

**GENERAL PROVISIONS
FIXED PRICE-GOVERNMENT CONSTRUCTION SUBCONTRACT****Contents**

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1. SCOPE OF GENERAL PROVISIONS

(a) The titles and subheadings used in these General Provisions, as well as in other parts of the contract documents, are for convenience of reference only and shall not be taken, or considered, as having any bearing on the interpretation of said contract documents. All documents and clauses in this Contract shall be read so as to be consistent to the extent practicable. In the event of any inconsistency between provisions of this Contract, the order of precedence for the documents and clauses in this Contract shall be the typed provisions in the Schedule of this Contract, the preprinted provisions of this Contract, and any documents incorporated herein by reference.

(b) Specific terms contained in the contract documents shall be taken to import meaning with respect to matters therein specifically set forth

and shall not be construed as defining or limiting any general term or condition contained in the contract documents irrespective of the relative position of the terms in this Contract.

(c) Wherever in the contract specifications, or drawings the words directed, required, permitted, ordered, designated, prescribed, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of MARTIN MARIETTA's specifically designated Materiel Representative is intended and similarly the words approved, acceptable, satisfactory, or words of like import shall mean approved by, acceptable to, or satisfactory to such representative, unless otherwise expressly stated.

(d) All notices, orders, directions, determinations, requirements, consents, approvals, or ratifications, under this Contract shall be in writing. No oral statement shall in any manner or degree modify or otherwise affect the terms of this Contract; and, except as otherwise herein provided, no reimbursement shall be made for any extra work or material unless the same has been ordered in writing by the authorized MARTIN MARIETTA Materiel Representative.

(e) The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor and materials, equipment, and transportation required for the proper execution of the work.

2. DEFINITIONS

(a) "Administrator" means the Administrator or Deputy Administrator of the National Aeronautics & Space Administration; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the Administrator.

(b) "Contracting Officer" means any officer or civilian employee of the Government who is properly designated and duly authorized to act as a Contracting Officer for the Prime Contract under which this Contract is made; and, the term includes the authorized representative of a Contracting Officer acting within the limits of his authority.

(c) "CONTRACTOR" means the individual, partnership, corporation, joint venture or other entity contracting to perform the work hereunder.

(d) "FAR" means the Federal Acquisition Regulation.

(e) "Government" means the United States Government or any department or agency thereof.

(f) "MARTIN MARIETTA" means Martin Marietta Technologies, Inc. acting through its duly authorized Materiel Representative.

(g) "MARTIN MARIETTA Materiel Representative" or "Materiel Representative" means any duly authorized Buyer or Subcontract Administrator employed by MARTIN MARIETTA.

(h) "NASA" means the National Aeronautics and Space Administration.

(i) "Prime Contract" means a Contract which is identified by a Government contract number in the Schedule of this Contract and under which this Contract is made.

(j) "Site" shall mean the physical place or places where the construction work called for in this Contract will remain when work on it has been completed. It includes other adjacent or nearby property used by the CONTRACTOR or subcontractors in such construction which can reasonably be included in the "site".

(k) Except as otherwise provided in this Contract, the term "subcontract" means all contracts placed by the CONTRACTOR or lower tier subcontractors for the specific purpose of performing any portion of the work under this Contract, and includes but is not limited to purchase orders and changes, or modifications thereto.