

SEARCH FIRM PARTICIPATION AGREEMENT

This Search Firm Participation Agreement (this "Agreement") is made as of the _____ day of _____, 2007 ____, between BALFOUR BEATTY CONSTRUCTION, ("Balfour Beatty Construction"), Attention: Human Resources – Recruiting, and _____, a _____ ("Search Firm"), with an address at _____.

RECITALS

- A. Balfour Beatty Construction utilizes Kenexa™, an Internet-based resume database (the "**Database**"), as a tool for locating candidates for employee positions. Resumes are added to the Database from different sources, including Internet leads, personal contacts, job fairs, college recruiting, periodical advertisements and search firms.
- B. This Agreement sets forth the terms and conditions for Search Firm's participation in the Database and for providing contracted searches for Balfour Beatty Construction.

In consideration of the foregoing recitals and the mutual covenants set forth herein, Balfour Beatty Construction and Search Firm agree as follows:

AGREEMENT

1. REFERRALS. Search Firm may submit employee candidates for consideration by Balfour Beatty Construction in accordance with its policies and procedures governing use of the Database in effect at the time of submittal (the "**Use Policy**"). A copy of the current Use Policy is attached hereto as Attachment A and incorporated herein by reference. Balfour Beatty Construction may update or otherwise amend the Use Policy at any time, and Balfour Beatty Construction will provide prompt written notice of any such update or amendment to Search Firm or post any updated Use Policy to Balfour Beatty Construction 's website. Search Firm's use of the Database following notice of update or amendment to the Use Policy either in writing or by Balfour Beatty Construction posting its updated Use Policy on its website will be deemed conclusive evidence of Search Firm's agreement to be bound by the terms and conditions of the updated or amended Use Policy.

2. TERM. The initial term of this Agreement will be a period of twelve (12) months from the date of this Agreement (the "**Initial Term**"). At the expiration of the Initial Term and each Renewal Term (as defined below), this Agreement will be extended automatically for an additional period of twelve (12) months (each, a "**Renewal Term**") unless earlier terminated in accordance with Paragraph 7.

3. PLACEMENT FEE. Balfour Beatty Construction agrees to pay a placement fee (the "**Fee**") to Search Firm upon the successful hiring of a candidate referred to Balfour Beatty Construction by Search Firm in accordance of the terms of this Agreement. The fee will be an amount equal to **twenty percent (20%) of the base salary** (excluding bonuses or commissions, if any) of the new employee for the first twelve consecutive months of employment and will be payable in accordance with the provisions of Paragraph 4.

4.A. PAYMENT TERMS. Search Firm will deliver its invoice for payment of the Fee to Balfour Beatty Construction no sooner than thirty (30) days after the work start date of the referred employee, and the Fee will be payable thirty (30) days from Balfour Beatty Construction 's receipt of the invoice.

4.B. **GUARANTEE OF PLACEMENT.** If the referred employee is not employed by Balfour Beatty Construction for any reason for at least **ninety (90) days** following the employee's work start date, no Fee or any other compensation or amounts will be due or payable under this Agreement for that referred employee and any Fees paid by Balfour Beatty Construction will be refunded to Balfour Beatty Construction by Search Firm within thirty (30) days from the last day the referred employee worked. Balfour Beatty Construction will notify the Search Firm upon the termination of a candidate within the ninety (90) day period. This guarantee does not cover terminations in connection with a layoff, a substantial change in original job description, or elimination of the position.

5. **COMPLIANCE WITH EMPLOYMENT POLICIES.** Search Firm acknowledges that it is Balfour Beatty Construction's policy (a) to employ, retain, promote, terminate and otherwise treat any and all employees and job applicants on the basis of merit, qualifications and competence, and (b) that no person shall be illegally discriminated against with respect to the terms of employment due to age, color, race, religion, sexual orientation, disability, sex or national origin. Search Firm agrees to comply strictly with such policy when submitting referrals in accordance with the terms of this Agreement.

6. **NO SOLICITATION.** Search Firm will not represent or otherwise assist any employee successfully referred to Balfour Beatty Construction for employment under this Agreement in seeking other employment unless (a) such employee has been terminated by Balfour Beatty Construction and is not precluded from seeking such employment under the terms of any agreement entered into in connection with such termination, or (b) Balfour Beatty Construction provides its express written consent to such representation. In addition, Search Firm agrees not to recruit any other Balfour Beatty Construction employee during the Initial Term or any Renewal Term of this Agreement, up to and including 6 months following the termination of the agreement. The foregoing sentence does not preclude Search Firm from representing a Balfour Beatty Construction employee who initiates contact with Search Firm.

7. **TERMINATION.** Either party may terminate this Agreement at any time and for any reason upon thirty (30) days' prior written notice. Upon termination by either party, Balfour Beatty Construction will delete all information relating to all employee candidates referred by Search Firm from the Database.

8. **INDEMNIFICATION.** Search Firm agrees to indemnify, defend and hold harmless Balfour Beatty Construction from and against (a) any claim for payment of consulting, placement or referral fees due any other search firm by reason of such firm's duplicate submission of an employee candidate to Balfour Beatty Construction prior to the date of Search Firm's submittal of such candidate under this Agreement, and (b) claims by any referred candidate, his or her heirs and assigns, arising from Search Firm's submittal of the candidate's personal information to Balfour Beatty Construction ' database, and (c) all demands, actions, causes of action, suits, liabilities, losses, obligations, damages, judgments, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs at all levels) related to, or arising from or as a result of, any claim described in clause (a) or (b) of this Paragraph 8.

9. **NOTICES.** Notices required or permitted to be sent under this Agreement shall be in writing and may be served by personal delivery, or by postage prepaid, overnight or certified mail, return receipt requested, to the parties at the addresses set forth hereinabove. All notices will be effective upon receipt.

10. **GOVERNING LAW.** This Agreement will be governed by the substantive laws of the State of _____, without regard for its conflict of laws provisions.

11. **CAPTIONS.** The captions used in this Agreement are for reference only and are not to be used in the interpretation of this Agreement.

Initials _____

12. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the parties regarding the subject matter hereof and may only be modified by a writing signed by both parties.

Executed as of the date first set forth above.

BALFOUR BEATTY CONSTRUCTION

SEARCH FIRM

By: _____

By: _____

Printed Name:

Printed Name: _____

Title: Director/Recruiter -HR

Title: _____

Date: _____

Date: _____

Please provide contact information for the person(s) at your firm who will be working with us in our recruiting needs.

Name: _____

Name: _____

Email: _____

Email: _____

Phone: _____

Phone: _____

Name: _____

Name: _____

Email: _____

Email: _____

Phone: _____

Phone: _____

Initials _____

Initials _____