



EXHIBIT "C"
GENERAL CONDITIONS FOR CONTRACTS

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1. NOTICE OF OBJECTION TO DIFFERING TERMS:

Owner hereby gives notice of its objections to any different or additional terms and conditions except for any such terms and conditions as may be expressly accepted by it in writing.

2. DEFINITIONS

A. Unless the contrary appears:

“Approval” and “Approvals” shall be understood to mean the approval of the Owner, unless otherwise expressly provided.

“As directed,” “as required,” “acceptable,” “satisfactory,” and similar terms shall refer by or to the Owner.

“Contract” means that document so headed and all other documents incorporated by reference.

“Contractor” means the person, firm, or company that has undertaken to carry out the Work and includes the Contractor’s permitted assigns, successors, and legal representatives.

“Day” and “Days,” unless otherwise expressly provided, shall mean calendar days without exclusion of any kind whatsoever.

“Or equal” shall mean an Owner-approved equivalent.

“Owner” includes its successors and assigns.

“Subcontractor” means any person who carries out a portion of the Work on behalf of the Contractor under a subcontract and to whom Owner has consented pursuant to these General Conditions.

“Supplier” or “Vendor” means the Contractor or its suppliers or subcontractors, as the context infers.

“Work” shall mean all things to be provided, supplied, made, erected, or done by the Contractor pursuant to the Contract and shall include all variations permitted by the Owner under these General Conditions.

B. Where the Contract so permits, the singular shall include the plural, words importing persons shall include corporations and firms, and vice versa.

C. Headings are included for purposes of easy reference only and shall not modify or affect the meaning of this Contract.

3. REPRESENTATIONS:

Contractor hereby represents that he has relied upon his own examination of the area in which the Work is to be performed, the adjacent premises, and the approaches to the project site; and that he knows the applicable federal, state, and local laws, ordinances, and regulations, including without limitation those concerning prefabricated and preassembled material, and assumes responsibility therefore; Contractor knows, or shall be deemed to have known and is fully acquainted with the surface and subsurface conditions which may be encountered in the performance of the Work hereunder, the facilities or lack thereof for delivering, handling, and storing materials and equipment; Owner's current operations on the applicable work site; construction work which may be carried on during the term of this Contract by Owner or other contracts; and applicable labor conditions and agreements.

4. SUPPLY OF ITEMS:

A. Contractor shall take adequate measures to accomplish all elements of the Work within the time limits set forth in the Contract schedule. These measures shall include, without limitation, prompt placement of purchase orders and award of subcontracts, expediting subcontractors for engineering and fabrication, and expediting suppliers for materials and parts.

B. If required by Owner, Contractor shall furnish a progress report each month which will show the scheduled start and completion dates and the percent completion for each of the following basic activities of the Contractor and all his lower tier subcontractors: (a) Drawings and Technical Data required for approval; (b) Production/Supply of Materials and Parts by item; and (c) Shipping Schedule. Contractor shall also provide Owner's expediting representatives such information as they may request concerning the Contractor's program and schedule for the Contract and shall accord the Owner's expediting representatives full cooperation for their review and observation of Contractor's engineering, materials acquisition, and production activities at Contractor's facilities, as well as at the facilities of Contractor's suppliers and subcontractors.

C. Owner will supply those services and materials specified herein as "Owner-Furnished Services and Materials." Contractor shall supply and pay for all labor, tools, implements, equipment, machinery, utilities, materials, necessary supervision, and any other item or service required to perform the Work. All materials incorporated in the Work shall be adequate for their respective kinds, unless Owner specifies otherwise in writing.

5. PERMITS, LICENSES, AND FEES:

Owner will obtain and pay for any permits, licenses, and easements which are required by law or regulations to be obtained by the Owner for permanent structures or

permanent changes in existing facilities, unless otherwise specified in the contract. Contractor shall give such notices and obtain and pay for all other permits, connection fees, inspection fees, and licenses which may be required to fully comply with all legal requirements in connection with the prosecution of the Work and shall furnish to any governmental agency any or all bonds and cash or other deposits required in connection with the performance of the Work.

6. BOND:

If required by this Contract, Contractor shall furnish Owner payment and/or performance bonds in the dollar amount of the Contract, with agents or brokers and with sureties satisfactory to Owner. The premiums for such bonds will be in addition to the Contract price and will be paid by Owner to the surety upon submission of proper invoice.

7. LAWS AND REGULATIONS:

Throughout the performance of the Work, Contractor shall comply with all applicable federal, state, and local laws, ordinances, and regulations, whether existing or hereafter enacted, of all governing bodies having jurisdiction over the Work or any part thereof, including without limitation those pertaining to environmental, health and safety matters. In addition, Contractor shall comply with all rules and regulations which, from time to time, may be issued by Owner concerning security, health, welfare, conduct, and other similar matters.

8. RECORDS:

Contractor shall keep a complete set of accounts and records on a cost accounting basis, conforming to accepted accounting principles, showing all expenditures under this Contract. If this Contract provides for compensation on a cost basis or if Contractor claims compensation from Owner under the "Claims," "Changes," "Suspension of Work," or "Termination For Convenience" Articles of these General Conditions, or otherwise, as a condition precedent to any obligation of Owner to pay for Work hereunder, Owner or its representative shall have the right to inspect, audit, and otherwise verify such accounts and records; and Contractor shall furnish any supporting information in connection with such accounts and records, as Owner may request.

9. CONFIDENTIAL INFORMATION:

All information, including plans, drawings, designs, calculations, specifications, reports, daily logs, data, and other information disclosed to Contractor by Owner or on behalf of Owner, or prepared by Contractor in connection with the Work, shall remain or become, as the case may be, the property of Owner. All such material shall be delivered to Owner by Contractor upon completion of the Work or upon request, whichever is sooner.

Contractor warrants that, to the best of its knowledge and belief, no information or material it discloses to Owner in connection with performance of the Work contemplated by this Contract involves any subject matter which is a trade secret of any third party and that Contractor is not aware of any adverse claim, interest, or other fact or right, including patent infringement or misappropriation of trade secrets, which would in any way affect its ability to enter into this Contract and the right of Owner to utilize any information or developments flowing therefrom.

Contractor shall not use the name of Owner in connection with any other project, proposed project, advertising brochure, or other commercial use without the prior written consent of Owner.

To implement the aforesaid obligations of Contractor as to prevention of unauthorized disclosure and/or use of such information, Contractor shall limit access to such information to its officers and employees directly concerned with performance of Work by Contractor hereunder. Further, Contractor shall enter into, or shall have entered into, suitable written agreements with all said officers and employees having access to any of said information obligating said personnel not to use or disclose such information except as permitted by Owner in connection with performance of Work by Contractor called for under this Contract. In addition, Contractor shall notify in writing all of its officers and employees having access to any of said information of the source and the confidential nature thereof and of the obligation of Contractor to Owner to restrain its officers and employees from making unauthorized disclosures or use of any said information.

10. NOTICES:

Any notices to Contractor hereunder may be served in writing to Contractor's superintendent or may be served by telegram, cablegram, or registered mail addressed to Contractor at the address shown in the Contract. Any notices sent through the mail and addressed to Owner at the address shown in the Contract should also include a copy for the Owner's designated representative. Any such notice shall be effective upon delivery or seven (7) days after being placed in the ordinary course of the mail, properly addressed, whichever occurs first.

11. TAXES:

A. Contractor accepts full and exclusive liability as between himself and Owner for the payment of any and all contributions or taxes which are measured by wages, salaries, or other remunerations paid to persons employed by Contractor or his subcontractors for the Work to be performed hereunder, or which arise by virtue of their employment, and which now or hereafter may be imposed by any government, any state, or any agency or subdivision thereof. Such contributions or taxes shall include, but not be limited to, those for unemployment insurance; Workers' Compensation; or for old age retirement benefits, pensions, or annuities; and income taxes. Contractor shall comply with all administrative regulations relating to such subjects.

B. Contractor shall pay any and all taxes, excises, assessments, or other charges of any kind levied by any governmental body on or because of the Work to be done hereunder, or on or because of the use of any equipment, supplies, material, or labor in the performance of this Contract.

12. PATENTS, TRADE SECRETS, COPYRIGHTS, AND TRADEMARKS:

A. Contractor shall indemnify, defend, and hold Owner (including its successors in interest) harmless from and against any action against Owner based on a claim that the Work or any part thereof, including any process, system, method, or arrangement used by contractor, furnished by Contractor pursuant to this Contract, or the operation or use of the Work or any part thereof by Owner, constitutes infringement of any U.S. and/or foreign country Patent, now or hereafter issued, or violates, any other proprietary interest (including copyrights, trademarks, and trade secrets). In connection with any such claim, Contractor agrees to provide written notice to Owner of such claim, and to give Owner at Owner's expense such authority and assistance as may be reasonably requested or appropriate for defense of such claim.

B. In the event Owner is enjoined from the operation or use of the Work or any part thereof in connection with any said action, Contractor shall (at its sole expense) take all reasonable steps possible to procure for Owner the right to operate or use the Work. If Contractor cannot so procure the aforesaid right within a reasonable time, Contractor shall then promptly (at Contractor's expense): (i) modify the work so as to avoid infringement of any patent or other proprietary interest; (ii) other proprietary interest; or (iii) remove said Work and refund any compensation theretofore paid to Contractor and pay to Owner any transportation costs and other expenses that may have been paid or incurred by Owner in connection with the Work so removed.

C. In the event any such action is based on infringement or violation of a proprietary interest, (i) relating solely to specifications and drawings furnished by Owner, to a particular process or the product of a particular manufacturer specified by Owner, or to Owner-furnished services and materials, and (ii) such specifications, drawings, processes, or products are something other than that which has been offered or recommended by Contractor to Owner or to other parties, then the provisions of sections A and B of this Article shall not be applicable.

D. This Article shall constitute the sole agreement between the parties relating to liability for infringement or violation of proprietary rights unless expressly revised or revoked in writing on the face of this Contract.

13. INDEMNITY:

Contractor agrees to protect, defend, indemnify, and hold harmless Owner, its agents, officers, directors, employees, shareholders, representatives, insurers, parent, subsidiary and affiliated companies, contractors, and subcontractors and all of their

respective agents, officers, directors, employees, shareholders, insurers, contractors, and subcontractors (collectively, for purposes of this Article, "Owner") from and against all claims, losses, costs (including but not limited to, reasonable attorneys' fees and court costs and other costs of suit), demands, damages, lawsuits, suits, judgments, penalties, civil penalties, liabilities, debts expenses, and causes of action of whatever nature or character, whether known or unknown, whether predating this Contract or not, and whether arising out of contract, tort, strict liability, breach of warranty, products liability, misrepresentation, violation of applicable law, and/or any cause whatsoever, without limit and without regard to the cause or causes thereof, including, without limitation claims due to bodily injury, alleged bodily injury, death, or loss of personal property (collectively referred to herein as "Claims"), which in any way arise out of or are related to Contractor's performance under this Contract, and which are asserted by or arise in favor of Contractor or any contractor or subcontractor or any of its or their agents, representatives, employees, contractor or subcontractor or any of its or their agents, representatives, employees, invitees (and/or their spouses or relatives), insurers, contractors, and subcontractors, WHETHER OR NOT CAUSED BY THE SOLE JOINT, COMPARATIVE, AND/OR CONCURRENT NEGLIGENCE FAULT OR STRICT LIABILITY OF OWNER. THIS CONTRACT IS INTENDED TO INDEMNIFY OWNER AGAINST THE CONSEQUENCES OF ITS OR THEIR SOLE NEGLIGENCE, FAULT, OR STRICT LIABILITY AND AGAINST THE CONSEQUENCES OF ITS OR THEIR OWN NEGLIGENCE, FAULT, OR STRICT LIABILITY OCCURRING JOINTLY, CONCURRENTLY, OR COMPARATIVELY WITH THE NEGLIGENCE, FAULT, OR STRICT LIABILITY OF CONTRACTOR OR ANY CONTRACTOR OR SUBCONTRACTOR OR ANY OF ITS OR THEIR AGENTS, REPRESENTATIVES, EMPLOYEES, CONTRACTOR, OR SUBCONTRACTORS. It is the intent of the Owner and the Contractor hereby to allocate to Contractor the duty to purchase insurance for the benefit of all parties who are or may be affected by this Contract or the Work, all as more fully set forth in Article 14 hereof.

In any and all Claims against owner by any employee of Contractor, any contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, the indemnification obligation of Contractor under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any contractor or subcontractor under workers' compensation acts, disability benefits acts, or other employee benefit acts.

Bodily Injury Defined – "Bodily Injury" as used in this Article shall be construed to include, but not limited to, any injury physical pain, illness, sickness, disease, or impairment of physical condition of the body as well as any personal injury including but not limited to any invasion of personal rights such as libel or slander, invasion of privacy, tortious interference with a third party contract, or mental suffering.

If it is judicially determined that any of the indemnity obligations contained herein are invalid, illegal or unenforceable in any respect, said obligations shall

automatically be amended to conform to the maximum monetary limits and other provisions in the applicable law for so long as the law is in effect.

14. CONTRACTOR-FURNISHED INSURANCE:

During the term of the Contract and until final acceptance by Owner of all work to be performed hereunder, Contractor shall carry the minimum insurance described in Owner's Exhibit "D," which is incorporated herein reference in its entirety.

15. CONTRACTOR'S REPRESENTATIVE AND EMPLOYEES:

A. Contractor shall appoint a competent resident superintendent who shall be in attendance at the project site during all working hours and who shall have charge of the Work, Contractor shall give Owner written notice of the superintendent's name, current address, day and night telephone numbers, and e-mail address. The superintendent shall be authorized to receive orders and to act for Contractor in all matters and shall be qualified to superintend all Work to be performed.

B. Contractor agrees to enforce at all times strict discipline and goods order and to dismiss from the Work any person employed by Contractor or his subcontractors if Owner deems that the presence of such person is detrimental either to the performance of the Work or to Owner's other operations, or if in Owner's opinion such person is not qualified to perform the Work assigned to him or is guilty of improper conduct.

C. The Contractor agrees that, if and when he is required by the Owner to do so, he will attend and cause his subcontractors and/or their representatives to attend any and all meetings called by the Owner to accelerate or discuss the progress of the Work under this contract.

D. Contractor shall furnish to Owner on a daily basis a force report showing all personnel working each day. This force report shall show the craft designation of the employee and shall identify those employees of Contractor's subcontractors.

16. OWNER'S REPRESENTATIVE:

A. Within five (5) days after the Award of Contract, Owner will notify Contractor of the appointment of Owner's Representative. The designated Owner's Representative and Owner's Manager of Construction Services will be authorized to issue orders, directions, notices, and instructions pursuant to and within the scope of this Contract. Orders, directions, and instructions, oral or written, given to the Contractor affecting the Contract price or performance thereof, by any other person shall not be binding upon the Owner.

B. Contractor shall not act upon instructions given on behalf of the Owner by any person other than Owner's Representative, Owner's Manager of Construction Services, or such persons as Owner may from time to time appoint in writing for such purpose and

then only such orders, notices, and instructions as are within their express written authority.

17. ASSIGNMENT AND SUBCONTRACTING:

A. Neither this Contract nor any right, privilege, or obligation hereunder shall be assigned in whole or in part by Contractor without prior written consent of Owner; and any attempted assignment hereunder without such written consent of Owner shall be void. Contractor shall make all the terms and conditions of this Contract (so far as they are applicable) the terms and conditions of any permitted subcontract.

B. The subcontracting of all or any part of the Work by Contractor shall not relieve Contractor from any of the obligations or conditions of this Contract. As between the parties hereto, each subcontract shall be considered the agent and employee of Contractor. The acts and omissions of each subcontractor and all persons either directly or indirectly acting for him shall be deemed to be the acts and omissions of Contractor, and Contractor shall remain liable and responsible to Owner hereunder as if no subcontract had been made.

C. Each subcontract shall require each subcontractor to perform that portion of the Work to be performed by said subcontractor in strict accordance with the drawings and specifications that are part of this Contract, as the same may be amended in accordance herewith, insofar as applicable to said subcontractor's Work; and such subcontract shall provide that each subcontractor shall perform its subcontract so as not to result in the violation by Contractor of any of the terms, covenants, or conditions of this Contract. Contractor shall include in each subcontract such other terms and conditions as he may deem necessary to maintain control over the Work and to allow him to fully comply with all of his obligations and responsibilities under this Contract as if he were performing all of the Work hereunder without such subcontracts.

D. Nothing contained in this contract or any subcontract shall create any contractual relationship between Owner and any subcontractors or vendors or create any obligation on the part of Owner to pay or to see to the payment of any sums to any subcontractor or vendor.

E. If labor difficulties develop as a result of the existence of any subcontract or a subcontractor is deemed to be detrimental to either the progress of the Work as a whole or to Owner's operations, upon Owner's request, Contractor shall immediately terminate said subcontract, without cost to Owner, and make other arrangements to perform his obligations hereunder.

18. SCHEDULING:

A. Unless otherwise specified by Owner, Contractor shall, within fourteen (14) days after Owner's notice to Contractor of Award of Contract, submit for owner's approval a detailed breakdown of Contractor's Performance Schedule, accompanied by

Contractor's projected manpower requirements on a weekly basis for the duration of the Work. The Contractor's Performance Schedule shall be a breakdown of and shall concur with the completion requirements of the Contract. The Schedule shall be on Owner's form if furnished by Owner or on a reproducible form similar to Owner's format.

B. The Contractor's Performance Schedule shall include a breakdown by divisions of work into areas or facilities in sufficient detail that Owner may readily evaluate the Contractor's progress at any time during the course of the Work. The Schedule shall be so arranged and itemized as to be of assistance to Owner in his evaluation of the Contractor's requested progress payments.

C. The Contractor's performance Schedule shall also include the prorated amount and percentage of total Contract amount for each division of Work and the projected completion percentage for each item on not less than a monthly basis for the duration of the Work and separation of Off-site and on-site functions with regard to such completion percentages. The Contractor's performance Schedule shall show the projected total percentage and anticipated progress payments on a monthly basis. The Performance Schedule shall be supported by such evidence as to its correctness as the Owner may require.

D. Upon written approval by Owner, such detailed breakdown and schedule shall supersede previous schedules submitted and shall become and thereafter be referred to as "Contractor's Performance Schedule" and shall not be revised except by Contract Amendment. Owner's written approval of this breakdown and schedule shall be obtained before submission of the Contractor's first request for payment. Each request for payment shall be accompanied by three (3) copies of the Contractor's Performance Schedule, updated to show actual progress as compared to scheduled progress.

19. DRAWINGS, SPECIFICATIONS, SAMPLES, AND MATERIALS:

A. Contractor shall review and compare the drawings, specifications, and other instructions whether furnished by Owner or by vendors of equipment or materials, promptly upon receipt thereof; shall check all measurements and elevations; and shall promptly notify Owner of any mistakes, omissions, or inconsistencies therein. Contractor shall also notify Owner of any conflicts that the contents thereof may have with any applicable laws or regulations. In the event of such mistakes, omissions, inconsistencies, or conflicts with laws or regulations being reported to Owner and being found by Owner to be as claimed, owner will submit new drawings, specifications, or other instructions correcting such defects, and any price adjustment necessary will be made in accordance with the "Changes" Article of these General Conditions.

B. Owner, at its discretion, may supply Contractor with such additional plans, drawings, specifications and/or explanations as may be necessary to further detail and illustrate the Work to be done, and Contractor agrees to conform thereto. Contractor shall keep one (1) copy of all drawings and specifications at the project site in good order with all up-to-date modifications available for inspection by Owner.

C. Where called for in the specifications, Contractor shall submit for Owner's approval drawings and other pertinent data in accordance with the instructions in such specifications. Owner will approve or note corrections to be made and return copies to Contractor. If corrections are required, Contractor shall resubmit the required drawings and other pertinent data with corrections made. When drawings meet Owner's approval, Contractor shall proceed immediately with the performance of the Work. Copies of final approved drawings will be returned to Contractor. Contractor shall then furnish Owner with the required number of copies and one (1) reproducible tracing of final corrected drawings, unless Owner specifies otherwise. Notwithstanding Owner's approval of drawings and other pertinent data, Contractor shall be and remain fully responsible for the adequacy and completeness of such drawings and data and Work performed pursuant to such drawings and data; and Contractor shall not be relieved from any duties or responsibilities under this Contract on account of such approval.

D. Where called for in the specifications, Contractor shall submit samples of materials or other items to be included in the Work. Samples shall be submitted a reasonable time prior to installation and shall be properly marked or labeled, indicating type and brand of material, its place of origin, the name of the producer, the Contractor's name, and the name of the project for which such item is intended. Such samples shall be approved by Owner in writing before counterparts of same are incorporated in the Work. Contractor shall furnish items in accordance with said approved samples as required by the specifications unless prior written approval to supply substitutes has been obtained from Owner.

E. Where products are specified by manufacturers' trade names or brands, other products may not be used without Owner's prior written approval.

F. Contractor's requests for substitutions of specified materials will not be considered unless such requests are accompanied by complete detailed data of the proposed substitution, together with a price comparison to the originally specified item. Any increases in cost, including redesign and engineering costs, occasioned by substitutions requested by the Contractor, shall be for the Contractor's account. Any reduction in cost resulting from such a substitution shall be credited to Owner.

G. Promptly upon a request of the Owner, but in any event before Contractor notifies the Owner that the Work is ready for inspection, testing, and acceptance, the Contractor shall furnish to Owner "as-built" drawings of items constructed by Contractor.

H. The Contract drawings and specifications are complementary, and what is required by either one shall be as binding as if required by both, unless specifically stated otherwise. In the event of a conflict between the drawings and specifications involving quality or quantities, the highest quality and the greatest quantity shall be furnished.

20. WORK BY OWNER AND OTHERS:

Since the Work is one part of a project being undertaken by Owner, performance hereunder may be dependent upon work on other parts of the project by Owner or other contractors on and about the project site during the time Contractor is performing his Work. Contractor shall fully cooperate and coordinate his Work with the work of Owner and other contractors so that work on the entire project may be performed with the utmost speed consistent with good practice. Contractor shall not be entitled to or make any claim for additional compensation from or damages against Owner arising, in whole or in part, out of delay or additional costs incurred as a result of work on the project or on and about the project site performed or to be performed by Owner or other contractors; but Contractor shall be entitled to an extension of the Contract time for completion in accordance with the Delays Article, if he so requests.

21. RESPONSIBILITY FOR HEALTH, SAFETY, SECURITY, FIRE PROTECTION, AND FIRST AID:

Contractor shall conform to all health, Safety, Security, Fire Protection and First Aid requirements set forth in Exhibit "S."

22. UNION AGREEMENTS:

A. Manufacturing operations at Owner's plants are governed by agreements with certain labor unions, and copies of such agreements will be made available to Contractor by Owner at Contractor's request. Contractor agrees to take such action required by or as will be compatible with such agreements and as may be necessary to avoid disrupting relations between Owner and its employees, if not inconsistent with applicable federal and state legislation.

B. Unless expressly provided otherwise in this Contract, no adjustment in payment will be allowed Contractor for any increase in labor costs, including, but not limited to, changes in working conditions, wages, and fringe benefits.

C. Contractor shall comply and shall require subcontractors of any tier to comply strictly with the provisions covering wages and working conditions (except hiring arrangements, union security provisions, or any provisions contrary to any applicable state or federal law) contained in the applicable collective bargaining agreements with local unions affiliated with the Building and Construction Trades Department (AFL-CIO) having jurisdiction over the Work during the entire course thereof. Contractor shall pay no more or less than the amount required to be paid for various classifications of labor by said collective bargaining agreements. All jurisdiction disputes arising during the course of the Work between unions affiliated with the Building and Construction Trades Department (AFL-CIO) shall be settled in accordance with the Procedural Rules and Regulations of the National Joint Board for Settlement of Jurisdictional Disputes in the Building and Construction Industry. The labor provisions set forth above (except the provisions for the settlement of jurisdictional disputes) shall apply to the International Brotherhood of Teamsters, Warehousemen and helpers of America.

23. PERFORMANCE OF WORK:

A. The Owner will issue a written “Notice to Proceed with Field Work” setting forth the Contract starting date for field work. Contractor shall commence the site work not later than the date specified in the Owner’s Notice to Proceed with Field Work.

B. Contractor shall perform the Work in the best and most workmanlike manner, using qualified, efficient, and careful workers, in strict conformity with the generally accepted standard practices unless a higher standard is required by the specifications, and in strict accordance with the drawings and specifications, or any modifications thereto as approved in writing by Owner, and as required to conform to any applicable orders or regulations of any lawful body having the right to require that said Work should be performed in the manner specified by such body.

C. The Work covered by this contract may form only a part of a comprehensive scheme of development, and failure of the Contractor to perform the Work within the period required may delay other work or seriously affect other commitments and programs of the Owner.

D. Contractor shall furnish sufficient forces, construction plant, and equipment and shall work such hours, including night shifts, Saturdays, Sundays, and holidays as required to insure completion of the Work within the time specified in the specifications and Contractor’s Performance Schedule. Time is of the essence in this Contract, and Contractor shall complete each phase of the Work in strict accordance with the requirements of the specifications and Contractor’s Performance Schedule.

E. All machinery and equipment owned or controlled by Contractor which is proposed to be employed by him on the Work shall be of a type and of sufficient size, quantity, and condition to produce a satisfactory quality of Work within the time provided for the completion of the work.

F. Should Contractor at any time be delayed in the performance of the Work by reasons of lack of materials or equipment to be furnished by Contractor, Owner reserves the right to purchase and supply such materials or equipment to Contractor, and the cost thereof shall be deducted from the amounts becoming due to contractor hereunder.

G. Prior to commencement of Work at the project site, Contractor shall furnish a written schedule of his working hours per day and per week, which schedule shall not be changed without twenty-four (24) hours prior written notice to the Owner. If the Contractor must interrupt existing plant utilities to complete the Work, such interruption shall be done at a time designated by the Owner. If the Owner designates that the interruption take place on overtime, the Owner will bear only the premium portion of the labor costs associated with such authorized overtime.

H. In the event Owner desires to expedite completion of any phase of the Work earlier than the dates set forth in the specifications and Contractor’s Performance

Schedule and requests in writing that overtime be worked, the Owner will bear only the premium portion of the labor cost associated with such authorized overtime.

I. Contractor shall promptly notify Owner, in writing, of any facts or conditions which would affect Contractor's ability to meet the completion dates for each phase and/or activity of the Work. If Contractor fails to maintain the progress necessary for the completion of each phase and/or activity as required by the terms of this Contract, Owner shall have all the rights and remedies provided by law and provided by this contract. Owner shall have all of the rights and remedies provided by law and provided by this contract, including those set forth in the "Failure by Contractor" Articles of these General Conditions. Notwithstanding such rights and remedies, upon any such failure, Contractor shall, upon written notice by the Owner and at no additional cost to the Owner, work such hours, including night shifts, weekends, and holidays, and furnish such additional personnel, equipment and construction plant for such a period of time as Owner deems necessary to regain and thereafter maintain the progress required by the Contract. If Contractor fails to comply with Owner's notice to work overtime or to furnish additional personnel, construction plant, or equipment, or fails to regain and thereafter maintain the progress required by the Contract, Owner shall have all the rights and remedies provided by law and provided by this Contract, including those set forth in the "Failure by Contractor" Article of these General Conditions.

J. A specific storage area on the project site will be assigned to the Contractor. Additional space, if desired by Contractor, shall be furnished by the Contractor at his expense off the project site. Contractor shall promptly unload from railroad cars or trucks all Owner-furnished materials and equipment delivered to the project site during the course of the Work. Promptly after contractor commences onsite work, he shall check out and remove all Owner-furnished materials and equipment in Owner's storage areas at that time. In the event Contractor does not remove the said Owner furnished material and equipment, the Owner shall have the option to deliver same to Contractor's area at Contractor's expense and risk or allow same to remain in place at Contractor's sole risk and expense. All materials shall be stored by Contractor so as to insure the preservation of their quality and fitness for the Work and shall be located so as to facilitate prompt inspection. Contractor shall promptly notify Owner in writing of any damage to Owner-furnished material or equipment discovered during unload, uncrating, storage, or assembling operations.

K. Where specified that materials products, processes, systems, equipment, or the like be installed or applied in accordance with manufacturer's instructions, directions, specifications, or words to that effect, it shall be construed to mean that the quality of said application or installation shall be not less than that obtainable by the strict conformity with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the job site, unless otherwise specified. Where the materials, products, systems or equipment are furnished by the Contractor, no less than three (3) copies of such instructions shall be furnished to the Owner before the application or installation commences.

L. Contractor shall confine his equipment and the storage of materials to the area designated by owner and shall not at any time encumber the premises with excess materials or equipment no longer required to complete the Work.

M. Contractor shall use only established streets or, in the absence thereof, may, at Contractor's expense, and with Owner's prior written consent, construct temporary roadways. Vehicles shall not be loaded beyond capacity prescribed by any national, state, or local law, regulation, or ordinance. When it is necessary to cross curbs or sidewalks that will not be removed, protection against damage shall be provided by contractor and any damaged roads, curbs, sidewalks, or signs shall be repaired at contractor's expense.

N. Unless otherwise agreed, upon completion or termination of the Work, Contractor shall promptly remove all of his equipment and supplies from the project site, failing which Owner shall have the right to remove and place in storage such equipment and supplies at Contractor's expense.

O. To the extent that the Work involves the disposal of contaminated material, Contractor shall in compliance with applicable laws and regulations undertake on behalf of Owner to arrange for the handling, removal, treatment, storage, transportation and disposal of all material or constituents found or identified at the site as being regulated as hazardous substances, hazardous waste or toxic materials under Federal or State of West Virginia laws or regulations specifically including but not limited to paint containing lead, asbestos and polychlorinated biphenyls (PCB's).

24. RESPONSIBILITY, COMPLETION AND GUARANTEE OF WORK:

A. Until such time as the Work is completed and accepted by Owner, Contractor shall be responsible for the Work, for all items for incorporation into the Work to be furnished by contractor, and for all Owner-furnished items that have been checked out to Contractor. Contractor shall, at its sole expense, promptly repair, restore, or replace to Owner's satisfaction all damage to, or destruction or loss of the Work or such items resulting from any cause whatsoever. Contractor shall also, at its sole expense, promptly repair, restore, and replace any real or personal property, including tools and equipment in the custody of Owner or other contractors, which Contractor or his subcontractors or suppliers or their respective employees, agents, or invitees may damage, destroy, or lose.

B. If the Work is defective or otherwise fails to comply with the plans and specifications, or if Contractor fails in any way to perform according to the contract, Owner may require Contractor to remedy such defect or failure at no expense to Owner; Owner may remedy such defect or failure and deduct the cost hereof from any amount due or to become due to contractor and recover any such excess costs from Contractor; or at Owner's election, Owner may exercise any other remedies Owner may have under this Contract or at law. Costs to remedy a defect or failure shall include repairs to other work damaged by such defect or failure or damaged by the repairing of same.

C. Contractor hereby guarantees the Work to be performed hereunder against defects in material and workmanship, other than owner-furnished materials and equipment for a period of one (1) year after the date of acceptance as set forth in the "Certificate of Completion and Acceptance," and, which respect to any portion of the Work which has been repaired by Contractor after such date of acceptance, for a period of one (1) year from the date of completion of such repair. Contractor shall immediately, after receipt of written notice thereof, make good and such defects in material or workmanship which may develop during such guarantee period and any damage to other work caused by such defects or the repairing of same, all at Contractor's expense. Contractor shall assign any and all rights under any warranties he may have received or be entitled to from vendors of the materials and equipment incorporated in the Work, to the extent such warranties extend beyond the period of contractor's guarantee hereunder, as requested by Owner.

D. Before the completion of the entire Work, the Owner may desire to place part of the Work in service. The Owner will first inspect the Work, making notations of incomplete or unacceptable items which are found at that time, and furnish Contractor with a copy of such notations. The Owner may then place such Work in service or make it available to other contractors, so as to allow them to perform their work. Such use of part of the Work shall no relieve Contractor from any of his obligations under the Contract or his responsibilities to complete the Work as scheduled and to correct unacceptable portions as soon as possible, nor shall retained monies be released until all Work is completed. Contractor shall receive no additional compensation beyond the contract price for the completion of the Work. Contractor shall allow proper access to the completed portions of the Work for the purposes described herein.

25. CHANGES:

A. Owner may, by written notice, make changes in, additions to, and deletions from the Work within the general scope of the Work. Contractor shall promptly comply with all such written notices. Contractor shall not be entitled to any increase in the Contract Compensation or extension of the contract time of performance on account of any change in or addition to the Work unless (s) such change or addition is covered by Owner's written notice and (b) Contractor complies with the requirements of Paragraph D in this Article.

B. Subject to the provisions of Paragraph A above, the contract compensation shall be increased or decreased, as the case may be, on account of each authorized change, addition, or deletion by an amount equal to the sum of (a) the lowest reasonable increase or decrease, if any, in the direct cost of performing the Work resulting from such change, addition, or deletion and (b) the allowances provide for in the Contract, or if no allowances are stated in the Contract, a maximum of twenty-five percent (25%) of the direct cost to cover overhead and provide as the provided that if the contract Compensation provides for unit prices, such unit prices shall be applicable in lieu of (a) and (b) to the extent such change, addition, or deletion involves Work covered by such unit prices.

C. Subject to the provisions of Paragraph A above, the Contract time of performance of the Work shall be increased or decreased, as the case may be, for each authorized change, addition, or deletion by the lowest reasonable number of days by which the time required for contractor's completion of each phase of the Work will be increased or decreased as a result of such change, addition, or deletion.

D. Within fourteen (14) days following Contractor's receipt of each written notice issued by Owner pursuant to Paragraph A above, Contractor shall give owner a detailed written statement of the adjustments in Contract Compensation and/or Contract time of performance which contractor proposed to be made pursuant to Paragraphs B and C above. Said statement shall be accompanied by itemized supporting data identifying each and every element of increase or decrease in cost involved, including a detailed schedule showing when Contractor proposes to start and complete the changes in the Work and the net effect such changes in the Work will have on any of the completion requirements. At Owner's option and upon Contractor's written request, owner may grant in writing an appropriate extension of said fourteen (14) day period if, in owner's opinion, conditions warrant such extension, provided Contractor's written request therefore was submitted to Owner prior to the expiration of said fourteen (14) day period.

E. In the event Owner and Contractor do not agree upon the adjustments in Contract compensation or Contract time of performance, as provided in Paragraphs B and C above, Owner may, at its option, determine the adjustments which it considers to be appropriate and notify Contractor in writing of such determination. Each such determination of which Contractor is so notified by owner shall be final and binding upon Owner and Contractor; and the Contract shall be modified in accordance therewith, unless within thirty (30) days following Contractor's receipt of the notice covering such determinations Contractor protests such determination by written notice to owner. Each such notice of protest shall contain a detailed statement of the elements of Owner's determination with which Contractor disagrees. Contractor's protest of any such determination shall in no way whatsoever relieve Contractor of its obligation to comply promptly with any written notice issued by Owner pursuant to Paragraph A above. Notwithstanding Contractor's protest of any determination concerning adjustments in Contract Compensation made by owner pursuant to this Paragraph E, progress payments shall take such determination into account thereafter until the appropriate adjustment as provided for in Paragraph B is agreed upon by the parties or is otherwise finally determined.

F. From time to time during the Course of the Work, Owner may provide Contractor with descriptions of changes, additions, or deletions being considered by Owner. As soon as practicable, following its receipt of each such description, Contractor shall provide Owner with a detailed written statement of the adjustments in Contract Compensation and/or Contract time of performance, if any, which Contractor would propose pursuant to Paragraphs B and C above, in the event Owner authorized such changes, additions, or deletions pursuant to Paragraph A above.

G. This Article shall not require owner to give contractor any preference in awarding additional work, whether or not within the general scope of the work.

26. DELAYS:

In the event of delay to Contractor resulting from interference by Owner; delay or failure of Owner in making the site available or in furnishing any items required to be furnished by Owner to Contractor pursuant to this Contract; or Acts of God, extraordinary condition of the weather for the area and time of year in which the Work is to be performed, strikes, walkouts, work stoppages, labor disturbances, slowdowns, boycotts, or compliance with labor agreements, fire, or unforeseeable shortage of materials or equipment, and except as otherwise expressly provided to an extension of time only with regard to the completion requirements affected by such delay and only by the amount of time he is actually delayed thereby in the performance of the Work, provided notice is given as hereinafter provided. Contractor shall not be entitled to, and hereby waives any and all claim to, increased compensation for, or damages which he may suffer from, any such causes. Contractor shall not be entitled to any such extension of time for delay from any such causes unless he notifies Owner in writing within five (5) days of the commencement of each such cause or the occurrence thereof of the probable duration thereof, together with essential supporting data, and thereafter gives prompt written notice of the termination thereof. Any requests for an extension of time shall be accompanied by a revised Construction Schedule, which if approved by owner, shall become Contractor's performance Schedule.

27. PAYMENT:

A. Contractor shall receive as full and complete compensation for performance hereunder the compensation provided for in the Contract. Subject to all other provisions of the Contract, said compensation shall be paid as provided in this Article.

B. Within ten (10) days after the end of each month, Contractor shall submit a detailed estimate of the value of the Work done and materials delivered to plant site each month. Owner will then make its own determination of said value, and said determination of Owner shall be final and conclusive. Unit prices, if applicable, shall govern.

C. Within sixty (60) days after such determination, Owner shall remit to Contractor ninety percent (90%) of the amount determined by Owner to be due to Contractor for such period.

D. Within ten (10) days after the expiration of the period within which liens against the Work or Owner's property may be filed under the laws of the state where the Work is performed, such period to commence no sooner than the completion date as set forth in the "Certificate of Completion and Acceptance" as issued pursuant to the "Inspection and Acceptance" Article of the General Conditions. Owner shall pay to

Contractor the balance of the Contract price, subject to satisfaction by Contractor of the conditions herein set forth.

E. As a condition precedent to Owner's obligation to make payment of retention monies under this Contract, Contractor shall execute a written general release of all claims against Owner and its property, agents, and employees arising under or in any way connected with this Contract; and Owner may further require Contractor to furnish written general releases and waivers of all claims by Contractor or any and all subcontractors, assignees, vendors, or other furnishing labor, materials, services, or equipment in connection with contractor's performance of this Contract.

F. Contractor shall notify Owner of all claims and promptly pay any undisputed claims of any and all subcontracts, assignees, vendors, or other furnishing labor, materials, services, or equipment in the performance of the Work under this or any other Contract with Owner.

G. Contractor shall immediately discharge or obtain releases for stop notices, liens, attachments, or levies which may be filed in connection with the Work to be performed hereunder or any work by Contractor under any other Contract with Owner. Owner may withhold from any monies due Contractor, under this amounts withheld under subsection C above, one hundred twenty-five percent (125%) of the aggregate amount of stop notices, liens, attachments, or levies until the same are discharged, satisfied, or released. If all such stop notices, liens, attachments, or levies are not discharged, satisfied, or released within a reasonable time prior to the date Owner may be directed to pay same by court order or make such payment in order to preserve or protect Owner's property. Owner may, upon notice to Contractor of its intention to do so, apply any funds withheld or monies to become due to Contractor to satisfy, discharge, or secure the release of same. Any such application shall constitute payment to Contractor in like amount under the Contract. Contractor shall be liable to Owner for any additional expense incurred by Owner as a result of Contractor's default hereunder; and Owner shall have the right, among other remedies, to deduct the amount of any such additional expense from the Contract price.

H. Owner's obligation to make any of the payments required hereunder shall also be subject to the right of Owner, at its option, to withhold an amount equal to the amount of any outstanding claims Owner may have against Contractor under or in connection with this Contract or any other contract between the parties hereto, said amount withheld being above and beyond any retention amount which may be withheld by Owner under the terms of this "Payment" Article.

I. Any overpayment by Owner to Contractor shall be deemed to be a mistake of fact and promptly repaid to Owner upon demand.

28. CLEANING OF SITE:

A. Contractor shall at all times keep the project site free from accumulations of waste materials or rubbish caused by his performance of the Work and shall maintain his working and storage areas in a reasonably clean and non-hazardous condition. Upon the completion of the Work, Contractor shall remove his waste materials, rubbish, tools, equipment, temporary buildings or structures, and his surplus materials and shall leave the work area clean and in a condition reasonably fit for immediate use. Any surplus materials or equipment, scrap, or salvage materials which may have been used by Contractor but which remain the property of Owner shall be removed by Contractor to such places on the project site as may be designated by Owner.

B. Contractor shall carry out at his own expense all drainage and pumping required keeping the Work dry during his performance of the Work and until acceptance by Owner.

C. Contractor shall dispose of all water, waste, surplus excavated materials, rubbish, brush, trees, stumps, debris, petroleum products, and all other materials not required in the Work at disposal areas on the site designated by Owner, or if none is designated by Owner on the site, Contractor shall remove same from Owner's site and dispose of same off site in a lawful manner. In no event shall Contractor allow spoil, waste, or surplus materials to be placed in or to contaminate water to be discharged into any area that will pollute a natural stream or body of water. Contractor shall not burn any waste or surplus materials on the Owner's site.

D. If, at any time, the project site has accumulated waste materials and rubbish or is hazardous due to poor housekeeping on the part of Contractor, and if upon notice to correct such conditions, Contractor fails to do so forthwith; such failure shall be deemed a breach of Contractor's obligations hereunder.

E. Contractors shall immediately report to appropriate authorities and shall clean up and remediate in accordance with applicable federal and state laws, rules and regulations, any and all releases of hazardous substances caused by Contractor or anyone acting on behalf of Contractor.

29. INSPECITON AND ACCEPTANCE:

A. All Work and materials, both before and after installation, shall be subject to owner's inspection and approval. Owner may visit, take inventory, and inspect the Work and materials and make tests thereon in order to check analysis, weights, proportions, dimensions, and character of materials and the temperatures at which they are prepared, at all times and places during the progress of the Work. Contractor shall provide access to the Work and materials and reasonable facilities and assistance for the safety and convenience of Owner for such activities. If any law, regulation, code or legal agency requires any of the Work to be tested, inspected, or approved, Contractor shall give Owner reasonable notice of the time and place of such inspection ad cause same to be inspected at Contractor's expense.

B. Within a reasonable time after receipt of notice from Contractor that the Work as a whole is completed and ready for inspection, testing, and acceptance. Owner shall make such inspection and tests as it may deem necessary. If the Work is acceptable Owner shall issue to Contractor a "Certificate of Completion and Acceptance" cover the Work.

C. Neither the issuance of a "Certificate of Completion and Acceptance" nor other inspection, approval, or payment, including final payment, under this Contract shall be construed to be an acceptance of defective material or workmanship or shall be an admission of contractor's satisfactory performance of the Work and shall not relieve Contractor of any of its obligations under this Contract.

30. SUSPENSION OF WORK:

Owner may, for its convenience, suspend the Work in whole or in part at any time by written or telegraphic notice to Contractor stating the nature, effective date, and anticipated duration of such suspension; whereupon Contractor shall suspend the Work to the extent specified and shall place no further orders or subcontracts relating thereto. During the period of any such suspension, Contractor shall protect and care for all Work, materials, and equipment at the projects site or at the storage areas under his responsibility. Contractor shall give Owner copies of all outstanding orders and subcontracts for materials, equipment, and services and shall take any action on such orders and subcontracts as Owner may direct. If the cost of the Work, including the cost of any additions to the Work made necessary by such suspension, is increased or decreased by such suspension, the Contract price shall be adjusted by the Contractor's actual direct costs, as approved by owner, resulting from such suspension, plus an allowance of ten (10) percent of the approved direct costs for overhead and profit. If additional time for the completion of the Work is required as a result of such suspension, Contractor shall submit a written request for additional time before commencing work after the period of such suspension. Failure to submit such a request shall be deemed a waiver of any right to additional time due to such suspension.

31. TERMINATION FOR CONVENIENCE:

A. For its convenience, Owner may terminate the Work in whole or in part at any time by written or telegraphic notice to Contractor stating the extent and effective date of such termination; whereupon Contractor shall (i) stop all work and place no further orders or subcontracts for materials, services, equipment, or supplies, except as may be necessary to complete portions of the Work not terminated; (ii) assign to Owner, in the manner and to the extent directed, all of the rights of Contractor under work orders, purchase orders, and subcontracts relating to the terminate portions of the Work.; (iii) terminate work orders, purchase orders, and subcontracts outstanding, to the extent that they relate to the terminated portion of the Work and are not assigned to Owner; (iv) take any necessary action to protect property in Contractor's possession in which Owner has or may acquire an interest: (v) complete performance of the un-terminated portion of the

Work; and (vi) take any other action toward termination of the Work which Owner may direct.

B. In the event of termination under this Article, Owner will pay to Contractor, subject to the limitation hereinafter set forth, the sum of (i) the costs incurred by contractor in the performance of the terminated portion of the Work prior to termination; (ii) an allowance for overhead, general, and administrative expenses, including those of all subcontractors, which shall in no event exceed fifteen percent (15%) of direct costs; (iii) an allowance for profit not to exceed ten percent (10%) of the foregoing in lieu of profit. Deductions will be made by Owner for amounts previously paid to Contractor and for any amounts which may be due Owner or which owner may offset or withhold by the terms hereof. In any event, the total amount of all payments to contractor shall not exceed the proportion of the total Contract that the Work actually performed (including materials delivered to the project site or in transit to the project site) at the date of termination bears to the entire Work to be performed hereunder. Any payment to Contractor under this Article shall be made in accordance with the provisions of the "Payment" Article of these General Conditions.

C. After receipt of a notice of termination, Contractor shall submit to Owner its written termination claim, in the form and with the certification which Owner may prescribe. Such claim shall be submitted promptly, but in no event more than ninety (90) days after the effective date of termination.

32. FAILURE BY CONTRACTOR:

A. In the event Contractor fails to prosecute the Work, or fails to make the progress set forth in this Contract, or fails to pay any indebtedness when due, or fails to perform any of the conditions of or obligations assumed under this Contract or becomes insolvent, or in the event of the institution of any voluntary or involuntary proceedings by or against Contractor in bankruptcy or insolvency, or in the event of the appointment of a receiver, trustee, or assignee for the benefit of creditors of contractor, Owner shall have the right if so elects and without prejudice to any other rights it may have to exercise all or any of the following powers: (i) to suspend payments in whole or in part under this Contract until the default has been remedied, and (ii) to take the Work remaining to be completed wholly or partly out of the hands of Contractor or any other person in whose hands or possession the Work or any part of it may be, in which event Owner may take over such Contractor's and such other person's tools, equipment materials, and supplies as Owner deems necessary to complete such Work or may award such Work to another contractor, all at Contractor's expense. In such event, Contractor, in the manner and to the extent directed by Owner, and only to that extent, shall assign to Owner all of the rights of Contractor under work orders, purchase orders, and subcontracts relation to the work.

B. In the event Owner exercises its rights under A (ii) above, Contractor shall not receive any further payment for the portion of the Work taken out of the hands of the Contractor until the Work is completed. The actual expense of completion, including

subcontracting costs and compensation for materials and equipment furnished by Owner and for its managerial and administrative expenses attributable thereto, shall be certified by Owner and shall be binding on the parties. If such expense shall be less than the unpaid balance of the compensation to be paid Contractor for fully performing the Work, the difference shall be binding on the parties. If such expense shall be less than the unpaid balance of the compensation to be paid Contractor for fully performing the Work, the differences shall be paid to Contractor in accordance with the provisions of the "Payment" Article of these General Conditions; and the property of contractor shall be released to Contractor at the project site. If such expense exceeds the unpaid balance of such compensation, Contractor shall promptly pay the difference to Owner on demand. Owner may retain possession of and/or place in storage Contractor's equipment and property, at the risk and expense of Contractor, until such payment is made, and may, upon sixty (60) days' notice, sell the same at public or private sale and be a purchaser thereat and may execute any act or deed on behalf and as agent of the Contractor to complete the sale and to transfer and perfect the title of any purchaser thereof.

C. In addition to the rights provided above, Owner shall have and may exercise or enforce any other rights or remedies provided by law or equity for any default or breach by Contractor; and Contractor shall be liable for and shall pay any losses or damages suffered by Owner arising out of any such breach or default by Contractor in the performance of this contract.

33. CLAIMS:

Subject to and without in any way enlarging or limiting the other provisions of this Contract, and unless otherwise specifically prescribed in this Contract, any claim of contractor against owner for extension of time, extra compensation, or damages, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by Contractor unless said claim is set forth in writing, accompanied by itemized supporting data specifically identifying each and every element of cost that Contractor claims to have incurred or claims that he will incur, and filed with Owner within thirty (30) days after the conditions upon which said claim is based became known or should have become known to Contractor.

34. INDEPENDENT CONTRACTOR:

Contractor shall perform the Work hereunder solely as an independent contractor and not as the agent or employee of Owner.

35. NON-WAIVER:

No waiver of any provision of this Contract shall constitute a waiver of any other provisions of this Contract or of the same provision in any other instance; and waiver of a breach of any provision of this contract shall not constitute a waiver of any other breach of such provision or breach of any other provision of this Contract.

36. ENTIRE CONTRACT:

This Contract contains the entire and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes all negotiations, proposals, notices of award, purchase orders, agreements, and understandings, written or oral. In the event any specification, drawing, or exhibit forming a part of this Contract contains terms or conditions inconsistent with these General Conditions, these General Conditions shall control. No amendment, variance, or change in the provisions of this Contract shall be effective except in writing signed by the authorized representatives of the parties hereto.

37. APPLICABLE LAW:

This Contract shall be governed by and construed in accordance with the laws of the State of West Virginia, U.S.A.

38. CAMERAS-PHOTOGRAPHS:

In the absence of the prior express written permission from an authorized party of Owner, Contractor shall not bring any cameras onto the premises of Owner and shall not take, have taken, or otherwise acquire photographs of any kind, including the Work, at various stages of progress or upon completion thereof, or photographs of any plans, drawings, specifications, or other subject matter relation to said Work. In the event that Owner does authorize Contractor to take, have taken, or otherwise obtain any such photographs, the receipt and use thereof will be subject to such terms and conditions as Owner deems appropriate at the time. The aforesaid restrictions concerning photographs shall also apply in the event any of the Work is to be performed off owner's premises.