

# TENNESSEE VALLEY AUTHORITY - OFF-SITE SERVICES TERMS (Labor Only- Nuclear) < \$300K

## 1. WORK SCOPE/DELIVERABLES

Contractor agrees to provide the Work detailed in the work scope(s) attached to this Contract or to any purchase orders (POs) that reference this Contract. "Work" means the total, or any portion, of all deliverables, actions, products, management, services, materials, documentation, electronic programs, reports, testing, transport, administration, software, tools, equipment, items and responsibilities to be furnished or performed by Contractor under this Contract, together with all other, or any portion of, the additional necessities that are not specifically recited in this Contract, but can be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of this Contract. "Site" means any property on or to which TVA has any property interest (including, without limitation, ownership or lease, license, or easement rights).

## 2. TERMINATION

A. TVA may terminate this Contract or any related PO, in whole or in part: (a) upon Contractor's default in performance of this Contract or any such PO, and Contractor's failure to cure the default within such time period (if any) required by the Contracting Officer; or (b) for TVA's convenience. TVA will deliver to Contractor a written notice of termination ("Notice of Termination") specifying whether termination is for the default of Contractor or for the convenience of TVA, whether the termination is in whole or in part, and the date upon which such termination is effective. After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, Contractor shall follow the reasonable direction of the Contracting Officer with respect to such matters as transferring property, designs, and Work in progress; terminating subcontracts and orders; and completing performance.

B. Regardless of the reason for termination, TVA: (1) is not liable to Contractor for amounts in excess of the payments due for Work completed to TVA's satisfaction before the effective date of termination, and (2) will not accept nor pay Contractor's invoices if submitted later than 45 days after the effective date of the termination.

C. Upon a termination for default, TVA has and may exercise any and all rights and remedies against Contractor available to TVA at law or in equity.

## 3. COMPENSATION AND INVOICING

**Fixed Price**-If the relevant PO or attachment hereto specifies a firm, fixed, or "lump sum" price for the Work (a "Fixed Price"), TVA will pay Contractor such Fixed Price upon the satisfactory completion of the Work. The Fixed Price(s) include all costs that Contractor and its subcontractors, and their agents and employees, incur in the performance and completion of the Work. The Fixed Price(s) will not be changed except pursuant to a fully executed written amendment to this Contract.

**Time and Materials**-If the relevant PO or attachment hereto specifies that Work will be performed on a time and materials basis, based on rate(s) set forth therein, then TVA will pay Contractor in accordance with such rate(s) for time spent performing Work. The time and materials rates exclude all travel expenses unless such expenses are specifically stated as included within such rates, and (whether or not included in the rates) are approved in advance and in writing by TVA's Contract Technical Steward (CTS).

Each PO will specify on what basis (Fixed Price or Time and Materials) TVA will pay Contractor for Proper Invoices timely submitted.

## 4. PAYMENT

All payments due to either party under this Contract will bear interest at the rate or rates identified in the Prompt Payment Act, 31 U.S.C. §3901-3907. TVA will make payments to Contractor in accordance with the payment schedule set forth in the PO, after the later of: (1) TVA's receipt of Proper Invoices at the office it designates for receipt of invoices, or (2) Contractor's completion of the Work to TVA's satisfaction. For purposes of this Contract, "Proper Invoice" means a numbered and dated invoice, containing TVA's Contract and PO number(s) (if applicable) and the Work for which Contractor is invoicing TVA, together with any additional documentation that the Contract or PO requires.

## 5. TAXES

By entering into this Contract, Contractor certifies that no state sales or use taxes have been included in its offer or the Contract. Contractor is responsible for payment of any other taxes it incurs in performance of this Contract, including sales or use taxes on products installed or consumed by Contractor rather than sold directly to TVA, and for taking all measures to identify and claim any available exemptions or reductions to such taxes (such as exemptions for electrical generating equipment under Tennessee Code Ann. § 67-6-209(e)). Applicable taxes (including excise taxes or duties) must be included in Contractor's Fixed Price(s), rates, or other costs invoiced to TVA.

## 6. AUDIT RIGHTS

Contractor shall keep accurate records and books of accounts in machine readable form supporting the items and costs billed under this Contract. TVA, or its agents, shall have the right to audit without restrictions and at no additional cost to TVA, at any time during normal working hours, all costs incurred by Contractor and billed to TVA and may examine Contractor's records specifically relating thereto. Any payments to Contractor which are not in accordance with Contract terms or are not supported by valid evidence shall be refunded to TVA. If TVA makes an overpayment to Contractor as a result of Contractor overbillings, Contractor shall be liable to TVA for interest on the amount of such overpayment, to be computed (1) for the period beginning on the date the overpayment was made to Contractor and ending on the date Contractor repays the amount of such overpayment to TVA, and (2) at the rate or rates identified in the Prompt Payment Act. Contractor shall preserve and make available its records, both manual and those which are in machine readable form, for a period of 3 years from the date of final payment by TVA.

## 7. TVA REPRESENTATIVES

TVA's Contracting Officer (Contract Manager/ Procurement Agent) is TVA's duly authorized representative for all Contract purposes until otherwise stated. No changes shall be made without written consent of TVA's Contracting Officer. Contractor shall furnish all correspondence regarding this Contract to TVA's Contracting Officer unless he or she directs otherwise. TVA's Contracting Officer may designate a CTS, who will act for TVA in regard to all technical matters under the Contract but has no authority to modify the Contract or to issue direction contrary to the Contract. Contractor must direct technical communications (for example, technical documents, samples, drawings, or specifications) to the CTS.

**8. LICENSES AND PERMITS**

Contractor, by entering into this Contract, certifies that it or its subcontractor(s), if applicable, have obtained all applicable Federal, State, and local licenses and permits required by Applicable Laws, and that such licenses and permits are current and in full force and effect. Contractor shall maintain such permits and licenses for the term this Contract. "Applicable Laws" means those federal, state, and/or local laws, regulations, ordinances, judicial or administrative decisions or injunctions, or any other legal pronouncements having the force or effect of law, which are applicable to the performance of the Work, TVA, or the locations at which the Work will be performed.

**9. FOREIGN MATERIAL**

If this Contract or any associated PO value is at or above \$250,000, Contractor will provide Work compliant with the Trade Agreements Act of 1979, 19 U.S.C. §§ 2501-2581 (TAA), to the extent the TAA is applicable. Contractor will provide materials compliant with the Buy American Act, 41 U.S.C. §§ 8301-8305 (BAA), to the extent the BAA is applicable. TVA may reject any Work that does not comply with the BAA or TAA.

**10. QUALITY ASSURANCE-NUCLEAR**

If and to the extent that Contractor's Work is designated by TVA as nuclear quality assurance (QA) Level 1 ("QA-1") or higher, the provisions of this Section 10 will apply and govern such Work.

A. Contractor's and (if applicable) its subcontractors' personnel must be listed on TVA's Approved Supplier List (ASL) for QA purposes, and be certified to Contractor's or TVA's QA certification program. TVA will evaluate and may accept Contractor's QA program, if it complies with Applicable Laws and those portions of ANSI N45.2 that are relevant to the Work.

B. Prior to performance of Work, Contractor must:

(1) Submit a description of its QA program to TVA's Program Manager at TVA Nuclear Power Performance Improvement, Attention: Program Manager, Operating Experience, 1101 Market Street, Mailstop: BR 3C-C, Chattanooga, Tennessee 37402-2801. for acceptance. Contractor shall not begin Work until it obtains TVA's formal acceptance of Contractor's QA program.

(2) Ensure that Contractor's QA program includes provisions for performance-based audits (by Contractor's QA organization) of technical quality of off-Site Work. In addition, upon reasonable prior notice to Contractor, TVA may access Contractor's Work to perform QA audits, inspections, and surveillance.

(3) Submit a copy of any implementing interface procedures for review and acceptance to the CTS.

C. During the term of this Contract, Contractor shall:

(1) Submit (for review and acceptance) all major proposed changes of its QA program to the TVA address listed above.

(2) Maintain its QA program current and in compliance with: (i) applicable TVA QA requirements (TVA will notify Contractor in writing of any changes to its QA program that impact the Work, during the Contract term); (ii) the applicable

requirements of International Quality System Standard ISO 9001; and (iii) the applicable requirements of the U.S. Nuclear Regulatory Commission (NRC) regulations, 10 C.F.R. Part 50, Appendix B and NQA-1 (including, for software only, subpart 2.7 of NQA-1).

(3) Make available QA records for TVA review and approval and transfer to TVA for retention.

(4) Identify all nonconformance to the QA requirements stated in this Contract or any PO issued hereunder. Nonconformance shall be documented, including suggested corrective action, and referred to TVA for resolution before continuing any Work which may cause further nonconformance.

D. Contractor's Work is subject to, and the applicable QA program must address, the requirements of 10 C.F.R. Part 21 (Reporting of Defects and Noncompliance), to the extent that the Work is subject to these NRC requirements and civil penalty provisions. In addition, Contractor shall inform TVA immediately of each defect or noncompliance reportable under 10 C.F.R. Part 21, by written notice to the following address, with a copy to the Contracting Officer: TVA Nuclear Power Performance Improvement, Attention: Program Manager, Operating Experience, 1101 Market Street, Mailstop: BR 3C-C, Chattanooga, Tennessee 37402-2801.

**11. INSURANCE**

Unless otherwise specified in this Contract, Contractor shall secure and maintain in effect, at all times during the performance of Work, insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to TVA. Contractor shall deliver to TVA no later than ten (10) days after execution of the Contract a completed Certificate of Insurance, in the form attached hereto. Contractor shall also furnish certified copies of the policies to the Contracting Officer promptly upon TVA's request.

The insurance to be provided hereunder shall be written by one or more nationally reputable insurance companies authorized to do business in Alabama or Tennessee which must be rated "A" or better by A.M. Best Company.

Coverage	Minimum Amounts and Limits
1. Workers Compensation	
Part A.	Statutory requirements
Part B. Employer's Liability	\$1,000,000 each occurrence
2. Commercial General Liability	
Combined Single Limits	\$1,000,000 each occurrence

**Note 1:** Deductibles or retention amounts under the policies described above shall not exceed 5 percent of the per occurrence coverage limits, without the express written consent of the Contracting Officer.

A. TVA is not maintaining any insurance on behalf of Contractor covering against loss or damage to the work or to any other property of Contractor unless otherwise specifically stated herein and as may be described by appendix hereto. In the event Contractor maintains insurance against physical loss or damage to Contractor's construction equipment and tools, such insurance shall include an insurer's waiver of rights of subrogation in favor of TVA, the United States, and their employees and agents.

B. The policy of insurance which affords General Liability shall contain a provision or endorsement stating that such insurance

(1) applies to the indemnity liability assumed by Contractor under this Contract, subject to all of the terms and conditions of such insurance; and (2) provides coverage for premises/operations, at least 2-year products/completed operations, and other coverages or endorsements required by the Contracting Officer.

- C. The General Liability and any Excess Liability policies provided under this Contract shall provide for items 1 through 3. The Employers Liability policy shall provide for item 2.
1. TVA, the U.S., their officers, agents, employees, and volunteers are added as additional insureds on a primary noncontributory basis to Contractor's (liability) insurance policies shown above and with respect to any liability of additional insureds arising out of or resulting from Contractor's operations performed for the additional insureds, including, but not limited to, liability of the additional insureds for the general supervision of such operations.
  2. It includes an insurer's waiver of rights of subrogation in favor of TVA, the United States, and their employees and agents.
  3. It states that it is primary, noncontributory insurance and contains a severability of interest clause.
- D. The requirements contained herein as to types and limits, as well as TVA's approval of insurance coverage to be maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations of Contractor under the Contract.
- E. Contractor shall provide at least thirty (30) days written notice of cancellation, expirations, terminations, and material alterations of the insurance policies.
- F. If Contractor's Work involves design, engineering, or professional services, Contractor must provide a minimum of \$2,000,000 of Professional Liability (errors & omissions) insurance, in addition to the other insurance policy requirements stated in this Section (unless such Professional Liability coverage is incorporated within the Commercial General Liability policy). If the Professional Liability policy or provision is written on a "claims made" policy form or basis, Contractor shall arrange for at least two (2) years extended discovery period (tail period) to be incorporated into the relevant policy prior to its termination.

## 12. INDEMNITY

Contractor releases TVA, its agents and employees, and shall indemnify and defend them against all liabilities (including claims and actions for damages, and payment of all judgments that may be rendered in such claims or actions) for personal injuries, property damage, or loss of life or property resulting from or in any way connected with this Contract or the performance of Work. However, the foregoing indemnification shall not apply to injuries or damages to persons or property for which the proximate cause is the sole negligence of TVA, its agents or employees.

Contractor shall comply with Applicable Laws that affect performance of Contractor's obligations under this Contract, and will indemnify and

defend TVA and the United States and their officers, employees and agents, from all liability resulting from its or its employees', agents', or subcontractors' violation of such Applicable Laws.

## 13. WARRANTIES

Contractor unconditionally warrants to TVA that all Work will:

- A. Be free from defects in design, and workmanship.
- B. Be fit for the intended use(s) and purpose(s) including, but not limited to, those uses and purposes specified or referred to in this Contract.
- C. Comply with this Contract's requirements and specifications.
- D. Comply with all applicable standards and rules established by Applicable Laws, or promulgated or adopted by standards boards or industry associations.

Contractor warrants the Work for a period of not less than two years from the date that TVA provides written acceptance for the Work, after receipt of notification from Contractor in writing that all Work is complete. If the Work fails to comply with the foregoing warranties, TVA may, at Contractor's expense: return the Work for correction or replacement, require Contractor to re-perform the non-compliant Work, or take corrective action itself. If Contractor performs corrective action, it must, at its sole expense, repair, adjust, or replace the defective Work to the complete satisfaction of TVA. Contractor shall pay all costs incurred in connection with correcting such defects in the Work, or ensuring compliance with Applicable Laws, standards and rules. Any portion of the Work that Contractor (or any of its subcontractor(s) or other suppliers(s)) has repaired or replaced due to a failure to comply with the warranties in this Section will be warranted as provided in subsections A through D, above.

If Contractor's corrective action fails to render the Work compliant with the warranties stated in this **Warranties** section, or Contractor fails to take the appropriate corrective action within a reasonable time after receiving notice of the relevant defect(s) or noncompliance, then TVA may terminate this Contract or the relevant PO(s) (in whole or in part) for default in accordance with the **Termination** section of this Contract.

In addition to the remedies stated herein, TVA may reperform defective Work at Contractor's expense when TVA determines that: (i) operational conditions require such action, (ii) Contractor fails to correct the defect within a reasonable time of receiving written notification of the defect from TVA, (iii) Contractor is unable to respond in an emergency situation, or (iv) necessary to prevent TVA from substantial financial loss. If and to the extent TVA reperforms defective Work, TVA will issue Contractor a written accounting and invoice of all such Work to correct defects.

If Work includes items covered under a manufacturer's or subcontractor's warranty, Contractor hereby assigns to TVA the right to enforce any such warranty. Such warranties do not in any way limit the warranties provided by the Contractor to TVA under this Contract.

Operation or use by TVA of Work, or any portion thereof, shall not constitute a waiver of TVA's rights under this Contract.

The foregoing warranties and remedies are in addition to any specific warranties, guarantees, or remedies contained in this

Contract or available at law.

#### 14. DELAYS, REMEDIES, AND WAIVERS

- A. If Contractor does not meet Contract or PO performance schedules, or maintain adequate progress within the time specified regardless of reason, TVA's Contracting Officer may terminate this Contract or the relevant PO(s) for default, in accordance with the **Termination** section of this Contract.
- B. However, TVA will not terminate this Contract or affected PO(s) for default if: (1) Contractor has notified TVA's Contracting Officer, in writing, that its delays or failure to meet applicable schedule(s) are due to a Force Majeure Event, within seven days of the start of the Force Majeure Event; and (2) TVA's Contracting Officer determines, in his or her sole judgment, that Contractor's delays or failure to meet applicable schedule(s) is due to a Force Majeure Event and, subject to the provisions of subsection C, below, is therefore excused.
- C. No failure or delay in either party's performance of its obligations under this Contract will result in a default under this Contract, to the extent that such failure or delay is due to a Force Majeure Event, and: (a) the non-performing party is without fault in causing such default or delay; (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay could not have been reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. In the event of any delay resulting from a Force Majeure Event, the time for performance of each party (including the payment of Proper Invoices submitted by Contractor, if such event actually prevents payment) will be extended for a period of time reasonably necessary to offset the effect of such delay or failure, subject to this Section's specific requirements, and except as provided for elsewhere in this Contract. Contractor's sole remedy against TVA for delays caused by a Force Majeure Event will be a claim for extension of the affected time(s) of performance.
- D. Contractor's delays due to delays of its subcontractors or suppliers will not be excusable unless (1) delay was also due to a Force Majeure Event, and (2) Contractor demonstrates to TVA that it could not have obtained replacement or substitute Work in compliance with Contract requirements from other third party suppliers.
- E. TVA's allowance or requirement that Contractor complete work after the completion time specified in this Contract or any affected PO does not constitute a waiver of any right, remedy or damages TVA may have or seek due to Contractor's delay. No extension of time shall release Contractor's sureties from their obligations. No waiver of any breach of this Contract shall waive any other or subsequent breach. No time limits in this Contract shall be waived by TVA's Contracting Officer's consideration of any untimely notice or information by Contractor.

#### 15. CHANGES

- A. TVA's Contracting Officer may at any time issue a written change notice, making changes within the general Work scope of this Contract, including, without limitation, the

following changes: drawings, designs or specifications; method or manner of performance of work; or acceleration or deceleration in the performance of Work.

- B. A change notice will become an effective Contract obligation: (1) when both parties execute the change notice and associated documents (for example, but without limitation, a revised specification, milestone payment schedule, or PO); or (2) if Contractor does not assert any claims against TVA, based on the issued change notice, within ten (10) days of the issue date of the change notice; or (3) immediately, if the Contracting Officer determines that it is impractical for both parties to execute the change order and associated documents in advance of the change. The parties also may agree to amend this Contract or any PO(s) affected by the issued change notice, in lieu of or in addition to executing the change notice.
- C. TVA is not liable to Contractor or any of its subcontractors or suppliers for increased costs in connection with any change notice or related claims, whether in tort or in Contract, except as specifically provided herein.
- D. Upon issuance of a change notice under subsection B.1 or B.2, above, Contractor shall proceed with the Work as so changed, unless it either files a claim under subsection B.2, above, or the executed change notice or resulting Contract or PO amendment modifies the obligations stated in the original change notice. Upon the issuance of a change notice under subsection B.3, above, Contractor shall proceed with the Work as so changed and shall have ten (10) days after the issuance of such change notice to file any claim Contractor may have with regard thereto. TVA's Contracting Officer may, but is not obliged to, accept or consider any Contractor or its subcontractor(s)' claims arising from a change notice after the ten (10) day periods established under this Section. TVA will not accept or consider any such claim after it has made final payment to Contractor under this Contract.
- E. Any Contractor request or claim under this **Changes** section must be based on Contractor's actual and allowable costs, or at minimum, on a cost or pricing structure similar to the terms of payment under which Contractor is (at the time of the request or claim) being paid under the **Compensation and Invoicing** Section of this Contract.
- F. Contractor shall continue to perform, in compliance with this Contract, all Work that is not changed by a change notice, or PO or Contract amendment. Contractor's failure to submit a written claim or request for a change or amendment, within 14 calendar days of its discovery of TVA acts or omissions that it believes require a change to Work, will operate as a complete release and waiver by Contractor of any right to compensation or other relief based upon changes to the Work, regardless of the theory of liability, or whether it seeks legal or equitable remedies. TVA may reject, in whole or part and in its sole discretion, any late-submitted claim or request under this **Changes** section, even if TVA was not prejudiced by the untimeliness of the submission.

#### 16. INTELLECTUAL PROPERTY RIGHTS

- A. TVA will own all documents, drawings, reports, computer software, and other deliverables (whether or not copyrighted by Contractor) generated, prepared, or provided to TVA by

Contractor under this Contract (all such deliverables, together with any inventions embodied in equipment, parts or materials supplied hereunder, are herein collectively referred to as "Work Products"). Upon request, Contractor shall assign to TVA all copyright ownership in Work Products. Contractor retains ownership of technical data, engineering techniques and computer software not generated, prepared or provided under this Contract but utilized for Work, but grants TVA a non-exclusive, royalty-free license to use such data, techniques and software, as required to maintain the integrity of Work performed by Contractor, including any subsequent necessary modifications. Contractor will not use third party licensed computer software that is not commercially available for Work under this Contract unless appropriate rights for TVA's continued utilization can be obtained at reasonable cost.

- B. Contractor hereby indemnifies and holds harmless TVA, and its representatives from all suits, claims, actions, losses, damages, and expenses, including attorney's fees, and at its expense shall defend any suit against TVA, in so far as it is based on the claim of infringement of any United States patent or of any copyright, for any Work or Work Products furnished to TVA. TVA shall immediately notify Contractor in writing of any such suit or claim, and permit Contractor to defend same. If in any such suit or claim, said Work or Work Products, or their utilization by TVA, Contractor, or any party on TVA's behalf, is held to constitute infringement, or is otherwise determined to violate any right secured by patent or copyright, Contractor at its expense shall procure for TVA the necessary licenses and right to continued utilization of said Work or Work Product; provided that, subject to TVA's written approval, Contractor at its expense may replace or modify said Work or Work Product so that it becomes non-infringing, and provided further, that any substituted or modified Work or Work Products must satisfy, and be subject to, this Contract's requirements. The aforementioned obligations shall not apply to Work or Work Products, the detailed design of which (excluding rating and/or performance specifications) has been furnished in writing by TVA. Contractor warrants that no information that it discloses to TVA under this Contract is subject to or violates an obligation of privilege or confidentiality to any third party.

## 17. TERMS INCORPORATED BY REFERENCE

This Contract incorporates by reference the following regulatory provisions, which, to the extent applicable to this Contract or the Work, apply as if they were set forth in their entirety in this Section, and are available from TVA's Supplier Connections at <https://www.tva.com/Information/Supplier-Connections/Documents--Referenced-Clauses> under "Referenced Clauses":

- A. If the Contract value exceeds \$10,000: Affirmative Action and Equal Opportunity; Asbestos Containing Materials; Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246).
- B. If the Contract value exceeds \$25,000: Affirmative Action for Disabled Veterans.
- C. If the Contract value exceeds \$100,000: Anti-Kickback

Procedures; Drug-Free Workplace (\$0 for contracts with individuals); .

## 18. ASSIGNMENT

This Contract or any interest therein or in any moneys due or to become due shall not be assigned, used as collateral, or otherwise disposed of without previous written consent of TVA.

## 19. CONTRACT INTERPRETATION AND DISPUTES

This Contract is governed by and will be construed under Federal law. In the event Federal law does not provide a rule of decision for any particular dispute, the law of the State of Tennessee will apply; provided, however, in no event shall Tennessee's choice of law provisions apply. Pending resolution of any dispute, Contractor shall proceed with the Work in accordance with the determinations, instructions, and clarifications of TVA's Contracting Officer. The parties will use their best efforts to resolve disputes informally at the lowest possible levels of decision making, and consensual alternative dispute resolution processes may be used. The parties agree that any lawsuit between them that asserts a claim or claims arising out of or related to this Contract (whether sounding in contract, tort, or otherwise) shall be filed and litigated to conclusion only in the United States District Court for the Eastern District of Tennessee, and each party hereby consents to the jurisdiction and venue of that court for all such lawsuits. The parties further agree that in any such litigation, each will waive any right it may have to a trial by jury. This Section is not a "disputes" clause within the meaning of the Contract Disputes Act, 41 U.S.C. §§ 7101-7109, and this Contract is not subject to that Act.

## 20. NONDISCLOSURE

Contractor agrees not to disclose to third parties, without the prior written consent of TVA, any information that a prudent business person would consider sensitive or which is designated by TVA as sensitive, restricted, proprietary or confidential, obtained from or through TVA, or developed or obtained by Contractor in connection with the performance of this Contract. Access to sensitive TVA information must be approved in advance by TVA's Contracting Officer. The nondisclosure restrictions stated in this Section do not apply to information that was: public knowledge, already known by Contractor; obtained by Contractor from a third party who did not receive the information from TVA; or independently developed by Contractor's employees who did not have access to such information. This Section and the nondisclosure restrictions herein apply to all of Contractor's subcontractors under this Contract.

## 21. INDEPENDENT CONTRACTOR

Contractor is an independent contractor for all purposes of this Contract, and all persons engaged in fulfilling Contractor's obligations under the Contract are the servants of Contractor or its subcontractors, and are not the servants or agents of TVA. Nothing contained in this Contract or any subcontract awarded by Contractor creates any contractual duty of TVA to Contractor's subcontractor(s).

## 22. ENTIRE AGREEMENT

This Contract embodies the entire agreement between TVA and Contractor and supersedes all other communications, either oral or written. The parties shall not be bound by, or be liable for any statement, representation, promise, inducement or understanding not set forth herein. No amendments or modifications will be valid unless incorporated into the Contract in writing.

To evidence the parties' agreement to this Contract, they have executed and delivered it on the date set forth in the preamble.

Tennessee Valley Authority

By:

Name (printed):

Title:

Date of Signature:

contractor name]]

By:

Name (printed):

Title:

Date of Signature: