



STANDARD PROJECT PURCHASE ORDER

PO #: XXX-XXXX	P.O. Date: XX/XX/XX
<p style="text-align: center;">Seller</p> <p>XXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXX Job Contact: XXXXXXXXXXXXXXXXXXXX (XXX) XXX-XXXX</p>	<p style="text-align: center;">Contractor (Bill To Address)</p> <p>JR FILANC CONSTRUCTION COMPANY, INC. (CA License #134877) 740 North Andreasen Dr. Escondido, CA 92029 <i>Reference PO Number on all Billings and Correspondence</i></p>
<p style="text-align: center;">Project No. & Name</p> <p>XXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX F.O.B. Jobsite _____</p> <p>Terms: <u>Terms & Conditions Attached</u></p> <p>Retention: <u>5%</u></p>	<p style="text-align: center;">Ship To (Jobsite Address)</p> <p>JR FILANC CONSTRUCTION COMPANY, INC. XXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXX</p> <p>Job Contact: XXXXXXXXXXXXXXXXXXXX (XXX) XXX-XXXX</p>
<p style="text-align: center;">Owner Name and Address</p> <p>XXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXX</p>	<p style="text-align: center;">Engineer Name and Address</p> <p>XXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXX</p>

ALL ITEMS INCLUDED BELOW MUST BE PER THE ATTACHED TERMS AND CONDITIONS AND EXHIBITS .

QTY	FCC COST CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
<p style="text-align: center;"><u>Billing Cutoff Date:</u> Invoices to be received on or before the 20th of each month for materials delivered will be included in Contractor's Monthly Billing to Owner. See Exhibit "B" for required payment forms.</p>			SUBTOTAL SALES/USE TAX START-UP COSTS FREIGHT/DELIVERY GRAND TOTAL	

<input type="checkbox"/> Applicable Sales/Use Tax Rate (San Diego County)	8%	Sales/Use Tax to be paid by: (Contractor) <input type="checkbox"/> (Seller) <input checked="" type="checkbox"/>
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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

XXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Signed: _____

Printed Name/Title _____

Date: _____

J.R. FILANC CONSTRUCTION COMPANY, INC.

Signed: _____
Cindy Rodriguez, Contracts Administrator

Date: _____

Purchase Order No.: **xxx-xxxx**
P.O. Date: **xx/xx/xx**

TERMS AND CONDITIONS

- 1. **General.** All communication regarding this agreement shall reference Contractor's Purchase Order Number, shown above.
- 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 **XX**. Contractor shall continue to make available all Contract Documents upon request of Seller. Seller certifies and agrees that he has visited and is familiar with the location of the jobsite, and the conditions under which the work is to be performed, and that he enters into this Agreement based upon his investigation of all such matters and is in no way relying upon any opinions or representations of Contractor. 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.

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

- A. All Submittals
- B. Freight/Delivery to the jobsite
- C. Unloading of material at the jobsite.
- D. Startup
- E. Testing
- F. Operation and Maintenance Manuals
- G. Training Manuals and On Site Training as Required
- H. Warranty
- I. Etc.

All Terms and Conditions and the requirements of the attached Exhibits shall be included in the Scope of this Purchase Order.

- 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. Seller shall utilize billing forms provided by Contractor and attached in Attachment #1.
 - 2. Contractor agrees to pay Seller in monthly payments for labor and materials, which have been placed in position, or for materials stored on-site or off-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 complete 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 issues 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 **xxx (x)** days of receipt of this Purchase Order.
 - 2. Contractor shall release Seller for production and delivery of materials/equipment as soon as the Engineer or Owner approve the submittals/shop drawings.
 - 3. Resubmittals may be required by the Engineer or Contractor.
 - 4. Equipment/material(s) shall be delivered within **xxx (x)** 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 late delivery by Seller causes the project to be delayed to the point that Contractor incurs liquidated damages or other costs, the Contractor may assess a share of the damages against the Seller proportionate to the Seller's share of the responsibility for the damages.

- 6. **Submittals.**
 - 1. Submittals shall be in strict accordance with the Contract Documents and project design requirements.
 - 2. Send **xxx (x)** copies (hard or electronic?) to ??
 - 3. Submittals to be delivered to the Contractor in accordance with the Schedule.
 - 4. Resubmittals to be delivered within fifteen (15) calendar days after receiving engineer comments.
 - 5. 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.
 - 6. Once the Engineer approves submittals, proceed with the requirements to provide **x (x)** preliminary copies of the Operation and Maintenance Manuals for the Engineer's review, these need to be delivered no later than **xx (x)** days from return of approved submittal. One (1) copy of reviewed manual will be returned to Seller. Once Operation and Maintenance Manuals are approved by the Engineer, provide **x (x)** final copies. Manuals must be submitted before equipment is delivered to the jobsite. Payments may be delayed if manuals are not furnished per the specifications requirements.

This purchase order will become void if the product is not furnished in accordance with approved submittals.

- 7. **Substitutions.** Substitutions or alternates shall be permitted only in 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.

- 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. **Is this an issue on this project?**
 - 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,

Contractor: _____

Seller: _____

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5. Deliveries are to be made between the hours of 7:00 AM and 2:00 PM, Monday through Friday.
 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.
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.
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. **Federal Acquisition Regulation.** This Subcontract is governed by applicable Federal Acquisition Regulations (FAR). Because changes to these regulations may be issued at any time and particular agencies may issue supplemental regulations, current FAR provisions and individual project specifications must be consulted. Current FAR provisions and individual project specifications are incorporated by reference as though set forth in full at this point.
17. **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.
18. **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.
19. **Indemnity and Insurance.** 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. Seller hereby agrees that One Hundred Dollars and No/Cents (\$100.00) of the Price constitutes the separate consideration for Seller's indemnity 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.
- 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.

--- END ---

Contractor: _____

Seller: _____

Attachment "1"
BILLING FORMS

Enclosed are forms that must be correctly and completely filled out in order for Contractor to accept and execute any payment request. *Seller shall make copies of these forms for its use on this project. Electronic versions of the form (MS-Excel) are available upon request.*

Following is a list of required forms, which must be submitted (originals - no copies or faxes) for each payment application: (See Attached)

1. Application for Payment (must use the attached form and must be signed by Seller.)
2. AIA Document G703 - Schedule of Values. Seller must use the attached form which should break down each phase of work as required by Contractor so that Contractor, Owner and Lender can verify the value of the work in place on a monthly basis.
3. Conditional Waiver & Release upon Progress Payment for the current month's request.
4. Unconditional Waiver & Release upon Progress Payment for the prior month's request.

All lien releases provided must exactly match the amount of money requested. Use "final" lien releases for final payment issues. Contractor may require, at its option, appropriate lien releases to be submitted as a condition of payment from the Subcontractor's sub-subcontractors and suppliers.

CAREFUL - Incorrect, incomplete or overbilled payment applications will be rejected and returned for resubmission - this could result in a missed payment.

Contractor: _____

Seller: _____