

## EXHIBIT C

### BOEING INDIRECT SUPPLY CHAIN PRICING SUPPLEMENT FOR FIXED PRICE DESIGN – BUILD CONSTRUCTION CONTRACT (SUPPLEMENT TO THE BOEING ISC CONSTRUCTION DESIGN – BUILD GENERAL PROVISIONS)

When Design - Builder is performing Work on a Fixed Price basis, Design – Builder agrees to adhere to the following additional terms and conditions, which shall supersede and have priority over any inconsistent or conflicting terms or provisions contained in the Boeing Indirect Supply Chain (ISC) Design – Build Construction General Provisions. [Any terms and conditions in any applicable State Supplement that are in addition to or in conflict with the terms and conditions of this Pricing Supplement shall supersede and have priority over any inconsistent or conflicting terms and conditions contained in this Pricing Supplement.]

#### 1. DEFINITIONS

The capitalized terms used but not defined herein shall have the meaning set forth in the Boeing ISC Construction Design – Build General Provisions.

#### 2. FIXED PRICE

Boeing and Design – Builder agree that the Contract Price for the Work shall be as set forth in the Boeing ISC Fixed Price Design – Build Construction Contract Form.

#### 3. MEASUREMENT OF THE WORK

- a. Design – Builder’s Price Breakdown. As part of the Schedule prepared pursuant to the Boeing ISC Construction Design – Build General Provisions Clause 2.5 (Schedule), Design – Builder shall submit to Boeing for approval a pricing sheet entitled "Schedule of Values," reflecting a reasonable allocation of the Contract Price to the principal parts of the Work, in such form and detail as Boeing may reasonably require. Upon approval by Boeing thereof, the Schedule of Values shall be used as the basis for determining progress payments. Progress payments will be made under this Contract pursuant to the Contract Documents and this Supplement unless the Contract Documents specifically indicate that no progress payments will be made.
- b. Design – Builder’s Payment Request. In accordance with Clause 4.6 (Billing and Payment)(as it may be amended by an applicable State Supplement), Design – Builder shall submit the request for any payment for the Work as follows:
  - (1) Estimates. A written estimate of the amount due to Design – Builder shall be prepared by Design – Builder and submitted for Boeing approval on or about the end of each month covering the portion of Work satisfactorily performed by Design – Builder and the value of such Work as set forth in the Schedule of Values up to the date of such estimate (Earned Value). Such estimate may be made by strict measurement or by estimate or by a combination of measurement and estimate and will be based on the information in the Schedule of Values. Estimates shall be based on the cumulative total amount of Work performed. Estimates shall include only Materials installed into the Work but shall not include Materials not yet installed into the Work (whether or not stored on the site) unless prior written authorization is obtained from Boeing. For any unit of Work for which there is a Fixed Price, Boeing shall pay the unit price, computed in accordance with applicable payment measurement provisions of the Contract, times the number of such units satisfactorily completed.
  - (2) Surveys Showing Work Performed. Design – Builder shall make all surveys necessary to determine the amount of performed Work for which payment is due under the Contract. Copies of field notes, computations, and other records made by Design – Builder for the purpose of determining such amount of performed Work shall be furnished to the Boeing Construction Administrator on request. Design – Builder shall notify the Boeing Construction Administrator before such surveys are made. Boeing, at its

discretion, may arrange to have its representatives witness and verify all surveys made by Design – Builder for determining the amount of performed Work for which payment is due under the Contract. Measurements and computations shall be made by such methods as Boeing considers appropriate for the class of Work measured. The dividing limits, lines, or planes between adjacent items or classes of excavation, concrete, or other types of Work, where not definitely indicated on the Contract Drawings or Boeing Drawings or in the Technical Specifications, shall be as determined by the Boeing Construction Administrator.

- c. Invoice. Boeing will review Design – Builder’s estimate of the amount and price of the Work performed and the survey of completed Work within ten (10) days of receipt. Promptly thereafter a copy of the estimate and survey, as approved by Boeing, will be returned to Design – Builder. Design – Builder shall prepare and submit to Boeing an invoice in accordance with the approved estimate. Boeing shall process the invoice in accordance with the applicable provisions of the Boeing ISC Design – Build Construction General Provisions.
- d. Retainage. Unless otherwise directed by Boeing, retainage shall be applied to the contract if the contract value is equal to or exceeds \$100,000 in value. On such contracts Design – Builder shall invoice ninety (90%) percent of the progress demonstrated in each monthly survey. The ten (10%) percent unbilled shall be considered to be retained by Boeing and may be held by Boeing until Final Payment of the Contract Price. In no event shall Design – Builder be entitled to any interest on the amount of this retainage. Prior to Final Payment pursuant to Clause 4.9 (Final Payment) of the Boeing ISC Design – Build Construction General Provisions, Boeing reserves the right, based on the Design – Builder’s performance under the Contract, to reduce the percentage of the retainage and/or to release any portion of such retainage to Design – Builder on such terms and conditions as Boeing may determine. The right to retainage by Boeing is in addition to its rights to withhold payment pursuant to Clause 4.8 (Withheld Payments) of the Construction Design – Build General Provisions. [Any terms or conditions regarding retainage that are in addition to this Section 3(d) in an applicable State Supplement shall apply, and any terms and conditions of an applicable State Supplement that are in conflict shall take precedence over this Section 3(d).]
  - (1) Design – Builder acknowledges and agrees (and represents that it will require each Subcontractor to acknowledge and agree) that
    - (a) The release, reduction, and/or payment by Boeing of retention is without prejudice to and with the express reservation of the rights and remedies of Boeing, as set forth in the Contract Documents or established pursuant to applicable law, to withhold from and/or set-off against any future payments due to Design – Builder such amounts as are appropriate to protect Boeing from damages caused by defective, deficient, or nonconforming Work or any other act, omission, negligence, breach of contract, or breach of warranty, and that release, reduction, or payment of retention by Boeing pursuant to these provisions does not constitute an acceptance of the Work or a waiver or release by Boeing of any claims or rights belonging to Boeing with respect to such Work or the requirements of the Contract Documents.
    - (b) The release, reduction, and/or payment of retention by Boeing pursuant to these provisions does not establish the date or time for the commencement of any warranties or guarantees with respect to the Work and that the commencement of any such warranty or guarantee periods will be governed by the other applicable provisions of this Contract.
    - (c) The release, reduction and/or payment by Boeing of retention pursuant to these provisions on a line item basis with respect to each separate Subcontractor does not establish any direct contractual or other relationship between any Subcontractor and Boeing and does not establish any obligation by Boeing to pay or to verify the payment of any amounts directly to any Subcontractor, which obligation shall remain the sole responsibility of Design – Builder.

- (2) Design - Builder acknowledges and agrees that the purpose of the retainage withheld by Boeing under this Contract is to ensure the proper performance of the Contract and that this performance requires, among other things,
- (a) Proper and full performance of all the Work required by and/or reasonably inferable from the Contract Documents, including completion of punch list items and Work to be completed after Substantial Completion.
  - (b) Prompt correction of Work that does not comply with the requirements of the Contract Documents.
  - (c) Timely completion of the Work and the provision of adequate labor and supervision to complete the Work within the Contract Schedule and in accordance with the current approved Schedule for the performance of the Work.
  - (d) Timely and full payment of all Subcontractors, sub-subcontractors, material men, and Suppliers providing Work on the Project in the amounts and in the times required by this Contract.
  - (e) Provision of As-Built documentation, manufacturers' warranties and guarantees, operation and maintenance manuals, As-Built surveys, and other items required by the Contract Documents on completion of the Work (which items if not provided to Boeing will cause real and substantial damage to Boeing and its use and occupancy of the Project).
  - (f) Proper coordination and integration of the Work provided by each separate trade or Subcontractor with all other Work (which coordination and integration may include Work to be performed by individual trades or Subcontractors after the Substantial Completion of the Work assigned to them).
- (3) Design – Builder accordingly agrees (and shall require that each Subcontractor also agree) that:
- (a) Boeing may use the retainage withheld pursuant to this Contract to pay for any costs and damages incurred by Boeing as a result of the failure of the Design – Builder or its Subcontractors to properly perform the Contract, including but not limited to any failure to perform the specific requirements described in this Paragraph 3.d(2) and
  - (b) any substitute security offered by the Design – Builder or any Subcontractor pursuant to the provisions of applicable state law shall provide for payment to Boeing of all such costs and damages incurred by Boeing.

**END OF SUPPLEMENT**