Global Environment Facility
Trust Fund Grant Agreement

(GEF Ningbo Water and Environment Management Project)

between

PEOPLE’S REPUBLIC OF CHINA

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

acting as an Implementing Agency of the Global Environment Facility

Dated September 22, 2006
GLOBAL ENVIRONMENT FACILITY TRUST FUND GRANT AGREEMENT

AGREEMENT, dated September 22, 2006, between PEOPLE’S REPUBLIC OF CHINA (the Recipient) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the Bank) acting as an implementing agency of the Global Environment Facility (GEF) in respect of grant funds provided to the GEF Trust Fund by certain members of the Bank as participants of the GEF.

WHEREAS (A) the Bank, pursuant to Resolution No. 91-5 of March 14, 1991 of the Executive Directors of the Bank, established the GEF to assist in the protection of the global environment and promote thereby environmentally sound and sustainable economic development;

(B) following the restructuring of the GEF, such arrangements continued in place on the basis set forth in Resolution No. 94-2 of May 24, 1994, of the Executive Directors of the Bank which, inter alia, established the GEF Trust Fund and appointed the Bank as trustee of the GEF Trust Fund (Resolution 94-2);

(C) the Recipient, having satisfied itself as to the feasibility and priority of the project described in Schedule 2 to this Agreement (the Project), has requested assistance from the resources of the GEF Trust Fund for funding the Project, and said request having been approved in accordance with the provisions of the Instrument for the Establishment of the Restructured Global Environment Facility approved under Resolution 94-2; and

(D) the Project will be carried out by Ningbo (as defined in Section 1.02) with the Recipient’s assistance and, as part of such assistance, the Recipient will make the proceeds of the GEF Trust Fund Grant available to Ningbo, as provided in Article II of this Agreement; and

WHEREAS the Bank has agreed, on the basis, inter alia, of the foregoing, to extend the GEF Trust Fund Grant to the Recipient upon the terms and conditions set forth in this Agreement and in the Project Agreement of even date herewith between the Bank and Ningbo (the Project Agreement);

NOW THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

General Conditions; Definitions

Section 1.01. (a) The following provisions of the “General Conditions Applicable to Loan and Guarantee Agreements for Single Currency Loans” of the Bank, dated May
30, 1995 (as amended through May 1, 2004), with the modifications set forth in paragraph (b) of this Section (the General Conditions) constitute an integral part of this Agreement:

(i) Article I;

(ii) Sections 2.01(2), (3), (4), (5), (6), (7), (8), (14), (15), (16), (18) and (21), 2.02 and 2.03;

(iii) Section 3.01;

(iv) Sections 4.01 and 4.06;

(v) Article V;

(vi) Sections 6.01, 6.02(a), (c), (d), (e), (f), (i), (l), (m), (n), (o) and (p), 6.03, 6.04 and 6.06;

(vii) Section 8.01(b);

(viii) Sections 9.01(a) and (c), 9.04, 9.05, 9.06, 9.07, 9.08 and 9.09;

(ix) Sections 10.01, 10.03 and 10.04; and

(x) Article XI; and

(xi) Sections 12.01(c), 12.03 and 12.04.

(b) The General Conditions shall be modified as follows:

(i) the term “Bank”, wherever used in the General Conditions, other than in Sections 2.01(6), 6.02(f) and 5.01(a) thereof, means the Bank acting as an implementing agency of the GEF, except that in Section 6.02, the term “Bank” shall also include the Bank acting in its own capacity;

(ii) the term “Borrower”, wherever used in the General Conditions, means the Recipient;

(iii) the term “Loan Agreement”, wherever used in the General Conditions, means this Agreement;

(iv) the term “Loan” and “loan”, wherever used in the General Conditions, means the GEF Trust Fund Grant;
(v) the term “Loan Account”, wherever used in the General Conditions, means the GEF Trust Fund Grant Account;

(vi) Section 5.08 of the General Conditions is amended to read as follows:

“Section 5.08. Treatment of Taxes

Except as otherwise provided in the GEF Trust Fund Grant Agreement, the proceeds of the GEF Trust Fund Grant may be withdrawn to pay for taxes levied by, or in the territory of, the Recipient on the goods or services to be financed under the GEF Trust Fund Grant, or on their importation, manufacture, procurement or supply. Financing of such taxes is subject to the Bank’s policy of requiring economy and efficiency in the use of the proceeds of its grants such as the GEF Trust Fund Grant. To that end, if the Bank shall at any time determine that the amount of any taxes levied on or in respect of any item to be financed out of the proceeds of the GEF Trust Fund Grant is excessive or otherwise unreasonable, the Bank may, by notice to the Recipient, adjust the percentage for withdrawal set forth or referred to in respect of such item in the GEF Trust Fund Grant Agreement as required to be consistent with such policy of the Bank.”;

(vii) a new subparagraph is added after subparagraph (o) in Section 6.02 of the General Conditions, as follows: “an extraordinary situation shall have arisen in which any further disbursement under the GEF Trust Fund Grant would exceed the resources available for disbursement from the GEF.”; and

(viii) the words “corrupt or fraudulent” in paragraph (c) of Section 6.03 are replaced with the words “corrupt, fraudulent, collusive or coercive”.

Section 1.02. Wherever used in this Agreement, unless the context otherwise requires, the several terms defined in the General Conditions and in the Recitals to this Agreement have the respective meanings therein set forth and the following additional terms have the following meanings:

(a) “Category” means a category of items set forth in the table in paragraph 1 of Schedule 1 to this Agreement.

(b) “Cixi City” means Cixi City, a county-level city within the jurisdiction of Ningbo Municipality.
(c) “CMSC” means Cixi Municipal Sewage Company Limited, a state-owned limited liability company established and operating pursuant to its Charter of April 8, 2004, and to Business License No. 3302821004269 dated April 23, 2004, issued by Ningbo Municipality Industrial and Commercial Administration Bureau, and any successor thereto.

(d) “CHWMC” means Cixi East Asia Hangzhou Bay Wetland Management Co. Ltd., a state-owned limited liability company established and operating pursuant to its Charter of April 26, 2006, and to Business License No. 3302821004944 dated April 27, 2006, issued by Ningbo Municipality Industrial and Commercial Administration Bureau, and any successor thereto.

(e) “Displaced Persons” means persons who, on account of the execution of the Project, have experienced or would experience direct economic and social impacts caused by: (i) the involuntary taking of land, resulting in: (A) relocation or loss of shelter; (B) loss of assets or access to assets; or (C) loss of income sources or means of livelihood, whether or not such persons must move to another location; or (ii) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such persons; and a “Displaced Person” means any of such Displaced Persons.

(f) “Environmental Management Plan” means the Ningbo Water and Environment Project Environmental Management Plan dated April 2006 and prepared on behalf of Ningbo, which said plan, inter alia, sets out the environmental protection measures in respect of the Project, as well as administrative and monitoring arrangements to ensure the implementation of said plan, as said plan may be revised from time to time with the agreement of the Bank.

(g) “Ningbo” means Ningbo Municipality within Zhejiang Province, and any successor thereto.

(h) “North Cixi Wastewater Treatment Plant Agreements” means, collectively, the Subsidiary Loan Agreement dated August 12, 2005, between Ningbo Municipality and Cixi City and the Secondary Subsidiary Loan Agreement dated August 14, 2005, between Cixi City and CMSC, both agreements providing, inter alia, for the construction of a wastewater treatment plant north of Cixi City and financing therefor under Bank Loan Number 4770-CHA.

(i) “Resettlement Action Plan” and the acronym “RAP” mean Natural Wetland Project in Cixi, Ningbo Resettlement Action Plan dated April 2006 and prepared on behalf of Cixi City, which sets out the principles and procedures governing the acquisition of land and other assets, and the resettlement, compensation and rehabilitation of Displaced Persons on account of the execution of Part B of the Project, as well as
monitoring and reporting arrangements to ensure compliance with said plan, as the same may be revised from time to time with the prior agreement of the Bank.

(j) “Procurement Plan” means the procurement plan, dated April 2006, prepared by Ningbo covering the initial eighteen (18) month period (or longer) of Project implementation, as the same shall be updated from time to time in accordance with the provisions of Section 3.02 to this Agreement, to cover succeeding eighteen (18) month periods (or longer) of Project implementation.

(k) “Project Agreement” means the agreement of even date herewith between the Bank and Ningbo, as such agreement may be amended from time to time; and such term includes all schedules and agreements supplemental to the Project Agreement.

(l) “Special Account” means the account referred to in Section 2.02(b) of this Agreement.

(m) “Subsidiary Grant Agreements” means the agreements to be entered into between Ningbo (through Cixi City) and each of CMSC and CHWMC pursuant to paragraph 6 of Schedule 2 to the Project Agreement, as the same may be amended from time to time, and such term includes all schedules and supplements to said agreements; and “Subsidiary Grant Agreement” means either of the said agreements.

(n) “Wetlands Center” means the center to be created under Part B of the Project.

Section 1.03. Each reference in the General Conditions to the Project implementation entity shall be deemed as a reference to Ningbo, CMSC and CHWMC.

ARTICLE II

The GEF Trust Fund Grant

Section 2.01. The Bank agrees to make available to the Recipient, on the terms and conditions set forth or referred to in this Agreement, the GEF Trust Fund Grant in an amount equal to five million Dollars ($5,000,000).

Section 2.02. (a) The amount of the GEF Trust Fund Grant may be withdrawn from the GEF Trust Fund Grant Account in accordance with the provisions of Schedule 1 to this Agreement for expenditures made (or, if the Bank shall so agree, to be made) in respect of the reasonable cost of goods, works and consultants’ services required for the Project and to be financed out of the proceeds of the GEF Trust Fund Grant.

(b) The Recipient may, for the purposes of the Project, open and maintain in Dollars a special deposit account in a commercial bank on terms and conditions
satisfactory to the Bank, including appropriate protection against set off, seizure or attachment. Deposits into, and payments out of, the Special Account shall be made in accordance with the provisions of Schedule 3 to this Agreement.

Section 2.03. The Closing Date shall be December 31, 2010, or such later date as the Bank shall establish. The Bank shall promptly notify the Recipient of such later date.

ARTICLE III

Execution of the Project

Section 3.01. (a) The Recipient declares its commitment to the objectives of the Project as set forth in Schedule 2 to this Agreement and, to this end, without any limitation or restriction upon any of its other obligations under this Agreement: (i) shall cause Ningbo to perform in accordance with the provisions of the Project Agreement all the obligations of Ningbo therein set forth; (ii) shall take and cause to be taken all action, including the provision of funds, facilities, services and other resources, necessary or appropriate to enable Ningbo to perform such obligations; and (iii) shall not take or permit to be taken any action which would prevent or interfere with such performance.

(b) The Recipient shall make the proceeds of the GEF Trust Fund Grant available to Ningbo on a grant basis.

Section 3.02. (a) Except as the Bank shall otherwise agree, procurement of goods, works and consultants’ services required for the Project and to be financed out of the proceeds of the GEF Trust Fund Grant shall be governed by the provisions of Schedule 1 to the Project Agreement, as said provisions may be further elaborated in the Procurement Plan.

(b) The Recipient shall cause Ningbo to update the Procurement Plan in accordance with guidelines acceptable to the Bank, and furnish such update to the Bank not later than twelve (12) months after the date of the preceding Procurement Plan, for the Bank’s approval.

Section 3.03. The Bank and the Recipient hereby agree that the obligations set forth in Sections 9.04, 9.05, 9.06, 9.07, 9.08 and 9.09 of the General Conditions (relating to insurance, use of goods and services, plans and schedules, records and reports, maintenance and land acquisition, respectively) shall be carried out by Ningbo pursuant to Section 2.03 of the Project Agreement.
ARTICLE IV

Financial Covenants

Section 4.01. (a) The Recipient shall cause Ningbo to maintain a financial management system, including records and accounts, and prepare financial statements, all in accordance with consistently applied accounting standards acceptable to the Bank, adequate to reflect the operations, resources and expenditures related to the Project.

(b) The Recipient shall cause Ningbo to:

(i) have the records, accounts and financial statements referred to in paragraph (a) of this Section for each fiscal year (or other period agreed to by the Bank), audited, in accordance with consistently applied auditing standards acceptable to the Bank, by independent auditors acceptable to the Bank;

(ii) furnish to the Bank as soon as available, but in any case not later than six (6) months after the end of each such year (or such other period agreed to by the Bank): (A) certified copies of the financial statements referred to in paragraph (a) of this Section for such year (or such other period agreed to by the Bank), as so audited; and (B) an opinion on such statements by said auditors, in scope and detail satisfactory to the Bank; and

(iii) furnish to the Bank such other information concerning such records, accounts and the audit of such financial statements, and concerning said auditors, as the Bank may from time to time reasonably request.

(c) For all expenditures with respect to which withdrawals from the GEF Trust Fund Grant Account were made on the basis of statements of expenditure, the Recipient shall:

(i) ensure that all records (contracts, orders, invoices, bills, receipts and other documents) evidencing such expenditures are retained until at least one (1) year after the Bank has received the audit report for, or covering, the fiscal year in which the last withdrawal from the GEF Trust Fund Grant Account was made;

(ii) enable the Bank’s representatives to examine such records; and

(iii) ensure that such statements of expenditure are included in any audit that the Bank may have requested pursuant to paragraph (b) of this Section.
ARTICLE V

Remedies of the Bank

Section 5.01. Pursuant to Section 6.02(p) of the General Conditions, the following additional events are specified:

(a) Ningbo shall have failed to perform any of its obligations under the Project Agreement.

(b) As a result of events which have occurred after the date of this Agreement, an extraordinary situation shall have arisen which shall make it improbable that Ningbo will be able to perform its obligations under the Project Agreement.

(c) Any of the parties to any of the Subsidiary Grant Agreements shall have failed to perform any of their respective obligations thereunder.

(d) Any of the parties to any of the North Cixi Wastewater Treatment Plant Agreements shall have failed to perform any of their respective obligations thereunder.

ARTICLE VI

Effectiveness, Termination

Section 6.01. The following event is specified as an additional condition to the effectiveness of the GEF Trust Fund Grant within the meaning of Section 12.01(c) of the General Conditions, namely that Subsidiary Grant Agreements shall have been entered into: (a) between Ningbo (through Cixi City) and CMSC; and (b) between Ningbo (through Cixi City) and CHWMC, all in accordance with the provisions of paragraph 6 of Schedule 2 to the Project Agreement.

Section 6.02. The date ninety (90) days after the date of this Agreement is hereby specified for the purposes of Section 12.04 of the General Conditions.

Section 6.03. This Agreement shall continue in effect until the GEF Trust Fund Grant has been fully disbursed and the parties to this Agreement have fulfilled all their obligations hereunder.

ARTICLE VII

Representative of the Recipient; Addresses

Section 7.01. The Minister of Finance of the Recipient is designated as representative of the Recipient for the purposes of Section 11.03 of the General Conditions.
Section 7.02 The following addresses are specified for the purposes of Section 11.01 of the General Conditions:

For the Recipient:

Ministry of Finance  
Sanlihe, Beijing 100820  
People’s Republic of China

Facsimile:

(86-10) 68551125

For the Bank:

International Bank for  
Reconstruction and Development  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America

Cable address:  
Telex:  
Facsimile:

INTBAFRAD  
248423 (MCI)  
(202) 477-6391

Washington, D.C.  
64145 (MCI)
IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names in Beijing, People’s Republic of China, as of the day and year first above written.

PEOPLE’S REPUBLIC OF CHINA

By: /s/ Mr. Zhu Guangyao

Authorized Representative

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
acting as an Implementing Agency of the Global Environment Facility

By: /s/ Ms. Elaine Sun

Authorized Representative
SCHEDULE 1

Withdrawal of the Proceeds of the GEF Trust Fund Grant

1. The table below sets forth the Categories of items to be financed out of the proceeds of the GEF Trust Fund Grant, the allocation of the amounts of the GEF Trust Fund Grant to each Category and the percentage of expenditures for items so to be financed in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the GEF Trust Fund Grant Allocated (Expressed in US$ Equivalent)</th>
<th>% of Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Works under Part A of the Project</td>
<td>1,000,000</td>
<td>30%</td>
</tr>
<tr>
<td>(2) Works under Part B of the Project for restoration of wetlands</td>
<td>900,000</td>
<td>50%</td>
</tr>
<tr>
<td>(3) Works under Part B of the Project for construction of buildings and facilities</td>
<td>900,000</td>
<td>50%</td>
</tr>
<tr>
<td>(4) Goods</td>
<td>200,000</td>
<td>100%</td>
</tr>
<tr>
<td>(5) Consultants’ services</td>
<td>1,800,000</td>
<td>100%</td>
</tr>
<tr>
<td>(6) Training and workshops</td>
<td>200,000</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>5,000,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

2. Notwithstanding the provisions of paragraph 1 above, no withdrawals shall be made in respect of payments made for expenditures prior to the date of this Agreement.

3. The Bank may require withdrawals from the GEF Trust Fund Grant Account to be made on the basis of statements of expenditure for expenditures under contracts for: (a) goods costing less than $100,000 equivalent per contract; (b) services of individual consultants costing less than $50,000 equivalent per contract; (c) services of consulting firms under contracts costing less than $100,000 equivalent per contract, and (d) training and workshops regardless of cost, all under such terms and conditions as the Bank shall specify by notice to the Recipient.
4. If the Bank shall have determined at any time that any amount of the GEF Trust Fund Grant was used in a manner inconsistent with the provisions of this Agreement, the Recipient shall, promptly upon notice from the Bank, refund to the Bank for deposit into the GEF Trust Fund Grant Account, an amount equal to the amount so used.
SCHEDULE 2

Description of the Project

The objective of the Project is to assist Ningbo in reducing land-based pollution along the coast of Cixi City, thereby contributing to the reduction of pollution to the East China Sea, promoting the replication of innovative low cost wastewater treatment techniques and encouraging coastal zone conservation.

The Project consists of the following parts, subject to such modifications thereof as the Recipient and the Bank may agree upon from time to time to achieve such objective.

Part A: Construction of Wetlands

Construction of two areas of wetlands on selected reclaimed land along the Cixi City coastline to serve as a tertiary wastewater treatment system for the North Cixi Wastewater Treatment Plant.

Part B: Creation of a Wetlands Center

Creation of a wetland center ("Wetlands Center"), including construction of a visitors’ center and associated facilities and enhancement and restoration of selected tracts of wetland, all to serve as a habitat for migratory and resident birds and wildlife, as an environmental education and research center, and to pilot the use of ecological engineering measures as a pollution removing system.

Part C: Institutional Strengthening

1. Provision of technical assistance for the implementation of the Project and to assist in the management of the Wetlands Center.

2. Carrying out of workshops, training and activities to promote the dissemination of knowledge and experience acquired from Project implementation.

* * *

The Project is expected to be completed by June 30, 2010.
SCHEDULE 3

Special Account

1. For the purposes of this Schedule:

   (a) the term “eligible Categories” means Categories (1) through (6) set forth
       in the table in paragraph 1 of Schedule 1 to this Agreement;

   (b) the term “eligible expenditures” means expenditures in respect of the
       reasonable cost of goods and services required for the Project and to be financed out of
       the proceeds of the GEF Trust Fund Grant allocated from time to time to the eligible
       Categories in accordance with the provisions of Schedule 1 to this Agreement; and

   (c) the term “Authorized Allocation” means the amount of $500,000 to be
       withdrawn from the GEF Trust Fund Grant Account and deposited into the Special
       Account pursuant to paragraph 3(a) of this Schedule.

2. Payments out of the Special Account shall be made exclusively for eligible
   expenditures in accordance with the provisions of this Schedule.

3. After the Bank has received evidence satisfactory to it that the Special Account
   has been duly opened, withdrawals of the Authorized Allocation and subsequent
   withdrawals to replenish the Special Account shall be made as follows:

   (a) For withdrawals of the Authorized Allocation, the Recipient shall furnish
       to the Bank a request or requests for deposit into the Special Account of an amount or
       amounts which do not exceed the aggregate amount of the Authorized Allocation. On the
       basis of such request or requests, the Bank shall, on behalf of the Recipient, withdraw
       from the GEF Trust Fund Grant Account and deposit into the Special Account such
       amount or amounts as the Recipient shall have requested.

   (b) (i) For replenishment of the Special Account, the Recipient shall furnish
       to the Bank requests for deposits into the Special Account at such
       intervals as the Bank shall specify.

       (ii) Prior to or at the time of each such request, the Recipient shall
            furnish to the Bank the documents and other evidence required pursuant
            to paragraph 4 of this Schedule for the payment or payments in respect of
            which replenishment is requested. On the basis of each such request, the
            Bank shall, on behalf of the Recipient, withdraw from the GEF Trust
            Fund Grant Account and deposit into the Special Account such amount
            as the Recipient shall have requested and as shall have been shown by
            said documents and other evidence to have been paid out of the Special
            Account for eligible expenditures. All such deposits shall be withdrawn
by the Bank from the GEF Trust Fund Grant Account under the respective eligible Categories, and in the respective equivalent amounts, as shall have been justified by said documents and other evidence.

4. For each payment made by the Recipient out of the Special Account, the Recipient shall, at such time as the Bank shall reasonably request, furnish to the Bank such documents and other evidence showing that such payment was made exclusively for eligible expenditures.

5. Notwithstanding the provisions of paragraph 3 of this Schedule, the Bank shall not be required to make further deposits into the Special Account:

(a) if, at any time, the Bank shall have determined that all further withdrawals should be made by the Recipient directly from the GEF Trust Fund Grant Account in accordance with the provisions of Article V of the General Conditions and paragraph (a) of Section 2.02 of this Agreement;

(b) if the Recipient shall have failed to furnish to the Bank, within the period of time specified in Section 4.01(b)(ii) of this Agreement, any of the audit reports required to be furnished to the Bank pursuant to said Section in respect of the audit of the records and accounts for the Special Account;

(c) if, at any time, the Bank shall have notified the Recipient of its intention to suspend in whole or in part the right of the Recipient to make withdrawals from the GEF Trust Fund Grant Account pursuant to the provisions of Section 6.02 of the General Conditions; or

(d) once the total unwithdrawn amount of the GEF Trust Fund Grant allocated to the eligible Categories, minus the total amount of all outstanding special commitments entered into by the Bank pursuant to Section 5.02 of the General Conditions, shall equal the equivalent of twice the amount of the Authorized Allocation.

Thereafter, withdrawal from the GEF Trust Fund Grant Account of the remaining unwithdrawn amount of the GEF Trust Fund Grant allocated to the eligible Categories shall follow such procedures as the Bank shall specify by notice to the Recipient. Such further withdrawals shall be made only after and to the extent that the Bank shall have been satisfied that all such amounts remaining on deposit in the Special Account as of the date of such notice will be utilized in making payments for eligible expenditures.

6. (a) If the Bank shall have determined at any time that any payment out of the Special Account: (i) was made for an expenditure or in an amount not eligible pursuant to paragraph 2 of this Schedule; or (ii) was not justified by the evidence furnished to the Bank, the Recipient shall, promptly upon notice from the Bank: (A) provide such additional evidence as the Bank may request; or (B) deposit into the Special Account (or, if the Bank shall so request, refund to the Bank) an amount equal to the amount of such
payment or the portion thereof not so eligible or justified. Unless the Bank shall otherwise agree, no further deposit by the Bank into the Special Account shall be made until the Recipient has provided such evidence or made such deposit or refund, as the case may be.

(b) If the Bank shall have determined at any time that any amount outstanding in the Special Account will not be required to cover further payments for eligible expenditures, the Recipient shall, promptly upon notice from the Bank, refund to the Bank such outstanding amount.

(c) The Recipient may, upon notice to the Bank, refund to the Bank all or any portion of the funds on deposit in the Special Account.

(d) Refunds to the Bank made pursuant to paragraphs 6 (a), (b) and (c) of this Schedule shall be credited to the GEF Trust Fund Grant Account for subsequent withdrawal or for cancellation in accordance with the relevant provisions of this Agreement, including the General Conditions.