

## TERMS AND CONDITIONS OF RENTAL

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**1. COMPLETE AGREEMENT:** This Order shall become a binding agreement of Lessor and Lessee upon signing and returning an acceptance copy of this Order, or upon Lessor otherwise acknowledging acceptance of this Order or commencing performance of this Order, whichever occurs first. This Order, together with the specifications, drawings and documents referred to herein and the other documents referred to therein, which by this reference are all made a part hereof, constitute the entire agreement between the parties, and all prior negotiations, proposals, and writing pertaining to this Order, or the subject matter hereof, are superseded hereby. Any reference to Less or 's quotation, bid, or proposal does not imply acceptance of any terms, conditions, or instruction contained in such document.

Any invoice, acknowledgment or other communication issued by Lessor in connection with this Order shall be construed to be for record and accounting purposes only. Any terms and conditions stated in such communication shall not be applicable to this Order and shall not be considered to be Lessor 's exceptions to the provisions of this Order. Trade custom and/or trade usage is superseded by this Order and shall not be applicable in the interpretation of this Order.

Anything that may be called for in the specifications and not shown on the drawings, or shown on the drawings and not called for in the specifications, shall be of like effect as if called for and shown in both. In the event of any ambiguities, express conflicts or discrepancies in the specifications, drawings or other documents which are a part of this Order, Lessor shall immediately submit the matter to Lessee for its determination and shall comply with the determination of Lessee in such matter.

All headings and numbering in this Order are for convenience of reference only and shall in no way be used in interpretation of any of the provision in this Order.

**2. CHANGES:** No substitutions shall be made in this Order without the prior written consent of Lessee.

Lessee shall have the right by written direction to make changes in the specification and drawings for goods or services covered by this Order. If believes that such change affects the price or delivery date for such goods or services, shall so notify Lessee in writing (with adequate supporting documentation) within five (5) working days after receipt of said written direction. Lessor shall suspend performance of the change unless thereafter released in writing by Lessee to perform said change, Lessor and Lessee and Lessor shall mutually agree in writing upon an equitable adjustment in the price and/or delivery date to reflect the effect of such change.

Lessor's request for any adjustments shall be deemed waived unless submitted in writing within such five (5) working days after receives direction to make such changes. Lessor shall not suspend performance of the unaffected portion of this Order while Lessee and Lessor are in the process of making such changes and any related adjustments or at any time thereafter unless so instructed in writing by Lessee. If released in writing by Lessee, Lessor shall comply with and perform such change in accordance with the terms of this Order during the time Lessor and Lessee require to mutually agree upon an equitable adjustment. No agreement or understanding modifying the conditions of terms of this Order shall be binding upon Lessee nor will extra

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compensation be paid by Lessee unless the agreement or understanding is made in writing.

**3. ASSIGNMENT:** Neither this Order nor any portion hereof shall be assigned or delegated without Lessee's prior written consent and any such assignment or delegations shall be void. Lessee reserves the right to assign this Order to the Owner or Owner's successors or assigns or to Lessee's affiliates, and hereby consents to any such assignment.

**4. LAWS AND REGULATIONS:** Lessor warrants that all goods and services supplied pursuant to this Order will comply with all applicable laws, ordinances and regulations, and further shall provide all permits, certificates and licenses which may be required for the performance of the Order. This Order shall be subject to the law and jurisdiction of the State of Ohio unless expressly designated otherwise in the Order.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Order and shall be disclaimed and excluded from any contracts placed by with its suppliers.

Lessor further warrants that all goods furnished by in performance of this Order will comply fully with the Occupational Safety and Health Act of 1970 (84 U.S. Statute 1590), as amended and the State plans approved under such Act, and the regulations there under, to the extent applicable to such equipment, and in addition to any other rights or remedies which Lessee may have, shall indemnify, defend and hold harmless Lessee and its Owner from and against any and all claims, loss, or liability arising from failure of such goods to comply therewith.

Lessor certifies that it has an affirmative action policy ensuring equal employment opportunity without regard to race, color, national origin, sex, age, religion or handicap, that it maintains no employee facilities segregated on the basis of race, color, religion or national origin and that it is not debarred or suspended from being awarded Federal or Federally assisted contracts.

If applicable to this Order, the following laws, orders and regulations, as amended, are hereby incorporated by reference: Executive Order 11246; Vietnam Era Veterans Readjustment Act; Rehabilitation Act of 1973; Veterans Compensation, Education and Employment Act; 41 CFR 60-1.4 (Equal Employment Opportunity); 41 CFR 60-250.4 (Veterans Affirmative Action); 41 CFR 60-741.4 (Handicap Affirmative Action); 41 CFR 601.40 (Affirmative Action Plans); 41 CFR 601.7 (EE01 Reports); 41 CFR 61650 (Veterans Employment Reports).

Lessor hereby certifies that the goods and services provided hereunder shall be produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and the regulations and orders of the U.S. Department of Labor issued under Section 14 thereof, and that each invoice submitted hereunder shall be correct and authentic and the only one issued for the goods and services mentioned.

Lessor certifies that it is in compliance, and shall at all times remain in compliance, with all applicable anti-corruption and anti-bribery laws, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended.

*This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5 (a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.*

*This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5 (a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.*

**4a. DISPUTES:** Any dispute arising out of or related to this purchase order shall be resolved by litigation in The Courts of Hamilton County, Ohio. Prior to and/or during litigation the and Lessee may attempt to settle any dispute by negotiation and/or by mediation and/or by arbitration as they may agree.

**5. SHIPMENT:** Partial shipments must be accompanied by identifying documents, but such shipments shall not be construed as making the obligations of Lessor severable. No charge will be allowed for packing, shipment or handling unless stated in this Order. shall pay for damaged goods resulting from improper packing or marking. Itemized packing lists must accompany each shipment. Lessee's count will be accepted as final and conclusive on shipments not accompanied by itemized packing list. If applicable, shipments shall be palletized to the maximum extent of palletization. Costs for palletizing are included in the purchase price. All goods received in excess of Order requirements will be subject to return for credit at Lessor's expense.

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**6 INSPECTION:** Equipment leased under this Order is to be delivered to the Lessee in good operating condition, and will be returned to the Lessor in the same condition as delivered, less normal wear and tear. Except as otherwise provided in this Order, all shipments shall be subject to complete assembly, final inspection and acceptance within a reasonable time by Lessee after receipt at destination. Reasonable time will vary as may be appropriate to the characteristics of the equipment so leased. Lessee further reserves the right to inspect all equipment during any stage of preparation or repair by Lessor or Lessor's suppliers.

**7. PRICE AND PAYMENT:** Lessor represents that the price charged is the lowest price charged by Lessor to a Lessee of a function similar to the Lessee. Lessor agrees to remit to the Lessee any taxes, which Lessor collected improperly or illegally. Payment will be made by Lessee upon the receipt and approval of Lessor's monthly invoice covering rentals earned during preceding month. Lessor shall furnish, if and when requested by Lessee, affidavits that all bills have been paid, such affidavits to be supported by receipted bills. Prior to payment, Lessee may require Lessor to release all liens and claims in a form suitable to Lessee. Rental Rates shall be monthly, unless otherwise instructed on the face of this order and should be based on single shift operations of 200 hours per month. Partial monthly rentals shall be pro-rated on the basis of a thirty day month. Any scheduled second or third shift overtime rates must be negotiated in advance and shown on the face of this Order. Unless otherwise stated herein, no payments will be made on invoices representing advanced monthly rentals.

**8. WARRANTY:** Lessor warrants that all equipment and services furnished to Lessee shall conform to the requirements of this Order and, to the extent not otherwise expressly specified, shall be in compliance with all American standards generally accepted in the industry and applicable at the time of delivery. When equipment leased hereunder has been manufactured outside the United States, Lessor shall furnish the foreign manufacturers' names and addresses and provide in English, all operating and maintenance instructions, and written assurances of compliance with American standards. Lessor warrants that the equipment covered by this Order shall be free of defects in material or workmanship, and agrees to make good, at Lessor's expense, any such defect which may occur. Lessor further warrants that the equipment furnished hereunder shall fulfill satisfactorily the performance requirements specified herein. All warranties shall run to the Lessee, its successors, assigns, customers and subcontractors, and Lessor agrees to provide directly to the ultimate user written evidence of these warranties as required. In addition, Lessor agrees to reimburse Lessee for any cost incurred in the enforcement of these warranties and for any damage incurred by Lessee in connection with their breach. The warranties stated above are in addition to any warranties provided under the Uniform Commercial Code.

In the event that Lessor furnishes an operator in connection with the leased equipment, Lessor certifies that such operator is qualified to properly operate the equipment and agrees to replace the operator should Lessee determine that the operator's performance is not satisfactory.

Lessor agrees that the warranties and obligations set forth herein shall survive inspection, acceptance and payment for any equipment rental invoices.

**9. REPAIRS AND MAINTENANCE:** Lessee's repair obligations under this lease are expressly limited by and subject to the applicability of the manufacturer's warranty to any repair situation. Before Lessor shall call on Lessee to make any repairs, Lessee agrees to pay all minor repair and maintenance cost including fuel and lubricants. Minor repair and maintenance is defined as those repairs where the costs for replacement part(s) and labor do not exceed 10% of the value of the equipment or \$250.00 whichever is less, for each component repaired except that consumed parts such as filter, wire rope, scraper blades, excavator points, and like items are minor repairs. Major repairs are for the account of the Lessor. Major repairs are defined as those involving any single equipment component in which the costs for replacement part(s) and labor for the component exceed 10% of the value of the equipment or \$250.00 whichever is less. Costs of tire replacements to construction equipment caused by normal wear and tear are for the account of the Lessor. When equipment is returned to Lessor, any claims for damages or shortages must be made within one working day after receipt of equipment on Lessor's premises. Lessor's claims made are subject to inspection of equipment and approval of claim by Lessee prior to acceptance and payment of any invoice for such damages or shortages.

### 10. TERMINATION FOR CONVENIENCE AND DELAY

10.1 Lessee may terminate all or part of this Order without cause upon written notice to Lessor. Upon such notice, Lessor shall discontinue rental charges against this Order, Lessor shall be paid and accept as full compensation hereunder the full amount of rentals due to the date of termination.

10.2 Lessor shall promptly notify Lessee of any actual or anticipated delay in delivery and take all reasonable steps to avoid or end delays without additional cost to Lessee. Where the delay is caused by acts of God, acts of civil or military authority, epidemics, war, riot, or other similar causes beyond Lessor's control and which could not have reasonably foreseen or provided against, Lessee shall have the right to either: (i) terminate by written notice to all or part of this Order in accordance with its terms or (ii) extend the date of delivery or performance for a period equal to the duration of the delay, but shall not be entitled to any extra compensation for such delay. Lessor shall not be excused from performance hereunder where alternate sources of supply of materials, goods or services are available.

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### 11. INSURANCE

11.1 Lessor shall, at its sole cost, obtain and maintain in force insurance of the following types, with limits not less than those set forth below:

11.1.1 Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the provisions of the laws of the nation, state, territory or province having jurisdiction over Lessor's employees, and Employer's Liability Insurance with a minimum limit of liability of \$1,000,000 per accident and, for bodily injury by disease, \$1,000,000 per employee. Lessor shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance, or otherwise attempt to opt out of the statutory Workers' Compensation system. If applicable, such insurance shall include coverage under the United States Longshore & Harbor Workers' Act, Maritime Coverage – Jones Act, \$1,000,000 each accident/aggregate.

11.1.2 Commercial General Liability Insurance ("Occurrence Form") with a minimum combined single limit of liability of \$1,000,000 each occurrence for bodily injury and property damage; and a minimum limit of liability of \$1,000,000 each occurrence for products/completed operations liability, including (1) Broad Form Property Damage coverage without exclusions for explosion, collapse and underground exposures; (2) Products and Completed Operations liability coverage; and (3) Contractor's Protective Liability. Such policy shall have a general aggregate limit of not less than \$2,000,000. The products/completed operations liability coverage shall be maintained in full force and effect for not less than three years following completion of Lessor's Services. The policy shall be endorsed to name Lessee and Owner, including their respective members, managers, affiliates, directors and employees, as additional insureds upon ISO Endorsement CG 20 10 11 85, "Additional Insured - Owners, Lessees or s (Form B)."

11.1.3 Automobile Liability covering use of all owned, non-owned and hired vehicles with a minimum combined single limit of liability of \$1,000,000 per occurrence for bodily injury and property damage. The policy shall be endorsed to name Lessee and Owner, including their respective affiliates, directors and employees, as additional insureds.

11.1.4 If Lessor will utilize tools or equipment in the performance of its services under this Order, Equipment Floater Insurance (Tools and Equipment Insurance) covering physical damage to or loss of all major tools and equipment, construction office trailers and their contents, and vehicles for which is responsible, throughout the course of the work.

11.2 Lessor hereby releases Lessee and Owner, including their respective affiliates, directors, and employees, and shall cause its Insurers to waive rights of subrogation against such released parties, for losses or claims for bodily injury, property damage or other insured claims arising out of its performance of the Order.

11.3 Certificates of insurance satisfactory in form to Lessee shall be supplied by Lessor to Lessee evidencing that the above insurance is in force, that not less than 30 days written notice will be given Lessee prior to any cancellation or restrictive modification of the policies, that the carriers maintain an "AM Best" rating of A- or higher, and that the waiver of subrogation is in force. Lessor shall also provide executed copies of the additional insured endorsements required in this Order. At Lessee's request, Lessor will provide certified copies of each policy required under this Order.

11.4 The foregoing insurance coverages shall be primary and non-contributing with respect to any other insurance or self insurance which may be maintained by Lessee or Owner. Lessor's General and Automobile Liability Insurance policies shall contain a Cross Liability or Severability of Interest clause. The fact that Lessor has obtained the insurance required in this Article shall in no manner lessen nor affect Lessor's other obligations or liabilities set forth in this Order.

**12. INDEMNITY:** Lessor agrees their primary insurance coverage shall defend, indemnify and hold harmless Lessee and Owner, the affiliated companies of each, and all of their members, managers, directors, officers, employees, agents and representatives, from and against any claim, demand, cause of action, liability, loss or expense arising from or relating to any actual or asserted:

12.1 Failure by Lessor to comply with any law, ordinance, regulation, rule or order, or with this Order. This Section 12.1 includes, but is not limited to, fines or penalties by government authorities and claims arising from Lessor's actual or asserted failure to pay taxes.

12.2 Violation or infringement of rights in any patent, copyright, proprietary information, trade secret or other property right caused or alleged to be caused by the use or sale of goods, materials, equipment, methods, processes, designs or information furnished by Lessor or its suppliers in performance of the Work. Should any goods or services provided by Lessor become, or appear likely to become, the subject of a claim of infringement of a patent, copyright or other property right, Lessor shall, at Lessee's option, either procure for Lessee and Owner the right to continue using such goods or services, replace same with equivalent, non-infringing goods or services, or modify the goods or services so that the use thereof becomes non-infringing, provided that any such modification or replacement is of equal quality and provides equal performance to the infringing goods or

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services.

The preceding paragraph shall not apply to any goods, or any part thereof, manufactured to designs furnished and required by Lessee, nor shall it apply to claims that the sale or use of a process or use of a combination of the goods supplied by her e u nder with other goods infringes a patent, if such process or other goods was not supplied by Lessor and Les s or 's supplying of the goods hereunder does not constitute contributory patent infringement.

12.3 Injury to or death of persons (including employees of Lessee, Owner, Les s or and Les s or 's suppliers) or from damage to or loss of property (including the property of Lessee or Owner) arising directly or indirectly out of this Order or out of any acts or omissions of Lessor or its suppliers. L e s s o r 's defense and indemnity obligations hereunder include claims and damages arising from non-delegable duties of Lessee or Owner or arising from use by Lessor of construction equipment, tools, scaffolding or facilities furnished to Lessor by Lessee or Owner.

12.4 Contamination, pollution, or public or private nuisance, arising directly or indirectly out of this Order or out of any acts or omissions of Lessor, its suppliers or suppliers.

12.5 Lessor's defense and indemnity obligations shall apply regardless of whether the party to be indemnified was concurrently negligent, whether actively or passively, excepting only where the injury, loss or damage was caused solely by the negligence or willful misconduct of, or by defects in design furnished by, the party to be indemnified. Les s or 's defense and indemnity obligations shall include the duty to reimburse any attorneys' fees and expenses incurred by Lessee or Owner for legal action to enforce Lessor's indemnity obligations.

12.6 In the event that any indemnity provisions in this Order are contrary to the law governing this Order, then the indemnity obligations applicable hereunder shall be construed to apply to the fullest extent allowed by applicable law.

12.7 With respect to claims by employees of Les s or or its suppliers, the indemnity obligations created under this Article 12.0 shall not be limited by the fact of, amount, or type of benefits or compensation payable by or for Lessor, its suppliers or suppliers under any workers' compensation, disability benefits, or other employee benefits acts or regulations, and Lessor waives any limitation of liability arising from workers' compensation or such other acts of regulations.

12.8 Lessor acknowledges specific payment of \$10.00 incorporated into the Order Price as legal consideration for 's indemnities as may be provided in this Order.

**13. PROPERTY TAXES:** Payment of property taxes (local, state and federal) are for the account of the Lessor.

**14. WAIVER:** Lessee's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, right or privilege.

Lessee's acceptance of any goods or services shall not operate as a waiver of rights hereunder or otherwise relieve Lessor from its responsibility for supplying and delivering goods or services in accordance with the requirements of this Purchase Order or any other obligation of Lessor under this Purchase Order.

**15. VALIDITY OF PROVISIONS:** In the event any Provision, or any part or portion of any Provision of this Order shall be held to be invalid, void or otherwise unenforceable, such holding shall not affect the remaining part or portions of that Provision, or any other Provision hereof.

**16. ARBITRATION:** In the event that Lessee is required to arbitrate a dispute with a third party, which dispute arises out of this Order or is in any way connected with Lessor, Lessor agrees to join in such arbitration proceeding as Lessee may direct and shall submit to such jurisdiction and be finally bound by the judgment rendered in accordance with the arbitration rules as may be established therein.

**17. SURVIVAL:** The provisions of this Order which by their nature are intended to survive the termination, cancellation, completion or expiration of this Order shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration.

**18. TRIAL:** Les s o r hereby knowingly, voluntarily and intentionally waives (to the extent permitted by applicable law) any right it may have to a trial by jury of any dispute arising under or relating in any way to this Order and agrees that any such dispute may, at Lessee's option, be tried before a judge sitting without a jury.

**19. BUSINESS CONDUCT AND ETHICS EXPECTATIONS:** Lessee's "Code of Business Conduct and Ethics Expectation for Suppliers and Contractors" publication is available at <http://www.fbportsmouth.com/working-with-us/documents/index.htm> . FBP

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expects its suppliers and contractors to maintain and enforce policies consistent with the requirements of the "Code of Business Conduct and Ethics Expectation for Suppliers and Contractors" while also adhering to lawful business practices that encompass FBP's own ethical expectations. FBP's ethical expectations are reflected in the FBP "Code of Business Conduct" also available at <http://www.fbportsmouth.com/working-with-us/documents>. Lessor shall access and review Lessee's requirements for business conduct and ethics and agrees that it and its suppliers and contractors, and the employees, agents and representatives of each shall at all times comply with Lessee's Expectations, and where more stringent, comply with applicable laws and Lessor's own business conduct guidelines and policies. Violation of this Article may be deemed by Lessee to be a material breach of this Order and in such event, Lessee may, without prejudice to any other rights or remedies Lessee may have, cancel further performance by under this Purchase Order, in whole or in part, pursuant to Article 10, Termination for Convenience and Delay. The most current version of the "Code of Business Conduct and Ethics Expectation for Suppliers and Contractors" and FBP "Code of Business Conduct" will be maintained at <http://www.fbportsmouth.com/working-with-us/documents>.

**20. SUSPECT/COUNTERFEIT ITEMS (S/CI):** Notwithstanding any other provisions of this agreement, the Lessor warrants that all items provided to the Lessee shall be genuine, new and unused unless otherwise specified in writing by the Lessee. Lessor further warrants that all items used by the Lessor during the performance of work under this purchase order, include all genuine, original, and new components, or are otherwise suitable for the intended purpose. Furthermore, the Lessor shall indemnify the Lessee, its agents, and third parties for any financial loss, injury, or property damage resulting directly or indirectly from material, components, or parts that are not genuine, original, and unused, or not otherwise suitable for the intended purpose. This includes, but is not limited to, materials that are defective, suspect, or counterfeit; materials that have been provided under false pretenses; and materials or items that are materially altered, damaged, deteriorated, degraded, or result in product failure as indicated in the S/CI Awareness Training Manual (PDF) <http://homer.ornl.gov/sesa/corporatesafety/sci/trainingmanual.html>

If it is determined that a suspect/counterfeit part has been supplied, Lessee will impound the items pending a decision on disposition. The Lessor may be required to replace such items with items acceptable under the terms of the Purchase Order and shall be liable for all costs relating to the impoundment, removal, and replacement. Lessee may also notify the cognizant Department of Energy Contracting Officer and Office of Inspector General and reserves the right to withhold payment for the items pending results of the investigation.

Electrical material, components, and material shall have a mark indicating acceptance by a UL or other Nationally Recognized Testing Laboratory (NRTL) as recognized by OSHA.

### 21. TECHNICAL DIRECTION

- (a) Performance of the work under this contract may be subject to the technical direction of the cognizant Lessee's Contract Technical Representative (CTR), if identified in the purchase order or otherwise in writing by the Lessee. The term "technical direction" is defined to include, without limitation:
  - (1) Directions to the Lessor that redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the Statement of Work (SOW).
  - (2) Provision of written information to the Lessor, which assists in the interpretations of drawings, specifications, or technical portions of the work description.
  - (3) Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Lessor to Fluor-B&W Portsmouth LLC under this contract.
- (b) Technical direction must be within the scope of the SOW stated in this contract. The cognizant CTR does not have the authority to, and shall not, issue any technical directions which:
  - (1) Constitute an assignment of additional work outside the scope of the SOW of this contract;
  - (2) Constitute a change as defined in the Article entitled "**Changes**";
  - (3) In any manner causes an increase or decrease in the total estimated contract price or the time required for the contract and/or performance;
  - (4) Changes any of the expressed terms, conditions or specifications of this contract;
  - (5) Interferes with the Lessor's right to perform the terms and conditions of this contract.
- (c) All technical direction shall be issued in writing by the cognizant CTR.
- (d) The Lessor shall proceed promptly with the performance of technical directions duly issued by the CTR in the manner prescribed by this article and within the CTR's authority under the provisions of this Article. If, in the opinion of the Lessor, any instruction or direction by the CTR falls within one of the categories defined in (b) (1) through (b) (5) above,

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the Lessor shall not proceed but shall notify the cognizant Lessee in writing within five (5) working days of any such instruction or direction and shall request the Lessee to modify the contract. Upon receiving the written notification from the Lessor, the Lessee shall:

- (1) Advise the Lessor in writing within seven (7) working days after receipt of the Lessor's letter that the technical direction is within the scope of this purchase order and does not constitute a change under the article entitled "**Changes**" of this purchase order;
  - (2) Advise the Lessor in writing within seven (7) working days after receipt of the Lessor's letter not to perform under the direction and to cancel the direction; or
  - (3) Advise the Lessor in writing within a reasonable time that Lessee will issue a written change order.
- (e) Failure of the Lessor and the Fluor-B&W Portsmouth LLC Lessee to agree that the technical direction is within the scope of the contract, or failure to agree upon the contract action to be taken with respect thereto shall be subject to the Fluor-B&W Portsmouth LLC General Provision entitled "**Disputes**."

**22. Department of Labor Wage Determination [As derived from DOE Prime Contract DE-AC30-10CC40017 Clause H.32]**

When the Service Contract Act is applicable to the performance of this contract, the contractor shall comply with the requirements of U.S. Department of Labor Wage Determination for covered employees in effect at the time of performance of the work. U.S. Department of Labor Wage Determinations can be found at <https://sam.gov/content/wage-determinations>.

**- WORK SITE TERMS -**

**WHEN THIS ORDER COVERS THE SUPPLYING OF SERVICES OR SERVICES AND MATERIALS ON THE PREMISES OF BUYER OR OWNER, IT IS SUBJECT TO ADDITIONAL TERMS AND CONDITIONS FOUND IN SPECIAL PROVISIONS FOR ON SITE SERVICES**

**THIS PAGE ENDS TERMS AND CONDITIONS OF PROCUREMENT RENTAL**