



CONSTRUCTION

PURCHASE ORDER

Stipulated Sum Form of Agreement

Project:
P. O. No.:

GLY Job No.:
Document No.:

SELLER/SUPPLIER:

P.O. Date:

Terms:

BUYER/CONTRACTOR:
GLY Construction, Inc.
Ship to:

Quote:

Bill to:
P.O. Box 6728
Bellevue, WA 98008

FOB: JOBSITE

Via: Freight | Delivery by SELLER

Required Delivery Date:

1. SCOPE:

Provide all _____, including all submittals, samples, materials, warranties, freight FOB jobsite, in accordance the Contract Documents, specifically including, but not limited to, the following:

1.1

2. DETAIL OF ITEMS PURCHASED:

Buyer agrees to pay and Seller agrees to receive and accept as full compensation for doing all jobsite and furnishing all materials contemplated and embraced herein, and for well and faithfully providing the aforesaid goods and the whole thereof in the manner and according to the requirements of the Contract Documents, the sum of _____, subject to Additions, Change Orders, Deletions or extra Work Orders pertaining to purchase order items.

Item	Description	Amount

PURCHASE ORDER TOTAL

3. INCLUSIONS:

The jobsite of this Purchase Order Contract is based on the General Contract and all related documents including the drawings and specifications, the Contractor's Project Schedule dated _____, (attached), and includes, but is not limited to, the following:

Item	Description

4. EXCLUSIONS:

Item	Description

5. PUBLICITY RESTRICTIONS AND CONFIDENTIALITY REQUIREMENTS:

5.1 The Owner of this Project, _____, through verbal direction and/or documentation in the General Contract, has directed that no public news release, advertising, or other disclosure of Project information be released without owner's written approval. Examples of this restriction are the use of the Project in advertising, internal or external newsletters, brochures, and news releases to media sources of any kind. To request approval to utilize this Project for such purposes, please provide a complete copy of the proposed release and a listing of the agencies or uses for which it is intended, to the office of GLY. Approvals will be promptly processed through the Project Owner or designated agent.

5.2 The Owner of this Project, _____, through verbal direction and/or documentation in the General Contract, has stipulated requirements with respect to "Confidential Information". Confidential Information, as used herein, shall mean all Project information, including but not limited to, business plans, customer lists, prospective customers, leases, financial statements, project lists (current and past) and devices disclosed or made available to GLY Construction, its subcontractors and suppliers.



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6. ALTERNATES NOT INCLUDED IN CONTRACT PRICE:

Alternates listed below may be accepted by Buyer / Owner at a later date and added to the Purchase Order by change order. Prices listed are valid for the duration of the Project and incorporate the full cost of the goods provided including freight, overhead and profit.

Item	Description	Amount

7. CHANGES:

- 7.1 In addition to and in accord with those Terms and Conditions of this Agreement associated with extra Work, the following conditions apply to goods provided for changes in Scope.
- 7.2 Extras must be directed and/or authorized by the Buyer.
- 7.3 UNIT PRICES - The following agreed billing rates for extras are valid for the duration of the Project and include all the full cost of the goods provided including, delivery and all applicable markups.

Item No	Description	Rate	Unit of Measure

8. SUBORDINATION OF LIEN RIGHTS:

To the extent and only to the extent required by the General Contract and/or the underlying construction financing agreements, vendor expressly subordinates all contractual, constitutional and statutory mechanics' and materialmen's liens to which the Seller may be or become entitled, to all liens and security interests securing the loan used to finance construction of the Project and expressly waives any right to remove any removable improvements from the Project. This clause is intended solely to establish the priority of potential future liens and shall not be construed to limit the Seller's lien rights as afforded under Washington State law.

9. PROJECT PROCEDURES:

- 9.1 **IMPORTANT: Do Not Alter This Agreement.** All requests for modifications or clarifications to any aspect of the Scope or Exclusions should be directed the GLY Project Manager, _____, All requests for modifications or clarifications to any other Agreement provisions should be directed to GLY Contracts Manager, Candace Minerich at 425.451.8877.
- 9.2 No direction shall be taken from architects, engineers, owner, or anyone other than an authorized representative of GLY Construction. Authorized representatives on this Project are _____, Project Principal, _____, Project Manager and _____, Project Superintendent.
- 9.3 Delivery | Storage of materials on site must be approved as to quantity, timing, and location by GLY Superintendent at least 24 hours prior to offloading any material.
- 9.4 Seller shall keep GLY fully and formally advised at all times of any pending or possible delays in deliveries and/or availabilities of items hereby purchased which could impact immediate or long range scheduling of this Project, Sellers responsibilities include providing a proposed plan for remedy.
- 9.5 Seller is responsible for any and all damages to the work of other trades by his personnel.
- 9.6 Forward invoices for progress payment no later than the 20th of each month. Invoices not received by this deadline will be processed the following month. All draw requests shall be on a percentage of completion basis on pre-approved schedule of values.
- 9.7 Please submit any shop drawings, samples, or other submittals that require approval. Please note the installation times required on the Project schedule.
- 9.8 Pertaining to final closeout requirements, no payments beyond 90% will be released until all warranties, O & M manuals, extra material, and any other special requirements have been submitted as specified.
- 9.9 **SAFETY ON OUR JOBSITE IS VITAL:**
 - .1 In the event Seller and/or Seller's agent has reason to visit Project site, Seller is fully responsible for ensuring the following requirements are met at all times while on the Project site (1) All Seller's employees, agents and visitors are to be equipped with and wear approved safety gear, including a safety vest, a hard hat, and eye protection. (2) Seller's personnel on site agree to immediately notify GLY of any injuries to Seller's workmen related to jobsite under this Agreement and to notify GLY of any claims made or legal action taken against the Seller related to safety on this Project.
 - .2 Seller shall provide GLY with your M.S.D.S. (Material Safety Data Sheets) as required by law and safety regulations for materials delivered to the site.
 - .3 Disposal of all hazardous waste shall be in accordance with all applicable agency requirements.



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.4 Comply with OSHA, DOSH, county, and city health ordinances and regulations.

9.10 All correspondence on this Project should be directed to _____, Project Manager at P.O. Box 6728, Bellevue, WA 98008-0728.

9.11 The jobsite address for this Project is: .

9.12 We are an Equal Opportunity Employer and require full compliance with all applicable federal, state, and local laws and regulations.

Resale No. C 578-078-500

This Purchase Order Contract is not assignable by Seller.

This Purchase Order Contract is subject to the Terms and Conditions attached.

The delivery of any part of the materials shall constitute an acceptance hereof by Seller, whether or not this order is signed by such party.

Seller/Supplier:		Buyer/Contractor: GLY Construction, Inc.	
By:	Date:	By:	Date:
Title:		Title: Project Manager	



CONSTRUCTION

PURCHASE ORDER TERMS AND CONDITIONS

SELLER:

P.O. No.

PROJECT:

GLY Job No.

1. Where materials (including manufactured articles) are furnished, *not subject* to provisions of applicable plans and/or specifications pertaining to a general construction contract, Seller agrees and warrants as follows:
 - 1.1 To furnish the materials described in this Purchase Order Contract within the time or times specified therefor and at the price indicated, and to deliver same where required free and clear of any lien, lien right, royalties, or extra charges of whatever nature, including taxes of any description not shown on the Purchase Order Contract.
 - 1.2 Full or partial payment shall not be construed as acceptance of defective workmanship or improper materials.
2. Where materials (including manufactured articles) are furnished subject to the provisions of applicable plans and/or specifications pertaining to a general construction contract, Seller agrees to comply with all provisions of Article 1 above and further agrees and warrants as follows:
 - 2.1 That materials furnished comply with all provisions of applicable plans and specifications; that no materials are furnished which may involve a patent infringement action or claim, and that all materials shall be subject to the guarantee provisions of the specifications.
 - 2.2 That any change, modification, increase or decrease in the jobsite or quantities as covered in this Purchase Order Contract or in the plans and specifications in connection therewith shall be in writing and approved by Buyer before the same shall be binding on said Buyer.
 - 2.3 Unless specifically provided otherwise on the face of this Purchase Order Contract, payment for the materials furnished shall be made to Seller when Buyer has received payment from Owner for same, provided materials are approved in accordance with the requirements of the plans and the specifications, provided further that the Buyer may also withhold payment per subparagraph 2.4 following.
 - 2.4 On request by Buyer, Seller shall provide releases of lien, claims against bonds, claims against retention, or other claims, either by Seller or its suppliers, employees, or other persons who may have claims against the Project Owner, the Buyer or sureties on the Project. Failing such releases in form and substance reasonably satisfactory to Buyer, the latter may withhold all or part payment hereunder until such liens or claims are released or satisfied.
 - 2.5 Buyer's receipt of the goods covered by this Purchase Order shall not constitute waiver of claims for damages due to delay in delivery, defective goods, or goods not in conformity with this Purchase Order. Buyer shall have the right to reject the goods delivered within a reasonable time after delivery and inspection, which shall not be less than ten (10) days.
 - 2.6 Buyer reserves the right to postpone delivery of goods covered by this Purchase Order for a reasonable period of time.
 - 2.7 Deliveries must be made within the time(s) stated on this Purchase Order. Late delivery can cause Buyer to incur substantial extra costs (including liquidated damages for late Project completion, added costs of Project performance, and other forms of incidental and consequential damages). Because time is of the essence under this Purchase Order, the Seller expressly agrees to reimburse Buyer for all penalties, damages, and other expenses that may arise from failure to deliver in accordance with the deadline(s) or schedule established in this Purchase Order.
 - 2.8 If Seller fails to maintain progress consistent with the delivery deadline(s) or schedule established under this Purchase Order, Buyer may, without prejudice to any other legal right, elect (after three days' written notice) to terminate all or part of this Purchase Order. In that event, Buyer may in addition to any other remedies backcharge or otherwise obtain reimbursement from Seller for the cost procuring the items ordered from another source.
 - 2.9 Buyer may (upon written notice) terminate this Purchase Order, with Seller's compensation to be equitably adjusted as a change under paragraph 2.15 herein.
 - 2.10 All deliveries to Buyer's jobsite must be accompanied by delivery slips. Signed delivery slips must accompany invoices as a prerequisite for payment under this Purchase Order.
 - 2.11 All costs of delivery shall be prepaid by Seller. Seller agrees to protect and hold Buyer harmless against all costs or claims for transportation, freight, express and other charges incidental to delivery of goods under this Purchase Order.
 - 2.12 If shop drawings are required, they shall be prepared and submitted timely, and as required by Buyer.



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PURCHASE ORDER TERMS AND CONDITIONS

- 2.13 This Purchase Order is subject to all warranties, express or implied, provided in the Uniform Commercial Code, none of which is waived by Buyer or disclaimed by Seller.
- 2.14 Seller agrees to defend and hold Buyer harmless from all liens, claims, or assessments arising from purchase, manufacture, or delivery pursuant to this Purchase Order. This applies (without limitation) to all labor costs, material costs, and taxes, provided, however, that Buyer shall be responsible for all sales taxes imposed on this purchase transaction.
- 2.15 Buyer reserves the right to make changes, deviations, additions, and deletions to the jobsite herein contracted, and in that event the price shall be equitably adjusted. If such changes have been initiated by a Project Owner or other party for whom Buyer entered this Purchase Order, then the change in Seller's price shall be controlled by the change in Buyer's compensation from the third party.
- 2.16 With regard to goods delivered under this Purchase Order, Seller agrees to defend and save harmless the Buyer and any other transferee of the goods on the Project referenced herein from all liability for patent or trademark infringement, or for injuries to any persons, employees and/or property, and from damages by any fire, in any way caused by Seller, its agents, employees, subcontractors or their employees or agents or persons, firms or corporations to whom Seller sublets work, caused by, or incidental to, the execution of jobsite under this Purchase Order, and from all damages, judgments, charges and other related expenses arising or to arise, through any act or omission of any of the said persons. Seller also expressly assumes with respect to the goods to be furnished hereunder, all of the liability imposed on Buyer by the construction contract between Buyer and its Project Owner or prime contractor. If there are any claims for injuries to persons or property unsettled upon completion of this Purchase Order, final settlement between Buyer and Seller may be deferred at Buyer's option until such claims are adjusted or until Seller furnishes indemnity acceptance to Buyer.
- 2.17 In the event that Seller totally or partially breaches this Agreement, Seller agrees to pay Buyer's reasonable attorney's fees.
- 2.18 Seller agrees not to assign any portion of the jobsite covered by this Purchase Order without the Buyer's written consent.
- 2.19 Any controversy or claim arising out of or relating to this Purchase Order or breach thereof shall be resolved in accordance with the Dispute Resolution provision of the General Contract, or in the event no such provision is present, any dispute hereunder shall be submitted to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association. Any such mediation or subsequent litigation shall take place in Seattle, Washington. Disputes under this Purchase Order shall be governed by the laws of the State of Washington. Venue and jurisdiction shall be proper in King County, Washington.
- 2.20 Seller shall comply with any Executive Order, law or statute requiring it to utilize "E-Verify" to electronically verify the employment eligibility of its employees, whether stationed working on this Project or not. It is the Seller's responsibility to ascertain the applicability of any such Executive Order, law or statute to its Work under this Purchase Order.

Seller/Supplier: {Company.Name}		Buyer/Contractor: GLY Construction, Inc.	
By:	Date:	By:	Date:
Title:		{Projects.ProjectManager} Title: Project Manager	



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Seller/Supplier:		Buyer/Contractor: GLY Construction, Inc.	
By:	Date:	By:	Date:
Title:		Title: Project Manager	

