PLAINTIFF'S EXHIBIT

CHV-633

CONTRACT NO. ENG-130

between

STANDARD OIL COMPANY OF TEXAS

and

_____

for a

FLUID CATALYTIC CRACKING UNIT

EL PASO REFINERY, EL PASO, TEXAS

March 30, 1956

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INDEX
CONTRACT No. ENG-130
13,500 BPD FLUID CRACKING UNIT
STANDARD OIL COMPANY OF TEXAS
EL PASO, TEXAS

SUBJECT		PAGE NO.
1.0	PERFORMANCE OF THE WORK	
1.1	Scope	2
1.2	Specifications and Standards	2
1.3	Procurement of Material	2
1.4	Construction	2
1.41	Tools	2
1.42	Field Labor	3
1.43	Supervision	3
1.44	Petroleum Products	4
1.45	Independent Contractor	4
2.0	COMPENSATION	4
2.1	"Cost of the Work"	4
2.11	Contractor's Home Office Costs	4
2.12	Contractor's Field Costs	5
2.2	"Guarantedd Maximum Cost"	7
2.3	"Fixed Fee"	8
2.31	Overhead and Profit	8
2.32	Field Construction Overhead	9
2.33	Construction Equipment and Tools	9
2.34	Permits and Taxes	10
2.35	Insurance	10
2.4	Adjustments	10
2.41	Changes in Scope	10
2.42	Overtime	12
2.43	Taxes	13
2.44	Other Adjustments	13
2.5	Terms of Payment	14
2.51	"Cost of the Work"	14
2.52	"Fixed Fee"	15
2.53	Final Payment	15
3.0	CONTRACT TIME	15
3.1	Diligent Procedure	15
3.2	Force Majeure	15
3.3	Damages Due to Delays	16
4.0	INSPECTION, CONDEMNATION, CANCELLATION	
4.1	Inspection	16
4.2	Condemnation	16
4.3	Taking Over and Stopping Work	16

[518 RV-2]

CHEV
BB 0010143

SUBJECT		PAGE NO.
5.0	LIABILITY	17
5.1	General Liability (Personal Injury & Property Damage)	17
5.2	Liability for COMPANY Property	17
5.3	Liability for the Work Hereunder	18
5.4	Employer's Liability	18
5.5	Liens	18
5.6	Patent Rights	18
6.0	INSURANCE	19
6.1	Insurance Required	19
6.2	Evidence of Insurance	19
7.0	GENERAL PROVISIONS	19
7.1	Assignment	19
7.2	Waiver	19
7.3	Entire Agreement	20
7.4	Addresses	20

i 518 RV.2

CHEV
BB 0010144

CONTRACT

STANDARD OIL COMPANY OF TEXAS, COMPANY, and _____, CONTRACTOR, hereby mutually agree on _____, that CONTRACTOR shall perform for COMPANY the work of designing, furnishing material for, and erecting at COMPANY'S Plant Site at El Paso Texas, a 13,500 BPOD Fresh Feed Fluid Catalytic Cracking Unit in accordance with COMPANY'S Specification No. E-1455, dated March 30, 1956, as detailed and amplified by CONTRACTOR'S Proposal Specification _____ dated _____; and CONTRACTOR'S Supplementary Proposal, dated _____, all of the aforementioned being hereinafter referred to as the "Specification," all in accordance with the TERMS AND CONDITIONS hereof, Pages 2 to inclusive, which together with the Specifications and Exhibits above listed are part of this contract.

COMPANY shall pay CONTRACTOR, in accordance with the TERMS AND CONDITIONS hereof, a total compensation of the sum of the following amounts:

a. A "FIXED FEE" of: _____ ($_____)

b. The "COST OF THE WORK" but not to exceed a "GUARANTEED MAXIMUM COST" of _____ ($_____)

c. Twenty-five per cent (25%) of the amount, if any, by which the "GUARANTEED MAXIMUM COST" exceeds the "COST OF THE WORK,"

all as defined and adjusted in accordance with the "TERMS AND CONDITIONS," Pages 2 to inclusive, hereof.

CONTRACTOR shall commence work immediately, complete the various portions thereof in accordance with the "Schedule," Exhibit A hereof, and complete the entire plant ready to start operation by or before _____.

STANDARD OIL COMPANY OF TEXAS

By _____

(Seal)

And _____

_____

By _____

(Seal)

And _____

_____

518 RV-2

CHEV

TERMS AND CONDITIONS

1.0 PERFORMANCE OF THE WORK

1.1. Scope

CONTRACTOR shall supply or cause to be supplied, all materials, equipment, machinery, tools, apparatus and supplies, and perform, or cause to be performed all work pertaining to the mechanical design, preparation of working and record drawings and specifications, engineering and field construction in its entirety, of a 13,500 BPCD Fresh Feed Fluid Catalytic Cracking Unit, hereinafter called the Plant, at COMPANY'S site at El Paso, Texas. This work shall be performed as prescribed in Specification No. E-1455, dated March 30, 1956, entitled "Catalytic Cracking Unit #2, Standard Oil Company of Texas, El Paso, Texas," which specification is a part of this agreement.

1.2 Specification and Standards

CONTRACTOR shall design the Plant in accordance with (a) Specification E-1455 and such additional drawings, standards, and explanations as COMPANY shall furnish to CONTRACTOR to detail and illustrate the work to be done, and (b) the standards prescribed by law or by any body having the right to prescribe the minimum standards.

1.3 Procurement of Material

CONTRACTOR shall purchase and furnish all new materials and new equipment to be supplied by CONTRACTOR for the Plant. In general, all purchases shall be based upon competitive bids.

1.4 Construction

1.41 Construction Tools

CONTRACTOR shall furnish or cause to be furnished all construction tools and equipment to be used in the construction of the Plant. CONTRACTOR shall be free to determine the quantity, type, and size of such tools and equipment which CONTRACTOR feels are necessary to properly prosecute the work hereunder and whether to furnish his own tools for the work or to rent tools from others. All construction tools and equipment owned and furnished by CONTRACTOR shall remain CONTRACTOR'S property and all tools and equipment, including rented tools and equipment, shall be removed by CONTRACTOR upon completion of the work.

518 RV.2

CHEV

1.42 Field Labor

1.421 To the extent that it is practicable and consistent with the timely and efficient performance of this contract, all labor employed by CONTRACTOR at the site of construction shall be obtained from that available in the vicinity of the work to be done and shall be paid the standard wage rates prevailing in that locality for the respective classes of labor involved.

1.422 CONTRACTOR reserves the right of hiring and discharging; of designating the classification of work for each employee; of shop or field fabricating pipe or other material in accordance with his best judgment.

1.423 COMPANY reserves the right to participate in the determination of size and composition of the field labor and field supervisory forces for timely and efficient prosecution of the work.

1.424 In the work, or any part or parts of it, CONTRACTOR may at its discretion cause any of CONTRACTOR'S employees, subcontractors, or subcontractor's employees to work such occasional overtime as the CONTRACTOR deems practicable for the proper execution of the work, it being that such overtime work shall not increase the "Guaranteed Maximum Cost" of the work. Any continued variation of the normal work week that involves premium time will not be made without previous discussion with and approval by COMPANY.

1.425 CONTRACTOR shall take all reasonable precautions to assure that labor employed by it and its subcontractors on the premises of COMPANY shall comply with COMPANY'S personnel and safety regulations. CONTRACTOR shall use all reasonable efforts to prevent labor disputes that would interfere in any way with the business of COMPANY.

1.43 Supervision and Inspection

CONTRACTOR shall provide competent personnel to supervise the construction work hereunder, including craft inspection and the performance of all tests required hereunder.

518 RV-2

CHEV
BB 0010147

1.44 Petroleum Products

CONTRACTOR shall use only such petroleum products as are manufactured or marketed by COMPANY or its designated corporate affiliates in performing the field work and in the operation of vehicles and other equipment operated by CONTRACTOR or his subcontractors in connection with the field work.

1.45 Independent Contractor

CONTRACTOR shall be an independent contractor maintaining complete control over CONTRACTOR'S men and operations. Neither CONTRACTOR, nor his subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of COMPANY.

2.0 COMPENSATION

COMPANY shall pay CONTRACTOR (a) the actual "Cost of the Work" as defined in Section 2.1 below but not to exceed the "Guaranteed Maximum Cost" as defined in Section 2.2 below, plus (b) Twenty-five (25%) per cent of any amount by which the "Guaranteed Maximum Cost" exceeds the "Cost of the Work" plus, (c) a "Fixed Fee" as defined in Section 2.3 below.

2.1 Cost of the Work

"Cost of the Work" shall comprise the sum of the following items:

2.11 CONTRACTOR'S Home Office Costs

2.111 Engineering and Drafting

The salaries and wages of CONTRACTOR'S engineers, designers, and draftsmen, material take-off and control men, and other technical engineering personnel directly engaged in the preparation of estimates, drawings, bills of material, bid summaries, specifications and descriptive reports, required for the work hereunder.

2.112 Expediting and Inspecting

The salaries, wages, and authorized expenses of CONTRACTOR'S inspectors and physical expeditors, for the actual time devoted to inspecting materials and equipment in vendor's shops as required, and to expedite shipment of items purchased by CONTRACTOR for the work, and for necessary travel incidental thereto.

518 RV.2

CHEV
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2.113 Plant Record Books

The cost of preparation of Plant Record Books as described in Specification No. E-1455, $

2.114 Photoreproduction

The cost of all direct prints, photostats, and other photoreproductions required for the execution of the engineering work.

2.115 Cost of Bid Preparation

No engineering, drafting, photoreproduction, sales, or other expense of whatsoever nature incurred in preparation of CONTRACTOR'S bid proposal or general sales effort prior to date of award of contract is to be charged to "Cost of the Work."

2.12 CONTRACTOR'S Field Costs

2.121 Materials and Equipment

All materials, equipment, services and supplies (except for those items covered under Specification EG-1048, "List of Recoverable, Non-recoverable and Consumable Tools," and Specification EG-1049, "List of Supplies," hereof) required or entering into the permanent construction work being performed hereunder, shall be furnished by CONTRACTOR at cost, delivered to the job site, less therefrom any and all discounts and allowances which CONTRACTOR receives, including those CONTRACTOR enjoys as a national fabrication and sales agent, which savings shall inure to the benefit of the job.

Surplus materials and equipment remaining after completion of the work shall be the property of CONTRACTOR. The Cost of the Work shall be reduced by the value of such materials and equipment as determined by either of the following methods, at CONTRACTOR'S option:

a) Net cost, delivered to the job site, or

b) The amount realized from the sale of such materials and equipment, provided that COMPANY be given the option to buy any or all of the surplus to be sold for the same price at which it would be sold to others.

518 RV-2

CHEV

2.122 Transportation of Material

The cost of freight, express, hauling, and other transportation expense on all material whose cost is reimbursable hereunder as "Cost of the Work." The cost of loading and unloading at the job site, of the above material, and also of all construction equipment, tools and supplies. (The costs of loading and unloading and other handling away from the job site, and all freight costs to and from the job site, on items not chargeable to "Cost of the Work" hereunder but furnished under "Fixed Fee" shall not be chargeable to "Cost of the Work.")

2.123 Field Labor

The cost of all field labor engaged in the construction, erection and installation of the work hereunder, including but not limited to all common labor, skilled labor, labor foremen, subforemen, craft foreman, operators for construction equipment; the cost of procuring both skilled and common labor; the actual cost of transportation, expenses and benefits CONTRACTOR is required to pay direct field labor in accordance with government regulations or union contracts. Rates and other benefits for hourly workers will be those based on negotiated contracts or those customarily in effect in the area at the time the work is performed.

2.124 Supervision

The actual salaries paid to CONTRACTOR'S superintendent, assistant superintendents, general foreman, civil engineers and other supervisory personnel required by CONTRACTOR at the site of the construction to supervise and direct the construction work; but not including any travel or subsistence expenses paid by CONTRACTOR to such personnel, and not including any compensation or expenses of Field Office staff provided under Section 2.322 hereof.

518 RV-2

2.125 Insurance and Payroll Taxes

The cost of any and all Federal and State contributions, assessments or taxes for Unemployment Insurance, Workmen's Compensation, Old Age Benefits, or other taxes and contributions required by law, which are measured by or based upon wages, salaries, or other remunerations, as it accrues from the field payroll included in the "Cost of the Work" under Sections 2.123 and 2.124 above.

2.126 Taxes and Duties

The cost of any sales taxes, excise taxes, use taxes, import duties or other similar charges occasioned by items reimbursable under "Cost of the Work" hereunder, and the cost of any fees, permits, licenses or deposits necessitated by Federal, State, County, or City statutes required for the performance of the work hereunder.

2.127 The Cost of All Subcontracts approved by COMPANY hereunder.

2.128 Other Approved Costs

All other direct field costs as approved by COMPANY, not specifically included in CONTRACTOR'S "Fixed Fee" as defined hereinafter.

2.2 Guaranteed Maximum Cost

2.21 The "GUARANTEED MAXIMUM COST" is defined as the sum of money so identified on the facing sheet of this Contract, adjusted as provided in Section 2.4 hereof. COMPANY shall in no event be liable for reimbursement of "Cost of the Work" in excess of the "GUARANTEED MAXIMUM COST" so adjusted.

2.22 In the event that the actual "Cost of the Work" as defined hereunder, as finally audited and agreed upon by COMPANY and CONTRACTOR, is exceeded by the "GUARANTEED MAXIMUM COST," adjusted as provided herein, CONTRACTOR shall be entitled to 25% of the amount of the difference.

CONTRACTOR'S share of the above difference shall be payable when the withheld portion of the "Fixed Fee" is payable under Section 2.52 hereof, or as soon thereafter as the amount is determined and agreed upon.

518 RV-2

2.3 CONTRACTOR'S Fixed Fee

COMPANY shall pay CONTRACTOR in the manner provided herein a "Fixed Fee" in the amount shown on the face sheet, page 1, hereof. This "Fixed Fee," adjusted as provided in Section 2.4, shall constitute CONTRACTOR'S entire compensation for all services performed hereunder for which reimbursement is not provided under "Cost of the Work." This "Fixed Fee" includes without being limited thereto, all compensation for the following, no charge for any item of which shall be made to "Cost of the Work."

2.31 CONTRACTOR'S Overhead and Profit

2.311 Salaries and expenses paid by CONTRACTOR to executive or supervisory personnel directing the personnel whose compensation is reimbursable under Section 2.1 hereof, but who are not engaged exclusively full time on that work.

2.312 Salaries and expenses paid by CONTRACTOR to officers, executives, and to all other Home Office personnel other than those reimbursable under Section 2.1 hereof, including but not limited to personnel engaged in purchasing, accounting, legal, medical, clerical, research, promotional, sales, and labor negotiation work.

2.313 All travel and living expenses paid by CONTRACTOR except those paid to expeditors or inspectors under Section 2.112 or to "field labor" as defined in Section 2.123.

2.314 All Workmen's Compensation and payroll taxes paid by CONTRACTOR, except those accruing from field payroll as provided in Section 2.125.

2.315 All other insurance premiums, health insurance, unemployment insurance, contributions, vacation, sick leave, and holiday pay, and other benefits paid to all personnel whether direct salary is reimbursable or not, and whether in office or in field except those paid in accordance with Section 2.123.

2.316 All telephone service, communication expense, postage, supplies, and stationery costs.

518 RV-2

CHEV

2.317 Utility, maintenance and repair expense at CONTRACTOR'S Home Office; office space and facilities for all Home Office employees; cost of research and maintaining established sales offices; mechanical and process guarantees; contributions to CONTRACTOR'S employees' retirement trust funds; depreciation, corporate taxes and dividends & profit.

2.318 Cost of services for COMPANY representatives as outlined in Specification E-1455, paragraph III-A-1.0 exclusive of telephone and telegraph expenses.

2.32 Field Construction Overhead

2.321 Field Office Expense

The cost of establishing, operating and maintaining a job office at the site, including the cost of office equipment and supplies; cost of labor and materials to build and furnish temporary construction buildings, including construction office, warehouse, tool room, welding shed, change rooms and any other temporary buildings which CONTRACTOR deems necessary for the proper and adequate protection of materials, equipment and construction personnel; cost of utilities for use by construction forces and necessary for the construction work, cost of all telephone, telegraph and other communication expense of the Field Office; cost of janitorial and similar Field Office services. The cost of dismantling and removing the above facilities from the site.

2.322 Field Office Staff

The salaries and wages and expenses of warehousemen, materialsmen, toolmen, timekeepers, watchmen, accountants, secretaries, stenographers, typists, and clerks engaged in work at the site of construction; it being understood and agreed that size and composition of CONTRACTOR'S field staff is the CONTRACTOR'S sole responsibility.

2.33 Construction Equipment, Tools and Supplies

2.331 The cost of furnishing construction equipment, including cost of moving such equipment to and away from the job site, (excluding loading and unloading at the job site), fuel, gasoline, oil, supplies, and repairs for same, it being understood and agreed that it is CONTRACTOR'S sole responsibility to determine the type and quantity of construction equipment necessary, in its opinion, to prosecute the work efficiently.

518 RV-2

CHEV
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2.332 The cost of small tools and expendable construction materials and supplies as set forth in Specification EG-1048 and EG-1049, respectively.

2.333 The cost of form lumber and other items of material not entering as such into the finished construction; the cost of scaffolding required by CONTRACTOR in performing work hereunder, it being understood and agreed that the cost of scaffolding required and supplied by the painting and/or insulation sub-contractor is not included herein but as an item of reimbursable cost under "Cost of the Work."

2.34 Permits and Taxes

The cost of any permits, fees, licenses, or deposits necessitated by Federal, State, County, or City statutes and required by CONTRACTOR for the prosecution of his business as contrasted to such permits, fees, licenses, or deposits required by statutes for the performance of the work hereunder.

2.35 Insurance

The cost of insurance maintained by CONTRACTOR, other than premiums on Workmen's Compensation [redacted] insurance that is determined by field payroll reimbursable hereunder, it being understood and agreed that CONTRACTOR shall provide at CONTRACTOR'S own cost and expense all insurance required under Section 6.12 hereof, and whatever other insurance CONTRACTOR considers necessary.

2.4 Adjustments

The "Fixed Fee" and the "GUARANTEED MAXIMUM COST" shall not be changed on account of any difference between the actual "Cost of the Work" and the "GUARANTEED MAXIMUM COST," or any estimate thereof, or on account of any change in wage rates, or in material prices, or in conditions affecting the work, or on account of any other difference between the anticipated and the actual performance of this contract, except as provided in this Section 2.4.

2.41 Changes in Scope

COMPANY shall have the right at any time to order in writing changes in the work, including alterations and reduction therein and additions thereto, and COMPANY and CONTRACTOR shall commonly agree within 10 working days of the time of COMPANY authorization as to whether

518 RW-2

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such changes constitute a "Change in Scope." It is the intent of this agreement that "Changes in Scope" shall be construed as those changes which may be made in the work covered by the attached Specification which affect the size and number of major units, buildings, plant thruputs, products to be made, and changes which affect like items. It is recognized by COMPANY and CONTRACTOR that detailed changes of relatively minor nature will be made as the design work progresses and it is agreed that such changes do not constitute a change in the scope of the work. If it is agreed that the change item constitutes a "Change in Scope," CONTRACTOR shall within 15 working days determine in accordance with this Section 2.41 and furnish to COMPANY a written estimate of the cost of such change or, as the case may be, the saving in cost which will result from such change in the work. After approving the estimate, COMPANY may require CONTRACTOR in writing to proceed with the change, whereupon the GUARANTEED MAXIMUM COST and the Fixed Fee shall be increased or decreased, as the case may be, in accordance with said estimate and this Agreement shall be amended so as to provide for such change. All work performed in accordance with such changes shall be subject to all of the other provisions of this Agreement.

2.411 GUARANTEED MAXIMUM COST: CONTRACTOR shall submit to COMPANY a proposal containing an estimate of the change in the GUARANTEED MAXIMUM COST, which estimate shall be the sum of Paragraphs (a), (b), (c) and (d) hereof.

(a) An estimate of the net change in cost of materials, equipment, services and supplies as defined in Paragraph 2.121, required or entering into the permanent construction work; such estimate to include transportation costs and sales and use taxes, per Par. 2.122.

(b) An estimate of the net change in the cost of field labor, as defined in Paragraph 2.123 as a result of such change in the work, including transportation, expenses and benefits. Rates and benefits will be those expected to be in effect in the area at the time the work is to be performed.

(c) An estimate of the net change in the cost of salaries and wages for technical personnel, as defined in Paragraph 2.111, and inspectors, and physical expeditors, as defined in Par. 2.212; also expenses and necessary travel incidental to work by such inspectors and expeditors.

518 RV-2

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(d) _____percent (%) of the estimated cos under Paragraph (b) above, to cover such field costs as supervision; loading and unloading of materials, construction equipment, tools and supplies at the job site; procuring skilled and common labor; Workmen's Compensation insurance, contributions, and taxes in connection with field labor under Paragraph (b) above.

2.412 CONTRACTOR'S Fixed Fee: The change in the Fixed Fee shall be determined as the sum of Paragraphs (a), (b), (c), and (d) hereof.

(a) A detailed estimate of the net change in the cost of equipment rentals.

(b) _____ percent (%) of the estimated cost under Paragraph 2.411 (a), above.

(c) _____percent (%) of the estimated cost under Paragraph 2.411 (b), above.

(d) _____ Percent (%) of the estimated net change in cost for technical personnel under Paragraph 2.411 (c), above to cover direct expenses, overhead and fee in connection with salaries and wages of said technical personnel.

2.413 It is the intent of the parties hereto that changes in the work shall be evaluated in accordance with the foregoing Paragraphs 2.411 and 2.412 except in special cases wherein so doing will impose a hardship either upon COMPANY or CONTRACTOR. In such cases, COMPANY or CONTRACTOR may request one to the other that the change be evaluated by negotiation without reference to the foregoing Paragraphs 2.411 and 2.412 for the purpose of arriving at an equitable settlement.

2.42 Overtime

The normal work week will be considered 40 hours. In the event that at any time during the progress of the work, COMPANY requests CONTRACTOR to work the office and/or field forces upon a regularly scheduled overtime basis, or upon a multiple shift basis, the premium portion of such overtime compensation, including payroll taxes and insurance thereon, paid to CONTRACTOR'S employees whose compensation is included in the "Cost of the Work" shall

be reimbursable and added to the "GUARANTEED MAXIMUM COST"; and the premium portion of such overtime compensation, including payroll taxes and insurance thereon, paid to CONTRACTOR'S employees whose compensation is included in the "Fixed Fee' shall be reimbursable and added to the "Fixed Fee" it being understood and agreed that it is not the intention of the COMPANY, under this Paragraph, to request or approve overtime of modification of the work week for CONTRACTOR'S convenience. Incidental overtime in the office or the field required for proper prosecution of the work is not within the scope of this Paragraph.

2.43 Taxes

In the event that any additional taxes, including payroll contributions, sales taxes or other similar charges arising directly out of the work being performed hereunder over and above those in effect as of June 11, 1956, become applicable before completion of the work hereunder, the amount of such taxes shall be charged to the "Cost of the Work," and the "GUARANTEED MAXIMUM COST" shall be increased by that amount. The "Fixed Fee" shall not be changed.

2.44 Other Adjustments

2.441 CONTRACTOR'S "Fixed Fee" and the "GUARANTEED MAXIMUM COST" shall be subject to adjustments in event CONTRACTOR proposes to charge to "Cost of the Work" purchases or subcontracts whose cost includes services to be provided by CONTRACTOR for the "Fixed Fee" under Section 2.3 hereof.

2.442 CONTRACTOR shall be entitled to compensation as agreed by COMPANY and CONTRACTOR on the basis of CONTRACTOR'S actual incremental costs including overhead costs where applicable, in event of any of the following:

(a) Any additional expenditures are made at the request of COMPANY for the purpose of maintaining the scheduled completion date if need for the extra expenditures arises from delays attributable to COMPANY'S purchasing requirements or if COMPANY action, or inaction, is clearly responsible for the delay, or if the delay is caused by conditions beyond the control of both COMPANY and CONTRACTOR. In order for CONTRACTOR'S claim to receive consideration CONTRACTOR must notify COMPANY in writing of his intent to claim compensation under the terms of this section within 40 hours after the occurrence used as the basis for the claim.

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(b) Any additional expenditures are made necessary by COMPANY'S desire to award business to preferred suppliers when such suppliers are not successful on a competitive bid basis, providing lowest bidder's equipment or equipment of supplier selected by CONTRACTOR meets specifications.

2.5 Terms of Payment

2.51 "Cost of the Work"

2.511 Monthly Advances

Upon execution of this agreement, and at the end of each calendar month thereafter, COMPANY shall advance CONTRACTOR an amount equal to CONTRACTOR'S estimated expenditures for the coming month. The amount so advanced shall be credited to COMPANY in CONTRACTOR'S monthly invoices as provided in Section 2.512 hereof, and the difference, plus or minus, shall be adjusted on the COMPANY'S following month's advance to CONTRACTOR.

2.512 Invoices on "Cost of the Work"

(a) As CONTRACTOR'S accounting operations permit, CONTRACTOR shall submit each month during the progress of the work hereunder, an invoice in quadruplicate, supported by one copy of payrolls, receipted vendors invoices, and other appropriate vouchers showing:

1) Expenditures for preceding month.

2) Advance on hand at start of month.

3) Remaining advance on hand at end of month.

4) Anticipated expenditures for coming month.

5) Net advance needed to cover estimated expenditures for coming month.

(b) As CONTRACTOR'S accounting operations permit, CONTRACTOR shall submit, each week during progress of the work hereunder, one copy of the field payroll detailing the field labor expended during the preceding week for each separate Account Item set forth in Section IV of the Specification. This Field payroll shall clearly differentiate between labor expended under the "Fixed Fee" and the "GUARANTEED MAXIMUM COST" portions of the work.

518 RV.2

2.52 Fixed Fee

COMPANY shall pay CONTRACTOR'S "Fixed Fee" in _____ (_____) equal monthly installments during the expected duration of the work, provided that COMPANY shall hold back ten per cent (10%) of each such monthly payment, said holdback to be paid to CONTRACTOR thirty-five (35) days after acceptance of the work by COMPANY provided there are no undischarged liens attachments, or claims attached thereto and subject to COMPANY'S audit provided in Section 2.53 hereof.

If, during the progress of the work, COMPANY and CONTRACTOR agree that the amount of the "Fixed Fee," or date of completion of Plant ready to commence operation, shall be changed, the monthly installments of "Fixed Fee" shall be adjusted to distribute the remaining unpaid portion of the "Fixed Fee" over the remaining construction period.

2.53 Final Payment

Upon completion of the entire work COMPANY may, at its option, make an audit of "Cost of the Work." CONTRACTOR shall afford assistance to COMPANY'S auditors in making such audit. Upon completion of this audit and concurrence in the results thereof by CONTRACTOR, COMPANY shall pay CONTRACTOR for any unreimbursed items of "Cost of the Work" shown by the audit, but not in excess of the "GUARANTEED MAXIMUM COST" adjusted as provided in Section 2.4 hereof, plus twenty-five per cent (25%) of any amount by which the "GUARANTEED MAXIMUM COST," adjusted as provided in Section 2.4 hereof, exceeds the "Cost of the Work" as shown by the audit, plus any remaining amounts then due CONTRACTOR hereunder. Any amount by which the total payments by COMPANY to CONTRACTOR exceeds the amount due CONTRACTOR as shown by the audit shall be returned to the COMPANY.

3.0 CONTRACT TIME

3.1 Diligent Procedure: CONTRACTOR shall proceed with work in a prompt and diligent manner, using all reasonable efforts to complete the plant on or before the date shown on the facing sheet of this Contract.

3.2 Force Majeure: Any delays in or failure of performance by either party under this contract shall not constitute default hereunder or give rise to any claims for damages if and to the extent caused by occurrences beyond the control of the party affected, including, but not limited to the acts of God or the elements, or by other causes beyond CONTRACTOR'S reasonable control, including civil disorders and labor disturbances.

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2.52 Fixed Fee

COMPANY shall pay CONTRACTOR'S "Fixed Fee" in _____ (_____) equal monthly installments during the expected duration of the work, provided that COMPANY shall hold back ten per cent (10%) of each such monthly payment, said holdback to be paid to CONTRACTOR thirty-five (35) days after acceptance of the work by COMPANY provided there are no undischarged liens attachments, or claims attached thereto and subject to COMPANY'S audit provided in section 2.53 hereof.

If, during the progress of the work, COMPANY and CONTRACTOR agree that the amount of the "Fixed Fee," or date of completion of Plant ready to commence operation, shall be changed, the monthly installments of "Fixed Fee" shall be adjusted to distribute the remaining unpaid portion of the "Fixed Fee" over the remaining construction period.

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Upon completion of the entire work COMPANY may, at its option, make an audit of "Cost of the Work." CONTRACTOR shall afford assistance to COMPANY'S auditors in making such audit. Upon completion of this audit and concurrence in the results thereof by CONTRACTOR, COMPANY shall pay CONTRACTOR for any unreimbursed items of "Cost of the Work" shown by the audit, but not in excess of the "GUARANTEED MAXIMUM COST" adjusted as provided in Section 2.4 hereof, plus twenty-five per cent (25%) of any amount by which the "GUARANTEED MAXIMUM COST," adjusted as provided in Section 2.4 hereof, exceeds the "Cost of the Work" as shown by the audit, plus any remaining amounts then due CONTRACTOR hereunder. Any amount by which the total payments by COMPANY to CONTRACTOR exceeds the amount due CONTRACTOR as shown by the audit shall be returned to the COMPANY.

3.0 CONTRACT TIME

3.1 Diligent Procedure: CONTRACTOR shall proceed with work in a prompt and diligent manner, using all reasonable efforts to complete the plant on or before the date shown on the facing sheet of this Contract.

3.2 Force Majeure: Any delays in or failure of performance by either party under this contract shall not constitute default hereunder or give rise to any claims for damages if and to the extent caused by occurrences beyond the control of the party affected, including, but not limited to the acts of God or the elements, or by other causes beyond CONTRACTOR'S reasonable control, including civil disorders and labor disturbances.

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