



STANDARD LONG FORM PROJECT PURCHASE ORDER (CA)

PO #: XXX-XXXX P.O. Date: XX/XX/XX
Seller Contractor (Bill To Address)
Contractor (Bill To Address)
Project No. & Name Ship To (Jobsite Address)
Owner Name and Address Engineer Name and Address

ALL ITEMS INCLUDED BELOW MUST BE PROVIDED PER THE ATTACHED TERMS AND CONDITIONS AND EXHIBITS, IF ANY.

Table with 4 columns: QTY, DESCRIPTION AND SUMMARY OF SCOPE OF WORK, UNIT PRICE, TOTAL PRICE. Includes summary rows for SUBTOTAL, SALES/USE TAX*, START-UP COSTS, FREIGHT/DELIVERY, and GRAND TOTAL.

Applicable Sales/Use Tax Rate (XXXXXXXXXX) 7.75% *If Sales/Use Tax is paid by Contractor it will not be included in the PO Grand Total: (Contractor) (Seller) X

ACCOUNTING USE - FILANC PHASE CODE(S) BREAKDOWN FOR THIS PURCHASE ORDER
Table with 3 columns: FCC PHASE CODE, DESCRIPTION, LINE ITEM VALUE. Includes a TOTAL row.

AGREEMENT

In connection with construction of the project pursuant to Contractor's Contract with Owner, Contractor agrees to buy, and Seller agrees to sell the products described herein, upon Terms and Conditions set forth herein

Signature and Title lines for both Contractor (J.R. FILANC CONSTRUCTION COMPANY, INC.) and Seller.

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SCOPE OF WORK

In addition to the work described elsewhere in this purchase order, the vendor includes in its price the following:

Seller shall provide in accordance with this Purchase Order _____

as described in the Contract Documents, including but not limited to the following specification sections:

- [List Spec Sections Here](#)
- and all other applicable “general provisions” specification sections.

Specific Inclusions in this PO are a checked below:

- Supplier Bond Premium Amount \$_____ Bond Rate for Changes ____%
- Includes Payment of Prevailing Wages and CPR Reporting (In CA for Concrete Tuck Drivers Only)
- Includes Retention at 5.0%
- Includes Liquidated Damages per Owner Contract
- Includes Calculations as Required in Contract Documents
- Includes Stamped Drawings as Required in Contract Documents
- Includes All Anchor Bolts as Needed
- Includes Startup, Testing, and related Deliverables as Required in Contract Documents **(Not Taxable)**
- Includes Operations and Maintenance Manuals as Required in Contract Documents
- Includes Training as Required in Contract Documents
- Includes all Spare Parts as Required in Contract Documents
- Includes “Buy American” provisions as Required in Contract Documents
- Includes “American Steel and Iron (AIS)” provisions as Required in Contract Documents
- Includes Warranty as Required in Contract Documents

Anticipated Delivery Approximate Month: _____

Submittal Lead Time: _____

Delivery Lead Time: _____

Other Inclusions, Exclusions and Terms and Conditions:

- None

Attachments Or Exhibits to Include with Purchase Order:

- None

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TERMS AND CONDITIONS

1. **Time is of the Essence.** Contractor has relied on Seller's proposal and representations, as described in this purchase order, in its own promises to the Owner. Contractor has limited time to perform its obligations under the Prime Contract and is relying on the timely and proper performance by the Seller of its obligations under this purchase order. Seller shall execute this purchase order, or state its objections to the Contractor in writing, immediately upon receipt so as to maximize time available for performance of the purchase order and the Project. Both Contractor and Seller shall cooperate thereafter to maintain all construction schedule milestones and completion dates.
2. **Scope.** The Seller certifies and agrees that Contractor has made available, and Seller is fully familiar with all of the terms, conditions and obligations of the Contract Documents, which include plans, specifications, and addenda for the Project. Contractor shall continue to make available all Contract Documents upon request of Seller. Seller shall be bound to Contractor as respecting this PO to the same extent that the Contractor is bound to the Owner. Seller agrees to comply with the Contract Documents to the extent that such documents are applicable to Seller, as a supplier of the equipment being provided pursuant to this Purchase Order. Seller certifies and agrees that it is familiar with the location of the jobsite, and the general conditions under which the work is to be performed.
3. **EEOC.** Seller shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of sub-subcontractors, vendors, or suppliers. Seller shall provide equal opportunity for sub-sub-Contractors to participate in subcontracting opportunities. Seller understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.
4. **Payment.** Payment terms are as follows:
 1. Contractor shall have no liability to Seller, until after approved submittals are received from the Engineer.
 2. Contractor agrees to pay Seller in monthly payments for labor and materials, which have been delivered, or placed in position, or for materials stored on-site, and for which payment has been made by Owner to Contractor, less the retention amount listed on the face of the Purchase Order.
 3. Upon completion and accepted startup, testing, training, and performance of this purchase order by the Seller and final approval and acceptance of the project by the Owner, the Contractor will make final payment of all retained amounts to the Seller within ten (10) days after full payment for such equipment/material(s) has been received by the Contractor from the Owner.
 4. Contractor will present and request payment for the full amount of each invoice, however, Contractor does not guarantee full payment if denied by the Owner. No payment will be made for more than the amount approved by the Owner.
 5. Payments will be withheld if operation and maintenance manuals are not furnished with or prior to equipment/material(s) delivery.
 6. Seller shall execute appropriate waivers and releases of lien and stop notice rights as required by Contractor.
 7. Seller shall pay all invoices of lower-level suppliers and subcontractors when due. Contractor reserves the right to issue joint checks.
 8. Quantities shown in the Purchase Order are approximate. The unit prices listed shall apply notwithstanding that the actual quantity delivered is greater or less than the quantity listed.
5. **Schedule.**
 1. Seller shall submit all required submittals within [REDACTED] days of receipt of this Purchase Order.
 2. Contractor shall release Seller for fabrication/production and delivery of materials/equipment as soon as the Engineer or Owner approve the submittals/shop drawings. Any work performed before such release shall be at Seller's own risk.
 3. Resubmittals may be required by the Engineer or Contractor.
 4. Equipment/material(s) shall be delivered no later than [REDACTED] weeks after approved shop drawings and after release by Contractor unless Contractor approves an alternate delivery time.
 5. Delivery of equipment/material(s) to jobsite shall be coordinated with the Project Manager prior to shipment.
 6. If Contractor incurs liquidated damages or other costs as a result of i) Late delivery of submittals to Contractor; ii) Late delivery of product deliveries to the project; iii) Failure of Seller (or Manufacturer) to perform startup and testing as required by the Contract Documents, or iv) Purchased products fail to perform as required by the Contract Documents, the Contractor may assess a share of the liquidated damages against the Seller proportionate to the Seller's share of the responsibility for the delays.
6. **Submittals.**
 1. Submittals shall be in strict accordance with the Contract Documents and project design requirements.
 2. Submittals to be delivered to the Contractor in accordance with the Schedule.
 3. Resubmittals to be delivered within fifteen (15) calendar days after receiving engineer comments.
 4. Any costs associated with incomplete submittals or additional reviews due to Seller's negligence will be passed through to the Seller and deducted from the Purchase Order amount for any amount charged to J.R. Filanc Construction by the Owner/Engineer.
 5. Once the Engineer approves submittals, proceed with the requirements to provide the required number of preliminary copies of the Operation and Maintenance Manuals for the Engineer's review. One (1) copy of reviewed manual will be returned to Seller. Once Operation and Maintenance Manuals are approved by the Engineer, provide the required number of final copies. Final Approved Manuals must be submitted before equipment is delivered to the jobsite. Payments may be delayed if manuals are not furnished per the requirements of the Contract Documents.
7. **Substitutions.** Substitutions or alternates shall be permitted only in strict accordance with the terms of the Contract Documents and as approved in writing by the Engineer (or Owner) and Contractor based on timely and adequate request by Seller. No liability shall accrue to Contractor until and unless submittals have been approved by the engineer.
8. **Delivery.**
 1. Project Manager approval required prior to shipping all material(s) and equipment.
 2. Items requiring certification or mill test reports cannot be delivered or unloaded until four (4) copies of the certification or mill test reports have been delivered to Contractor.
 3. Seller shall provide Contractor with pro number, Freight Company, contact name, telephone number and approximate delivery date.
 4. Seller shall notify Contractor at least one (1) week and, again at twenty-four (24) hours prior to delivery,
 5. Deliveries are to be made between the hours of 7:00 AM and 2:00 PM, Monday through Friday, unless special arrangements are made with Contractor.
 6. Deliveries are to be made in open flatbed trucks unless Contractor has approved other method(s).
 7. Delivery personnel must wear hard hats and appropriate jobsite clothing and personal protection equipment.
9. **Inspection.** Contractor and its authorized representatives shall have the right, but not the obligation, to inspect the goods to be furnished hereunder at all reasonable times and places before, during and after delivery.
10. **Hazardous Material.** All hazardous material must be properly labeled, stored and handled per specification requirements, applicable codes, and safety requirements. Material safety data sheets (MSDS) must be given to the Project Manager for reference prior to the material being shipped to the jobsite.
11. **Spare Parts & Extra Materials.** The Seller shall provide all spare parts, extra materials, special tools and equipment, and consumables per specification and contract requirements. Any manufacturers recommended spare parts shall also be furnished. These are to be turned over to the Contractor per the specification requirements. Spare parts shall be A) tagged for identification B) provided in sturdy boxes or containers and C) provided with master list. All spare parts can be shipped together but SEPARATE from items shipped loose and required for the operation of the equipment. Other items shipped loose shall be in a separate box clearly labeled for such use.

All communication regarding this agreement shall reference Contractor's Purchase Order Number, shown above.

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12. **Equipment and Material Tagging.** Seller shall tag all equipment, materials, and sub-assemblies with "match-marks" and I.D. tags, per shop drawings, for identification during assembly or installation at the jobsite.
13. **Inspection, Startup, Testing, Training.** The Seller shall perform inspections, start-up, testing, and training in accordance with the Project Specifications and Manufacturer recommendations.
14. **Warranty and Guarantee.** The Seller guarantees all equipment, materials and workmanship and agrees to replace at his sole cost and expense, and to the satisfaction of Contractor, any and all materials adjudged damaged, defective or improperly constructed during a period of one (1) year after final acceptance of the work. If, however, the period of guarantee is stipulated in excess of one (1) year by the Contract Documents, Seller shall be bound during the longer period stipulated. The Seller's warranty is to include the costs for all labor, materials, and equipment required to correct deficiencies with this equipment and material(s) within the warranty period. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights.
15. **Communication.** The Seller shall have communication only through Contractor. All correspondence is to be directed to the Contractor. Direct communication with the Owner, Engineer or other subcontractors or suppliers without the written express verbal or written consent of the Contractor is prohibited.
16. **Changes.** Seller agrees to be bound by changes to the Contract Documents to the same extent as Contractor may be bound thereby. Upon request of Contractor, and in time and manner sufficient to permit Contractor to comply with its obligations under the Contract Documents, Seller shall submit a written proposal for any applicable Price and time adjustment attributable to any change to the Products, detailed as Contractor or Owner may require, supported and conforming to the requirements of the Contract Documents. Seller hereby expressly waives any claims for extras, additional charges, or any increase in the Price except as expressly agreed on in writing in advance between Contractor and Seller. Unless Contractor and Seller shall have agreed in writing in advance to an increase in the Price, no claims for any amounts in excess of the Price shall be valid and Seller hereby waives any such claims.
17. **Sales and Use Tax.** Unless specifically noted on the face of this Purchase Order to the Contrary, Seller shall collect and pay all Sales and Use Taxes that become due as a result of this Purchase Order and all such taxes are included in the Purchase Order amount.
18. **Indemnity.** To the full extent permitted by law, Seller agrees to defend, indemnify and save harmless Contractor and Owner, and their agents, servants and employees, from and against any claim, costs, expense, or liability (including attorneys' fees), attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of property, caused by, arising out of, resulting from, or occurring in connection with this purchase order, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder; provided, however, Seller's duty hereunder shall not arise if such injury, sickness, disease, death, damage, or destruction is caused by the sole negligence or willful misconduct of a party indemnified hereunder. Should Owner or any other person or entity assert a claim or institute a suit, action, or proceeding against Contractor involving a claim arising out of the Products, Seller shall upon request of Contractor promptly assume the defense of such claim, suit action or proceeding, at Seller's expense, and Seller shall indemnify and save harmless Contractor as well as anyone to be defended, indemnified and held harmless by Contractor and its or their agents, servants and employees, from and against any liability, loss, damage, or expense arising out of or related to such claim, suit, action, or proceeding.
19. **Insurance.** Seller shall maintain General Liability, Worker's Compensation and Auto insurance coverage for its operations under this Purchase Order. If Seller's deliveries require entry into, or operations on the Contractor's job site(s), Contractor may require that Contractor be added as an additional insured in favor of the Contractor on Seller's Liability and Auto policies.
20. **Complete Agreement.** This agreement and any documents referred to herein or executed contemporaneously herewith (i) constitutes the parties' entire agreement with respect to the subject matter hereof, (ii) merge all prior discussions and negotiations between or among any or all of them as to the subject matter hereof, and (iii) supersede and replace all agreements, representations, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof. This agreement may not be amended, altered, or modified except by a writing signed by the parties. Such writing may be signed in counterparts and faxed/scanned signature shall be effective as original signatures.
21. **Federal Projects.** If the Project is on property owned or controlled by the US Federal Government or if the US Federal Government is providing funding for any part of the Project and therefore, the Project is deemed to be covered by federal law, then the Seller agrees that it shall fully comply with all requirements for contracting and subcontracting on Federal projects. Seller shall provide in a timely manner all reporting and monitoring and regulatory requirements described in the Federal Acquisition Regulations (FAR) applicable to the project and to the Seller. All FAR requirements included in the Contract are hereby included in this Purchase Order by reference and Seller shall be deemed bound to Contractor to the same extent that Contractor is bound to the Owner. Please refer to the attached *Federal Exhibit-- FAR Flow Down Clauses*.
22. **Termination.** The Contractor reserves the right to terminate this purchase order for its convenience at any time by giving written notice to the Seller. If Contractor exercises such option, Seller shall be paid the fair value for all work performed under this agreement as of the date of termination.
23. **Procure Requirements.** Procure is a cloud-based construction management software, and serves as a centralized hub, housing all project information for every team member. The Subcontractor shall utilize Procure's project management and collaboration system to access all project documentation. Subcontractor shall have responsibility to regularly check and review updated documents as they are added including, but not limited to, all schedule updates, three-week look ahead schedules and meeting minutes. Subcontractor shall promptly notify Contractor of any discovered discrepancies. Subcontractor shall set-up credentials, complete applicable role- based training course(s) and obtain certification(s). It is recommended that Subcontractor download Procure's free mobile application to utilize on any web-based connected mobile device or tablet. Failure by Subcontractor to stay informed and up to date on project updates, via Procure, will not relieve Subcontractor from its responsibilities under this Agreement and the Contract Documents. Contractor shall not be responsible for Subcontractor's negligence. If required by Contractor, Subcontractor shall prepare and submit various items through Procure, including but not limited to RFIs, CCOs, submittals, and other communications. All of Contractor's Procure data, technical information, documents, and other records remain the exclusive property of Contractor. Subcontractor shall not use the data nor download information for any use other than the furtherance of the legitimate needs of the project.

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