' fees, incurred by Buyer in discharging such liens or rights in rem or defending against such claims.

- (i) As conditions precedent to final payment Seller shall:
  - (1) execute and furnish to Buyer a release, in terms acceptable to the Buyer, of all claims and liens against Buyer arising under or by virtue of this Purchase Order, including, in the event of any termination, claims or liens arising under or by virtue of such termination;
  - (2) execute and furnish Buyer an affidavit executed in duplicate by a duly authorized officer of Seller that all charges for labor and materials used in the work have been paid, and an indemnification to Buyer against claims by others that such charges have not been paid;
  - (3) return all badges for plant admission and all car passes to Buyer's representative (Construction Engineer). Badges and passes may be returned by mail or in person. In the event that all badges and passes have not been returned, Seller's request for payment will be held without action.
- (j) The obligation of Buyer to make any of the payments required under this Purchase Order shall be subject to:
  - (1) any unsettled claims against Seller for labor and/or materials,

- (2) reasonable deductions on account of defects in material and/or workmanship,
  - (3) any other claims which Buyer may have against Seller, including without limitation any withholding of, or reduction in, the payments or price payable to Buyer pursuant to any Government prime contract under which this Purchase Order may be issued arising out of any action, or failure or deficiency in performance, by Seller. Buyer may withhold from or setoff against the Purchase Order price under this Purchase Order or any other Purchase Order between Buyer and Seller any claims or amounts due to Buyer from Seller under this or any other Purchase Order and Buyer shall be entitled to payment from Seller of any claims or amounts due not so setoff.
- (k) Seller shall pay all Social Security Taxes, Unemployment Compensation Taxes, and all other obligations lawfully imposed on any employer of labor, at its own expense, and shall indemnify Buyer against any liability therefor. Unless otherwise provided, Seller agrees that any compensation paid by Buyer for Seller's performance of work under this Purchase Order includes all taxes levied by the Federal Government and by any state or political subdivision thereof, other than sales tax where Buyer's Direct Payment Exemption Certificate is issued, and the cost of all bonds required to be furnished hereunder.
- (l) Texas Direct Payment Exemption Certificate: The Buyer will furnish the Seller with a Texas Direct Payment Exemption Certificate to be used on this contract for the procurement of materials (excluding rental equipment), where applicable. The Seller shall furnish its subcontractors, suppliers and/or vendors with a Texas Resale Certificate, where applicable.

#### 15. Assignment and Subcontracting

Seller shall not assign this Purchase Order or any portion thereof, nor shall Seller allow its subcontractors at any tier to place any subcontract hereunder that is not in accordance with the subcontract plan in the bid documents, without prior written consent of Buyer. All subcontracts shall contain the provisions required by this Purchase Order and shall permit assignment of those subcontracts to Buyer upon any termination of this Purchase Order. Any prohibited assignment of this Purchase Order by Seller shall be null and void and shall be deemed a material breach of this Purchase Order, and Seller shall remain liable to Buyer for performance of its covenants, duties, liabilities and obligations hereunder.

## 16. Changes

- (a) Buyer may at any time, within the general scope of this Purchase Order, make changes in drawings and specifications, issue additional instructions, require additional work, or vary the period of performance of work and Seller shall immediately comply therewith. All changes shall be issued by Buyer in writing. No change shall release or exonerate any sureties upon any bond required or given, regardless of whether or not such sureties receive notice of such changes. Seller shall not undertake any change to this Purchase Order, nor shall Buyer be liable for increased costs resulting therefrom, unless requested by Buyer in writing.
  
- (b) If any such change causes a material increase or decrease in the cost of, or the time required for, performance of any part of the work under this Purchase Order, Buyer shall make an equitable adjustment to the time of performance and the consideration to be paid to Seller, and the Purchase Order shall be modified in writing accordingly. Any claim by Seller for adjustment under this Article must be asserted in writing within twenty (20) days from the date of receipt by Seller of the notification of change. Any claim not so made by Seller shall be deemed to have been waived, provided, however, that if Buyer, in its sole discretion, decides that the facts justify it, Buyer may receive and act upon a proposal submitted before final payment of the Purchase Order. Any failure to agree



19. Governing Law

This Purchase Order shall be construed in accordance with the laws of Texas, excluding its choice of law rules.

20. Buyer's Representative

Buyer will designate a representative, hereinafter referred to as the Construction Engineer, who will be available at the site of the work, and who will have the authority to act for Buyer as follows:

- (a) Act as liaison between Buyer and Seller at the job site.
- (b) Make field decisions, within the gener

badge and identification card will be issued. These must be returned to the Buyer's Construction Engineer at the completion of the work.

- (b) Employees. A badge will be issued daily to Seller's employees prior to the beginning of each work shift. Each employee must be identified by Seller or its authorized representative before a badge is issued. Whenever it is necessary for Seller to secure additional employees after the start of a shift, Seller shall notify Buyer's Industrial Security Department, which will issue the necessary badges to those employees upon their arrival and identification by Seller or authorized representative. Each Seller's employee must check out with and turn in his badge to a representative of Buyer's Industrial Security Department at the end of each shift. Badges are for identification only and do not confer entrance privileges.

## 22. Responsibility of Contractors

- (a) If directed by Buyer, Seller shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work. Seller shall properly connect and coordinate Seller's work and other subcontractor work.
- (b) If any part of Seller's work depends upon the work of any other separate contractor, for proper execution or results Seller shall inspect and promptly report to Buyer any discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of Seller to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive Seller's work, except for defects which may develop in the other separate contractor's work after the execution of Seller's work.
- (c) Should Seller cause damage to the work or property of any separate contractor on the project, Seller shall, upon due notice, settle with such other contractor. If such separate contractor sues Buyer for any damage alleged to have been caused by Seller, Buyer shall notify Seller who shall defend such proceedings and pay all costs in connection therewith. If any judgment against Buyer arises

23. Notices and Modifications

(a) No notice, order, direction, determination, requirement, consent, approval or ratification under this Purchase Order shall be of any effect unless in writing.

(b) No oral statement of any person shall in any manner or degree modify or

- (b) Seller shall supervise and direct the work, using his best skill and attention. Unless otherwise directed, Seller shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work required under this Purchase Order. At all times during performance of the contract and until the work is completed and accepted, Seller shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfac

## 28. Warranty of Construction

- (a) In addition to any other warranties in this Purchase Order, Seller warrants, that work performed under this Purchase Order conforms to the Purchase Order requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by Seller or any of Seller's subcontractors or suppliers at any tier.
- (b) Unless otherwise specified, this warranty shall continue for a period of one (1) year from the date of final acceptance of the work. If the Buyer takes possession of any part of the work before final acceptance, this warranty with respect to such part of the work shall continue for a period of one (1) year from the date Buyer takes possession.
- (c) Seller shall remedy at the Seller's expense any failure to conform, or any defect. In addition, Seller shall remedy at the Seller's expense any damage, loss or destruction to the facilities at Air Force Plant 4, and for expenses incidental to such loss, destruction or damage to Buyer or Government owned or controlled real or personal property, when that damage is the result of:
  - (1) Seller's failure to conform to Purchase Order requirements; or
  - (2) Any defect of equipment, material, workmanship, or design furnished by

(g) With respect to all warranties, express or implied, from subcontractors,

This provision takes precedence over all other provisions of this agreement with respect to Year 2000 compliance. In the event of a discovery of any non-compliance, either before, concurrent with, or subsequent to delivery of a good or service under this agreement, the discovering party shall notify the other party within five (5) business days of discovery. If the defective good or service is being presented for acceptance or has already been delivered, at Lockheed Martin's option, the defective good or service shall be repaired or replaced within ten (10) business days of such notice at no cost to Lockheed Martin.

Nothing in this provision shall be construed to limit any other rights or remedies under this contract, at law or in equity that Lockheed Martin may have with respect to Year 2000 compliance.

- (m) The rights and remedies of Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided at law, in equity, or under this PO.

## 29. Inspection of Construction

- (a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) Seller shall maintain an adequate inspection system and perform such inspections necessary to ensure that the work performed under the Purchase Order conforms to Purchase Order requirements. Seller shall maintain complete inspection records and make them available to Buyer and if this PO is issued pursuant to a Government prime contract such records shall be made available to the Government. All work shall be conducted under the general direction of Buyer and is subject to Buyer and Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Purchase Order.
- (c) Buyer or Government inspections and tests are for the sole benefit of Buyer and Government and do not:
  - (1) Relieve Seller of responsibility for providing adequate quality control measures;
  - (2) Relieve Seller of responsibility for damage to or loss of material before acceptance;
  - (3) Constitute or imply acceptance; or
  - (4) Affect the continuing rights of Buyer after acceptance of completed work under Paragraph (i) below.





### 30. Special Plant Conditions

- (a) Allocation of Work. The specifications are divided into sections in an effort to separate the work by major trades insofar as possible. Any overlapping of trades or failure to include all work of a given trade under the appropriate heading will not relieve Seller of his responsibility to provide a turnkey job, complete in every respect.
- (b) Interferences. As the work progresses, Buyer will cooperate with Seller in locating and identifying interferences in the work. When interferences are encountered in the work, Seller shall notify Buyer for verification and identification. In all cases, Seller shall proceed with extreme care in the vicinity of utilities and existing installations. Seller shall repair or replace any Seller damaged installations or utilities to the satisfaction of Buyer with no additional cost to Buyer.
- (c) Concurrence with Plant Operations. Seller will be required to conduct all phases of the work in such a manner as to preclude the possibility of any interferences with or delay to Buyer's personnel and/or production work and shall be prepared at all times to readily yield right of way to Buyer's transportation system. Removal of excavated material and debris, delivery of material, and other traffic to and from the work area will be scheduled so as not to interfere with Buyer's plant operations.
- (d) Seller's Vehicles. Seller's trucks or vehicles identified with permanent type lettering will be allowed in the plant area. No privately owned vehicles will be admitted until proper certification and evidence of required insurance coverage is filed with and approved by Buyer, and a vehicle pass is secured from Buyer's Construction Engineer.
- (e) Equipment Limitations. Buyer reserves the right to limit the type of equipment used by Seller. Use of equipment that may cause damage to nearby equipment and/or endanger personnel will be especially controlled.
- (f) In-Plant Traffic. Seller shall schedule and arrange work operations so that all of Buyer's traffic will have freedom of movement through the area at all times. Seller will be advised by Buyer as to the sequence of construction necessary for existing traffic conditions.
- (g) Personnel and Delivery of Materials. All personnel, including those delivering materials, shall be instructed by Seller as to the applicable plant regulations and the location of the job site.
- (h) Safety Measures. Seller will be required to provide all safety equipment and shields and any other means necessary to preclude the possibility of injury

and/or damage to Seller's and Buyer's personnel, equipment, property or product, as determined by the location of the job site.

- (i) Protection of Other Work Parts, etc. It is the responsibility of Seller not to damage any parts, materials, equipment, etc. of any operations required to complete this work. Seller will be held financially responsible for all of its damages.
- (j) Entrance to the Plant. Entrance of personnel, vehicles and all other materials will be allowed only through gates designated by Buyer.
- (k) Medical Affiliation. Prior to commencement of work, Seller shall furnish Buyer with the name of its affiliated physician and hospital to be used in case of accident.
- (l) Overhead Work. Seller will be allowed to work over existing doors only on weekends or with the approval of Buyer's Construction Engineer. All floor areas, parts, materials, equipment, etc. shall be covered with drop cloths or otherwise protected from foreign material when work is being performed overhead. Before the end of each work period, Seller will be required to clean all debris, dust, and dirt that falls on floors, equipment, etc. as a result of its operations.
- (m) Waste Materials. Seller shall be responsible for all waste materials and debris accumulating as the result of excavation, demolition, etc. and shall dispose of same as directed by Buyer's Construction Engineer. Seller shall also be responsible for all hazardous waste generated in the performance of its work and shall comply with all 1) applicable laws; 2) OSHA Regulations; and 3) Buyer's procedures as directed by Buyer's Construction Engineer.
- (n) Environmental Matters. Seller and Seller's subcontractors shall perform all work under this PO in accordance with environmental laws and permit requirements. Seller shall be responsible

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by Seller and at no additional expense to Buyer. All repairs necessary to reinstate fire protection systems to their design capabilities shall be made immediately by qualified personnel at Seller's expense.

- (p) Construction Water. Construction water is available near the job site. Seller shall furnish all valves, fittings, hoses, etc., as required. All temporary lines, fittings, etc., shall be furnished, installed, connected, and maintained by Seller in a workmanlike manner satisfactory to Buyer, and shall be removed by Seller in like manner at his expense prior to acceptance of the work.
- (q) Drinking Water and Toilet Facilities. These facilities are available near the job site.
- (r) Lunch Room Facilities. Seller may use the vending machines during the day. Seller will be restricted from using the lunch room facilities except from 11:45 a.m. to 12:45 p.m.
- (s) Compressed Air, Electric Power and Lighting. Located near the work site are 100 psi compressed air and 120/208V 3 phase and 440V 3 phase power which will be made available to Seller at the various lighting and power panels. All temporary lines shall be furnished, installed, connected, and maintained by Seller in a workmanlike manner satisfactory to Buyer, and shall be removed by Seller in like manner at Seller's expense prior to acceptance of the work.
- (t) Service Tie-Ins to New Lines. Seller shall first install all of the new lines except for tie-ins. The lines shall then be tested as specified. Tie-ins to new lines must be done at Buyer's convenience so as to cause the least amount of interruption of existing operations. Seller shall set up and prepare his work and ready all needed materials so that the tie-ins can be accomplished in a minimum period of time. Any utility connection to be made that will interrupt service shall be cleared with Buyer's Construction Engineer at least twenty-four (24) hours in advance. Buyer will not be obligated for any additional cost over the Purchase Order price in regard to this phase of the work.
- (u) Fire Precautions. Seller will be required to observe all of Buyer's current safety and fire regulations and to comply with the requirements of the National Fire Protection Association (NFPA) and National Fire Codes, in order to provide reasonable fire protection for Air Force Plant 4 real property and personal property. Seller is required to notify Buyer of any fire incidents occurring at Air Force Plant 4 immediately.



cease work under the Purchase Order until such violations are corrected to the satisfaction of Buyer. During this work stoppage, Buyer shall not be obligated to Seller for progress payments, and no extensions of time shall be given for the completion of Seller's work.

- (bb) Closeout Documents. Seller shall submit to Buyer's Construction Engineer, all required closeout documents within thirty (30) calendar days after completion of all work (excluding administrative tasks) associated with this project. Closeout documents include, without limitation, items such as: payroll reports, as-built

### 33. PO Severability - Invalid Provisions

If any of the provisions of this PO shall contravene or be determined to be invalid under the laws of the United States or of any country in which the work is being performed, such contravention or invalidity shall not invalidate the whole PO, but the PO shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly. Buyer and Seller

(a) No Federal appropriated f

- (ii) Seller shall provide immediate written notice to Buyer if, any time prior to award of any contract, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) FAR 52.222-22 Previous Contracts and Compliance Reports. Seller represents that if Seller has participated in a previous contract or subcontract subject either to Equal



- (a) As the owner or operator of facilities that will be used in the performance of this PO that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), Seller will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (b) None of its owned or operated facilities to be used in the performance of this PO is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:
  - (1) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
  - (2) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);
  - (3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
  - (4) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102 of the Federal Acquisition Regulation; or
  - (5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

If this Purchase Order is issued under a United States Government prime contract or subcontract then, all the subparagraphs listed below in this Article 35, Government Contracts, are applicable to Seller's Purchase Order and shall be controlling over any conflicting terms and conditions set forth elsewhere in this Purchase Order.

(a) Article 16, Changes. Add the following clause as Article 16(c):

- (4) DPAS Rating. This is a rated order certified for national defense use, and Seller will be required to follow all the provisions of the Defense Priorities and Allocation System Regulation (15 CFR Part 700).
- (c) Delete Article 19, Governing Law in its entirety and substitute the following:
- Governing Law: This PO shall be construed, interpreted and applied in accordance with the Federal law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals. To the extent that the Federal law of Government contracts is not dispositive, the laws of Texas shall apply, excluding its choice-of-law rules.
- (d) Add the following to "BONDS," Article 12 (e): Other than enforcement of any rights against Seller or any persons with whom a person may be in privity, the sole remedy of subcontractors under this Purchase Order for nonpayment of any moneys due or alleged to be due for the work under this Purchase Order or any subcontract hereunder shall be the Miller Act or other applicable payment bond. Seller shall include in all subcontracts the substance of this paragraph (e), including this sentence, modified to identify the parties.
- (e) Add: Rescission, Adjustment or Termination for Illegal or Improper Activity
- (1) In the event the Government takes action pursuant to FAR 52.203-8, "Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity," to cancel the solicitation or rescind the prime contract to which this PO relates, and such action results from Seller's violation of subsection (a), (b), (c) or (d) of the Office of Federal Procurement Policy Act (41 U.S.C. 423) ("the Act") as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), Buyer may (1) rescind this PO; (2) recover from Seller all amounts paid by Buyer to Seller in connection with this PO; (3) recover from Seller any amounts, including any penalty prescribed by law, which Buyer is required to pay to the Government; and (4) recover from Seller any other costs, expenses, liabilities, incurred by Buyer in connection with Seller's violation of the Act.
- (2) Seller agrees to pay Buyer the amount Buyer's price or fee is reduced by the Government pursuant to FAR clause 52.203-10, entitled "Price or Fee Adjustment for Illegal or Improper Activity," to the extent such reduction results from Seller's violation of the Act, as amended (41 U.S.C. 423), and as implemented in the FAR. In the event the Government terminates for default any of Buyer's prime contracts under which this PO is issued, as a result of Seller violation of the Act, Buyer shall have the right to terminate this PO for default in whole or in part.
- (3) Buyer's rights and remedies under this clause shall be in addition to any other rights and remedies provided by law, regulation, or under this PO.

(f) Elimination of Class I Ozone-Depleting Substances: If Seller has not obtained specific authorization from Buyer or the Government to continue the use of Class I ODS-S71pf Sellershat

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## ATTACHMENT 1 TO APPENDIX 1

### THE FOLLOWING CLAUSES ARE FOR CONSTRUCTION CONTRACTS UNDER F33657-97-L-2018

Compliance with Regulations: The following Federal Acquisition Regulation (“FAR”) and DoD FAR Supplement (“DFARS”) clauses are incorporated herein by reference, subject to the modifications/applications indicated and the following definitions: “Contract” means this PO; “Contractor” means Seller; and “Subcontractor(s)” means Seller’s subcontractor(s).

#### FAR II

#### TITLE

#### Part A

The clauses listed in this FAR II, Part A, are not applicable to the portion, if any, of this PO which is for a commercial item(s) as described in FAR 2.101. However, no item purchased under this PO shall be regarded as a commercial item(s) unless it is specifically so designated in this PO.

52.203-6	<b>Restrictions on Subcontractor Sales to the Government</b> - If this PO exceeds \$100,000.
52.203-7	<b>Anti-kickback Procedures</b> - If this PO exceeds \$100,000. Delete paragraph (c)(1). In paragraph (c)(2), sentence two, insert “Buyer and to” after the sixth word “to.” In paragraph (c)(3), insert “Buyer and” after the sixth word “with.” Add the following to the end of paragraph (c)(4): “In addition to any other remedies which the Buyer has at law, in equity, or under this PO, Buyer shall have the right to withhold from Seller the amount, if any, that the Contracting Officer directs Buyer to withhold from Seller.”
52.203-11	<b>Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions</b> - If this PO exceeds \$100,000. The term “Contracting Officer” in the last line of paragraph 2 means Buyer.
52.203-12	<b>Limitation on Payments to Influence Certain Federal Transactions</b> - If this PO exceeds \$100,000. Change the beginning of paragraphs c(1) and c(2) to read: “Seller shall file with Buyer a disclosure form...”, and “such person” means Seller.
52.204-4	<b>Printing/Copying Double Sided on Recycled Paper.</b>
52.215-2	<b>Audit and Records - Negotiation.</b>

52.215-22

**Price Reduction for Defective Cost or Pricing Data (OCT 1995) (or, if included in Buyer's prime contract, 52.215-10, Price Reduction for Defective Cost or Pricing Data (OCT 1997))** - In paragraph (a)(2), "subcontractor" means Seller or Seller's subcontractors, and "Contractor" means Buyer. If Buyer is subject to any liability or expense, including without limitation Government withholding of payments, as the result of: 1) Seller's or its lower-tier subcontractors' submission and/or certification of alleged or actual defective cost or pricing data, as set forth in this clause and in FAR 52.215-23 (or 52.215-11, as applicable); or 2) their furnishing, as prospective subcontractors, alleged or actual defective cost or pricing data, which data was certified or required to be certified by Buyer to be accurate, complete and current as of the date of final price agreement given on Buyer's Certificate of Current Cost or Pricing Data, and which data Seller was given timely notice by Buyer to furnish and/or update prior to such date of Buyer's final price agreement; or 3) the Government Contracting Officer's rejection of Seller's or Seller's lower-tier subcontractor's claim for exception from submission of certified cost or pricing data on the basis that the price offered by the Seller or lower-tier subcontractor is based on an established catalog or market price of a commercial item sold in substantial quantities to the general public, is a price set by law or regulation, is a commercial item; or, on any other basis set forth in FAR 15.804-1 (or FAR 15.403-1, as applicable) or other pertinent law or regulation; or 4) their furnishing data of any description that is allegedly or actually inaccurate as set forth in this clause and in FAR 52.215-23, (or 52.215-11, as applicable), then Seller agrees to indemnify and hold Buyer harmless to the full extent of any damage or expense resulting from such action.

52.215-23

**Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1995) (or, if included in Buyer's prime contract, 52.215-11, Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1997)).**

52.215-24

**Subcontractor Cost or Pricing Data (OCT 1995) (or, if included in Buyer's prime contract, 52.215-12, Subcontractor Cost or Pricing Data (OCT 1997)).**

52.215-25

**Subcontractor Cost or Pricing Data - Modifications (OCT 1995) (or, if included in Buyer's prime contract, 52.215-13, Subcontractor Cost or Pricing Data - Modifications (OCT 1997)).**

52.215-26

**Integrity of Unit Prices (OCT 1995), with its Alternate I (APR 1991).**



**FAR II**

**TITLE**

**Part B**

Unless otherwise specifically set forth, the clauses listed in this FAR II, Part B, are applicable to both (i) commercial items, if any, meeting the definition thereof in FAR 2.101 and designated in this PO as commercial items, and (ii) items, if any, which are other than such commercial items.

52.203-6

**Restriction on Subcontractor Sales to the Government with its Alternate 1**





52.236-11

**Use and Possession Prior to Completion** - "Contracting Officer" means Buyer.

52.236-12

**Cleaning Up** - "Contracting Officer" means Buyer.



suspended or reduced under this clause due to Seller fraud,  
Buyer shall suspend or reduce payments to Seller.

252.243-7001

**Pricing of Contract Modifications.**

252.246-7001

**Warranty of Data, with Alternate II** - "Contracting "Officer"  
and "Government" mean Buyer.

252.247-7023





- 52.219-8 **Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990)** - If this PO offers further subcontracting opportunities, or exceeds \$500,000.
- 52.219-9 **Small Business and Small Disadvantaged Business Subcontracting Plan (FEB 1995)** - If this PO contains the clause at FAR 52.219-8. "Contracting Officer" means Buyer in the first sentence of paragraph (c).
- 52.219-13 **Utilization of Women-Owned Small Businesses (AUG 1986)** - If this PO exceeds \$2,500, except subcontracts to be performed entirely outside the U.S. and its territories and possessions, and subcontracts for personal services.
- 52.220-3 **Utilization of Labor Surplus Area Concerns (APR 1984)** - If this PO exceeds \$2,500, except subcontracts with foreign contractors that are to be performed entirely outside the U.S. and its territories and possessions, subcontracts for personal services, and subcontracts with the petroleum and petroleum products industry.
- 52.220-4 **Labor Surplus Area Subcontracting Program (APR 1984)** - If this PO exceeds \$500,000. "Contracting Officer" means Buyer.
- 52.222-1 **Notice to the Government of Labor Disputes (APR 1984)** - "Contracting Officer" means Buyer.
- 52.222-4 **Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 1995)** - If this PO exceeds \$100,000, add the following: "(f) Buyer shall have the right at its election either to withhold or to recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause."
- 52.222-6 **Davis-Bacon Act (NOV 1992).**
- 52.222-7 **Withholding of Funds (FEB 1988)** - "Contracting Officer" means Buyer.
- 52.222-8 **Payrolls and Basic Records (FEB 1988)** - "Contracting Officer" in paragraph (b) means Buyer and in paragraph (c) means Government or Buyer.
- 52.222-9 **Apprentices and Trainees (FEB 1988).**
- 52.222-10 **Compliance with Copeland Act Requirements (FEB 1988).**
- 52.222-11 **Subcontracts (Labor Standards) (FEB 1988)** - "Contracting Officer" means Buyer. Seller agrees to indemnify Buyer against any loss, cost, damage or liability by reason of Seller's violation of this clause.
- 52.222-12 **Contract Termination - Debarment (FEB 1988).**

- 52.222-13 **Compliance with Davis-Bacon and Related Acts Regulations (FEB 1988).**
- 52.222-14 **Disputes Concerning Labor Standards (FEB 1988).**
- 52.222-15 **Certification of Eligibility (FEB 1988).**
- 52.222-17 **Labor Standards For Construction Work - Facilities Contracts (FEB 1988).**
- 52.222-20 **Walsh Healy Public Contracts Act (APR 1984) - If this PO exceeds \$10,000.**
- 52.222-23 **Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity For Construction –**



- 52.236-1 **Performance of Work by the Contractor (APR 1984)** - If this PO is for \$1,000,000 or more. "Contracting Officer" means Buyer. The contractor shall perform on site and with its own organization, work equivalent to at least 12% of the total amount of work to be performed under this contract.
- 52.236-2 **Differing Site Conditions (APR 1984)** - "Contracting Officer" means Buyer.
- 52.236-3 **Site Investigation and Conditions Affecting the Work (APR 1984).**
- 52.236-5 **Material and Workmanship (APR 1984)** - "Contracting Officer" means Buyer.
- 52.236-6 **Superintendence by the Contractor (APR 1984)** - "Contracting Officer" means Buyer.
- 52.236-7 **Permits and Responsibilities (NOV 1991).**
- 52.236-8 **Other Contracts (APR 1984)** - "Contracting Officer" means Buyer.
- 52.236-9 **Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements (APR 1984)** - "Contracting Officer" means Buyer.
- 52.236-10 **Operations and Storage Areas (APR 1984)** - "Contracting Officer" means Buyer.
- 52.236-11 **Use and Possession Prior to Completion (APR 1984)** - "Contracting Officer" means Buyer.
- 52.236-12 **Cleaning Up (APR 1984)** - "Contracting Officer" means Buyer.
- 52.236-13 **Accident Prevention (NOV 1991)** - "Contracting Officer" means Government and Buyer.
- 52.236-15 **Schedules for Construction Contracts (APR 1984)** - "Contracting Officer" means Buyer.
- 52.236-17 **Layout of Work (APR 1984)** - "Contracting Officer" means Buyer.
- 52.236-21 **Specifications and Drawings for Construction (APR 1984)** - "Contracting Officer" means Buyer except the first time it is used in paragraph (a) wherein it means Buyer and Government.
- 52.243-1 **Changes - Fixed Price (AUG 1987)** - "Contracting Officer" and "Government" mean Buyer.
- 52-243-5 **Changes and Changed Conditions** - "Contracting Officer" means Buyer and "Contractor" means Seller. Delete paragraph (e).
- 52.244-5 **Competition in Subcontracting (APR 1984).**
- 52.245-2 **Government Property (Fixed-Price Contracts) (DEC 1989)** - "Government" means Buyer except 1) in the terms "Government-furnished property" and "Government property", 2) the second time it appears in Paragraph (b)(1)(ii), 3) in Paragraph (c)(1), 4) in Paragraph (f), and 5)

in Paragraph (j) and subparagraph (j)(1), "Government" means Government or Buyer. The fourth sentence of paragraph (h) is changed to read: "Neither the Government nor the Buyer shall be liable..."

52.246-23 **Limitation of Liability (APR 1984)** - Not applicable to the extent this PO is issued under a prime contract dated after January 1997.

52.246-25 **Limitation of Liability - Services (APR 1984)** - If this PO is over \$25,000; but, not applicable to the extent this PO is issued under a prime contract dated after January 1997.

52.248-3 **Value Engineering Construction (MAR 1989)** - "Contracting Officer" means Buyer, except in Paragraph (g), sentence 3, where it means Contracting Officer. "Government" means Buyer in Paragraphs (e)(1), (e)(2), and means Government and Buyer in the first sentence of Paragraph (l), and in sentence 2 of the legend. Replace the share percentage figures in Paragraphs (f) and (g) with those the parties agree to.

## DFARS I

## TITLE

252.203-7001 **Special Prohibition on Employment (APR 1993)** - If this PO exceeds \$25,000. "Contracting Officer" means Buyer.

252.204-7000 **Disclosure of Information (DEC 1991)** - In paragraph (b) "45 days" is changed to "60 days," and "Contracting Officer" means Buyer.

252.209-7000 **Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty (DEC 1991)** - If this PO exceeds \$25,000, except if for commercial or commercial-type products.

252.211-7011 **Audit of Contract Modifications - Commercial Items - (MAY 1991)** - If this PO exceeds \$500,000.

252.215-7000 **Pricing Adjustments (DEC 1991).**

252.215-7003 **Industrial Modernization Incentive Program (DEC 1991)** - If Seller is participating in a Government-approved IMIP business agreement.

252.219-7003 **Small Business and Small Disadvantaged Business. Subcontracting Plan (DoD Contracts) (MAY 1994)** - If this PO contains the clause at Far 52.219-8.

252.223-7001 **Hazard Warning Labels (DEC 1991).**

252.223-7002 **Safety Precautions for Ammunition and Explosives (MAY 1994)** - If this PO involves ammunition or explosives.

252.223-7003 **Change in Place of Performance - Ammunition and Explosives (MAY 1991)** - (If this PO involves ammunition or explosives). "Contracting Officer" means Buyer.

252.223-7005 **Hazardous Waste Liability (OCT 1992)** - "Contracting Officer" means Buyer, "Government" means Government and Buyer.

252.223-7006 **Prohibition of Storage and Disposal of Toxic and Hazardous Materials (APR 1993) with its Alternate I (NOV 1995)** - If this PO requires, may require, or permits a subcontractor to treat or dispose of Non-DoD owned toxic or hazardous materials as defined in the clause. "Government" means Government and Buyer.

252.225-7001 **Buy American Act and Balance of Payments Program (JAN 1984).**

252.225-7002 **Qualifying Country Sources as Subcontractors (DEC 1991).**

252.225-7008 **Supplies to be Accorded Duty - Free Entry** - (If this PO is for supplies).

252.225-7009 **Duty-Free Entry - Qualifying Country End Products and Supplies (DEC 1991)** - If this PO is for supplies.

252.225-7010 **Duty-Free Entry - Additional Provisions (DEC 1991)** - If this PO is for supplies.

252.225-7012 **Preference for Certain Domestic Commodities (MAY 1994).**

252.227-7013 **Rights in Technical Data and Computer Software - (OCT 1988)** - Notwithstanding any clause or other provision of this PO to the contrary, "Contract No." means the prime contract(s) under which this PO is issued and to which this clause is applicable and "Contractor" means Buyer in the first two lines of the Limited Rights Legend.

252.227-7018 **Restrictive Marking on Technical Data** - (Applicable if Technical is required to be delivered).

252.227-7030 **Technical Data Withholding of Payment.**

252.227-7036 **Certification of Technical Data Conformity.**

252.227-7037 **Validation of Restrictive Markings on Technical Data.**

252.231-7000 **Supplemental Cost Principles (DEC 1991).**

252.232-7006 **Reduction or Suspension of Contract Payments Upon Finding of Fraud (AUG 1992)** - To the extent that payments to Buyer are suspended or reduced under this clause due to Seller fraud, Buyer shall suspend or reduce further payments to Seller.

252.243-7001 **Pricing of Contract Modifications (DEC 1991).**

252.246-7001 **Warranty of Data, with Alternate II (DEC 1991) -**

nd77 Tw313 - If

- 252.247-7024 **Notification of Transportation of Supplies by Sea (DEC 1991).**
- 252.249-7001 **Notification of Substantial Impact on Employment (DEC 1991)** - If this PO is for \$500,000 or more. "Contracting Officer" means Buyer.
- 252.270-7000 **Recovery of Nonrecurring Costs and Royalty Fees on Commercial Sales (DEC 1991)** - If this PO is for components or items which can be sold commercially and which meet, or are expected to meet, a threshold of \$1 million.

## **ATTACHMENT 3 TO APPENDIX 1**

### **THE FOLLOWING CLAUSES ARE FOR GOVERNMENT CONSTRUCTION CONTRACTS \_\_\_\_ UNDER F33657-97-L-2018 OR F33657-87-E-2183**

The following Federal Acquisition Regulation (“FAR”) and DoD FAR Supplement (“DFARS”) clauses are incorporated herein by reference, subject to the modifications/applications indicated and the following definitions: “Contract” means this PO; “Contractor” means Seller; and “Subcontractor(s)” means Seller’s subcontractor(s). Except as may be otherwise specifically set forth herein; (A) the FAR clauses applicable to this PO are those set forth in the (i) FAR I listing for the portion, if any, of this PO, as is issued under a prime contract having an effective date before October 1, 1995; and, (ii) FAR II listing for the portion, if any, of this PO, as is issued under a prime contract (a) having an effective date on or after October 1, 1995, or (b) listed under the heading “Prime Contracts – FASA ADDED” at the end of this Clause 35; and, (B) the DFARS clauses applicable to this PO are those set forth in the (i) DFARS I listing for the portion, if any, of this PO, as is issued under a prime contract having an effective date before October 1, 1995; and (ii) DFARS II listing for the portion, if any, of this P



agreement given on Buyer's Certificate of Current Cost or Pricing Data, and which data Seller was given timely notice by Buyer to furnish and/or update prior to such date of Buyer's final price agreement; or 3) the Government Contracting Officer's rejection of Seller's or Seller's lower-tier subcontractor's claim for exemption from submission of certified cost or pricing data on the basis that the price offered by the Seller or lower-tier subcontractor is based on an established catalog or market price of a commercial item sold in substantial quantities to the general public, is a price set by law or regulation; or, on any other basis set forth in FAR 15.804-3 or other pertinent law or regulation; or 4) their furnishing data of any description that is allegedly or actually inaccurate as set forth in this clause and in FAR 52.215-23; then, Seller agrees to indemnify and hold Buyer harmless to the full extent of any damage or expense resulting from such action.

- 52.215-23 **Price Reduction for Defective Cost or Pricing Data - Modifications (NOV 1994).**
- 52.215-24 **Subcontractor Cost or Pricing Data (NOV 1994).**
- 52.215-25 **Subcontractor Cost or Pricing Data - Modifications (NOV 1994).**
- 52.215-26 **Integrity of Unit Prices (APR 1991) with its Alternate 1 (APR 1991) - Delete paragraph (c).**
- 52.215-27 **Termination of Defined Benefit Pension Plans (SEP 1989) - If this PO requires certified cost or pricing data and any preaward or postaward cost determinations will be subject to FAR part 31. "Government" means Government and Buyer.**
- 52.215-38 **Preparation of Offers - Construction (JAN 1991).**
- 52.215-39 **Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (FEB 1995) - If this PO requires certified cost or pricing data or if any preaward or postaward cost determinations will be subject to FAR part 31.**
- 52.215-40 **Notification of Ownership Changes (FEB 1995) - If this PO meets the applicability requirements of FAR 15.804-8(g).**
- 52.219-8 **Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990) - If this PO offers further subcontracting opportunities, or exceeds \$500,000.**
- 52.219-9 **Small Business and Small Disadvantaged Business Subcontracting Plan (FEB 1995) - If this PO contains the clause at FAR 52.219-8. "Contracting Officer" means Buyer in the first sentence of paragraph (c).**

52.219-13



- 52.222-23 **Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity For Construction –** Applicable if contract is greater than \$10,000.
- 52.222-26 **Equal Opportunity (APR 1984).**
- 52.222-27 **Affirmative Action Compliance Requirements for Construction -** If this PO exceeds \$10,000.
- 52.222-35 **Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984) -** If this PO exceeds \$10,000.
- 52.222-36 **Affirmative Action for Handicapped Workers (APR 1984)** - If this PO exceeds \$2,500.
- 52.222-37 **Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988) -** If this PO is for \$10,000 or more.
- 52.223-1 **Clean Air and Water Cert**

- 52.228-5 **Insurance - Work on a Government Installation (SEP 1989)** - If work is to be performed on a Government installation.
- 52.229-2 **North Carolina State and Local Sales Tax (APR 1984)** - (Applicable for Construction Performed in NC).
- 52.229-3 **Federal, State and Local Taxes (JAN 1991)** - "Government" and "Contracting Officer" mean Buyer.
- 52.229-6 **Taxes - Foreign Fixed-Price Contracts (JAN 1991)** - (Applicable if a fixed priced contract is performed wholly or partly in a foreign country). The FAR takes cognizance of the fact that Tax Agreements have been entered into between the United States Government and the Consortium Countries (Belgium, Denmark, the Netherlands and Norway)

- 52.236-9 **Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements (APR 1984)** - “Contracting Officer” means Buyer.
- 52.236-10 **Operations and Storage Areas (APR 1984)** - “Contracting Officer” means Buyer.
- 52.236-11 **Use and Possession Prior to Completion (APR 1984)** - “Contracting Officer” means Buyer.
- 52.236-12 **Cleaning Up (APR 1984)** - “Contracting Officer” means Buyer.
- 52.236-13 **Accident Prevention (NOV 1991)** - “Contracting Officer” means Government and Buyer.
- 52.236-15 **Schedules for Construction Contracts (APR 1984)** - “Contracting Officer” means Buyer.
- 52.236-17 **Layout of Work (APR 1984)** - “Contracting Officer” means Buyer.
- 52.236-21 **Specifications and Drawings for Construction (APR 1984)** - “Contracting Officer” means Buyer except the first time it is used in paragraph (a) wherein it means Buyer and Government.
- 52.242-12 **Report of Shipment (REPSHIP) (DEC 1989)**. (If shipment of controlled or classified materials is involved in this PO).
- 52.243-1 **Changes - Fixed Price (AUG 1987)** - “Contracting Officer” and “Government” mean Buyer.
- 52-243-5 **Changes and Changed Conditions** - “Contracting Officer” means Buyer and “Contractor” means Seller. Delete paragraph (e).
- 52.244-5 **Competition in Subcontracting (APR 1984)**.
- 52.245-2 **Government Property (Fixed-Price Contracts) (DEC 1989)** - “Government” means Buyer except 1) in the terms “Government-furnished property” and “Government property”, 2) the second time it appears in Paragraph (b)(1)(ii), 3) in Paragraph (c)(1), 4) in Paragraph (f), and 5) in Paragraph (j) and subparagraph (j)(1), “Government” means Government or Buyer. The fourth sentence of paragraph (b) is changed to read: “Neither the Government nor the Buyer shall be liable...”
- 52.246-2 **Inspection of Supplies - Fixed-Price (JUL 1985)** - “Contracting Officer” means Buyer. “Government” means Buyer except that the first time it appears in the first sentence of Paragraph (b) and in the fourth sentence of Paragraph (b), and throughout paragraphs (c) and (d), it means Buyer and the Government (provided, however, that an inspection system accepted by the Government will be deemed acceptable to the Buyer), and the first time it appears in Paragraph (k), it means Government or Buyer.

- The provisions in the clause for access, rights to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.
- 52.246-23 **Limitation of Liability (APR 1984)** - Not applicable to the extent this PO is issued under a prime contract dated after January 1997.
- 52.246-25 **Limitation of Liability - Services (APR 1984)** - If this PO is over \$25,000; but, not applicable to the extent this PO is issued under a prime contract dated after January 1997.
- 52.247-63 **Preference for U.S.-Flag Air Carriers (APR 1984)** - If this PO involves international air transportation.
- 52.247-64 **Preference for Privately-Owned U.S.-Flag Commercial Vessels (JUL 1995)** - If this PO exceeds \$25,000.
- 52.248-3 **Value Engineering Construction (MAR 1989)** - "Contracting Officer" means Buyer, except in Paragraph (g), sentence 3, where it means Contracting Officer. "Government" means Buyer in Paragraphs (e)(1), (e)(2), and means Government and Buyer in the first sentence of Paragraph (l), and in sentence 2 of the legend. Replace the share percentage figures in Paragraphs (f) and (g) with those the parties agree to.

**DFARS I**

**TITLE**

- 252.203-7001 **Special Prohibition on Employment (APR 1993)** - If this PO exceeds \$25,000. "Contracting Officer" means Buyer.
- 252.204-7000 **Disclosure of Information (DEC 1991)** - In paragraph (b) "45 days" is changed to "60 days," and "Contracting Officer" means Buyer.
- 252.209-7000 **Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty (DEC 1991)** - If this PO exceeds \$25,000, except if for commercial or commercial-type products.
- 252.210-7003 **Acquisition Streamlining (DEC 1991)** - If this PO exceeds \$1,000,000.
- 252.211-7011 **Audit of Contract Modifications - Commercial Items - (MAY 1991)** - If this PO exceeds \$500,000.
- 252.215-7000 **Pricing Adjustments (DEC 1991).**
- 252.215-7003 **Industrial Modernization Incentive Program (DEC 1991)** - If Seller is participating in a Government-approved IMIP business agreement.
- 252.219-7003 **Small Business and Small Disadvantaged Business. Subcontracting Plan (DoD Contracts) (MAY 1994)** - If this PO contains the clause at Far 52.219-8.
- 252.223-7001 **Hazard Warning Labels (DEC 1991).**

252.223-7002 **Safety Precautions for Ammunition and Explosives (MAY 1994)** - If this PO involves ammunition or explosives.

252.223-7003 **Change in Place of Performance - Ammunition and Explosives (MAY 1991)** - (If this PO involves ammunition or explosives). "Contracting Officer" means Buyer.

252.223-7005 **Hazardous Waste Liability (OCT 1992)** - "Contracting Officer" means Buyer, "Government" means Government

252.225-7027	<b>Limitation on Sales Commissions and Fees (DEC 1991)</b> - Countries listed in the prime contract(s) are incorporated herein by reference.
252.225-7028	<b>Exclusionary Policies and Practices of Foreign Governments (DEC 1991).</b>
252.225-7030	<b>Restriction On Acquisition of Carbon, Alloy, and Armor Steel Plate (OCT 1992).</b>
252.227-7013	<b>Rights in Technical Data and Computer Software - (OCT 1988)</b> - Notwithstanding any clause or other provision of this PO to the contrary, "Contract No." means the prime contract(s) under which this PO is issued and to which this clause is applicable and "Contractor" means Buyer in the first two lines of the Limited Rights Legend.
252.227-7023	<b>Drawings and Other Data to Become Property of Government (MAY 1979)</b> - "Contractor" means Seller and "Government" means Government and Buyer. "Contracting Officer" means Buyer.
252.227-7030	<b>Technical Data - Withholding of Payment (OCT 1988)</b> - "Contracting Officer" and "Government" mean Buyer.
252.227-7032	<b>Rights in Technical Data and Computer Software (Foreign) (JUN 1975)</b> - If this PO is with a non-U.S., non-Canadian Seller.
252.231-7000	<b>Supplemental Cost Principles (DEC 1991).</b>
252.232-7006	<b>Reduction or Suspension of Contract Payments Upon Finding of Fraud (AUG 1992)</b> - To the extent that payments to Buyer are suspended or reduced under this clause due to Seller fraud, Buyer shall suspend or reduce further payments to Seller.
252.235-7003	<b>Frequency Authorization (DEC 1991)</b> - If this PO requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.
252.235-7010	<b>Acknowledgment of Support and Disclaimer (MAY 1995).</b>
252.239-7000	<b>Protection Against Compromising Emanations (DEC 1991)</b> - "Government" means Government and Buyer.
252.239-7016	<b>Telecommunications Security Equipment, Devices, Techniques, and Services (DEC 1991)</b> - If this PO requires securing telecommunications.
252.243-7001	<b>Pricing of Contract Modifications (DEC 1991).</b>
252.246-7001	<b>Warranty of Data, with Alternate II (DEC 1991)</b> - "Contracting Officer" and "Government" mean Buyer.
252.247-7023	<b>Transportation of Supplies by Sea (DEC 1991)</b> - If this PO exceeds \$25,000. "Contracting Officer" means Buyer. In paragraph (d), delete the phrase, "within 30 days...Washington, D.C. 20590," and replace with the phrase "furnish with each invoice submitted for payment."

252.247-7024	<b>Notification of Transportation of Supplies by Sea (DEC 1991).</b>
252.249-7001	<b>Notification of Substantial Impact on Employment (DEC 1991)</b> - If this PO is for \$500,000 or more. "Contracting Officer" means Buyer.
252.249-7002	<b>Notification of Proposed Program Termination or Reduction (MAY 1995)</b> - If this PO is for \$500,000 or more.
252.270-7000	<b>Recovery of Nonrecurring Costs and Royalty Fees on Commercial Sales (DEC 1991)</b> - If this PO is for components or items which can be sold commercially and which meet, or are expected to meet, a threshold of \$1 million.

**FAR II**

**TITLE**

**Part A**

The clauses listed in this FAR II, Part A, are not applicable to the portion, if any, of this PO which is for a commercial item(s) as described in FAR 2.101. However, no item purchased under this PO shall be regarded as a commercial item(s) unless it is specifically so designated in this PO.

52.203-6	<b>Restrictions on Subcontractor Sales to the Government</b> - If this PO exceeds \$100,000.
52.203-7	<b>Anti-kickback Procedures</b> - If this PO exceeds \$100,000. Delete paragraph (c)(1). In paragraph (c)(2), sentence two, insert "Buyer and to" after the sixth word "to." In paragraph (c)(3), insert "Buyer and" after the sixth word "with." Add the following to the end of paragraph (c)(4): "In addition to any other remedies which the Buyer has at law, in equity, or under this PO, Buyer shall have the right to withhold from Seller the amount, if any, that the Contracting Officer directs Buyer to withhold from Seller."
52.203-11	<b>Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions</b> - If this PO exceeds \$100,000. The term "Contracting Officer" in the last line of paragraph 2 means Buyer.
52.203-12	<b>Limitation on Payments to Influence Certain Federal Transactions</b> - If this PO exceeds \$100,000. Change the beginning of paragraphs c(1) and c(2) to read: "Seller shall file with Buyer a disclosure form...", and "such person" means Seller.
52.204-4	<b>Printing/Copying Double Sided on Recycled Paper</b>





52.215-26

**Integrity of Unit Prices (OCT 1995), with its Alternate I (APR 1991).**

52.215-27

**Termination of Defined Benefit Pension Plans** - If this PO requires certified cost or pricing data and any preaward or



52.222-8	<b>Payrolls and Basic Records</b> - “Contracting Officer” in paragraph (b) means Buyer and in paragraph (c) means Government or Buyer.
52.222-9	<b>Apprentices and Trainees.</b>
52.222-10	<b>Compliance with Copeland Act Requirements.</b>
52.222-11	<b>Subcontracts (Labor Standards)</b> - “Contracting Officer” means Buyer. Seller agrees to indemnify Buyer against any loss, cost, damage or liability by reason of Seller’s violation of this clause.
52.222-12	<b>Contract Termination - Debarment.</b>
52.222-13	<b>Compliance with Davis-Bacon and Related Acts Regulations.</b>
52.222-14	<b>Disputes Concerning Labor Standards.</b>
52.222-15	<b>Certification of Eligibility.</b>
52.222-17	<b>Labor Standards For Construction Work - Facilities Contracts.</b>
52.222-21	<b>Prohibition of Segregated Facilities.</b>
52.222-23	<b>Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity For Construction –</b> Applicable if contract is greater than \$10,000.
52.222-26	<b>Equal Opportunity.</b>
52.222-27	<b>Affirmative Action Compliance Requirements for Construction</b> - If this PO exceeds \$10,000.
52.222-35	<b>Affirmative Action for Special Disabled and Vietnam Era Veterans</b> - If this PO exceeds \$10,000.
52.222-36	<b>Affirmative Action for Handicapped Workers</b> - If this PO exceeds \$2,500.
52.223-3	<b>Hazardous Material Identification and Material Safety Data</b> - “Government” means Buyer or the Government.
52.223-7	<b>Notice of Radioactive Materials</b> - “Government” means Buyer or the Government. In paragraph (a), “Contracting Officer” means Buyer.
52.223-11	<b>Ozone Depleting Substances.</b>
52.225-10	<b>Duty-Free Entry</b> - Except where noted herein, “Contracting Officer” and “contract administration office” mean Buyer, and “foreign” means non-U.S. In Paragraph (b)(1), change “20 days” to “30 days”, and “contract” means the prime contract(s). In Paragraph (b)(2), delete the fifth word “determines” and substitute the words “has been notified” in lieu thereof. In Paragraph (d), “Contracting Officer” means Contracting Officer, and “this contract” means the prime contract(s). In Paragraph (e), “this contract” means the prime contract(s), and “Contracting Officer” means Contracting Officer. In Paragraph (h), “contract administration office” means contract administration office, and “Contracting Officer” means Contracting Officer.

52.225-11

52.236-11

**Use and Possession Prior to Completion** - "Contracting Officer" means Buyer.

52.236-12

**Cleaning Up** - "Contracting Officer" means Buyer.

**DFARS II**

**TITLE**

**Part A**

The clauses listed in this DFARS II, Part A, are not applicable to the portion, if any, of this PO which is for a commercial item(s) as described in DFARS 2.101. However, no item purchased under this PO shall be regarded as a commercial item(s) unless it is specifically so designated in this PO.

252.203-7001

**Special Prohibition on Employment** - If this PO exceeds \$50,000 unless specified as \$100,000 elsewhere herein. "Contracting Officer" means Buyer.

252.209-7000

**Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty** - If this PO exceeds \$50,000 unless specified as \$100,000 elsewhere herein, except if for commercial or commercial-type products.

252.225-7012

**Preference for Certain Domestic Commodities.**

252.225-7014

**Preference for Domestic Specialty Metals, with its Alternate I.**

252.225-7026

**Reporting of Contract Performance Outside the United States** - If this PO is for over \$100,000, except a PO for commercial items (as defined in FAR 2.101), construction, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.

252.227-7013

**Rights in Technical Data and Computer Software** - Notwithstanding any clause or other provision of this PO to the contrary, "Contract No." means the prime contract(s) under which this PO is issued and to which this clause is applicable and "Contractor" means Buyer in the first two lines of the Limited Rights Legend.

252.227-7014

**Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.**

252.247-7024

**Notification of Transportation of Supplies by Sea.**

**DFARS II**

**TITLE**

**Part B**

Unless otherwise specifically set forth, the clauses listed in this DFARS II, Part B, are applicable to both (i) commercial items, if any, meeting the definition thereof in DFARS 2.101 and designated in this PO as commercial items, and (ii) items, if any, which are other than such commercial items.

252.204-7000

**Disclosure of Information -**

252.225-7028	<b>Exclusionary Policies and Practices of Foreign Governments.</b>
252.225-7030	<b>Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate.</b>
252.227-7023	<b>Drawings and Other Data to Become Property of Government (MAY 1979)</b> - "Contractor" means Seller and "Government" means Government and Buyer. "Contracting Officer" means Buyer.
252.227-7025	<b>Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends</b> - In clause (c)(1), "Government" means Government and Buyer.
252.227-7030	<b>Technical Data - Withholding of Payment</b> - "Contracting Officer" and "Government" mean Buyer.
252.227-7032	<b>Rights in Technical Data and Computer Software (Foreign)</b> - If this PO is with a non-U.S., non-Canadian Seller.
252.231-7000	<b>Supplemental Cost Principles.</b>
252.232-7006	<b>Reduction or Suspension of Contract Payments Upon Finding of Fraud</b> - To the extent that payments to Buyer are suspended or reduced under this clause due to Seller fraud, Buyer shall suspend or reduce payments to Seller.
252.235-7003	<b>Frequency Authorization</b> - If this PO requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.
252.235-7010	<b>Acknowledgment of Support and Disclaimer.</b>
252.239-7000	<b>Protection Against Compromising Emanations</b> - "Government" means Government and Buyer.
252.239-7016	<b>Telecommunications Security Equipment, Services, Techniques and Services</b> - If this PO requires securing telecommunications.
252.243-7001	<b>Pricing of Contract Modifications.</b>
252.246-7001	<b>Warranty of Data, with Alternate II</b> - "Contracting Officer" and "Government" mean Buyer.
252.247-7023	<b>Transportation of Supplies by Sea</b> - If this PO exceeds \$50,000 unless specified as \$100,000 elsewhere herein. "Contracting Officer" means Buyer. In paragraph (d), delete the phrase, "within 30 days...Washington, D.C. 20590," and replace with the phrase "furnish with each invoice submitted for payment."
252.249-7001	<b>Notification of Substantial Impact on Employment</b> - If this PO is for \$500,000 or more. "Contracting Officer" means Buyer.
252.249-7002	<b>Notification of Proposed Program Termination or Reduction</b> - If this PO is for \$500,000 or more.



**PRIME CONTRACTS - FASA ADDED**

F41689-94-G-0001	F41689-90-G-0701	F41689-91-C-0731
F08635-86-C-0249	F33657-88-C-2094	F33657-90-D-0048
F08635-96-D-0019	F33657-90-D-0031	F33657-91-C-0041
F33600-94-C-0060	F33600-93-C-0063	F33600-94-C-0068
F33600-95-C-0084	F33600-92-C-0110	F33600-95-C-0098
F33600-96-D-0036	F33600-96-C-0044	F33600-95-C-0234
F33600-96-C-0002	F33600-92-G-0004	F33657-93-G-3022
F33657-90-C-2233	F33657-93-C-2380	F33657-88-C-0037
F33657-84-C-0247	F33657-82-C-2034	F33657-82-C-2038
F33657-93-C-2374	F33657-89-C-0009	F33657-94-C-2259
F33657-95-C-2028	F33657-84-C-0192	F33657-90-C-2002
F33657-82-C-2120	F33657-95-C-2022	F33657-95-C-2005
F33657-95-C-2017	F33657-95-C-2016	N00019-95-C-0063
N00019-95-C-0080	N00019-95-C-0081	N68520-92-G-0003
N00019-85-C-0146	F42620-95-C-0100	F42620-92-C-0381
F42620-95-C-0222	F42620-95-C-0308	F42600-89-C-0832
F42620-91-C-0569	F42600-87-C-2567	F42620-91-C-0815
F42620-91-D-0378	F42600-91-G-7544	F42620-92-C-0065
F42620-92-C-0360	F42620-92-D-0158	F42620-93-D-0168
F42620-94-C-0028	F42620-94-D-0071	F42620-95-D-0176
F42620-95-D-0177	F42620-95-D-0178	F42620-96-C-0019
F42620-91-D-0035	F42620-91-D-0036	F42620-91-D-0037
F42620-91-D-0039	F42620-92-D-0056	F42620-95-D-0079
F42620-95-D-0080	F42620-95-D-0131	F42600-87-D-1616
F42600-89-D-0658	F42620-92-D-0316	F42620-94-C-0013
F42620-94-C-0072	F42620-95-C-0236	F42620-93-C-0066
F42600-90-C-0398	F42620-91-C-0732	F42620-92-C-0069
F42620-92-C-0093	F42620-94-C-0012	F42620-95-C-0110
F04606-87-D-0034	F04606-95-D-0065	F04606-87-G-0075
F04606-91-D-0486	F33657-86-C-0171	F04606-95-C-0339
F04606-88-G-0820	F41608-86-G-0657	F41608-92-G-0032
F33606-95-C-0339	F04606-96-D-0030	F33615-89-C-3600
F33615-88-C-3611	F33615-90-C-3000	F33615-95-D-3214
F33615-93-C-1204	F33615-94-C-1554	F33615-89-C-2916
F33615-92-C-3805	F33615-94-C-3210	F33615-94-C-3008
F33615-88-C-3402	F33615-87-C-3207	F33615-95-C-5021
F33615-92-C-5981	F33615-95-C-5538	

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## ATTACHMENT 4 TO APPENDIX 1

### THE FOLLOWING ADDITIONAL CLAUSES ARE FOR CONSTRUCTION CONTRACTS NOT ISSUED PURSUANT TO A GOVERNMENT PRIME CONTRACT.

1. Seller shall comply with all applicable provisions of all Federal and State laws and regulations, including but not limited to, all applicable labor and employment laws. Seller agrees to indemnify Buyer against any loss, cost, damage or liability by reason of Seller's violation of this clause.
2. The following Federal Acquisition Regulation (FAR) clauses apply to this PO. In these clauses referenced below, "Contractor" means Seller; "Contracting Officer" and "Government" mean Buyer; "Subcontractor" means Seller's Subcontractor(s).

52.236-1	<b>Performance of Work by the Contractor</b> - If this PO is for \$1,000,000 or more. "Contracting Officer" means Buyer.
52.236-2	<b>Differing Site Conditions</b> - "Contracting Officer" means Buyer.
52.236-3	<b>Site Investigation and Conditions Affecting the Work.</b>
52.236-5	<b>Material and Workmanship</b> - "Contracting Officer" means Buyer.
52.236-6	<b>Superintendence by the Contractor</b> - "Contracting Officer" means Buyer.
52.236-7	<b>Permits and Responsibilities.</b>
52.236-8	<b>Other Contracts</b> - "Contracting Officer" means Buyer.
52.236-9	<b>Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements</b> - "Contracting Officer" means Buyer.
52.236-10	<b>Operations and Storage Areas</b> - "Contracting Officer" means Buyer.
52.236-11	<b>Use and Possession Prior to Completion</b> - "Contracting Officer" means Buyer.
52.236-12	<b>Cleaning Up</b> - "Contracting Officer" means Buyer.
52.236-13	<b>Accident Prevention</b> - "Contracting Officer" means Government and Buyer.
52.236-15	<b>Schedules for Construction Contracts</b> - "Contracting Officer" means Buyer.
52.236-17	<b>Layout of Work</b> - "Contracting Officer" means Buyer.
52.236-21	<b>Specifications and Drawings for Construction</b> - "Contracting Officer" means Buyer except the first time it is used in paragraph (a) wherein it means Buyer and Government.