

**BOEING INDIRECT SUPPLY CHAIN
BASIC AGREEMENT FOR TIME & MATERIAL CONSTRUCTION
CONTRACT FORM**

CONTRACT NUMBER: _____

PROJECT TITLE: _____

LOCATION: _____

This **BASIC AGREEMENT FOR TIME & MATERIAL (T&M) CONSTRUCTION** made this _____ day of _____, year _____, by and between The Boeing Company, a Delaware Corporation with its headquarters at 100 N. Riverside Drive, Chicago, Illinois 60606 (hereinafter referred to as "Boeing") and _____ a _____ (e.g., partnership or corporation), if a corporation, note state of incorporation _____ with offices at _____ (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, Boeing desires to periodically engage the services of a qualified contractor to provide construction services on Boeing-owned or Boeing-leased property and;

WHEREAS, Contractor represents that it has the skill, experience, and ability to perform such Work;

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein, Boeing and Contractor hereby agree as follows:

1. DEFINITIONS

The capitalized terms used but not defined herein shall have the meaning set forth in the Boeing Indirect Supply Chain ("ISC") Construction General Provisions.

2. CONTRACT DOCUMENTS

2.1 The following documents are by this reference made a part of this Contract. These documents, together with this Contract Form and any subsequent Amendments, Change Orders, Work Orders and Revised Work Orders thereto, constitute the entire Contract and are hereinafter referred to collectively as the "Contract" or "Contract Documents." In addition, in the event of any inconsistency within or relating to this Contract, the following order of precedence (set forth in descending order) will apply:

- a. "Basic Agreement for Time & Material Construction Contract Form" dated _____.
- b. "State Supplement" for _____ dated _____ (Exh. B).
- c. "Pricing Supplement for Time & Material Construction Contract" dated _____ (Exh. C).

- d. "Boeing Indirect Supply Chain Construction General Provisions" (with Attachment A, Boeing Service Provider Manual) dated _____ (Exh. A).
- e. "Addendum" dated _____ (Exh. ?).
- f. "Cost and Wage Rate Information", dated _____ (Exh. ?)
- g. "Equipment Rates" dated _____ (Exh. ?)

2.2 The mark-up and rates in Exhibit X (Cost and Wage Rate Information and Exhibit X (Equipment Rates) will be effective for the term of this Agreement unless amended in writing by mutual agreement. These rates are effective only for Work Orders with an Estimated Cost of Services of \$250,000 or less. For Work Orders with an Estimated Cost of Services in excess of \$250,000, these rates are provisionally accepted for invoicing purposes and are subject to downward adjustment resulting from Boeing's rate analysis and mutual agreement of Boeing and Contractor on final rates. For Work Orders in excess of \$250,000, it is anticipated that more competitive rates will be included in the Contractor's proposal for that Work Order. In either case, the rates in Exhibit X are the maximum allowable under this Basic Agreement.

3. WORK ORDER PROCEDURE

Boeing may issue Work Orders on a Time & Material basis to Contractor during the term of this Agreement, each referencing and incorporating the provisions of this Agreement. Each such Work Order shall constitute a separate contract between Boeing and Contractor and shall specify the Estimated Cost for such Work Order and any additional terms and conditions applicable to the services to be provided under said Work Order. Contractor shall accept in writing each Work Order within seven (7) calendar days of its receipt.

4. TERM & EXTENT OF AGREEMENT

- 4.1 This Contract shall commence on the date set forth above and is effective through EXPIRATION DATE.
- 4.2 Contractor shall commence work upon receipt of a Work Order and shall complete all services in accordance with the completion date established by that Work Order.
- 4.3 Boeing, at its sole option, may extend the Contract for additional periods upon thirty days prior written notice.
- 4.4 All Work Orders not complete upon expiration of this Contract shall be completed by the Contractor in accordance with the terms and conditions of the Contract unless terminated under General Conditions GC 4.21 (Default) or GC 4.22 (Termination For Convenience).
- 4.5 The start and completion date for each Work Order shall be stated on the Work Order.
- 4.6 This Agreement does not impose liability upon Boeing except in connection with Work Orders issued by Boeing referencing this Agreement. Boeing is not obligated to issue any Work Orders under this Agreement.

5. AUTHORIZED REPRESENTATIVES

In accordance with Clause 2.4 (Contractor Representatives) and Clause 3.1 (Boeing Representatives) of the Boeing SSG Construction General Provisions:

- a. The Boeing Authorized Purchasing Representative, for purposes of administration of the Contract is as listed below or a designated representative:

Name:
Address:

Telephone:
Fax:
E-mail

- b. Contractor's Representative is as listed below and can be contacted as follows:

Name:
Address:

Telephone:
Fax:
E-mail

6. WORK ORDERS, FIELD ORDER AND CHANGE ORDER PRICING

The following percentage markups shall be provided with the original bid and shall apply to all Work Orders, Field Orders and Change Orders pursuant to Clause 4.5 (Changes) of the Boeing SSG Construction General Provisions. These percentages are Not To Exceed (NTE) limits for the duration of this Contract. These percentages shall apply to both additive and deductive changes and shall be factored and evaluated into the award decision.

Contractor overhead and profit _____%

The percentages above shall apply to the NET CHANGE IN DIRECT COSTS FOR THE CONTRACTOR, SUBCONTRACTORS, OR SUPPLIERS PERFORMING THE WORK AFTER ALL ADDITIVE AND DEDUCTIVE COSTS HAVE BEEN INCORPORATED.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their respective duly authorized representatives on the day and year first above written.

THE BOEING COMPANY

(Through its division Boeing Indirect Supply Chain)

CONTRACTOR

(Through its Authorized Representative)

[Signature]

[Signature]

[Printed Name]

[Printed Name]

[Title]

[Title]

END OF CONTRACT FORM