L3HARRIS TECHNOLOGIES, INC.

STANDARD GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS (NOT INCLUDING DESIGN BUILD)

# ARTICLE 1 – GENERAL PROVISIONS

# Definitions. As used throughout the Contract, the following terms shall have the meanings set forth below:

## “Contract Documents” shall mean those documents enumerated in the Agreement between L3Harris and Contractor (hereinafter the “Agreement”) and consist of the Agreement including any exhibits attached thereto, these Standard General Conditions for Construction Contracts (“General Conditions”) and any exhibits attached hereto, other conditions, if any, Specifications, Drawings, other documents listed in the Agreement, and modifications signed after execution of the Agreement. Any bids, bid documents, or proposals shall not be construed to be a part of the Contract Documents. The Contract Documents form the Contract for Construction (“Contract”). The Contract Documents shall not be construed to create a contractual relationship between L3Harris and a Subcontractor or Sub-subcontractor, or between any entities other than L3Harris and the Contractor.

##  “Contract Sum” means the total amount specified in the Agreement payable by L3Harris to Contractor for performance of the Work under the Contract, and includes all applicable federal, state, and local taxes, duties, and fees.

## “Contract Time” means the period of time, including authorized adjustments, as set forth in the Agreement for Substantial Completion of the Work.

## “Contractor” means the individual, partnership, corporation, association, or entity identified in the Agreement with whom L3Harris is contracting to perform the work hereunder. The term “Contractor” means the Contractor or the Contractor’s authorized representative and is referred to throughout the Contract Documents as if singular in number.

## “L3Harris” shall mean L3Harris Technologies, Inc., a corporation organized and existing under the laws of the state of Delaware, and all of its subsidiaries and affiliates.

## “L3Harris Representative” means the designated person authorized by L3Harris to manage the scope and resources of the Project.

## “Drawings” shall mean the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

## “Specifications” are part of the Contract Documents that generally consist of the requirements for materials, equipment, systems standards and workmanship for the Work, and performance of related services.

## “Force Majeure Event” means an exceptional event or circumstance (1) which is unknown to the parties at the time of entering into the Contract; (2) which is beyond a party’s control; (3) which such party could not reasonably have provided against before entering into the Contract; (4) which, having arisen, such party could not reasonably have avoided or overcome; and (5) which is not substantially attributable to the other party. For the avoidance of doubt, no circumstances caused by the worldwide COVID-19 pandemic shall be considered an exceptional event or circumstance under the Force Majeure Event definition.

##  “Project” means the total construction of which the Work performed under the Contract Documents may be the whole or a part, and which may include construction by L3Harris or by separate contractors.

## “Site” shall mean the area in which the Work is to be performed and such other areas as may be designated by L3Harris for the storage of Contractor’s materials and equipment.

##  “Subcontractor” means a person or entity who has a direct contract with the Contractor to perform a portion of the Work hereunder. A “Sub-subcontractor” is a person or entity who has a direct contract with a Subcontractor to perform a portion of the Work hereunder.

## “Substantial Completion” is the date when the construction is sufficiently complete as listed in the Agreement in accordance with the Contract Documents, such that L3Harris can fully occupy or utilize the Work and the Project as intended.

## “Work” means the construction and related services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment, tools, construction means, water, heat, air conditioning, utilities, transportation, and services provided or to be provided by Contractor. The Work may constitute the whole or part of the Project.

## **Intent of the Contract Documents.** The intent of the Contract Documents is to include all items necessary for proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

## **Entire Agreement**. The Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, whether written or oral, including, without limitation, any prior or contemporaneous course of dealing, usage of trade, or course of performance. The parties acknowledge and agree that entering into the transaction they have not relied upon any representations other than those explicitly set forth in the Contract Documents. The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case, the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Contract.

## **Modifications**. The Contract may be amended or supplemented only by a writing that refers explicitly to the Contract and is signed by L3Harris and Contractor. All notices, orders, directions, determinations, requirements, consents, approvals, or ratifications under the Contract shall be in writing in English. No oral statement shall in any manner or degree modify or otherwise affect the terms of the Agreement.

## **Order of Precedence**. The title and subheadings used in these General Conditions, as well as in other parts of the Contract, are for convenience reference only and shall not be taken, or considered, as having any bearing on the interpretation of the Contract. Any conflicts in the Contract Documents shall be resolved by giving precedence in the following order: (i) Amendments (including Change Orders) to the Contract (the Agreement and the General Conditions); (ii) the Agreement, including any exhibits thereto; (iii) the General Conditions, including any exhibits hereto; (iv) Specifications; and (v) Drawings. All Contract Documents apply with equal force to Contractor and all Subcontractors, Sub-subcontractors, materialmen, suppliers, and employees of Contractor, and it shall be the affirmative obligation of Contractor to inform all parties of relevant contract requirements and include the same in all Subcontractor or supplier agreements.

## **Acceptance of Contract**. Acceptance may be made by (i) executing the acknowledgment page of the Agreement and returning it to L3Harris within three (3) business days of receipt or within the timeframe required by applicable law, or (ii) acceptance of any form of payment, partial or complete, under the Contract. Any such acceptance shall constitute an unqualified agreement to the terms and conditions set forth herein unless otherwise modified in writing by both parties.

**ARTICLE 2 – OBLIGATIONS OF CONTRACTOR**

# 2.1 General.

## Contractor shall confirm that the information included in L3Harris’s criteria presented as a statement of work (“L3Harris Criteria”), attached hereto as Exhibit A, complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the L3Harris Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, Contractor shall notify L3Harris of the conflict. If there is a change in the L3Harris Criteria, L3Harris and Contractor shall execute an amendment in accordance with the terms of the Contract.

## Contractor shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

## Contractor shall designate in writing a representative who is authorized to act on Contractor’s behalf with respect to the Project. This representative must be approved by L3Harris and cannot be changed without ten (10) calendar days’ written notice to L3Harris.

## Contractor shall perform the Work in accordance with the Contract Documents. Contractor shall not be relieved of the obligation to perform the Work in accordance with the Contract Documents by the activities, tests, inspections, or approvals of L3Harris.

## Contractor shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities. If Contractor performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, Contractor shall assume responsibility for such Work and shall bear the costs attributable to correction.

## Contractor shall be responsible to L3Harris for acts and omissions of Contractor’s employees, Subcontractors, and suppliers, and their respective agents and employees, and other persons or entities Contractor enlists to perform portions of the Work.

## Contractor shall schedule and conduct periodic meetings with L3Harris to review the Project and prepare and submit written progress reports as further detailed in the L3Harris Criteria.

## When applicable law requires that services be performed by licensed professionals, Contractor shall provide those services through qualified, licensed professionals.

## Contractor, with the assistance of L3Harris, shall prepare and file any documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

## L3Harris may undertake or award other contracts for additional work, and Contractor shall fully cooperate with such other contractors and L3Harris’s employees and shall not permit any act that will interfere with performance of work by any other contractor or by L3Harris’s employees.

## Contractor acknowledges that it has represented it has the requisite expertise to undertake the performance of the Work contemplated by the Contract, and that L3Harris, in reliance on such representations, has entered into the Agreement.

# Site Investigations and Representations.

## Contractor acknowledges that it has satisfied itself as to the nature and location of the Work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, river stages, ground water, or similar physical conditions at the Site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters upon which information is reasonably obtainable and which can in any way affect the Work or the cost thereof under the Contract.

## Contractor further acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the Site, including all exploratory work done by L3Harris as well as from information presented by the Drawings and Specifications made a part of the Contract.

## Failure by Contractor to take the actions described or acknowledged by this Site Investigations and Representations Clause or to acquaint itself with all available information shall not relieve Contractor of responsibility for successfully performing the Work. L3Harris assumes no responsibility for any understanding or representations made by any of L3Harris’ employees, officers, or agents during or prior to the execution of the Contract, unless: (i) such understandings or representations are expressly stated in the Contract or authorized by the L3Harris Representative in writing, and (ii) the Contract expressly provides that the responsibility therefor is assumed by L3Harris.

## Where alterations of and/or additions to existing construction are required under the Contract, Contractor shall verify all dimensions and determine all existing conditions which may affect its Work and shall be responsible for the accuracy of such dimensions and determinations.

# Supervision and Construction Procedures. Contractor shall supervise and direct the Work, using Contractor’s best skill and attention. Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

# Contractor’s Construction and Submittal Schedules.

# Contractor, promptly after execution of the Contract, shall prepare and submit for L3Harris’s information a construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (i) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion, (ii) the apportionment of the Work by construction activity, and (iii) the time required for completion of each portion of the Work. The construction schedule shall not exceed time limits noted under the L3Harris Criteria, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for L3Harris’s review and for approval of submissions by authorities having jurisdiction over the Project. Contractor shall perform the Work in general accordance with the most recent schedules submitted to L3Harris.

# Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for L3Harris’s approval. The submittal schedule shall (i) be coordinated with Contractor’s construction schedule, and (ii) allow L3Harris and/or its hired designer reasonable time to review the submittals. If Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittals schedule, Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time.

## **Specifications and Drawings**.

### Contractor shall keep on the Project site a copy of the Drawings and Specifications and shall at all times give Subcontractors access thereto. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. In case of differences between Drawings and Specifications, the Specifications shall govern. In any case of discrepancy either in the Drawings or in the Specifications, the matter shall be promptly submitted to the L3Harris Representative, who shall promptly make a determination in writing. Any adjustment by Contractor without the L3Harris Representative’s written determination shall be at Contractor’s own risk and expense. L3Harris shall furnish from time to time such detail drawings and other information as may be considered necessary, unless otherwise provided.

### Upon completion of the Work, one print of each of the Drawings accompanying the Specification and any Drawings subsequently issued in accordance with the stipulations heretofore set forth shall be neatly and clearly marked to show all variations between the construction actually provided and that indicated or specified by the Contract, and shall be delivered to L3Harris. Where a choice of material, equipment and/or methods is permitted herein, or where variations in the scope or character of the Work from that indicated or specified is permitted by subsequent change to the Contract, such choices or variations shall be reflected by the “as-built” drawings. The representations and such supplementary notes, legends, and details as may be necessary for legibility and clear portrayal on the as-built construction prints shall be subject to approval by L3Harris before final acceptance of the Project.

### Base Lines and Grades. Contractor shall lay out its Work from L3Harris’s established lines and benchmarks indicated on the Drawings or otherwise established by L3Harris, and shall be responsible for all measurements in connection with the layout.

### Shop Drawings.

#### “Shop Drawings” are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributer under contract with Contractor to illustrate some portion of the Work. The purpose of Shop Drawings is to demonstrate how Contractor proposes to conform to the Drawings and Specifications provided in the Contract Documents.

#### Whenever required by the Contract Documents, Contractor shall make detailed Shop Drawings in amplification of the Drawings referred to in the Contract, or in furtherance of the Specifications, before proceeding with the Work. Such drawings shall be submitted to L3Harris in duplicate, and in such format as L3Harris may prescribe. Such drawings shall (i) reflect the Contract number, (ii) show in detail the proposed fabrication and assembly of structural elements, and (iii) in detail show the installation (i.e., form, fit, and attachment details) of materials of equipment. Such drawings shall include such diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Contractor to completely explain in detail the specific portion of work required by the Contract.

#### Contractor shall submit the required Shop Drawings to L3Harris in accordance with the submittal schedule. Prior to submitting to L3Harris, Contractor shall review all Shop Drawings for accuracy, completeness, and compliance with Contract requirements and shall indicate Contractor’s approval on each Show Drawing as evidence of such coordination and review. Any Shop Drawings submitted to L3Harris without evidence of Contractor’s approval shall be returned for resubmission. L3Harris will indicate an approval or disapproval of the Shop Drawings and, if not approved as submitted, shall indicate L3Harris’s reasons therefore. Any Work done before L3Harris’s approval shall be at Contractor’s risk. L3Harris’s approval of the Shop Drawings shall not relieve Contractor from responsibility for any errors or omissions in such Shop Drawings, or from responsibility for complying with the requirements of the Contract. L3Harris’s approval of the Shop Drawings shall not relieve Contractor from its responsibility of producing completed and installed Work in strict conformance with the Drawings, Specifications, the approved Shop Drawings, and applicable codes and regulations. L3Harris will not assume the responsibility for searching out deviations in Contractor’s Shop Drawings. L3Harris’s approval of the Shop Drawings, whether general or detailed, is a general approval relating only to their sufficiency and compliance with the intention of the Contract and shall not excuse or constitute a waiver of errors, discrepancies, or omissions, or of detailed requirements.

## Checking of Drawings and Dimensions. Contractor shall check all Drawings immediately upon their receipt and shall promptly notify L3Harris in writing of any discrepancies. Contractor shall compare all Drawings and verify the figures before laying out the Work and will be responsible for any errors that may have been avoided thereby. When measurements are affected by conditions already established, Contractor shall take measurements notwithstanding the giving of scale or figure dimensions in the Drawings.

## Deviations. Deviations from the Drawings and the dimensions therein given, whether or not an error is believed to exist, shall be made only after written authority is obtained from the L3Harris Representative.

## Omission and Misdescriptions. Omissions from the Drawings or Specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the Drawings and Specifications or which are customarily performed, shall not relieve Contractor from performing such omitted or misdescribed details or work, but they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications after notifying the L3Harris Representative of such omission or misdescription.

# Labor and Materials.

## Unless otherwise provided in the Contract, Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated into the Work.

## Contractor’s personnel, when performing Work hereunder, shall be subject to all applicable laws, rules, regulations, and building codes of the federal, state and local governments, including without limitation, applicable security and labor laws and regulations. Contractor agrees that the personnel supplied for the performance of the Work hereunder by Contractor are not employees of L3Harris and are not entitled to L3Harris’s employee benefits or privileges or any payments from L3Harris. Contractor shall pay the salaries and wages of Contractor’s employees, together with applicable taxes and any other expenses normally paid by an employer in connection with its employees in the state in which the Work will be performed.

## Contractor shall enforce strict discipline and good order among Contractor’s employees and other persons carrying out the Work. Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

## All employees, agents, and contractors of Contractor and its Subcontractors shall be subject to the applicable safety and security rules and regulations governing L3Harris employees while on L3Harris property. Contractor’s employees and agents, including Subcontractor’s employees and agents, may be granted access to L3Harris’s Site, subject to compliance with L3Harris’ standard administrative and security requirements and policies provided to Contractor. Contractor acknowledges and agrees Contractor’s employees and agents with access to L3Harris’s Site can be removed and/or barred from entry at L3Harris’s sole discretion. Upon L3Harris’s direction, Contractor shall remove such employees and agents and promptly provide a qualified replacement.

## Contractor shall be responsible for requiring each employee or agent engaged on the Site to display such identification as may be approved and directed by L3Harris. All prescribed identification shall immediately be delivered to L3Harris for cancellation, upon the release of any employee or agent. When required by L3Harris, Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the Project. Subject to applicable laws, if Contractor’s employees and agents are to be onsite at any of L3Harris’s facilities, L3Harris shall have the right to require Contractor’s employees and agents to submit to L3Harris’s standard drug test and/or background check or equivalent standards prior to performing any Work. Prior to access being granted to Contractor’s employees and agents, Contractor shall certify that such screening was accomplished.

## Contractor shall keep on the Site a competent superintendent and any necessary assistants, with legal authority to represent and bind Contractor, all satisfactory to L3Harris. Contractor and the superintendent shall supervise and direct the Work, using Contractor’s and the superintendent’s best skill and attention. The superintendent shall carefully study and compare all Drawings, Specifications and other instructions and shall at once report to L3Harris any error, inconsistency or omission which may be discovered.

## Upon execution of the Contract, Contractor shall submit to L3Harris a chart showing the general executive and administrative organization, the personnel to be employed in connection with the Work under the Contract, and their respective duties. Contractor shall keep the data current by supplementing the data as needed.

## Contractor shall hold weekly meetings at the Project Site during which the progress of Work shall be reported in detail with reference to the current submitted construction schedule. Each interested Subcontractor shall be required to have present a competent representative to report the condition of its branch of the Work and to receive instructions. Minutes of these meetings shall be taken by Contractor who shall type and distribute them to the meeting attendees and other interested parties at the subsequent weekly meetings.

## If Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable for the performance of the Contract. All multiple entity Contractors shall submit the documents reflecting each entities rights, obligations and authority in the performance of the Contract. The existence of a multiple legal entity Contractor shall not relieve Contractor from providing a person or persons, during hours of performance of Work at the Site, who has authority to represent and bind all legal entities, herein entitled Contractor.

# Subcontractors. Contractor shall at all times select qualified suppliers and Subcontractors for performance of all subcontract work and the furnishing of materials and supplies. Contractor shall not subcontract the Contract, in whole or in part, or perform of the Work thereunder without the prior written authorization of L3Harris, and Contractor shall require an agreement with conforming performance requirements from its Subcontractors. Contractor shall be and remain responsible to L3Harris for (i) the performance of all Work, including Work performed or provided by Contractor’s Subcontractors, and (ii) the acts and omissions of Contractor’s Subcontractors in connection with the performance or provision of any of the Work. None of Contractor’s subcontracts shall create a contractual relation between L3Harris and Contractor’s Subcontractors or suppliers under the Contract.

## **Labor Disputes**.

## Contractor shall use best efforts to prevent and avoid labor disputes and other labor problems that may affect the Work. Whenever an actual or potential labor dispute delays or threatens to delay the performance of the Contract, Contractor shall immediately notify L3Harris in writing of all relevant information with respect to the labor dispute.

## Contractor agrees to take any and all measures as appropriate to resolve any labor situation relative to or arising from Contractor’s performance that may negatively impact the timely execution of Contractor’s Work or the Work of any other contractor or Subcontractor employed by L3Harris for the Project. Such measures shall include, but not be limited to, successful negotiations with any and all applicable labor unions. Contractor shall be responsible for all associated costs with any efforts undertaken pursuant to this paragraph and shall not be entitled to any relief in the agreed upon Project schedule as a result of any such labor situation.

## Contractor agrees to insert the substance of this Labor Disputes Clause in any subcontract hereunder as to which a labor dispute may delay the timely performance of the Contract, except that each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor or Sub-subcontractor shall immediately notify its next higher tier subcontractor or L3Harris, as the case may be, of all relevant information concerning such labor dispute.

## **Quality**.

## All Work under the Contract shall be performed in a skillful and workmanlike manner using properly qualified and trained personnel. L3Harris may require, in writing, that Contractor remove from performance of the Work any Contractor or Subcontractor employee or agent that L3Harris deems incompetent, careless, or otherwise objectionable.

## Materials, equipment, or items designated on the Drawings or in the Specifications by the manufacturer’s trade name or catalog number represents the type and quality required by L3Harris for performance of the Contract. Contractor may offer comparable items and, if approved by L3Harris in writing, such items may be used in the Work. If no substitute is offered, Contractor shall use only the specified material, equipment, or items. L3Harris’s approval of a substitute item shall not relieve Contractor of the responsibility for adequate fulfillment of the various parts of the Work or from specified guarantees and maintenance.

## Unless waived in writing by L3Harris, any tests or trials shall be made in the presence of a duly authorized inspector of L3Harris. When the presence of the inspector is waived, sworn statements, in triplicate, of the test made and the results thereof shall be furnished to L3Harris by Contractor immediately after the tests are made.

## L3Harris may engage, at its expense, services of testing laboratories to verify Contractor’s compliance with the Specifications and Drawings.

## All materials, supplies, and articles furnished by Contractor shall, wherever practicable, be the standard products of recognized, reputable manufacturers in the trade. Reference in the Specifications to a particular product is given for descriptive purposes only unless otherwise specifically stated. The standard products of manufacturers other than specified will be accepted when it is proved to the satisfaction of L3Harris that the products are equal in strength, durability, and usefulness, and equally serviceable for the purpose for which they are intended and do not require a major revision in design in order to permit their use. Any changes required in the details and dimensions indicated on the Drawings, for the substitution of standard products, other than those provided for, shall be properly made as approved by L3Harris and at the expense of Contractor.

## Contractor shall use only domestic construction materials, including unmanufactured construction material mined or produced in the United States, in the performance of the Contract unless L3Harris determines an exception applies. When one of the following exceptions applies, L3Harris may allow Contractor to acquire foreign construction materials without regard to the restrictions of the Buy American statute, and L3Harris must list the excepted material in the Contract: (i) L3Harris determines that the applicable provisions of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; (ii) L3Harris determines that a particular construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or (iii) L3Harris concludes that the cost of a domestic construction material is unreasonable.

## **Concealed or Unknown Conditions**.

## If Contractor encounters conditions at the Site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract, or (ii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract, then Contractor, prior to disturbing the conditions, shall promptly provide notice to L3Harris, but in no event shall the notice be given later than twenty-one (21) calendar days after first observance of the conditions.

## L3Harris shall promptly investigate the site conditions after receiving notice from Contractor. If the conditions do materially differ and cause an increase or decrease in Contractor’s cost of, or time required for, performing any part of the Work under the Contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the Contract modified in writing accordingly. If L3Harris determines the conditions at the Site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, L3Harris shall promptly notify Contractor in writing. If Contractor disputes L3Harris’s determination or recommendation, Contractor may proceed as provided in Article 12 (Claims and Dispute Resolution) of these General Conditions. No request for equitable adjustment to the Contract under this clause shall be allowed, unless Contractor has given the required written notice.

* 1. **Records**.

## Contractor shall keep full and detailed accounts and records and exercise such controls as may be necessary for proper financial and record management under the Contract and shall maintain accounting and control systems satisfactory to L3Harris. L3Harris and L3Harris’s accountants, lawyers, and consultants shall be afforded access to and shall be permitted to audit and copy Contractor’s records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data and records relating to the Contract, and Contractor shall preserve these for a period of six (6) years after final payment, or for such longer period as may be required by law. L3Harris shall have the right to access all such records at any time after seven (7) calendar days written notice.

## All financial records shall be maintained in accordance with generally accepted accounting procedures, consistently applied. Subcontractors retained by Contractor shall have the same obligations to retain records and permit audits as required of Contractor.

## If any inspection by L3Harris, or its representatives, of Contractor’s records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data and records relating to the Contract reveals an overcharge, L3Harris may deduct such overcharge from any payments due Contractor, or, if no funds remain due to Contractor, Contractor shall within five (5) calendar days of receipt of such written demand for repayment, tender the amount of such overpayment to L3Harris or otherwise resolve the demand for repayment to L3Harris’s satisfaction.

* 1. **Use of Site**.

## All operations of Contractor (including storage of materials) upon L3Harris premises shall be confined to areas authorized or approved by L3Harris. No unauthorized or unwarranted entry shall be made upon or passage through, or storage or disposal of materials on L3Harris premises. Contractor shall defend, indemnify, and hold harmless L3Harris and its officers, directors, affiliates, employees, agents, and assigns from any liability of any nature or kind arising from any use, trespass, or damages occasioned by or incurred by Contractor’s operations on premises of third persons.

## Temporary buildings (storage sheds, shops, offices, etc.), utilities, or connections to utilities may be erected by Contractor only with the written approval of L3Harris and shall be built with labor and materials furnished by Contractor without expense to L3Harris. Such temporary buildings and/or utilities shall remain the property of Contractor and shall be removed, unless otherwise provided, at Contractor’s expense upon the completion of the Work. The Site previously occupied by such temporary buildings and utilities shall be restored to a condition satisfactory to L3Harris upon completion of the Contract. With the prior written consent of L3Harris, the temporary buildings or utilities may be abandoned and need not be removed.

## Contractor shall use only established roadways or construct and use such temporary roadways as may be authorized by L3Harris. Where materials are transported in performing the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state or local law or regulation. When it is necessary to cross curbs or sidewalks, protection against damage shall be provided by Contractor and any damaged road, curbs or sidewalks shall be repaired by and at the expense of Contractor to L3Harris’s satisfaction.

## Contractor shall, if required by L3Harris, furnish adequate toilet facilities for its employees and agents. Toilet facilities shall conform to all local sanitary regulations and be located as approved by L3Harris.

## Contractor shall accomplish all Work under the Contract without interference with the ordinary use of streets, easements and passages, and Contractor shall cooperate with other contractors and employees of L3Harris as may be required by the circumstances or as directed by L3Harris. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or L3Harris employee whether or not at the Site.

## No open fires are permitted. No welding, flame cutting or other operations involving the use of flame, arcs or sparking devices are allowed without adequate protection, notice and written permission of the representative of L3Harris’s fire department as provided in the Hot Work Clause.

* 1. **Clean Up**.

## Contractor at all times shall keep the work area, including storage areas used by Contractor and its Subcontractors, free from accumulations of waste material or rubbish. Contractor shall also sweep all floors, clean all brickwork, windows, lights, fixtures, and remove all rubbish from the property of L3Harris. If Contractor fails to adequately clean up at the completion of the Work, L3Harris may, after written notice, have the work area cleaned and deduct the cost thereof from final payment.

## Before completing the Work, Contractor shall remove from the Site and L3Harris’s premise any rubbish, tools, scaffolding, equipment, and materials that are not the property of L3Harris. Contractor shall request written disposition instructions for all L3Harris property. Upon completion of the Work, Contractor shall leave the Site and L3Harris’s premises in a clean, neat, and orderly condition satisfactory to L3Harris. Should Contractor fail to take prompt action to this end, L3Harris (at its option and without waiver of such other rights as it may have) may, after thirty (30) calendar days’ notice to Contractor, treat all tools, scaffolding equipment, and materials left at the Site or on L3Harris’s premises as abandoned property.

## For Work being performed inside a building, all oil painting materials (paints, brushes, empty paint cans, rags, overalls, drop cloths, etc.) and flammable liquids shall be removed from inside the building at the close of each workday. Oil painting materials and flammable liquids shall be stored outside any L3Harris structure in a suitable locker or box located at a safe distance from any L3Harris structure.

## Accumulated trash, paper, shavings, sawdust, excelsior, boxes, and other packing materials shall be removed from any L3Harris building at the close of each workday and disposed of in proper containers located away from L3Harris buildings.

## Areas outside of buildings undergoing work shall be cleaned of trash, paper, or other discarded combustibles at the close of each workday.

## All portable electric devices (saws, sanders, compressors, extension cords or lights) shall be disconnected at the close of each workday. The main switch in the building shall be deactivated at the close of each workday as directed by L3Harris.

## Prior to the close of each workday, a reliable person, designated by the Contractor, shall make a check of the building or area to obtain compliance with the above.

* 1. **Intellectual Property**.
		1. During the term of the Contract, L3Harris may provide Contractor with materials, drawings, intellectual property, and other information (“L3Harris-Owned IP”) for use in the provision of Work, and for that term, L3Harris hereby grants to Contractor a non-exclusive, non-transferable (except as expressly provided herein), non-assignable license to use the L3Harris-Owned IP solely as necessary for Contractor to prosecute the Work and perform its obligations under the Contract. Contractor shall treat as proprietary and confidential all L3Harris-Owned IP. All right, title, and interest in and to the L3Harris-Owned IP and any modifications to the L3Harris-Owned IP, including derivative works, are and will remain with L3Harris. On L3Harris’s request or upon completion or termination of the Contract for any reason, Contractor shall promptly return or destroy, at L3Harris’s option, all L3Harris-Owned IP and all copies.
		2. For purposes of this clause, “Work Product” means all deliverables and all concepts, inventions (whether or not protected under patent laws), works of authorship, information, new or useful art, combinations, discoveries, algorithms, specifications, manufacturing techniques, technical developments, systems, artwork, programming, designs, processes, and methods of doing business, and any other media, materials, and other tangible objects produced by Contractor under this Contract. Contractor hereby assigns, transfers and conveys to L3Harris, exclusively and perpetually, all rights, titles, and interests throughout the world it may have or acquire in the Work Product, including without limitation all intellectual property or other proprietary rights (including without limitation copyrights, patents rights, trade secret right, rights of reproduction, trademark rights, rights of publicity, and the right to secure registrations, renewals, reissues, and extensions thereof) (collectively “Intellectual Property Rights”) therein or otherwise arising from the performance of this Contract. No rights of any kind in and to the Work Product or Intellectual Property Rights therein are reserved to or by the Contractor or will revert to Contractor. Contractor agrees to execute such further documents and to do such further acts, at L3Harris’s expense, as may be necessary to perfect, register or enforce L3Harris's ownership of such rights, in whole or in part. If Contractor fails or refuses to execute any such documents, Contractor hereby appoints L3Harris as Contractor's attorney-in-fact (this appointment to be irrevocable and a power coupled with an interest) to act on Contractor's behalf and to execute such documents. Work Product does not include any intellectual property, including all Intellectual Property Rights therein, which may be contained in Work Product that was developed by Contractor prior to performance or independent of this Contract (“Contractor IP*”*). Contractor retains all right, title and interest in and to any such Contractor IP. However, to the extent Contractor IP is incorporated into Work Product or required to fully exploit such Work Product, Contractor hereby grants to L3Harris a perpetual, irrevocable, fully paid up, royalty free, transferable, sublicensable worldwide, non-exclusive right and license to use, prepare derivative works, and otherwise fully exploit all or any portion of the Contractor IP incorporated into the Work Product or otherwise delivered to L3Harris in connection with the Contract.
	2. **Indemnification**.

## To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless L3Harris, including L3Harris’s directors, officers, agents, subsidiaries, and employees, from and against all third party claims, damages, losses, and expenses (including reasonable attorneys’ fees, expert fees, and court costs) arising out of or resulting from (i) the performance of the Work, but only to the extent caused by the negligent acts or omissions of Contractor or any consultant, contractor, Subcontractor, or architect directly or indirectly employed by Contractor or anyone for whose acts they may be liable; (ii) death, personal injury, destruction, or damage to real or tangible personal property, contamination of the environment any associated clean-up costs caused or contributed to by Contractor or Contractor’s agents, Subcontractors, employees or anyone acting on behalf of Contractor; (iii) the breach of any warranty contained herein; (iv) Contractor failing to satisfy the Internal Revenue Service’s guidelines for an independent contractor; (v) the violation by Contractor or Contractor’s agents, Subcontractors, employees of any applicable federal, state, or local law, including but not limited to export control, hazardous substance, toxic substance, and hazardous conditions laws; (vi) any employment-related claims, including those arising from Worker’s Compensation or Occupational Disease law, brought by Contractor’s employees, agents, or Subcontractors against any indemnified party of L3Harris; and (vii) Contractor’s failure to keep its Work and all items supplied by Contractor hereunder and L3Harris’s premises free and clear of all liens and encumbrances, including mechanic’s liens, in any way arising from performance by Contractor or by any of its vendors or Subcontractors. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this clause.

## Contractor represents and warrants that the Work performed and delivered under the Contract will not infringe or otherwise violate the intellectual property rights of any third party. Contractor shall, at Contractor’s expense, defend, indemnify and hold harmless L3Harris, its officers, directors, agents, subsidiaries, employees, customers, assigns, and each subsequent user thereof, from all claims, actions, awards (including, but not limited to, awards based on infringement of patents known at the time of such infringement, exceeding actual damages and/or including attorneys' fees and/or costs), liabilities, damages, losses, and expenses (including attorneys' fees, expert fees, and court costs) arising out of or relating to the actual or alleged infringement or misappropriation of a third party’s patent, copyright, trademark, trade secret, or other intellectual property right. Contractor’s infringement indemnification obligation does not apply to the extent the infringement claim arises from Contractor’s adherence to L3Harris’s written criteria, which describe the aspect of the Work upon which the infringement claim is based. However, if Contractor has reason to believe that the design, process, or product required in L3Harris’s criteria is an infringement of a copyright or a patent, Contractor shall be responsible for such indemnification obligation unless such information is promptly furnished to L3Harris.

## If the Work becomes or is likely to become the subject of an infringement claim, then, in addition to defending the claim and paying any damages and attorneys’ fees as required above, Contractor shall, at its option and expense, either: (i) promptly replace or modify the Work, without loss of material functionality or performance, to make it non-infringing; or (ii) promptly procure for L3Harris the right to continue using the Work pursuant to the Contract. If after using commercially reasonable efforts Contractor fails to provide one of the foregoing remedies within forty-five (45) calendar days of notice of the claim, L3Harris shall have the right to terminate the Contract with no further liability to Contractor, and Contractor shall refund to L3Harris all amounts paid for the infringing Work.

## L3Harris shall provide Contractor with prompt written notice of any indemnified claim, permit Contractor to control the defense and settlement of such claim, and reasonably cooperate and assist Contractor in connection with the defense and settlement of such claim; provided that all settlements shall require prior written approval by L3Harris. Contractor shall provide L3Harris with regular updates as to the status of the defense and settlement, including copies of documents and materials associated with the defense and settlement. Contractor agrees to pay or reimburse all costs that may be incurred by L3Harris in enforcing Contractor’s indemnification obligations, including attorneys’ fees.

## Notwithstanding any of the above provisions, L3Harris shall have the further right, at its own election, to supersede Contractor in the defense of any claim and thereafter to assume and conduct the same according to L3Harris’s sole discretion. Upon L3Harris’s election, Contractor shall be released from its obligation to pay for attorneys’ fees and court costs. Further, Contractor, if requested in writing by L3Harris, shall cooperate with L3Harris in L3Harris’s defense of any alleged claim.

## The indemnification obligations in this clause shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Contractor or any consultant, contractor, Subcontractor, or architect directly employed by them under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

* 1. **Liens and Encumbrances**.

# Contractor shall keep its Work, equipment, materials, all items supplied by it hereunder, and L3Harris’s premises free and clear of all liens and encumbrances, including mechanic’s liens, in any way arising from performance of the Contract by Contractor or by any of its vendors, agents, or Subcontractors. Contractor may be required by L3Harris to provide a satisfactory release of liens as a condition of payment with reasonable evidence that all services, labor, materials, and equipment have been paid in full. Contractor shall cooperate in providing and filing any waivers and/or releases that L3Harris may require in the event an applicable law does not permit an advance waiver of liens.

# No materials or supplies for the Work shall be purchased by Contractor or by any tier-Subcontractor working under Contractor which shall be subject to any chattel mortgage or under a conditional sale or other agreement in which an interest is retained by Contractor. Contractor represents and warrants that the title to all materials and supplies used by the Contractor in the performance of the Work hereunder shall be clear of all encumbrances of any nature whatsoever.

* 1. **L3Harris’s Right to Perform Construction and to Award Separate Contracts**.
		1. L3Harris reserves the right to perform construction or operations related to the Project with L3Harris’s own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the Site, under terms and conditions identical or substantially similar to the Contract, including those terms and conditions related to insurance and waiver of subrogation. L3Harris shall notify Contractor promptly after execution of any separate contract. If Contractor claims that delay or additional cost is involved because of such action of L3Harris, Contractor shall make a claim as provided in Article 12 (Claims and Dispute Resolution).
		2. L3Harris shall provide for coordination of the activities of L3Harris’s own forces, and of each separate contractor, with the Work of Contractor, who shall cooperate with them.

**ARTICLE 3 – BONDS AND INSURANCE**

# 3.1 Bonds. In the event the Contract Price exceeds $25,000, the Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as specified below. Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

#### Payment Bonds. Contractor shall furnish a payment bond with good and sufficient surety or sureties in a form acceptable to L3Harris for the protection of persons furnishing material or labor in connection with the performance of the Work under the Contract. The penal sum of such payment bond shall be one hundred percent (100%) of the Contract Sum.

#### Performance Bonds. Contractor shall furnish a performance bond with good and sufficient surety or sureties in a form acceptable to L3Harris in connection with the performance of the Work under the Contract. The penal sum of the performance bond shall be one hundred percent (100%) of the Contract Sum.

#### Date of Bonds. Bonds required hereunder shall be dated as of the same date as the Contract and shall be furnished by Contractor to L3Harris at the same time of execution of the Contract and prior to beginning any Work.

#### Additional Bond Security. If any surety upon any bond furnished in connection with the Contract is unacceptable to L3Harris, Contractor shall promptly furnish such other security as shall be acceptable to L3Harris to protect the interests of L3Harris and of persons supplying labor or materials in the performance of the Work.

#### Any surety furnishing a bond hereunder shall be bound by the terms of the Contract.

#### Contractor is responsible for securing required bonds for the Contract and riders thereto.

#### In the event any changes, alterations, modifications, or amendments are made from time to time to the Contract or Specifications subsequent to the date of bonds furnished hereunder, Contractor shall secure from the surety a bond rider to the effect that the surety waives notice and right of discharge by reason of such action.

#### The bonds will also contain a provision to the effect that if Contractor fails to give the surety notice of changes, alternations, modifications or amendments to the Contract, the surety will not be released of liability under existing bonds or any riders issued thereto. L3Harris shall have the right to withhold any payments due to Contractor hereunder until such time as Contractor secures the bonds required or riders thereto and the same have been approved by L3Harris.

## **Insurance**. Contractor agrees to obtain and maintain minimum insurance meeting or exceeding the minimum insurance requirements set forth in Exhibit B (Insurance Requirements). In the event Contractor fails to secure and continuously maintain the insurance coverage required under this Agreement, L3Harris may charge Contractor, and Contractor shall pay L3Harris, (a) L3Harris’s actual expenses incurred in purchasing similar protection, and (b) the value or amount of any claims, actions, damages, liabilities, costs, and expenses paid by L3Harris which would not have been paid by L3Harris if Contractor had complied with the requirements of Exhibit B (Insurance Requirements).

**ARTICLE 4 – INSPECTION AND WARRANTY**

# 4.1 Inspection.

## Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the Work performed conforms to the Contract requirements.

## Except as otherwise provided, all material, workmanship, manufacture, and fabrication of components furnished by Contractor, its Subcontractors, and suppliers shall be subject to inspection, examination, and test by L3Harris at reasonable times during manufacture or construction and at any and all places where such manufacture or construction is carried on. L3Harris may also inspect the plant(s) of Contractor or any of its Subcontractors and suppliers engaged in the performance of the Contract.

## L3Harris shall have the right to reject nonconforming or defective materials or Work and require its replacement or correction. Contractor, at Contractor’s expense, shall immediately correct or replace any rejected materials or Work with conforming material or Work. Contractor shall promptly segregate and remove the rejected material from the premises. If Contractor fails to promptly proceed with the replacement or correction of rejected materials or Work, L3Harris may, at its sole discretion, (i) by contract or otherwise, replace such materials or correct such Work and charge to Contractor the cost occasioned by L3Harris thereby for the conforming materials or Work, (ii) terminate the Contract for default, in accordance with the Termination for Default Clause in which case Contractor and the surety shall be liable for any damage to the same extent as provided in the termination clause, (iii) require a reduction in price or other consideration which is equitable under the circumstances, or (iv) exercise any other applicable rights or remedies. L3Harris may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection necessary. Contractor shall bear all risk of loss for the nonconforming materials or Work. If L3Harris rejects materials or Work as non-conforming and Contractor does not acknowledge L3Harris’s rejection and plan of disposition for materials or Work within two (2) business days, L3Harris will be entitled to dispose of the non-conforming materials or Work without liability to Contractor. Additionally, L3Harris may elect to return the non-conforming materials to Contractor at Contractor’s risk of loss and expense.

## Contractor shall promptly furnish, without additional charge, all facilities, labor, and materials reasonably needed for performing safe and convenient inspections and tests that may be required by L3Harris. All inspections and tests by L3Harris shall be performed in such a manner as not to unduly delay the Work. L3Harris may charge to Contractor any additional cost of inspection when materials and workmanship are not ready at the time specified for inspection. Any subsequent reinspection which is required due to Contractor failing initial testing or inspection shall be charged to Contractor.

## Should it be considered necessary or advisable by L3Harris at any time before final acceptance of the entire Work to make an examination of Work already completed, by removing or tearing out same, Contractor shall, upon request, promptly furnish all necessary facilities, labor and material. If such Work is found to be defective or nonconforming in any material respect, due to the fault of Contractor or its Subcontractors, Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. However, if such Work is found to meet Contract requirements, L3Harris shall make an equitable adjustment for the additional services involved in the examination and reconstruction including, if completion of the Work was thereby delayed, an extension of time.

## L3Harris or any person duly authorized by L3Harris may, during the performance of the Work, enter the structure or construction area for the purpose of performing any necessary work. In doing so, L3Harris shall endeavor not to interfere with Contractor, and Contractor shall not interfere with other work being done by or on behalf of L3Harris.

## If, prior to completion and final acceptance of all the Work, L3Harris takes possession of any structure or portion thereof (whether completed or otherwise) with the intent of retaining possession thereof (as distinguished from temporary possession contemplating return to the Contractor), then while L3Harris is in possession, Contractor, notwithstanding any other provision herein, shall be relieved of the responsibility for loss or damage to the structure other than that resulting from the Contractor’s fault or negligence. Such taking of possession by L3Harris shall not relieve the Contractor from any provisions of the Contract respecting such structure nor constitute a final acceptance of such structure.

## **Warranty and Correction of Defects**.

## In addition to any other warranties in the Contract, Contractor represents and warrants to L3Harris that materials and equipment furnished under the Contract will be of good quality for the purpose intended and new, unless the Contract requires or permits otherwise.

## Contractor further represents and warrants that the Work will conform to the requirements of the Contract and will be free from defects of design, equipment, material, and workmanship, except for those inherent in the quality of the Work or otherwise expressly permitted by the Contract. Work, materials, or equipment not conforming to these requirements may be considered defective or nonconforming. Contractor’s warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by L3Harris, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty in paragraph (b) shall continue for a period of one (1) year from date of final acceptance of the entire Work and in no way is meant to limit any other warranties provided by manufacturers for specific systems, appliances, or other equipment installed as part of the Work.

## L3Harris shall notify Contractor in writing, within a reasonable time after the discovery of any failure, defect or damage. Contractor shall promptly remedy, at its own expense, any failure to conform or any defect. In addition, Contractor shall remedy, at Contractor’s expense, any damage to L3Harris-owned or controlled real or personal property, when that damage is the result of Contractor’s failure to conform to Contract requirements or any defect of equipment, material, workmanship, or design furnished. Contractor shall restore any Work damaged in fulfilling the terms and conditions of this clause. If Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, remedies for breach of any of these warranties shall be at L3Harris’s election, including those specified in Clause 4.1(c) for non-conforming materials and workmanship. Contractor’s warranty with respect to Work repaired or replaced under this paragraph will run for one (1) year from the date of repair or replacement.

## With respect to all warranties, express or implied, from Subcontractors, manufacturers, or suppliers for Work performed and materials furnished under the Contract, the Contractor shall: (i) obtain all warranties that would be given in normal commercial practice; (ii) require all warranties to be executed, in writing, for the benefit of L3Harris; and (iii) enforce all warranties for the benefit of L3Harris. All Subcontractor warranties shall inure to the benefit of L3Harris and its assigns and be provided to L3Harris as a precondition to issuance of final payment.

## Nothing in this Warranty and Correction of Defects Clause shall limit L3Harris’s rights with respect to latent defects, gross mistakes, or fraud. Neither final payment nor any provision in the Contract shall relieve the Contractor of responsibility for faulty materials, workmanship, or design, unless otherwise specified. The remedies provided for in this clause shall not be restrictive of, but shall be cumulative and in addition to all other remedies of L3Harris.

**ARTICLE 5 – CHANGES TO THE WORK**

## For the purposes of this Article, the following definitions apply:

#### A “Change Order” means a written instrument signed by L3Harris and Contractor after the effective date of the Agreement stating their agreement upon any of the following: (A) the change in the Work; (B) the amount of adjustment, if any, in the Contract Sum; or (C) the extent of the adjustment, if any, in the Contract Time.

#### A “Construction Change Directive” is a written instrument signed by L3Harris directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. L3Harris may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time, being adjusted accordingly. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

**5.2** L3Harris may, at any time and without notice to third parties, make changes within the general scope of the Contract in the Work to be performed by written Change Order or Construction Change Directive signed by the L3Harris Representative. A Change Order shall be based on the agreement between L3Harris and Contractor. L3Harris may issue a Construction Change Directive without agreement by Contractor.

## If a Construction Change Directive causes a variation in the Contract Sum, Contract Time, or both, Contractor shall promptly notify the L3Harris Representative thereof and assert its claim for equitable adjustment in writing within fifteen (15) calendar days after the Construction Change Directive is ordered. Contractor’s claim for equitable adjustment shall be supported by labor hour estimates, labor rates, and material prices, together with vouchers. Once asserted, an equitable adjustment to the Contract Sum or Contract Time, or both, may be made, and the parties may modify the Contract in writing accordingly by executing a Change Order. If the parties are unable to agree upon an equitable adjustment, the matter will be resolved in accordance with Article 12 (Claims and Dispute Resolution). Nothing contained herein, including failure of the parties to agree upon any equitable adjustment, shall excuse Contractor from proceeding without delay with the work outlined in the Construction Change Directive. Nothing in this clause shall be deemed to constitute acceptance by L3Harris of the validity of Contractor’s claim or any part thereof.

## If Contractor’s claim for equitable adjustment includes the cost of property made obsolete or excess by the change, L3Harris shall have the right to prescribe the manner of the disposition of the property.

## L3Harris shall not be liable for any cost or fee that results from Contractor’s implementation of changes or modifications without a Change Order executed by L3Harris. In giving instructions, the L3Harris Representative shall have the authority to make minor changes in the Work, not involving extra cost and not inconsistent with the purposes of the building. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from L3Harris stating that L3Harris has authorized the extra work or change. The issuance of information, advice, approvals, or instructions by L3Harris’s technical personnel shall be deemed expressions of personal opinion only and shall not affect the parties’ rights and obligations hereunder, unless the change expressly states that it constitutes an amendment to the Contract and is signed in writing by the L3Harris Representative. If Contractor considers that L3Harris’s conduct constitutes a change, Contractor shall notify L3Harris immediately in writing as to the nature of such conduct and its effect upon Contractor’s performance.

**ARTICLE 6 – L3HARRIS’S RESPONSIBILITIES**

* 1. **General**.
		1. L3Harris shall designate in writing a representative who shall have express authority to bind L3Harris with respect to all Project matters requiring L3Harris’s approval or authorization.
		2. L3Harris shall not be responsible for Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. L3Harris shall not have control over or charge of, and will not be responsible for acts or omissions of Contractor, its consultants, Subcontractors, suppliers or their agents or employees, or any other persons or entities performing portions of the Work for Contractor.
		3. L3Harris shall determine the date or dates of Substantial Completion and the date of final completion.
	2. **Information and Services Required of L3Harris**.
		1. L3Harris shall furnish information or services required of L3Harris by the Contract Documents with reasonable promptness.
		2. L3Harris shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.
		3. L3Harris shall cooperate with Contractor in securing building and other permits, licenses, and inspections.
	3. **L3Harris’s Right to Carry Out the Work**.If Contractor defaults or neglects to carry out the Work in accordance with the Contract and fails within a ten (10) calendar day period after receipt of written notice from L3Harris to commence and continue correction of such default or neglect with diligence and promptness, L3Harris may, without prejudice to other remedies L3Harris may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due Contractor the reasonable cost of correcting such deficiencies. If payments then or thereafter due Contractor are not sufficient to covers such amounts, Contractor shall pay the difference to L3Harris.
	4. **L3Harris Property**.
		1. L3Harris may deliver to Contractor only such L3Harris property as may be described in the Contract Documents, together with such related data and information as may reasonably be required for the intended use of such property (collectively, “L3Harris Property”) solely for Contractor’s use in connection with and under the terms of the Contract. All rights, title, and interest in the L3Harris Property shall remain with L3Harris or L3Harris’s customer. Contractor shall clearly mark, maintain an inventory and keep segregated or identifiable all of the L3Harris Property.
		2. The delivery or performance dates for the Contract are based upon the expectation that L3Harris Property is suitable for the intended use and will be delivered to Contractor at the times stated in the Contract or, if not so stated, in sufficient time to enable Contractor to meet required delivery or performance dates. In the event that L3Harris Property is not delivered to Contractor by the dates stated in the Contract, L3Harris shall, upon timely written request made by Contractor, make a determination of the delay occasioned by Contractor and shall equitably adjust the Contract. In the event that L3Harris Property is received by Contractor in a condition not suitable for the intended use, Contractor shall, upon receipt thereof, immediately notify L3Harris of such fact and, as directed by L3Harris, either repair, modify, return, or otherwise dispose of the L3Harris Property at L3Harris’s expense. After completing the directed action and upon written request of Contractor, L3Harris shall equitably adjust the Contract affected by the return or disposition, or the repair or modification of the property. This provision does not apply to property furnished “as is.” The foregoing provisions for adjustment are exclusive and L3Harris shall not be liable for breach of Contract by reason of any delays in delivery of L3Harris Property, delivery of such property in a condition not suitable for its intended use to Contractor, an increase, decrease or substitution of L3Harris Property, or failure to repair or replace L3Harris Property for which L3Harris is responsible.
		3. If the Contract contains a provision directing the Contractor to purchase property and/or material for which L3Harris will reimburse the Contractor as a direct item of cost under the Contract: (i) title to material purchased from a vendor shall pass to and vest in L3Harris upon the vendor’s delivery of such material; and (ii) title to all other property shall pass and vest in L3Harris upon (1) issuance of the material for use in Contract performance; (2) commencement of processing of the material or its use in Contract performance; or (3) reimbursement of the cost of the material by L3Harris, whichever occurs first.
		4. L3Harris may, during the course of the Contract, furnish equipment such as scaffolding, ladders, lifts, etc. (all of which are hereinafter referred to as “equipment”), for Contractor’s use in performing work hereunder. Equipment is furnished as a convenience to Contractor on an “as-is,” “where-is,” basis, and L3Harris assumes no liability for the condition of the equipment or for its suitability for use by Contractor in the performance of Work hereunder. All equipment shall be returned to L3Harris in the same condition received, normal wear and tear excepted. In the event equipment is offered for Contractor’s use, Contractor shall inspect equipment and determine, prior to use, that it is safe and satisfactory. Contractor shall return to L3Harris any equipment determined not to be safe, satisfactory or suitable for use in performing the Work hereunder. Contractor shall be deemed to have conclusively determined that all equipment furnished is safe, satisfactory and suitable for the intended use. Contractor shall not commence Work hereunder unless and until it shall have familiarized itself and its employees, agents, and Subcontractors in the proper use and safe operation of all equipment furnished. Thereafter, Contractor shall ensure that its employees, agents, and Subcontractors use and operate all equipment in a safe and proper manner.
		5. Contractor shall be responsible and accountable for all L3Harris Property provided under the Contract. Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of L3Harris Property, including creating and maintaining records of all L3Harris Property accountable to the Contract. L3Harris and its designees shall have access to the premises in which any L3Harris Property is located for the purpose of inspecting the L3Harris Property. Upon receipt of L3Harris Property from a source other than L3Harris, Contractor shall forward to L3Harris a signed packing slip receipt, together with such other forms as may be required by L3Harris, evidencing that certain material has been received. These documents shall show the total amount of material received in any one shipment, the amount accepted, the amount rejected and the reason therefore, and such other information as L3Harris shall request.

## Contractor shall be liable for loss or destruction of, or damage to, L3Harris Property in Contractor’s possession or control and for the use of the L3Harris Property in accordance with the provisions of the Contract. However, Contractor is not responsible for reasonable wear and tear to L3Harris Property or for L3Harris Property properly consumed in performing the Contract. Upon request, Contractor shall promptly provide L3Harris with adequate proof of insurance against such risk of loss. Contractor shall promptly notify L3Harris of any loss or damage to the L3Harris Property

## Upon completion of the Contract, or at such earlier dates as may be determined by L3Harris, Contractor shall submit, in a form acceptable to L3Harris, inventory schedules covering all L3Harris Property not consumed in the performance of the Contract. As directed by L3Harris, Contractor shall either return the L3Harris Property, delivery f.o.b. origin, or dispose of the L3Harris Property. The net proceeds of any such disposal shall be credited to the Contract Sum or shall be paid to L3Harris as L3Harris directs. Contractor shall return all excess or returnable property in as good condition as when received, except for reasonable wear and tear. If Contractor fails to return the L3Harris Property upon L3Harris’ demand, L3Harris shall have the right, upon reasonable notice, to enter Contractor’s premises and remove any such property at any time without being liable for trespasses or damages of any sort.

## **ARTICLE 7 - TIME**

* 1. **Progress and Completion**.
1. Contractor understands that TIME IS OF THE ESSENCE in performing the Work in accordance with the time limits stated in the Contract Documents. By executing the Contract, Contractor confirms that the Contract Time is a reasonable period for performing the Work.
2. Contractor shall not, except by agreement of L3Harris in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by the Contract. The Contract Time shall not be adjusted as a result of Contractor’s failure to obtain insurance required under the Contract.
3. Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.
4. Contractor shall, subsequent to the execution of the Contract and prior to commencement of Work, prepare and submit for approval three copies of a practicable schedule, showing the order in which Contractor proposes to perform the Work, the dates on which he will start the several salient features (including procurement of materials, plant and equipment) and the contemplated dates for completing each portion. The schedule shall be in the form of a progress chart of suitable scale to indicate the percentage or work scheduled for completion at any time.
5. Contractor shall enter weekly the actual progress on the chart and, upon doing so, shall immediately deliver three copies of the annotated chart to L3Harris. If, in the opinion of L3Harris, Contractor falls behind the initially approved schedule above, Contractor shall take steps necessary to improve Contractor’s performance in the position initially scheduled on the approved progress chart. If Contractor fails to voluntarily take sufficient steps to become current in accordance with the approved progress chart, then L3Harris may demand that Contractor increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant at Contractor’s own expense, and to submit for approval any recovery schedule, in chart form, as L3Harris deems necessary to demonstrate how the initially approved rate of progress will be obtained.
6. Failure of Contractor to comply with the requirements of L3Harris under this Article 7 (Time) shall be grounds for determination by L3Harris that Contractor is not prosecuting the Work with such diligence as will ensure completion within the time specified. Upon such determination, L3Harris may terminate Contractor’s right to proceed with the work or any separable part thereof, in accordance with the Termination for Default Clause in Article 10 (Termination or Suspension).

**7.2 Delays and Extensions of Time**.

1. If Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of L3Harris or of a consultant or separate contractor employed by L3Harris; or by changes ordered in the Work by L3Harris; or by a Force Majeure Event, then the Contract Time shall be extended by Change Order for such reasonable time as L3Harris may determine.
2. If Contractor claims an extension in the Contract Time for any reason listed in paragraph (a), Contractor shall give L3Harris written notice thereof within seven (7) calendar days after the occurrence of the conditions giving rise to such event. No such request for an extension of time shall be valid unless written notice is given as required in this Paragraph. After delivering written notice of a perceived cause of delay, Contractor shall proceed to execute the Work, even though a time extension has not been agreed upon.
3. Contractor expressly agrees not to make, and hereby waivers, any claims for damages, including those resulting from increased labor or material costs, on account of any delay, obstruction, or hindrances for any cause whatsoever, whether or not foreseeable and whether or not anticipated including, but not limited to, causes that would entitle Contractor to an extension of time under the Contract, and agrees that the sole right and remedy therefore shall be an extension of time in accordance with this Article 7(Time).
4. Contractor shall not be allowed an extension of time unless Contractor has established to L3Harris’s satisfaction that the delay claimed by Contractor is to a portion of the Work on the critical path of the Work schedule, that Contractor could not reasonably have anticipated the delay, and that Contractor has used its best efforts to mitigate the delay.
5. In the event Contractor determines at any time that the Substantial Completion date or any interim completion milestone cannot be met, Contractor shall immediately provide to L3Harris a recovery schedule. Approval of any such recovery schedule by L3Harris pursuant to this Paragraph shall not constitute a waiver by L3Harris of any right hereunder, including the right to liquidated damages.
6. In addition to any other remedy contained herein, in the event Contractor fails to meet any interim completion milestone or the Substantial Completion date for any reason, L3Harris shall be entitled to direct Contractor to immediately implement whatever means are necessary to bring the Project back on schedule, including re-sequencing and/or accelerating the Work. In the event L3Harris directs Contractor to accelerate the Work to bring the Project back on schedule due to causes for which Contractor is not entitled to an extension of time under the Contract, such acceleration shall be performed at Contractor’s expense.

## **ARTICLE 8 - PAYMENTS**

## **8.1** **Contract Sum**.

## (a) Payment shall be made in accordance with the Agreement. L3Harris shall pay the Contract Sum as provided in the Agreement. Contractor shall pay sales, consumer, use and similar taxes, for the Work provided by Contractor. If Contractor does not return the acknowledgement page of the Agreement and commences performance, L3Harris shall only be responsible for payment for the Work performed to the extent that the Work was required by L3Harris, not to exceed the amounts set forth in the Agreement. All payments shall be made in U.S. Dollars with no adjustments for currency exchange rates. The parties shall consider payment is made on the date the check is postmarked and mailed to Seller.

(b) Schedule of Values. Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to L3Harris before the first payment application is submitted, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by L3Harris. This schedule of values, unless objected to by L3Harris, shall be used as a basis for reviewing the Contractor’s payment applications. Any changes to the schedule of values shall be submitted to L3Harris and supported by such data to substantiate its accuracy as L3Harris may require, and unless objected to by L3Harris, shall be used as a basis for reviewing the Contractor’s subsequent payment applications.

## **Permits, Fees, Royalties, Notices**. Unless otherwise provided in the Contract, Contractor shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project. Contractor shall pay all royalties and license fees.

## **Lien Waivers**.

## For purposes of this clause, “Conditional Lien Waiver” means a lien waiver from the applicable party, originally signed by that party, in a form that has been approved by L3Harris which waives all rights of the signatory to any claim for any mechanic’s, materialman’s or other lien, or any other title retention claim for that party, or for any party who may claim any such right as a result of any contractual or other agreement pertaining to the Work or the Project, conditioned only upon receipt of payment of the specified amount due to that party. For purposes of this clause, “Unconditional Lien Waiver” means a lien waiver from the applicable party, originally signed by that party in a form that has been approved by L3Harris, but which waives all rights of the signatory to any claim for any mechanic’s, materialman’s, or other lien, or any other title retention claim for that party, or for any party who may claim such right as a result of any contractual or other agreement pertaining to the Work or the Project, recognizing its receipt of payment for the amounts identified therein.

## Commencing with Contractor’s first application for payment, and with each subsequent application for payment, Contractor will submit Conditional Lien Waivers to L3Harris covering the Contractor’s Work for which Contractor is seeking reimbursement. Commencing with the second application for payment and all subsequent payment applications, the Contractor will submit to L3Harris: (i) Unconditional Lien Waivers covering the Contractor’s Work for which the Contractor received payment on its immediately preceding request; and (ii) Conditional Lien Waivers covering the Contractor’s Work for which the Contractor is seeking reimbursement on the current request for payment. If the specified lien waivers are not provided as required, the application for payment will not be processed until all required lien waivers are received by L3Harris.

## **Overpayments**. Contractor shall promptly notify L3Harris of any overpayments and remit the overpayment amount to L3Harris along with a description of the overpayment, including the circumstances of the overpayment, the affected purchase order and delivery order number if applicable, and affected purchase order line item or subline item if applicable.

## **Progress Payments**.

### L3Harris shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by L3Harris, on estimates of work accomplished which meet the standards of quality established under the Contract, as approved by L3Harris. In preparing estimates, Contractor may take into consideration the material delivered on the Site and preparatory Work done. L3Harris shall make such progress payments within sixty (60) calendar days of receipt of the Contractor’s request, subject to reduction for overpayments or increase for underpayments on preceding payments to the Contractor.

### Contractor’s payment applications shall include: (i) an itemization of the amounts requested, related to the various elements of Work required by the Contract covered by the payment requested; (ii) a listing of the amount included for Work performed by each Subcontractor under the Contract; (iii) a listing of the total amount of each subcontract under the Contract; (iv) a listing of the amounts previously paid to each Subcontractor under the Contract; and (v) additional supporting data in the form and detail required by L3Harris and further detailed in the Agreement. Such payments shall be subject to reduction for overpayments or increase for underpayments on preceding payments to the Contractor.

### In making such progress payments there shall be retained ten percent (10%) of the estimated amount until final completion and acceptance of all work covered by the Contract; provided, however, that L3Harris, at any time after fifty percent (50%) of the Work has been completed, if it finds that satisfactory progress is being made, may reduce the amount of retainage or make any of the remaining partial payments in full; and, provided further, that on completion and acceptance of each building, or other division of the Contract, on which the price is stated separately in the Contract, payment may be made in full, including retained percentage thereon, less authorized deductions for incomplete or defective work.

### All material and work covered by progress payments made shall thereupon become the sole property of L3Harris; but this provision shall not be construed as relieving Contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged or destroyed work or as a waiver of the right of L3Harris to require the fulfillment of all of the terms of the Contract. Risk of loss shall only be assumed by L3Harris upon final acceptance or to the extent of beneficial occupancy.

## **Substantial Completion**. The date of Substantial Completion is the date certified by L3Harris in accordance with this clause. When Contractor considers that the Work, or a portion thereof which L3Harris agrees to accept separately, is substantially complete, Contractor shall prepare and submit to L3Harris a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of Contractor to complete all Work in accordance with the Contract. Upon receipt of Contractor’s list, L3Harris shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the L3Harris’s inspection discloses any item, whether or not included on Contractor’s list, which is not sufficiently complete in accordance with the Contract documents, Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by L3Harris. In such case, Contractor shall then submit a request for another inspection by L3Harris to determine Substantial Completion. When the Work or designated portion thereof is deemed substantially complete by L3Harris, Contractor will prepare for L3Harris’s signature a Certificate of Substantial Completion that shall, upon L3Harris’s signature, establish the date of Substantial Completion and fix the time within which Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract shall commence on the date of Substantial Completion.

## **Final Completion and Payment**.

### Upon receipt of Contractor’s written notice that the Work is ready for final inspection and acceptance, and upon receipt of a final application for payment, the L3Harris will promptly make such inspection. Final acceptance shall be contingent upon agreement by L3Harris and L3Harris’s customer that the Work conforms to the requirements of the Contract. After final inspection and L3Harris finds the Work acceptable and the Contract fully performed under the Contract Documents, then L3Harris will, subject to the Lien Waivers Clause, promptly issue final payment. Final acceptance by L3Harris is final, except for latent defects, negligent or intentional misrepresentations by Contractor that a nonconformity or defect would be or has been cured or did not exist, acceptance induced by false or negligent assurances of Contractor, or as otherwise provided in the Agreement or applicable law. Final acceptance by L3Harris of the Work delivered hereunder shall not limit, void, or affect in any way the warranty or indemnity granted by Contractor hereunder.

### Neither final payment nor any remaining retained percentage shall become due until Contractor submits to the L3Harris (i) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which L3Harris or L3Harris’s property might be responsible or encumbered have been paid or otherwise satisfied; (ii) a certificate evidencing that insurance required by the Contract will remain in force after final payment and a statement that Contractor knows of no reason the insurance would not be renewable through the warranty period required by the Contract documents and applicable law; (iii) as-built copies of the construction documents and drawings reflecting all Work performed; (iv) manufacturer’s warranties, product data, and maintenance and operations manuals; and (v) if requested by L3Harris, any other documentation reflecting payment or satisfaction of obligations, such as releases and waivers of liens, claims, security interests, or encumbrances. If the Contractor’s claim to amounts payable under the Contract has been assigned, a formal written release may be required of the assignee, at the option of L3Harris, prior to final payment.

### If any Subcontractor, materialman, supplier, or other persons claiming or entitled at law to make a claim under the Contract refuses to furnish a release or receipt in full, Contractor shall furnish a bond satisfactory to L3Harris, to indemnify L3Harris against any lien. If any lien shall remain unsatisfied after L3Harris shall have made all payments required under the terms hereof, Contractor shall refund to L3Harris all monies that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys’ fees.

### The making of final payment shall constitute a waiver of claims by L3Harris except those arising from (i) liens, claims, security interests or encumbrances arising out of the Agreement and unsettled; (ii) failure of the Work to comply with the requirements of the Contract Documents; (ii) terms of warranties required by the Contract Documents; or (iv) latent defects in the Work.

### Acceptance of final payment by Contractor shall constitute a waiver of claims by Contractor.

## **Decisions to Withhold Payment**.

## L3Harris may withhold payment in whole or in part to the extent reasonably necessary to protect L3Harris due to L3Harris’s determination that the Work has not progressed to the point indicated in the Contractor’s application for payment, or the quality of the Work is not in accordance with the Contract. L3Harris may also withhold payment or, because of subsequently discovered evidence, may nullify the whole or part of a previous payment issued to such extent as may be necessary to protect L3Harris from loss for which Contractor is responsible because of: (a) defective Work, including non-conforming work, not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payments properly to its Subcontractors, consultants, suppliers or others for services, labor, materials, or equipment; (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; (e) damage to L3Harris or a separate contractor; (f) reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or (g) repeated failure to carry out the Work in accordance with the Contract. When the above reasons for withholding payment are removed, payment will be made for amounts previously withheld.

## If L3Harris withholds payment under this Clause, L3Harris may, at its sole option, issue joint checks to Contractor and to the Subcontractors, consultants, material or equipment suppliers, or other persons or entities providing services or work for Contractor to whom the Contractor failed to make payment for Work properly performed or materials or equipment suitably delivered.

## L3Harris may decline to authorize payment and may withhold authorization, in whole or in part, to the extent necessary to reasonably protect L3Harris. L3Harris, and any affiliate of L3Harris, may withhold, deduct, and/or setoff all money due, or which may become due, from L3Harris or any affiliate of L3Harris, arising out of Contractor’s performance under the Contract or any other transaction L3Harris and its affiliates may have with Contractor.

## **ARTICLE 9 – PROTECTION OF PERSONS AND PROPERTY**

## **Safety Precautions and Programs**.

## Contractor shall be responsible for initiating, maintaining, and supervising all safety and health precautions and programs in connection with performance of the Work. This includes designating a member of its organization at the Site to enforce all required Contractor safety and health programs.

## Contractor shall abide by all state, local, and federal laws, rules, and regulations, including but not limited to, the Federal Occupational Safety and Health Act of 1970, as amended. If there is a conflict in these requirements, the more stringent shall govern.

## Any Work performed shall not conflict with normal everyday operations being performed in the immediate area. This may mean taking extra safety or health precautions for any non-construction personnel in the area. L3Harris’s Occupational Safety and Health group may periodically conduct on-site inspections. Contractor shall provide the Material Safety Data Sheets to the L3Harris Occupational Safety and Health group for all chemicals and potentially hazardous materials considered for use. Upon request, L3Harris’s Occupational Safety and Health group shall supply Contractor with the Material Safety Data Sheets on all potentially hazardous substances used in that specific area.

## Contractor shall provide and maintain work environments and procedures which will (i) safeguard the public and L3Harris’s personnel, property, materials, supplies and equipment exposed to Contractor’s operations and activities, (ii) avoid interruption of L3Harris’s operations and delays in Project completion dates; and (iii) control costs in the performance of the Contract.

## Whenever L3Harris becomes aware of any noncompliance with these requirements that poses a serious or imminent danger to the health or safety of the public or L3Harris personnel, L3Harris shall notify Contractor orally, with written confirmation, and request immediate initiation of corrective action. After receiving the notice, Contractor shall immediately take corrective action. If Contractor fails or refuses to promptly take corrective action, L3Harris may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. Contractor shall not be entitled to any equitable adjustment on any stop work order issued under this clause.

## **Hot Work**.

## For purposes of this Clause, “Hot Work” means welding, burning, lead melting, sweating, soldering, blow torches, tar pots, and the like.

## Prior to performing Hot Work or operating other flame-producing devices, Contractor shall obtain a written permit from the L3Harris Representative. L3Harris shall provide applicable fire protection equipment. In no event shall Hot Work be commenced without permission and attendant from the L3Harris Representative.

## No cutting or welding shall be permitted: (i) while sprinklers are out of service; (ii) in the presence of flammable lint, dust, vapors and liquids or unpurged tanks and equipment previously containing such materials; (iii) in an area or on equipment other than that specified on the welding and cutting permit; and (iv) in areas not permitted by the written permit.

## Before cutting or welding operations are started, Contractor shall: (i) relocate all readily movable combustibles at least forty (40) feet from such operations and shall completely protect the remainder with fireproof curtains, metal guards or flame-proofed covers (not ordinary tarpaulins); and (ii) tightly cover over any floor or wall openings within forty (40) feet of the operation.

## Contractor shall patrol areas, including floors above and below affected areas during the Hot Work and for at least one-half (1/2) hour after operation is completed.

## Cutting and welding equipment shall be maintained in good repair.

## **Waste Materials**. Performance of the Contract may result in the generation of or handling of certain waste materials, including hazardous waste as so defined by any federal, state, local government or other government agency. Contractor acknowledges that the mishandling, unauthorized transportation, storage, or disposal of hazardous waste materials poses significant risks to persons, property and the environment because of the hazardous and toxic conditions of such waste materials. Contractor warrants that it understands the currently known hazards which are presented to persons, property, and the environment and that it will transport, store, treat, and/or dispose of such materials in full compliance with all government laws, regulations, and orders.

## **Protection of Materials and Work Performed**.

## Contractor shall at all times protect and preserve all materials, supplies, and equipment of every description, including property furnished or owned by L3Harris and L3Harris’s contractors, and all Work performed. All reasonable requests of L3Harris to enclose or specially protect such property shall be complied with at no cost to L3Harris. If, as determined by L3Harris, material, equipment, supplies, and Work performed are not protected by Contractor, such property may be protected by L3Harris, and the cost thereof may be charged to Contractor or deducted from any payments due to Contractor.

## Contractor shall familiarize each Contractor and Subcontractor employee with the location of the nearest fire alarm box prior to commencing work. Any fire, NO MATTER HOW SMALL, shall be reported to the Local Fire Department immediately. Extinguished fires shall be promptly reported to the Local Fire Alarm Department by telephone. The Local Fire Department is to be notified immediately in case an extinguisher is used. Fire hoses or extinguishers in buildings shall not be used for any purpose other than fire. Fire hydrants shall not be used without special permission from the Local Fire Department, except for extinguishing fire, and shall not be blocked at any time by materials or supplies.

## **Preservation of Existing Vegetation, Structures, Equipment, Utilities, and Improvements**.

## Contractor will preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the Site that do not unreasonably interfere with the Work required under the Contract. Contractor shall only remove trees and shrubs when specifically authorized to do so and shall avoid damaging vegetation that will remain in place. For trees authorized for removal, Contractor shall take care in felling trees to avoid any unnecessary damage to vegetation that is to remain in place. Any limbs or branches of trees broken or damaged during Contract performance shall be trimmed with a clean cut and painted with an approved tree-pruning compound. Contractor will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials, or tracking of grass areas by equipment or employees. Contractor may be required to replace or restore, at its own expense, all trees, shrubs, and vegetation not protected and preserved as required herein that may be destroyed or damaged.

## Contractor shall protect from damage all existing improvements and utilities (i) at or near the work Site and (ii) on adjacent property of third parties, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage to those facilities including those that are the property of a third party, resulting from failure to comply with the requirements of the Contract or failure to exercise reasonable care in performing the work. If Contractor fails or refuses to repair the damage promptly, L3Harris may have the necessary work performed and charge the cost to Contractor.

## **Report of Accidents**. Contractor shall immediately report to L3Harris any accident, injury to, or illness of any of Contractor’s employees occurring on premises owned, occupied or controlled by L3Harris. Contractor shall make the initial report orally by telephone to the L3Harris Security Office and shall confirm the report in writing, utilizing such report forms as L3Harris may require. In addition, Contractor shall require its employees who have any information concerning the accident, injury or illness, to furnish written statements for L3Harris’s files and use. Contractor shall include the requirements of this Clause on its subcontracts of any tier.

**ARTICLE 10 – TERMINATION OR SUSPENSION**

## **Termination for Convenience**.

## At any time, L3Harris may, in its sole discretion for its convenience and without cause, by written notice, direct Contractor to terminate performance of Work under the Contract, in whole or in part. In such event, L3Harris shall have all rights and obligations accruing to it either at law or in equity, including L3Harris’s right to title and possession of any of the Work paid for by L3Harris. Upon notice of termination, L3Harris may take immediate possession of all Work so performed.

## Upon notice of termination under this Clause, Contractor shall immediately:

## stop work as specified in the notice;

## limit costs incurred on the terminated portion of the Work, including placing no further orders or subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the Contract;

## terminate all subcontracts to the extent they relate to the terminated Work, and to the extent required by L3Harris, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;

## as directed by L3Harris, assign all right, title and interest of Contractor under the subcontracts terminated, in which case L3Harris shall have the right to settle or to pay any termination settlement proposal arising out of those terminations;

## as directed by L3Harris, transfer title and deliver to L3Harris: (1) the fabricated or unfabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated, (2) the completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to L3Harris, and (3) provide a list, certified as to quantity and quality, of termination inventory;

## take any action that may be necessary, or that L3Harris may direct, for the protection and preservation of the property related to the Contract that is in the possession of Contractor and in which L3Harris has or may acquire an interest; and

## continue to perform any portions of the Work not terminated.

## Upon notice of termination for convenience, Contractor shall submit a settlement proposal to L3Harris within ninety (90) calendar days from the effective date of termination (unless otherwise extended in writing) with full supporting documentation for all costs claimed. L3Harris, after deducting any amounts previously paid, shall reimburse Contractor for the actual, reasonable, substantiated, and allowable costs of the Work executed and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed. However, if it appears through audit or otherwise that Contractor would have sustained a loss on the entire Contract had it been completed, then L3Harris shall allow no profit under this Clause. The total amount to be paid by L3Harris for the Work shall be determined by L3Harris and shall not exceed the value of the Contract. Payment for completed Work delivered and accepted by L3Harris shall be at the price set forth in the Contract. If Contractor fails to submit the settlement proposal within the time allowed, L3Harris may determine on the basis of the information available, the amount, if any, due Contractor for the Work performed and any additional costs incurred because of the termination and shall pay the amount determined.

## Unless otherwise provided in the Contract or by statute, Contractor shall maintain all records and documents relating to the terminated portion of the Contract and provide a copy to L3Harris on final settlement. This includes all books and other evidence bearing on Contractor’s costs and expenses under the Contract. Contractor shall make these records and documents available to L3Harris without charge. Photographs, microphotographs, or other authentic reproductions may be provided instead of original records and documents.

## **Bankruptcy or Insolvency**. Contractor shall promptly notify L3Harris if Contractor: (i) becomes insolvent or makes a general assignment for the benefit of creditors; (ii) files a petition or application or commences any proceeding under any bankruptcy or similar statute or has a petition or application filed or any such proceeding commenced against it. In such event, L3Harris reserves the right to determine if Contractor’s financial condition endangers completion of performance of the Work. L3Harris, upon seven (7) days written notice may terminate the Contract under the Termination for Convenience Clause in the event of the appointment of a trustee, receiver, or liquidator for all or a portion of the property of the other party or of any act of bankruptcy by the other as defined in the Bankruptcy Act, as amended, or of any voluntary petition in bankruptcy by the other, and such termination shall be without further obligation to the other party, except payment of obligations incurred in performance of this Contract prior to any of the foregoing occurrences. The rights and remedies of L3Harris under this paragraph are in addition to any other rights and remedies provided by law or under the Bonds.

## **Change of Control.** For the purposes of this Clause, “Change of Control” means (i) the sale, conveyance, transfer, distribution, lease, assignment, license, or other disposition of all or substantially all of the assets of Contractor, (ii) any consolidation or merger of Contractor or its controlling affiliates, any dissolution of Contractor or its controlling affiliates, or any reorganization of one or more of Contractor or its controlling affiliates, or (iii) any sale, transfer, issuance, or disposition of any equity securities or securities or instruments convertible or exchangeable for equity securities (collectively, “securities”) of Contractor or its controlling affiliates in which the holders of all of the securities that may be entitled to vote for the election of any member of a board of directors or similar governing body of Contractor or such controlling affiliate immediately prior to such transaction(s) hold less than fifty percent (50%) of the securities that may be entitled to vote for the election of any such member in such entity immediately following such transaction(s). Contractor shall provide L3Harris written notice of any Change of Control within seven (7) calendar days prior to the effective date of the Change of Control. L3Harris will have sixty (60) calendar days from the date that L3Harris receives written notice to notify Contractor of its decision to terminate the Contract for L3Harris’s convenience.

## **Suspension by L3Harris.**

## L3Harris may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work, in whole or in part for such period of time as L3Harris may determine.

## The Contract Time and Contract Sum shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under this Clause. Adjustment of the Contract Sum shall include profit. No adjustment, however to the Contract Time or Contract Sum shall be made to the extent (i) that performance is, was, or would have been so suspended, delayed, or interrupted, by another cause for which Contractor is responsible; or (ii) that in equitable adjustment is made or denied under another provision of the Contract.

## **Termination for Default**.

## L3Harris may terminate the Contract for default, in whole or in part, upon seven (7) calendar days’ written notice to Contractor, if:

## Contractor refuses or fails to supply enough properly skilled workers or proper materials or otherwise fails to prosecute the Work, or any separable part thereof, or to perform other requirements under the Contract, with such diligence as will ensure its completion within the time specified in the Contract, or any extension thereof;

## Contractor fails to complete the Work within the Contract Time;

## Contractor fails to make payments to its Subcontractors, consultants, or suppliers;

## Repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

## It is found that gratuities (in the form of entertainment, gifts, travel or anything of value) or kickbacks were offered or given by Contractor, or by any agent or representative of Contractor, to any employee or agent of L3Harris;

## Contractor is sanctioned, suspended, or debarred by the U.S. government;

## it is found that Contractor has a potential, actual, or apparent personal or organizational conflict of interest related to or arising out of its performance of the Contract, and L3Harris determines that such conflict cannot be adequately avoided or mitigated;

## Contractor fails to agree upon any deletion, amendment, or addition to the Contract that is required by statute, executive order, or applicable regulation; or

## Contractor otherwise breaches a material provision of the Contract.

## In the event of Contractor’s termination for default, L3Harris may take over the Work and prosecute the Work to completion; take possession of and use any materials, appliances, and plant on the Site necessary for completing the Work; and/or accept assignment of any subcontracts, agreements, or purchase orders necessary to continue performing the Work. Contractor and its sureties shall be liable to L3Harris for any excess cost occasioned to L3Harris thereby, and for liquidated damages for delay, until such reasonable time as may be required for the final completion of the Work, If liquidated damages for delay are not provided in the Contract, Contract shall be liable to L3Harris for any actual damages occasioned by such delay.

## No exercise by L3Harris of L3Harris’s right to take over the Work, in whole or in part, following a Termination for Default shall operate as a waiver of any other L3Harris right or prevent L3Harris from exercising all rights and remedies available to it under the Contract, at law or in equity.

## If L3Harris terminates the Contract for default, Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work and other damages incurred by L3Harris as a result of Contractor’s default (including but not limited to liquidated damages, attorneys’ and expert fees), such excess shall be paid to Contractor. If such costs and damages exceed the unpaid balance of the Contract Sum or withheld amounts, Contractor shall pay the difference to L3Harris. This obligation for such payment shall survive termination of the Contract.

## If, after notice of termination for default, it is determined for any reason that Contractor was not in default under the provisions of this clause or that the delay was excusable as a Force Majeure event, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience Clause.

# ARTICLE 11 - COMPLIANCE OBLIGATIONS

## **General**. Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to the performance of the Work. If L3Harris determines that Contractor has violated any of the obligations set forth in this Compliance Obligations Article, L3Harris may, in its discretion, either terminate the Contract and/or require Contractor to implement a corrective action plan as a condition of continued or future business. The violation of any applicable law, rule, or regulation shall be deemed a material breach of the Contract.

## **U.S. Foreign Corrupt Practices Act**. Contractor represents and warrants it shall: (i) comply with the requirements of the U.S. Foreign Corrupt Practices Act (“FCPA”) (15 U.S.C. §§ 78dd-1, et. seq., as amended), regardless of whether Contractor is within the jurisdiction of the United States; (ii) neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value to a non-U.S. public official or any person in violation of the FCPA and/or in violation of any applicable country laws relating to anti-corruption or anti-bribery; and (iii) not interact with any government official, political party, or public international organization on behalf of L3Harris without the prior written permission of L3Harris’s Representative. Breach of this provision by Contractor shall be considered an irreparable material breach of the Contract and shall entitle L3Harris to terminate the Contract immediately without compensation to Contractor.

## **No Gratuities**. No gratuities (in the form of entertainment, gifts, travel, or anything of value) or kickbacks shall be offered or given by Contractor or by any agent, representative, affiliate or subcontractor of Contractor to any officer or employee of L3Harris’s customer or L3Harris. This restriction specifically prohibits the direct or indirect inclusion of any kickback amounts in any invoices or billings submitted under the Contract or any other agreement with L3Harris.

## **No Child Labor**. Contractor shall comply with all local, state, and national laws relating to the prohibition on child labor and indentured, prison, or compulsory labor. Contractor shall comply with all applicable laws and industry standard relating to working hours, working conditions, and any collective bargaining agreements. Contractor further agrees that, if requested by L3Harris, it shall demonstrate, to the satisfaction of L3Harris, compliance with all requirements in this paragraph. L3Harris shall have the right to inspect any site of Contractor for compliance with this paragraph. Contractor shall include this provision in all of its lower tier subcontracts.

## **No Human Trafficking**. Contractor shall comply with all applicable local, state, and national laws in the countries where Contractor does business relating to the prohibition of slavery and human trafficking. Upon L3Harris’s request, Contractor shall provide to L3Harris a copy of its human trafficking compliance plan and/or other evidence of Contractor’s compliance with this provision. Contractor shall include this provision in all of its lower tier subcontracts.

## **Equal Opportunity**. L3Harris and Contractor shall abide by the equal opportunity federal and state laws that prohibit discrimination on the bases of race, color, religion, sex, sexual orientation, gender identity, or national origin or disability or veteran status and require affirmative measures to prevent discrimination on those bases from occurring, including employment and advance in employment requirements.

## **Ethical Standards of Conduct**.

## L3Harris is committed to conducting its business fairly, impartially, and in an ethical and proper manner. L3Harris’s expectation is that Contractor also will conduct its business fairly, impartially, and in an ethical and proper manner. L3Harris’s further expectation is that Contractor will have (or will develop) and adhere to a code of ethical standards equivalent to L3Harris’s Supplier Code of Conduct (available at: https://www.l3harris.com/sites/default/files/2020-08/L3HarrisSupplierCodeOfConduct\_1.pdf) or comply with L3Harris’s Supplier Code of Conduct. If Contractor has cause to believe that L3Harris or any employee or agent of L3Harris has behaved improperly or unethically under the Contract, Contractor shall report such behavior to the L3Harris Representative or the appropriate L3Harris points of contact set forth in L3Harris’s Supplier Code of Conduct. Contractor’s employees are required to conduct company business with integrity and maintain a high standard of conduct in all business-related activities. Contractor shall include this Ethical Standards of Conduct Clause in all of its lower tier subcontracts.

## Contractor shall not participate in any personal, business, or investment activity that may be defined as a conflict of interest, whether real or perceived. As a material obligation hereunder, Contractor shall immediately notify L3Harris if, at any time during the term of the Contract, Contractor becomes aware that it has an actual or potential conflict of interest, including without limitation a relationship of any nature which may affect or which may reasonably appear to affect Contractor’s objectivity or ability to perform the work.

**ARTICLE 12 – CLAIMS AND DISPUTE RESOLUTION**

## **Claims.** A “Claim” is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in Contract Time, or other relief with respect to the terms of the Contract. The term “Claim” also includes disputes and matters in question between L3Harris and Contractor arising out of or relating to the Contract. The responsibility to substantiate the Claim shall rest with the party making the Claim. This Article 12 (Claims and Dispute Resolution) does not require L3Harris to submit a Claim in order to impose liquidated damages in accordance with the Contract Documents.

## **Governing Law and Venue**. L3Harris and Contractor shall commence all Claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected here: Litigation in a court of competent jurisdiction in the locale where the Project is located. The parties agree the Contract will be governed by and construed in accordance with the laws of the place where the Project is located, without regard to its conflict of law provisions. Each party waives any objections against and agrees to submit to the personal jurisdiction of such state and federal courts, including objections or defenses based upon an inconvenient forum. The parties specifically disclaim application to the Contract of the United Nations Convention on Contracts for the International Sale of Goods. L3Harris and Contractor shall each bear its own costs of processing any dispute hereunder. THE PARTIES HEREBY MUTUALLY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY.

## **Timing**. Claims and causes of action shall be brought within the time period specified by applicable law, but in any case not more than ten (10) years after the date of Substantial Completion of the Work. L3Harris and Contractor waive all Claims and causes of action not commenced in accordance with this Clause.

## **Notice of a Claim**.

## Prior to final payment, a Claim by either L3Harris or Contractor must be initiated by written notice to the other party within twenty-one (21) calendar days after occurrence of the event giving rise to such Claim or within twenty-one (21) calendar days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

## Pending final resolution of a Claim, Contractor shall proceed diligently with performance of the Contract.

## If Contractor intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim.

## If Contractor intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. Contractor’s Claim shall include an estimate of cost and of probable effect of delay on progress of the Work.

## If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for a period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

## **Mediation**. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to binding dispute resolution. The parties shall endeavor to resolve their Claims by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Contract. A request for mediation shall be made in writing, delivered to the other party, and filed with the person or entity administering the mediation. The parties shall share the mediator’s fee equally. The mediation shall be held in the place where the Project is located, unless another location (including virtual) is mutually agreed upon. Contracts reached in mediation shall be enforceable as settlement Contracts in any court having jurisdiction.

## **ARTICLE 13 – MISCELLANEOUS PROVISIONS**

## **Assignment**. Neither the Contract nor any interest herein nor any Claim hereunder may be transferred, novated, assigned, or delegated by Contractor; nor may all or substantially all of the Contract be further subcontracted by Contractor without the prior written consent of L3Harris. Lack of consent shall not be deemed as a waiver or otherwise relieve Contractor of its obligations to comply fully with the requirements hereof. Contractor shall promptly notify L3Harris in writing of any organizational changes made by Contractor, including name or ownership changes, mergers, or acquisitions, location and identities of manufacturers, or changes in strategic suppliers.

* 1. **Relationship of the Parties**. Contractor’s relationship to L3Harris in the performance of the Order is that of an independent contractor and nothing herein contained shall be construed as creating any employer/employee, agency, or other relationship of any kind. Under no circumstance shall Contractor be deemed an agent or representative of L3Harris or authorized to commit L3Harris in any way.
	2. **Confidentiality.**
1. Contractor hereby agrees not to disclose, either during or subsequent to the performance of the Contract, any information, knowledge, or data of L3Harris that Contractor may receive during the course of performance of the Contract relating to L3Harris customers, L3Harris projects, business processes, methods, machines, manufacturing techniques, compositions, chemical formulae, inventions, discoveries, or other matters which are of a proprietary or security nature.
2. Contractor must obtain L3Harris’s written consent prior to release of any information (whether written or oral) with respect to the Contract, except release of information to its officers, employees, lawyers, accountants, and Subcontractors to the extent necessary to enable them to successfully perform their contractual obligations. This Confidentiality Clause shall apply to all Subcontractors, and Contractor shall include the substance of this Confidentiality Clause in all of its lower-tier subcontracts.
	1. **No Publicity**. Contractor shall not make any media release or other public announcement relating to or referring to the Contract without L3Harris’s prior written consent. Contractor shall acquire no right to use, and shall not use, without L3Harris’s prior written consent, the terms or existence of the Contract, the names, trade names, trademarks, service marks, artwork, designs, or copyrighted materials of L3Harris: (i) in any advertising, publicity, press release, customer list, presentation or promotion; (ii) to express or to imply any endorsement of L3Harris or L3Harris’s Items or Services; or (iii) in any manner other than expressly in accordance with the Contract.
	2. **Requirements for Escorting Contractor’s Personnel Engaged in Work in Restricted Areas**.

## Certain rooms, areas, and/or buildings within L3Harris are considered “Controlled” for National Security purposes. Contractor’s and Subcontractor’s employees and agents (collectively, “personnel”) engaged in Work at L3Harris are required to be escorted and supervised while operating in a Controlled area of L3Harris.

## If the total labor force of Contractor personnel does not exceed five (5) individuals, Contractor’s supervisor on the job may serve as the escort; provided that the supervisor shall remain on the Site at all times when Contractor has Contractor personnel working on the Site. If the total labor force involved exceeds five (5) individuals, Contractor shall provide a sufficient number of employees whose time will be devoted exclusively to escorting and supervising the movement of the Contractor personnel. L3Harris may withdraw escort privileges from any individual at any time and require Contractor to provide another individual to act as escort at no additional cost to L3Harris. All persons Contractor designates as an escort, including supervisors, shall be properly vetted and given a thorough indoctrination on L3Harris’s security requirements by the L3Harris Security Office. Prior to acting as an escort, each person designated as an escort shall submit proof of U.S. citizenship to the L3Harris Representative.

## The responsibilities of the escort, includes but are not limited to (i) escorting all Contractor personnel (in a group) to and from the Controlled area via the route designated by the L3Harris Security Office at the beginning and ending of each workday; (ii) at all times, verifying all Contractor personnel are accounted for and located in their required work areas; (iii) ensuring the Contractor personnel do not use or handle any of L3Harris’s tools, machinery or other property that are not authorized by the Contract; (iv) instructing and familiarizing all of the Contractor personnel on the location of the nearest toilet, drinking fountain, first aid, stretcher, fire extinguisher, and fire alarm box and instructing all Contractor personnel of the designated route to get there; (v) ensuring the Contractor personnel observe the “No Smoking” rule, as well as all other rules for conduct and safety as designated by signs in the area; (viii) instructing the Contractor personnel that unnecessary conversation with L3Harris employees is not permitted and controlling such unnecessary conversation; (ix) monitoring the Contractor personnel for any prohibited cameras, recording devices, firearms, drugs, explosives, weapons, or intoxicants and ensuring the Contractor personnel do not bring such items onto L3Harris property; and (x) immediately reporting any infraction of security requirements to the L3Harris Security Office.

* 1. **Notices**. All notices permitted or required under the Contract shall be in writing to the address in the Contract, unless otherwise specified, and shall be by personal delivery, a nationally recognized overnight carrier, facsimile transmission, or certified or registered mail, return receipt requested.
	2. **Remedies**. Except as otherwise expressly provided, the remedies herein provided shall be cumulative and additional to any other remedies in law or equity.
	3. **No Waiver**. L3Harris’s failure to insist upon or enforce strict compliance by Contractor with respect to any aspect of the Contract shall not be deemed a waiver or relinquishment to any extent of any of L3Harris’s rights; rather, the same shall remain in full force and effect. Express waiver of a right under the Contract shall not constitute a waiver of any other right, waiver, or default under the Contract.
	4. **Survivability**. All of the provisions of the Contract shall survive the termination (whether for convenience or default), suspension, or completion of the Contract, unless they are clearly intended to apply only during the term of the Contract.
	5. **Electronic Transmissions**. The parties agree that if the Contract is transmitted electronically, neither party shall contest its validity, or any acknowledgment thereof, on the basis that the Contract contains an electronic signature.

**Exhibit A – Sent as Separate Attachment to RFP**

**Exhibit B**

**INSURANCE REQUIREMENTS**

## Minimum Insurance. Contractor shall maintain, at its expense, on an occurrence basis (except as noted below), at all times during the term of the Contract and for three (3) years following completion of all Work performed under the Contract, whichever is later, the insurance coverage listed below with insurance companies eligible to do business in the jurisdiction in which Work is performed and maintaining an AM Best's rating of A-VII or better. The required insurance shall include limits of not less than the minimum limits of liability specified below, policy limits, or limits required by law, whichever are greater.  Limits of insurance required herein may be satisfied with any combination of primary and Umbrella/Excess insurance. Additionally, Contractor shall cause its Subcontractors performing work under the Contract to maintain insurance as per the insurance requirements herein.  Such insurance shall include:

### Commercial General Liability Insurance: Coverage shall be on an occurrence form with limits not less than $5,000,000 combined single limit per occurrence (unless higher limits are required by statute or law) for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, personal and advertising injury, and products and completed operations coverage and $5,000,000 annual aggregate.

### Automobile Liability Insurance: Should the performance of the Contract involve the use of automobiles including instances when Contractor will be using an automobile onsite at a L3Harris facility, Contractor shall provide business automobile insurance insuring the ownership, operation, and maintenance of all owned, non-owned, and hired motor vehicles. Contractor shall maintain limits of at least $5,000,000 combined single limit per accident for bodily injury and property damage. If Contractor’s work involves the delivering, hauling, or transportation of goods, such policy shall include the Motor Carrier Act endorsement (MCS-90) and ISO Pollution Liability Broadened Coverage for covered auto endorsement (CA 99 48) or equivalent form.

### Workers’ Compensation Insurance: Such insurance shall provide coverage in amounts at least $1,000,000 each occurrence and not less than the statutory requirements in the state where the work is performed even if such coverage is elective in that state, including occupational disease coverage, and if applicable, Federal Voluntary Workers’ Compensation coverage if employees will be temporarily working outside of the United States. To the extent that any work to be performed is subject to the Jones Act, the Longshore and Harbor Workers’ Compensation Act, or the Defense Base Act, the Workers’ Compensation policy must be endorsed to cover such liability under such Act. Should L3Harris lease or borrow any of Contractor’s employees to perform Work under the Contract, such policy shall include ISO Alternate Employer endorsement WC 00 03 01 A or an endorsement providing equivalent coverage, including L3Harris as an alternate employer with respect to Services performed by Contractor’s employees under the Contract.

### Employers’ Liability Insurance: Such insurance shall provide limits of not less than $1,000,000 each person/accident. In states where Workers’ Compensation insurance is a monopolistic state-run system (e.g., Ohio, Washington, North Dakota, and Wyoming), Contractor shall add Stop Gap Employers Liability with limits not less than $500,000 for each accident or disease.

### Excess and/or Umbrella Liability Insurance: Coverage must be on an occurrence form with limits of not less than $5,000,000 per occurrence/$5,000,000 annual aggregate in excess of the limits stated in (i), (ii), and (iv) above.

### Professional Liability / Errors & Omissions Insurance/ Technology Errors & Omissions: If Contractor is providing professional services under the Contract, Contractor shall carry professional liability / errors & omissions / technology errors & omissions and in the amount of at least $5,000,000 for each wrongful act or omission and in the annual aggregate.

### Hangar-keepers’ Liability Insurance: Such insurance shall include limits of $50,000,000 per occurrence.

### Fidelity or Crime Insurance: Such insurance shall provide a client coverage endorsement with limits of not less than $1,000,000 per insuring agreement and shall include L3Harris as Loss Payee. Coverage must include employee dishonesty, including but not limited to dishonest acts of Contractor, its employees, agents, subcontractors and anyone under Contractor’s supervision or control, and loss of L3Harris property, Forgery, Computer Fraud, and Funds Transfer Fraud. Contractor shall be liable for money, securities or other property of L3Harris.

### Pollution Legal Liability Insurance: Such insurance shall include limits of at least $3,000,000 each occurrence, claim, or wrongful act and $6,000,000 aggregate.

## Waiver of Subrogation. To the fullest extent allowed by law, all required insurance policies shall include a waiver of subrogation in favor of L3Harris, its affiliates, subsidiaries, successors and assigns as their interests may appear, and each of their respective directors, officers and employees. Waiver of subrogation endorsement MUST be attached to the Certificate of Insurance.

## Additional Insured. Except for Workers’ Compensation Insurance and Fidelity Insurance, Contractor shall name L3Harris, its subsidiaries, and their directors, officers, employees, agents, and successors and assigns as Additional Insureds under each of Contractor’s policies with respect to Contractor’s work, operations, and completed operations, including claims arising from L3Harris’s vicarious liability emanating from Contractor’s work or operations. The Additional Insured endorsements shall be included by endorsement to the policies in a form acceptable to L3Harris. The endorsements MUST be attached to the Certificate of Insurance. For policies where additional insured coverage is required, policies shall include severability of interest/separation of insureds provisions and shall not contain any cross-suit liability exclusions.

## Certificate of Insurance. Contractor shall provide to L3Harris, within fifteen (15) calendar days of L3Harris’s issuance of the Contract and prior to the start of any Work, a Certificate of Insurance evidencing the coverages, limits, and provisions specified in this Insurance Exhibit and thereafter upon the renewal of any of the policies including copies of endorsements adding L3Harris as an Additional Insured and/or granting waivers of subrogation. The Certificates are to be signed by a person authorized by the insurer to issue certificates of insurance. Contractor shall provide L3Harris such copies within ten (10) business days of L3Harris’s written request.

## General Requirements. Contractor shall give L3Harris a minimum of thirty (30) calendar days’ written notice prior to any suspension, non-renewal, cancellation (except ten (10) days for non-payment of premium), or material change in coverage, scope, or amount of any policy. Failure to do so shall constitute a material breach of the Contract. In the event Contractor fails to secure and continuously maintain the insurance coverage required under the Contract, L3Harris may charge Contractor, and Contractor shall pay L3Harris, (i) L3Harris’s actual expenses incurred in purchasing similar protection, and (ii) the value or amount of any claims, actions, damages, liabilities, costs, and expenses paid by L3Harris which would not have been paid by L3Harris if Contractor had complied with the requirements of this Insurance Exhibit. None of the requirements contained in this Insurance Exhibit, including, but not limited to, requirements relating to types and minimum limits of coverage, are intended to and shall not in any manner limit, qualify, or quantify the liabilities and obligations assumed by Contractor under the Contract or as otherwise provided by law. Contractor’s purchase and maintenance of the insurance described in this Insurance Exhibit shall not release Contractor from its respective obligations or liabilities in connection with the Contract.  Furthermore, Contractor is responsible for any losses, claims, and incidental costs arising out of the Services which exceed the limits of liability or which may be outside the coverage required in this Insurance Exhibit. No provision of the Contract shall impose on L3Harris any duty or obligation to verify the existence or adequacy of the insurance coverage maintained by Contractor and/or Contractor’s subcontractors.  Any failure on the part of L3Harris to pursue or obtain the evidence of insurance required by the Contract from Contractor or any other party and/or failure of L3Harris to point out any non-compliance of such evidence of insurance shall not constitute a waiver of any of the insurance required under the Contract. Contractor is required to fully fund losses within its deductibles, self-insured retentions, and self-insured programs, without contribution from L3Harris. Contractor’s required insurance coverage shall be primary insurance, and any insurance or self-insurance maintained by L3Harris shall be excess and non-contributory with Contractor’s insurance.