PURCHASE ORDER NO.:
VENDOR CODE:

TO: COMPANY NAME
ADDRESS
CITY, STATE ZIP
(Hereinafter Referred to as "Seller")

JOB NAME:
JOB OWNER:
JOB LOCATION:

PHONE: PHONE #
FAX: FAX #

CONTACT:

Date of Order	F.O.B.	Terms	Job No.	Phase Code
<DATE>	Job Site	10th Prox- N30th/Mo	<JOB NO.>	See Below

Description	Qty/Unit	Unit Cost	Extension

PLEASE SEE REVERSE SIDE OF PURCHASE ORDER FOR ADDITIONAL TERMS & CONDITIONS

THIS PURCHASE ORDER IS *NOT* AN AUTHORIZATION TO FABRICATE OR SHIP PRODUCT. PRIOR TO FABRICATION AND/OR SHIPMENT, CONTACT THE PROJECT MANAGER FOR APPROVAL.

PLEASE SIGN BOTH ORIGINALS, RETURNING ONE TO GCC FOR OUR RECORDS WITHIN 5 WORKING DAYS.
PLEASE DO NOT MODIFY PURCHASE ORDER WITHOUT PRIOR APPROVAL.

COMPANY NAME'S Representative, Title

Thomas Smith, Estimating Manager

ADDITIONAL TERMS & CONDITIONS

1. Said work is to be supplied in accordance with the prime contract and the project plans & specifications. Supplier agrees to perform all work and comply with each term and condition of this Agreement and the Contract Documents. The term "Contract Documents" is defined to mean this Contract, the prime contract, the project plans and specifications. This Agreement represents the entire agreement between GCC and Supplier, and supersedes any prior oral or written agreements or representations. The Seller shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work under this Agreement; and shall comply with the Uniform Building Code and/or applicable Trade Code Publications.

2. All quantities are approximate and subject to revision by the Project engineer, architect, GCC, or Owner.

3. ALL INVOICES MUST BE BILLED ACCORDING TO THE ITEM NUMBERS ABOVE.

4. Insurance Requirements: Seller shall maintain at seller's expense commercial general liability coverage with limits at a minimum of $1,000,000 each occurrence / $2,000,000 aggregate. Coverage will be maintained with a carrier with a BEST rating of no less than A-VII. GCC and Owner will be named as additional insured including products / completed operations. Seller to maintain Automobile Liability coverage with limits at a minimum of $1,000,000 each occurrence. Seller to maintain Workers' Compensation coverage per statutory limits. Certificates of insurance will be mailed to GCC upon receipt of this agreement.

5. Seller, (hereinafter referred to as the "Indemnitor"), shall defend, indemnify and save harmless, GCC, the Owner, and Prime Contractor, including their officers, agents, employees, affiliates, parents and subsidiaries, and each of them, (hereinafter collectively referred to as the "Indemnitee" of and from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever ("Claims") arising out or in connection with Indemnitor's operations, work performed or materials/equipment/products supplied pursuant to this Contract, except that this indemnity obligation shall not require that Supplier to indemnify any of the persons or entities named as Indemnitees herein against claims arising from his, her, or its sole negligence or willful misconduct. All indemnity obligations under this Contract shall apply to claims arising both before and after completion of the work under this agreement and to claims arising both before and after the termination of this agreement. The indemnity obligations set forth in this or in any other provision of this agreement shall not be construed to negate, abridge, or reduce any other rights of indemnity accorded by law to the persons or entities indemnified. Seller further agrees to protect and fully indemnify the Indemnitees against all liability for (i) mechanic's liens, stop notice claims and payment bond claims made by any sub-Seller, suppliers, laborers, rental companies, or the like, (ii) Claims by Seller's employees, and (iii) claims and liens for labor taxes, materials, appliances, equipment, and supplies whatsoever, including any costs, attorney's fees, and incidental damage resulting there from; and for failure by Seller or any party acting on Seller's behalf to comply with all laws, ordinances and regulations of all governmental authorities in any manner relating to Seller's work. Indemnitees shall be entitled to recovery of its attorney's fees, consultant and expert fees, and costs associated with the defense of said claims and enforcing any indemnity contained hereinabove. If the Indemnitee is a "Residential Builder" and all "Residential Claims" as defined by California Civil Code §§ 911 *et. seq.* & 2782, then all provisions of this Section 5 will apply with the sole exception that Supplier is not obligated until "Final Resolution" of the "Residential Claims" to indemnify the Residential Builder to the extent the Claims are determined to be the result of negligence of the Residential Builder or the Residential Builder's other agents, other servants, or other independent contractors who are directly responsible to the Residential Builder, or for defects in design furnished by those persons, or to the extent the claims do not arise out of, pertain to, or relate to the scope of work in this Agreement. "Final Resolution" of the "Residential Claims" occurs at the conclusion of the claim whether by settlement, litigation, or arbitration, and in such cases involving a Residential Builder only, the Final Resolution shall be determined instead by the principles of comparative equitable indemnity. Pending Final Resolution, Supplier is obligated to provide a defense of the Residential Claims as provided in this Section 5 despite allegations of Residential Builder's negligence without prejudice to adjustment at the time of Final Resolution of the Residential Claims. If any provision or term of this section that is determined by California Law to be unenforceable, or void then only that term shall not be enforced. All remaining terms of this section shall be enforced with the intent that the Supplier agrees to provide the maximum duty to defend and indemnify Indemnitees permitted by law. Supplier shall immediately at its own cost, expense and risk, defend all claims including Residential Claims that may be brought or instituted against the Indemnitees.

6. If owner or other responsible party delays making payment to GCC from which payment to Supplier is to be made, GCC and its sureties shall have a Reasonable Time to make payment to Supplier. "Reasonable Time" shall be determined according to the relevant circumstances, but in no event shall be less than the time GCC, Contractor's sureties, and Supplier require to pursue to conclusion their legal remedies against Owner or other responsible party to obtain payment, including (but not limited to) mechanics' lien remedies and collection of a final judgment. During said Reasonable Time, GCC is not obligated to pay any of the Supplier's late charges, interest charges, attorney's fees and costs, or collection fees and expenses. If the Supplier asserts a claim which involves, in whole or in part, acts or omissions which are determined by GCC to the responsibility of the Owner or another party, including but not limited to claims for failure to pay, an extension of time, delay damages, or extra work, GCC will present the Supplier's claim to the Owner or other responsible party. The Supplier shall cooperate fully with the GCC in all steps taken in connection with prosecuting such a claim and shall hold harmless and reimburse the GCC for all expense, including legal expense, incurred by GCC which arise out of GCC's submission of Supplier's claim to Owner or other responsible party. Supplier shall be bound by any determination, adjudication or award in any action or proceeding, including Supplier's entitlement to recover all or a portion of the Supplier's attorney's fees and cost, resolving such a claim. If a progress and/or final payment from Owner or other responsible parties for the work is not received by GCC, through no fault of Supplier, GCC will make payment to Supplier after GCC has been afforded the Reasonable Time (as defined in this Section) to obtain payment from Owner or other responsible parties as provided in this section. Nothing in this Section shall be interpreted to require the Supplier to waive its right to pursue its mechanic's lien and stop notice remedies at its expense, nor waive the

Supplier's right to payment from GCC after GCC as completed all legal remedies against the Owner or other responsible parties, less the Supplier's equitable share of the GCC's expenses incurred in pursuing the recovery of the funds due Supplier from the Owner or other responsible parties, including but not limited to GCC's attorney's fees and costs, consultant and expert fees and costs, court costs, interest costs, and all costs and expenses incurred by GCC pursuing the legal remedies against the Owner and other responsible parties.

7. Termination for Convenience. GCC may at any time and for any reason terminate Supplier's services and work at GCCs convenience. Cancellation shall be by service of written notice to Suppliers place of business. Upon receipt of such notice, Supplier shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement, and shall, if requested, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to GCC or, at the option of GCC, give GCC the right to assume those obligations directly, including all benefits to be derived there from. Supplier shall thereafter do only such work as may be necessary to preserve and protect the work already in progress and to protect material and equipment on the job site or in transit thereto. Upon such termination, Supplier shall be entitled to payment in accordance with the Payment Conditions contained in this Agreement only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Supplier as are permitted by the prime contract and approved by Owner; plus (3) fifteen percent (15%) of the cost of the work referred to in item (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Supplier prior to the date of the termination of this Agreement. In no event shall payment due hereunder exceed the amount due for approved units of work or percentage of completion. Supplier shall not be entitled to any claim or claim of lien against GCC or Owner for any additional compensation or damages in the event of such termination and payment.

8. Agreement to Arbitrate Limited. It is the intent that the dispute resolution procedures contained in the Prime Contract be consistently applied to all suppliers and subcontractors in a consolidated proceeding in order to achieve a consistent resolution in the most efficient manner, including any award of attorney's fees and costs. Any dispute resolution procedure including but not limited to any agreement Arbitrate disputes between Owner, (and/or the Customer of the Contractor) and GCC in the prime contract shall be deemed incorporated in this Agreement, and shall apply to any disputes arising hereunder. Any dispute resolution procedure including but not limited to any agreement to Arbitrate disputes between another subcontractor/supplier and GCC, relating to work performed by Supplier, but does not involve the Owner, shall be deemed incorporated in this Agreement, and shall apply to any disputes arising hereunder. If there is no agreement to arbitrate disputes between GCC and the Owner, (or the Contractor's Customer), or there is no agreement to Arbitrate disputes between another subcontractor/supplier and GCC, relating to work performed by Supplier, but does not involve the Owner, then the dispute will be resolved through the California Court system. To the extent not prohibited by their contracts with others, the claims and disputes of Owner, GCC, and Supplier and other subcontractors, suppliers and/or material men involving a common question of fact or law shall be heard by the same arbitrator(s) in a single proceeding. In this event, it shall be the responsibility of Supplier to prepare and present GCC's case, to the extent the proceedings are related to this Agreement. Should GCC enter into arbitration with the Owner or others regarding matters relating to this Agreement, Supplier shall be bound by the result of the arbitration to the same degree as the GCC. This Section shall not be deemed a limitation of any rights or remedies which Supplier may have under any federal or state mechanics' lien laws or under any applicable labor and material payment bonds unless such rights or remedies are expressly waived by it. Subject to compliance with all applicable laws, including but not limited to those relating to false claims, dispute and claim certifications, and cost and pricing data requirements, GCCs sole obligation is to present any timely-filed claims by Supplier to Owner and, subject to the other provisions of this Agreement, to pay to Supplier the proportionate part of any sums paid by the Owner to which Supplier is entitled.

9. If the event the parties become involved in litigation or arbitration with each other arising out of this Agreement or other performance thereof in which the services of an attorney or other expert are reasonably required, the prevailing party shall be fully compensated for the cost of its participation in such proceedings, including the cost incurred for attorneys' fees, expert witness fees/costs, attorney's fees on appeal, copy costs, exhibit costs, fees and costs associated with execution upon any judgment or order, special transcript costs, appointment of a special master, arbitrator or discovery referee. Unless judgment goes by default, the attorneys' fee award shall not be computed in accordance with any court schedule, but shall be such as to fully reimburse all attorneys' fees actually incurred in good faith, regardless of the size of a judgment, it being the intention of the parties to fully compensate for all attorneys' fees and experts' fees paid or incurred in good faith. Supplier's right to recover Attorney's Fees and Costs arising out of payment dispute between Supplier, GCC and/or other party responsible for payment are subject to the provisions contained in section 6 above of this Agreement.: 1) "During said Reasonable Time, (to collect funds from Owner or other responsible party) GCC is not obligated to pay any of the Supplier's late charges, interest charges, attorney's fees and costs, or collection fees and expenses". 2) "Supplier shall be bound by any determination, adjudication or award in any action or proceeding, including Supplier's entitlement to recover all or a portion of the Supplier's attorney's fees and cost, resolving such a claim." 3) In the case of a dispute under the prime contract dispute resolution provisions, Supplier shall be limited to such attorneys' fees and other costs as may be provided for under the prime contract, (if GCC is not entitled to recover from Owner its attorney's fees and costs, then neither does Supplier against GCC). It is the intent that the dispute resolution procedures contained in the Prime Contract be consistently applied to all subcontractors and suppliers in a consolidated proceeding in order to achieve a consistent resolution in the most efficient manner, including any award of attorney's fees and costs.

10. Payments will be withheld until a signed Purchase Order is received by GCC.

LETTER OF TRANSMITTAL

TO: COMPANY NAME
ADDRESS
CITY, STATE ZIP

DATE:
JOB/PROJECT:
PROJECT MGR:
P.M.'S PHONE #:

WE ARE SENDING YOU: ☑ ATTACHED ☐ UNDER SEPARATE COVER VIA: __USPS__
THE FOLLOWING ITEMS:

☑ **PURCHASE ORDER** ☐ **SOILS REPORT** ☐ **SPECIFICATIONS** ☐ **DBE SUBMITTALS**
☐ **COPY OF LETTER** ☐ **PLANS** ☐ **SAMPLES** ☐ _____

COPIES	DATE	NUMBER	DESCRIPTION
2			PURCHASE ORDER FOR THE ABOVE REFERENCED PROJECT

THESE ARE TRANSMITTED as indicated below:

☐ For your approval
☑ For your use
☐ As requested
☐ Approved as submitted
☐ Approved as noted
☐ Returned for corrections
☐ Resubmit for approval
☐ For review and comment
☐ For quotation
☐ For bids due
☑ For Your Signature

REMARKS:

Please sign both originals and return one for our files. Thank you.

BY:

Laura Hidalgo, Administrator
Estimating / Contract Administration

If enclosures are not as noted, kindly notify the above as soon as possible.