

**BOEING INDIRECT SUPPLY CHAIN
COST PLUS FIXED FEE
CONSTRUCTION CONTRACT FORM**

CONTRACT NUMBER: _____

PROJECT TITLE: _____

LOCATION: _____

This COST PLUS FIXED FEE (CPFF) Construction Contract made this _____ day of _____, year _____, by and between The Boeing Company, a Delaware Corporation with its headquarters at 100 N. Riverside Drive, Chicago, Illinois 60606 (hereinafter referred to as “Boeing”) and _____ a _____ (e.g., partnership or corporation), if a corporation, note state of incorporation _____ with offices at _____ (hereinafter referred to as “Contractor”).

WITNESSETH

WHEREAS, Boeing desires the accomplishment of the Work called for herein and;

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

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

1. DEFINITIONS

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

2. CONTRACT DOCUMENTS

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

- a. “Cost Plus Fixed Fee Construction Contract Form (“CPFF”)” dated _____.
- b. “State Supplement” for _____ dated _____ (Exh. B).
- c. “Pricing Supplement for Cost Plus Fixed Fee Construction Contract” dated _____ (Exh. C).
- d. “Boeing Indirect Supply Chain Construction General Provisions” dated _____ (with Attachment A, Boeing Service Provider Manual) _____ (Exh. A).
- e. “Addendum” dated _____ (Exh. ?).

- f. "Technical Specifications and Drawings" dated _____ (Exh. D).
- g. "Scope of Work" dated _____ (Exh. E).
- h. "Rates and Factors" dated _____ (Exh. F).
- i. "Schedule" dated _____ (Exh. G).
- j. "Contractor's Key Personnel" dated _____ (Exh. H).

3. STATEMENT OF WORK

Boeing authorizes and Contractor agrees to perform all Work and provide all necessary services, labor, Material, tools, Equipment, and other items needed to perform the Work (except as may be furnished by others) and supervision associated with the performance of the Scope of Work.

4. COMMENCEMENT AND COMPLETION

Contractor shall commence Work on receipt of a Notice to Proceed, which is anticipated to be issued on or about _____. Contractor shall complete all Work (including punch list items identified pursuant to Clause 2.40 [Final Completion and Final Acceptance] of the Boeing ISC Construction General Provisions) on or before _____.

5. AUTHORIZED REPRESENTATIVES

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

- a. The Boeing Construction Administrator, for purposes of administration of the Contract, is _____ or a designated representative. The Boeing Construction Administrator can be contacted as follows:

Address:

Telephone:
Fax:
E-mail

- b. The Boeing Authorized Purchasing Representative is _____. The Boeing Authorized Purchasing Representative can be contacted as follows:

Address:

Telephone:
Fax:
E-mail

- c. Contractor's Representative is _____. The Contractor's Representative can be contacted as follows:

Address:

Telephone:
Fax:
E-mail

6. CONTRACT PRICE

For the satisfactory completion of Work detailed in the exhibit entitled Scope of Work, Boeing agrees to pay Contractor in accordance with the Pricing Supplement for Cost Plus Fixed Fee Construction Contract. Compensation will be based as set forth below. Unless otherwise authorized by the Boeing Authorized Purchasing Representative, Contractor shall not exceed the Total Contract Price below.

Estimated Project Cost _____

Fixed Fee: _____

Performance and Payment Bonds: _____ Dollars
(\$ _____)

Note: Boeing shall determine at its sole discretion before Contract award whether to require or waive Performance and Payment Bonds for the Contract Work.

THE TOTAL CONTRACT PRICE IS (To be completed by Boeing)

_____ Dollars
(\$ _____).

- a. The amount set forth above includes all applicable federal, state, and local taxes, except any applicable state sales tax applied to invoices.
- b. Any required shift differential, overtime, and/or holiday pay is included in the above Contract Price.
- c. The parties agree that the final Contract Price shall be adjusted as necessary in the event that the actual costs incurred by Contractor are less than the Estimated Project Cost

7. CHANGE ORDER AND FIELD ORDER PRICING

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

() Contractor fee _____%

() The total aggregate markup allowed on ALL changes, including those of the Contractor identified above and all tiers of Subcontractors and Suppliers. _____%

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

Note: If the Scope of Work is significantly modified, Boeing will consider, on a case-by-case basis, a reasonable adjustment of the above markups.

Note: Clause 8 is optional and not required on all COST PLUS FIXED FEE CONSTRUCTION CONTRACTS. Include if applicable.

8. LIMITATION OF BOEING'S OBLIGATION—SUMALLOTTED (to be completed by Boeing)

In accordance with the Contract Documents (including Clause 4.6.2 [Limitation of Boeing Obligation—Sum Allotted] of the Boeing ISC Construction General Provisions), unless and until such amount is increased or decreased in writing by the Boeing Authorized Purchasing Representative, the Sum Allotted to this Contract is

_____ (\$ _____

_____)

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

THE BOEING COMPANY

CONTRACTOR

(Through its division Boeing Indirect Supply Chain)

(Through its Authorized Representative)

[Signature]

[Signature]

[Printed Name]

[Printed Name]

[Title]

[Title]

END OF CONTRACT FORM