



All invoices for goods and/or work covered by this Purchase Order shall be sent to [ap@cmbteam.com](mailto:ap@cmbteam.com), unless otherwise stated.

PURCHASE ORDER NO.:	{Contracts.ContractNumber}
PROJECT NO.:	{Projects.Number}
CSI CODE:	{Contracts.CSICode}

Date:	Delivery / Start Date:	Completion Date:	<b>Payment Terms:</b>	Ret.	Shipping Instructions:	F.O.B.
{Contracts.ContractDate}	{Contracts.NTP}	{Contracts.OrigSubst ComplDate}	<b>30</b>	((Contracts.GeneralRetainPercent "Percent" )	F.O.B.	Jobsite

**SELLER OR SUBCONTRACTOR:**

**PROJECT/SHIP TO:**

{ToCompany.Name} {ToContact.DisplayAddress} Attn: {ToContact.Prefix} {ToContact.FirstName} {ToContact.LastName} {ToContact.Tel} phone, {Contacts.EMail} email
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{Projects.Name}  {Projects.Address} Project Superintendent: {Projects.Superintendent}, {Projects.JobTel} cell Project Manager: {Projects.ProjectManager}, Project Coordinator: {Projects.FieldEngineer}, Project Accountant: {Projects.UserText3}
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<b>PRICE:</b>
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The work under this agreement includes but is not necessarily limited to the following Scope of Work (Note: all work obviously a part of this system, but not specifically mentioned, shall also be included):

Provide all labor and/or materials to complete the {Contracts.Description} Scope of Work in strict accordance with this purchase order.

(Continued on Page 2) **TOTAL: (Sales Tax Included/Excluded) ({Contracts.OrigValue} "Currency")**

THIS ORDER IS PLACED BY BUYER SUBJECT TO THE TERMS AND CONDITIONS APPEARING ON PAGE 2 HEREOF, AND BY ACCEPTING THIS ORDER SELLER OR SUBCONTRACTOR AGREES TO BE BOUND THEREBY.
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**IMPORTANT**

Please sign and email to [contractdocs@cmbteam.com](mailto:contractdocs@cmbteam.com), we will then return an executed copy for your records. No payment shall be made under this order until copy is signed by Seller or Subcontractor and returned to the above address. All Subcontractors must provide the minimum insurance coverages described on the attached form and a Certificate of Insurance along with the executed purchase order.

WE ACCEPT THIS ORDER

SELLER:

BUYER:

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
**{Projects.ProjectExecutive}**

## TERMS AND CONDITIONS OF PURCHASE ORDER

The following terms and conditions are incorporated into and made a part of the Purchase Order:

1. Complete Agreement: The Purchase Order, together with these Terms and Conditions and applicable portions of the Contract Documents from the entire agreement between the parties with respect to the Goods. Supplier is bound by the terms of the Purchase Order notwithstanding proposals, terms or conditions additional to or different from those accompanying Supplier's delivery of Goods or acknowledgement of the Purchase Order. For the purposes of these Terms and Conditions, "Goods", "Delivery Date", "Price", "Project", "Contractor" and "Supplier" in these Terms and Conditions refer to the meaning ascribed in the Purchase Order. "Specified Location" means the location to which the Goods are to be delivered. "Owner" means both the person or entity with whom the Contractor has contracted for the construction of the Project and adherent the owner of the Project. "Contract Documents" means the construction contract between Owner and Contractor, and all drawings, specifications and other documents referenced herein. The Contract Documents are incorporated into this Purchase Order insofar as they pertain to the Goods and Suppliers performance hereunder.
2. Supplier's Duties: In addition to all other duties hereunder, the Supplier shall:
  - (a). deliver the Goods, free of all claims or liens from third parties, to the location specified on the Purchase Order (the "Specified Location") on the Delivery Date during the normal hours of operation and unload and suitably store the Goods at the Specified Location;
  - (b). obtain and pay for all permits, licenses and official inspections made necessary by its supply of the Goods;
  - (c). comply with all laws, ordinances and regulations relating to its supply of the Goods, including without limitation, any regulation of the storage, transport, disposal or labeling of hazardous substances;
  - (d). comply with all items and provisions of these Terms and Conditions and the Contract Documents. It being agreed that Supplier is obligated toward the Contractor to the same extent as Contractor is obligated to Owner thereunder; and
  - (e). permit Contractor, without waiving the right to reject nonconforming Goods to inspect and test the Goods at Suppliers plant at any time prior to shipment.
3. Acceptance of Goods; Waiver: The risk of loss or damage with respect to the Goods, during transit at the Specified Location or otherwise, shall remain with Supplier until Contractor has accepted the Goods. Acceptance shall not be deemed to occur until (a) the Goods are properly delivered to, unloaded, and properly stored at the Specified Location, and (b) Contractor and Owner have inspected and accepted the Goods as conforming to the Purchase Order and these Terms and Conditions. Title to the Goods shall pass to Contractor upon acceptance by Contractor. Acceptance by Contractor of a partial or late delivery of Goods shall not constitute a waiver of Contractor's rights and remedies hereunder. Neither acceptance of the Goods nor payment therefor shall constitute a waiver of Contractor's rights and remedies hereunder if the Goods are later found to be defective or nonconforming, unless Contractor expressly agrees otherwise in writing.
4. Price: Unless otherwise stated in the Purchase Order, the Price set forth therein is the entire and complete cost to Contractor associated with the sale and delivery of the Goods, including without limitation, the Goods themselves, packing, set-up, any applicable sales or other tax, permits, fees, delivery to the Specified Location, and unloading and suitably storing the goods at the Specified Location.
5. Payment: Unless otherwise stated in the Purchase Order and subject to these Terms and Conditions, Contractor shall pay Supplier for the Goods in a single payment after all goods are satisfactorily delivered and accepted by Contractor. Contractor shall include the amount due on the next application for payment to Owner. Supplier shall promptly provide Contractor with an explanation or breakdown of costs as Contractor may request. Payment shall be made by Contractor to Supplier within seven (7) days after a corresponding payment has been received by Contractor from the Owner. Contractor's receipt of payment from Owner shall be a condition precedent to any obligation to Supplier for any amount due Supplier hereunder. In addition, if the Contract Documents require or permit retainage on the Goods, the amount of such retainage shall not be payable by Contractor to Supplier until paid by Owner to Contractor.
6. Changes: Contractor at any time may by written change order make any change in the Purchase Order, including without limitation, addition or deduction in quantities ordered, changes in any applicable specifications or drawings, changes in the time of delivery, or termination and the Price shall be equitably adjusted; provided, however, that if the change in the Purchase Order is the result of a change ordered by Owner, Suppliers shall be entitled only to the adjustment made by Owner under the Contract Documents attributable to the change in the Purchase Order. Supplier shall promptly comply with any ordered change in the Purchase Order notwithstanding any dispute over price or other adjustments, pending resolution of the dispute.
7. Representations and Warranties: Supplier represents and warrants to Contractor that (a) Supplier has carefully reviewed the Contract Documents as they pertain to the Goods; (b) Supplier shall deliver the Goods free from any lien, charge or encumbrance; (c) the sale of the Goods and Contractor's use thereof shall not constitute an infringement of any patent rights or copyright; (d) Supplier has received a sufficiently detailed description of the Goods, and Supplier has clarified with Contractor any ambiguity or uncertainty with respect to the Goods prior to executing the Purchase Order, and (e) all Goods conform strictly to the requirements set forth in the Purchase Order, conform to all provisions of the Contract Documents, are of good merchantable quality and condition, free from all defects, reasonable fit for their purposes, in accordance with the Contract Documents and shall be to the satisfaction of Contractor, Owner and the architect and/or engineer on the Project and (f) will be complete in all respects necessary to make the Goods fully functional when installed. All warranties implied by law or usage of the trade or required by the Contract Documents are incorporated herein and shall apply to the Goods and Supplier's performance hereunder. Supplier guarantees that the Goods shall be free of any and all defects in workmanship and materials which May develop for the period set forth in the Contract Documents, or if any law imposes a warranty or guaranty for a longer period of time, for such longer period.
8. Default; Remedies: If Supplier (a) fails to deliver the Goods timely; (b) delivers defective or nonconforming Goods; (c) cause delay or disruption in the work of Contractor or others on the Project, or causes injury to person or property at the Project or Designated Location; (d) fails to perform according to the terms of the Purchase Order, these Terms and Conditions or under any contract or purchase order between Contractor and Supplier; (e) files for bankruptcy, assigns assets for the benefit of creditors, becomes insolvent or is unable to pay its obligations as they mature; or (f) fails to remove any claim or lien filed against the Goods by third parties; or if Contractor has a reasonable basis to believe that the Goods will not be delivered in Sufficient quantity on the Delivery Date; then Contractor may deem Supplier to be in default, and at Contractor's sole option, and without limitation on other remedies available at law or in equity, take one or more of the following actions: (a) reject all or part of the Goods (whether or not the Goods have previously been accepted by the Contractor) in which case the Supplier shall immediately remove the Goods at the Supplier's expense, or Contractor may return the Goods to Supplier at Supplier's expense; (b) require the Supplier to replace the Goods, or make good any defect in the Goods; (c) withhold any payment and/or set off against any payment otherwise owed to Supplier hereunder or under any other contract or purchase order; (d) cure any default including without limitation ordering substitute Goods from a third party, and charge the cost thereof to Supplier, together with a fee equal to 15% of the cost of the substitute Goods; (e) terminate the Purchase Order on three days written notice to Supplier and charge all expenses and loss incurred by Contractor.
9. Indemnification: To the fullest extent permitted by law, Supplier shall indemnify, defend and hold harmless Contractor, the Owner, and all parties whom Contractor is required to indemnify under the Contract Documents, from and against any and all claims, liabilities, liens, cost, damages, citations, penalties, fines, attorneys' fees, losses, and expenses of whatever nature arising out of or resulting from Supplier's performance or failure to perform hereunder, including loss of use of any property resulting therefrom, regardless of whether or not such claim is caused in part by a party indemnified hereunder.
10. Disputes; Arbitration: To the extent Contractor is bound by a dispute resolution procedure in the Contract Documents, Supplier shall be similarly bound, and agrees to be joined in any such procedure. If a dispute between Contractor and Supplier is not subject to the dispute resolution procedure set forth in the Contract Documents, then contractor may elect to arbitrate such dispute in the manner provided below or to litigate the dispute in a forum with jurisdiction to decide the dispute. Any arbitration shall be conducted in accordance with the Construction Industry Rules of the American Arbitration Association provided, however, that only one arbitrator shall hear the case. Supplier agrees, upon the request of Contractor to submit a dispute to a mediator and to negotiate in good faith to reach an agreement with respect to the dispute. Any such mediation proceedings shall be governed by the Construction Industry Mediation Rules of the American Arbitration Association. In such event neither party shall proceed with arbitration or litigation until the completion of mediation proceedings. If the election of dispute resolution procedures set forth herein are not enforceable, then both parties shall be bound to arbitrate all disputes in which the disputed amount is less than \$50,000, and shall litigate any dispute involving a higher amount. The venue for any mediation, arbitration or litigation proceeding shall at the option of Contractor be held either in the county in which the Project is located, or in the county of the home office of Contractor
11. Termination: Contractor shall have the right, at any time prior to acceptance of all of the Goods, to terminate the Purchase Order without cause by giving written notice to Supplier, which notice shall be effective upon delivery or as specified therein, in which case Contractor shall reimburse Supplier for Supplier's out-of-pocket expenses for return shipment to Supplier of Goods previously delivered to Contractor, provided, however, that Supplier shall not be entitled to anticipated profits on Goods not accepted.
12. Assignment: Supplier shall not delegate its obligations hereunder without the prior written approval of Contractor. Any assignment of Supplier's right to payment hereunder shall be subject to at rights of Contractor, including without limitation, any right to withhold payment, to offset any payment or to terminate this Purchase Order. Contractor may assign the Purchase Order to a third party without the consent of Supplier.
13. Insurance: Supplier, during all times, Suppliers, its agents and employees are present at the Project, shall maintain insurance required by the Contract Documents, and shall include a minimum commercial general liability insurance covering bodily injury (including death) and damage to property in an amount not less than \$1 million per occurrence, \$2 million aggregate, and automobile liability insurance in an amount not less than \$500,000 per occurrence. Supplier shall ensure that any carrier delivering Goods to the Project maintain said insurance. Supplier, at Contractor's request, shall provide satisfactory evidence of the foregoing insurance. Failure to provide such evidence shall be a material breach of the Purchase Order.
14. General Provisions: The Purchase Order and these Terms and Conditions represent the entire agreement between the parties with respect to the sale of the Goods. These Terms and Conditions are in addition to the special terms expressed in the Purchase Order. In the event of any conflict between these Terms and Conditions and the special terms, the special terms govern. No changes, alterations, additions, deductions, or extra charges, whether on the Supplier's invoice of purchased confirmation or otherwise, shall be binding upon the Contractor unless Contractor expressly agrees in writing thereto. Except as expressly set forth herein, a delay by contractor in exercising any remedy on a default by Supplier shall not constitute waiver of such right, nor shall a waiver of such right for one default constitute a waiver with respect to an ongoing or subsequent default. The Purchase Order shall be governed by the laws of the state in which the project is located, or if different, the laws of the state identified in the Contract Documents. TIME IS OF THE ESSENCE OF THE PURCHASE ORDER AND THESE TERMS AND CONDITIONS.

Project No: {Projects.Number}  
Subcontract No: {Contracts.ContractNumber}  
CSI Code: {Contracts.CSICode}

- Subcontract Cost Breakdown
  - o Base Contract Price \$ \_\_\_\_\_
  - o Labor breakdown \$ \_\_\_\_\_
  - o Material breakdown \$ \_\_\_\_\_
  - o Equipment/Rentals \$ \_\_\_\_\_
  - o Taxes \$ \_\_\_\_\_

- Labor rates to apply in the event of changes:
  - o Standard time (Monday – Friday) **PLEASE PROVIDE**
  - o Overtime (Monday – Friday other than standard time) **PLEASE PROVIDE**
  - o Overtime (Saturdays) **PLEASE PROVIDE**
  - o Sundays/Holidays **PLEASE PROVIDE**

{Contracts.ScopeOfWork}

General Scope Items

- Meet CM&B insurance requirements.
  - o ***PROVIDE CERTIFICATE OF INSURANCE PRIOR TO START OF WORK AND/OR DELIVERY OF PURCHASED MATERIALS.***
  - o CM&B, Inc., project owner, and all other required parties must be named as additional insured.
- All submittals are required within the specified days, not to exceed 10, following award of this subcontract/purchase order.
  - o In order to expedite the submittal process, please follow the procedures below when transmitting your submittals in for approval.
    - Each submittal to be sent via email.
    - Include the specification section number (matching specification book) along with description of each item(s).
    - Each submittal file name must match the submittal description. Prepare separate files if there are multiple items submitted.
- Written safety manual and applicable SDS information to be provided to CM&B project superintendent prior to start of work and/or delivery of materials.
  - o Refer to the “Subcontractor Safety Manual Guidelines” (CM&B Form 7) listed in Schedule D on the Acknowledgment of Receipt page of this subcontract/purchase order.
- Subcontractor is responsible for providing all information in writing to CM&B prior to acceptance of project award, of any current, pending, or previous agreements with OSHA requiring this subcontractor to report and record with OSHA all job site activities and locations. Full disclosure of the incident (s), resulting injuries and final fines are required to be detailed in the information provided.
- Provide OSHA required Competent Person on site at all time that work of this subcontract is in progress – trained, experienced, and authorized to recognize and promptly control health and safety hazards.
- Provide all safety certifications relevant to tools and equipment as required by OSHA.

- CM&B Safety Policy:
  - ***A SAFETY VIOLATION POLICY IS IN EFFECT ON THIS PROJECT. ANY VIOLATION OF OSHA SAFETY REQUIREMENTS IS SUBJECT TO THE FOLLOWING ACTIONS:***
    - ❖ ***FIRST VIOLATION – VERBAL NOTICE. EMPLOYEE RETRAINING REQUIRED.***
    - ❖ ***SECOND VIOLATION – WRITTEN NOTICE. EMPLOYEE RETRAINING REQUIRED.***
    - ❖ ***THIRD VIOLATION – EMPLOYEE PERMANENTLY REMOVED FROM SITE.***
  - ***HARDHATS, SHIRTS, LONG PANTS AND OSHA APPROVED FOOTWEAR ARE REQUIRED BY ALL CONSTRUCTION PERSONNEL THROUGH PROJECT COMPLETION.***
  - ***ALL SUBCONTRACTORS ARE REQUIRED TO HOLD WEEKLY EMPLOYEE SAFETY MEETINGS (“TOOL BOX TALKS”). FOREMAN MUST SUBMIT A COPY OF TOPIC DISCUSSED, WITH SIGNATURES OF EMPLOYEES IN ATTENDANCE, TO CM&B SUPERINTENDENT BY FRIDAY, 12:00 NOON EACH WEEK.***
  - ***INJURY, ACCIDENT, DAMAGE, THEFT OR ANY OTHER INCIDENT MUST BE REPORTED IMMEDIATELY TO CM&B SUPERINTENDENT.***
- CM&B enforces a cord inspection program on all projects. The Foreman for each subcontracted company is responsible for inspecting all electrical cords for damage for the duration of the project. Each cord that is inspected and deemed a good cord needs to be wrapped with a small strip of colored electrical tape at the end of the cord. The specific color for each week will be identified each week by CM&B superintendent, posted on the site safety board, and listed in the weekly meeting minutes. All cords should also be identified as to its owner. Any damaged cords should be removed from the site immediately.
  - Any subcontractor found with a bad cord that has not been inspected and color coded is subject to a fine from CM&B based on the following schedule.
    - Fines will be progressive:
      - 1st Offense: \$125 Fine
      - 2nd Offense: \$250 Fine
      - 3rd Offense: \$500 Fine
    - Fines will continue to double with each offense. The superintendent has the option of requesting repeat offenders to leave the jobsite permanently. The subcontractor’s home office will be notified of violation and subsequent fine.
- All trucking, unloading, hoisting and rigging as required for delivery of purchased materials.
- Coordination of all deliveries and site construction activities with CM&B Superintendent.
- Construction coordination with all other trades, including attendance at required meetings. Attendance is required when working at this site, when within one week of start / restart and one week following completion of this scope of work. Attendees must be knowledgeable of the project and authorized to make decisions on behalf of this Subcontractor.
  - ***A \$250 PENALTY MAY BE ASSESSED FOR FAILURE TO ATTEND REQUIRED MEETINGS PER THE TERMS OF THIS PURCHASE ORDER.***
- Comply with all project documents.
- Comply with CM&B short interval and overall schedule requirements.
- AIA requisition format is required, along with detailed schedule of values breakdown.
- All monthly invoices are due to CM&B on or before the 25th of each month.

○ ***INVOICES RECEIVED AFTER THE 25<sup>TH</sup> OF THE MONTH WILL BE PAYABLE IN THE SUBSEQUENT BILLING CYCLE.***

- Billing for materials / equipment stored offsite is not allowed. Subcontractor is only allowed to requisition for materials / equipment after the material / equipment has been delivered.
- Subcontractor/Vendor acknowledges that as a condition to receiving progress and final payments, the Subcontractor/Vendor shall provide to CM&B signed and duly notarized progress and final lien waivers.
- Subcontractor is responsible for all applicable state taxes. All subcontractors performing work outside of their registered state must supply non-resident tax certificates immediately upon award.
- Mark-up to apply in the event of changes: Cost plus 10% for overhead and profit.
- As-Built record drawings, maintenance manuals and all other required closeout documentation is due to CM&B within 14 calendar days of completion of work of this subcontract/purchase order.
- Provide all closeout information in electronic format (PDF) in strict accordance with the project specifications and CM&B's project specific closeout requirements within the requested time frame.
- Provide minimum one-year material warranty from date of final project completion. Refer to project specifications for any and all other warranties required.

**DRAWINGS AND SPECIFICATIONS**

See Attached Drawing Rider Dated {Contracts.ActualFinalComplDate}

**ACKNOWLEDGMENT OF RECEIPT**

The items listed below are an integral part of this Purchase Order. Subcontractor acknowledges by signing below that he has received complete copies of each, has read them, and is now familiar with the provisions and procedures therein contained. All of the contents of this package have important legal consequences; therefore, a careful review and consultation with an attorney is encouraged.

- 1. Purchase Order – 2 Pages
- 2. Schedule A – Scope of Work - 4 Pages
- 3. Schedule B – Drawing and Specification Rider - N/A or Attached
- 4. Schedule C – Job Schedule – N/A or Attached
- 5. Schedule D – Forms / Guidelines

CM&B Form 1 – Conditional Lien Waiver

CM&B Form 2 – Application for Payment Checklist, G702 & G703

CM&B Form 3A – General Insurance Requirements with Sample Insurance Certificate

CM&B Form 3B – Project-Specific Additional Insured List

CM&B Form 4 – Subcontractor Supplier List - N/A

CM&B Form 5 – Out-of-State Contractor Requirements - N/A

CM&B Form 6 – Final Accounting Reconciliation

CM&B Form 7 – Subcontractor Safety Manual Guidelines

**Subcontractor acknowledges receipt of the above by signing below.**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Authorized Signature**