

1. **Independent Contractor.** The Consultant is an independent contractor and not an employee, agent, or partner of the Purchaser. The Consultant is responsible for the means and methods used in performing the Services.
2. **Licensing.** The Consultant will maintain, at its own expense, all licenses and certifications necessary to perform the Services.
3. **Standard of Care.** The Consultant will cause the Services to be provided with all due care that would be followed for a comparable project by a reasonably skilled professional consultant in the same field, working in the same region where the Project is located. The Consultant will comply with all legal requirements applicable to the Services.
4. **Payment.** The Consultant may bill monthly for the Services it has performed and any allowable expenses it has incurred. The Purchaser shall pay all properly invoiced amounts due to the Consultant within forty-five (45) days after receipt of Consultant's invoice, except for any amounts disputed by Purchaser in good faith. Purchaser has no obligation to pay any invoice received after written termination of this Purchase Order for Services not delivered or any invoice received six (6) months after the delivery of Services. In the event of any payment disputes, the Consultant shall continue performing its obligations under the Purchase Order notwithstanding such dispute. The Consultant shall promptly furnish all lien waivers, affidavits, and other documents necessary to release and waive all liens and claims arising out of the furnishing of the Services upon payment by Purchaser. Purchaser reserves the right to set off at any time any amount owing to it by Consultant against any amount payable by Purchaser to Consultant.
5. **Schedule.** The Consultant agrees to perform the Services in an expeditious manner as is consistent with professional skill and care. The Consultant will comply with any reasonable scheduling requirements that are provided in writing by the Purchaser.
6. **Changes.** The Consultant will accept reasonable changes in the scope of the Services. Such changes will be made only as directed in writing by the Purchaser. If the Consultant's fee is a lump sum amount, it will be equitably adjusted up or down for changes. Not-to-exceed limits will not be adjusted for changes unless the Purchaser so states in writing. No oral agreements of this Purchase Order will be recognized.
7. **Confidentiality.** The Consultant shall maintain the confidentiality of information designated as confidential by the Purchaser, Prime Contractor, or the Owner or its representatives, unless the information is already publicly available or known to the Consultant from a non-confidential source. Confidentiality shall not be required if withholding the information would violate the law or create the risk of significant harm to the public.
8. **Conflicts of Interest.** Except with the Purchaser's written consent, the Consultant will not engage in any activity, or accept any other assignments, that would reasonably appear to compromise the Consultant's professional independence or judgment with respect to this Project.
9. **Safety.** The Consultant is fully responsible for the safety of its own personnel and for the effects of the Consultant's Services and activities on the safety of others.
10. **Indemnification.** The Consultant will defend, indemnify, and hold harmless the Purchaser, Prime Contractor, and Owner and their officers, employees, agents, representatives, affiliates, and successors from and against any and all claims, demands, liabilities, causes of action, costs, and expenses, including reasonable attorney fees and litigation expenses, involving:
 - a. Negligence, errors, omissions or other fault of the Consultant or persons for whom it is responsible;
 - b. Bodily injury or death to the Consultant or persons to whom it is responsible;
 - c. Unsafe conditions caused by the Consultant or persons for whom it is responsible;
 - d. Infringement of intellectual property rights resulting from an item or process furnished, designed, or specified by the Consultant or persons for whom it is responsible; or
 - e. The Purchaser's legitimate enforcement of this indemnification provision.In any event, no indemnification is required if prohibited by law. Consultant is fully responsible for its officers, employees, agents, and other personnel, as well as sub consultants or suppliers at any tier and their personnel. These indemnifications shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any subcontractor under Workers' Compensation Acts, Disability Acts, or other Employee Benefits Acts.
11. **Insurance.** The Consultant shall procure and maintain, at its own expense and from a company lawfully authorized to issue policies in the jurisdiction in which the Project is located, the minimum insurance coverages listed on the Sample Insurance Certificate. Insurance shall be provided through companies with an AM Best rating of at least A-IX or better. Professional Liability insurance shall be maintained for a period of three years after completion of the Services.
12. **Termination.** Either party may terminate this Purchase Order, with or without cause, on 30 days' written notice. Alternatively, the Purchaser may terminate on 3 working days' written notice if the Consultant commits and fails to cure a breach of this Purchase Order, or if the Purchaser no longer needs the Services. In the event of termination, the Consultant will be entitled to be paid only for Services actually provided, and allowable expenses actually incurred, through the date of termination. To the extent feasible, without unreasonably increasing its legal exposure, the Consultant will cooperate in providing materials prepared through the date of termination which gives the Purchaser and/or the Prime Contractor and Owner the benefit of the partially completed Services. The Indemnification, Insurance, and Payment provisions of this Purchase Order survive termination.
13. **Reliance on reports.** Any reports, drawings, specifications, or other documents provided by the Consultant as part of the Services may be relied on by the Purchaser, Prime Contractor, and the Owner or its representatives.
14. **Ownership and use of documents.** Any drawings, specifications, or other written designs provided by the Consultant as part of the Services shall be considered authored and owned by the Consultant (unless transfer of ownership is required by Purchaser's contract with the Prime Contractor or Owner) and may be used by the parties only for purposes of this Project. Otherwise, the reports or other documents provided by the Consultant as part of the Services shall be the property of the Purchaser. The Consultant hereby grants to the Purchaser, Prime Contractor, and Owner a non-exclusive, royalty-free license to patents, now or hereafter owned by the Consultant, covering any item, process, or design pertaining to the Project.
15. **Assignment.** Consultant shall not assign, transfer, delegate, or subcontract any of its rights or obligations under the Purchase Order without the prior written consent of Purchaser.
16. **Disputes and Miscellaneous.** This Purchase Order shall be construed according to the laws of the Commonwealth of Virginia. Purchaser and Consultant agree to the courts of Henrico County, Virginia as the jurisdiction and venue for any litigation which may arise between the parties under this Purchase Order or relating to the Services. The Consultant hereby waives its right to a jury trial in any litigation proceeding. The prevailing party in any action arising from this Purchase Order shall be entitled, in addition to all other remedies, to recover from the other its reasonable attorney's fees and costs. Waiver of any breach or failure to enforce any term of this Purchase Order shall not be deemed a waiver of any breach or right to enforce which may thereafter

occur. The rights and remedies under this Purchase Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. If any term or provision of this Purchase Order is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. **MANDATORY CLAUSES REQUIRED UNDER GOVERNMENT CONTRACTS OR SUBCONTRACTS.** If a governmental contract number is shown on the face of this Purchase Order, clauses contained in the current issue of the Federal Acquisition Regulations (FAR) and supplements thereto, which the government makes mandatory for a contractor under a government contract to include in its subcontracts thereunder, will apply to this Purchase Order. Consultant assumes all risks associated with providing Services sold that are compliant with these regulations.
18. **COMPLIANCE WITH LAW AND EQUAL OPPORTUNITY CLAUSE.** Consultant is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Consultant has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under the Purchase Order. Consultant shall comply with all export and import laws of all countries involved in the sale of the Goods. This Purchase Order is subject to the provisions contained in Executive Order #11246 and any subsequent or related regulations regarding equal opportunity of employment. Further, the affirmative action clauses set forth in 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) relating to qualified protected veterans and individuals with disabilities are incorporated herein by specific reference. **"This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities."**
19. **ACCEPTANCE OF OFFER.** Acceptance of this offer is strictly limited to the terms and conditions herein. Modifications hereto, to be binding, must be in writing and issued by ColonialWebb's authorized purchasing representative. Vendor's acknowledgement, acceptance of payment, or commencement of performance shall be conclusive evidence of acceptance of this offer as written. ColonialWebb hereby objects to additional or different terms and conditions contained in Vendor's acceptance.



SAMPLE CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
XX/XX/XXXX

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agency XYZ	CONTACT	
	PHONE XXX-XXX-XXXX	FAX XXX-XXX-XXXX
INSURED Subcontractor name and address (name must match Subcontractor name on Subcontract, if parent company insured, list subsidiary subcontract name in Description)	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	Insurance Company A
	INSURER B:	Insurance Company B
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 1424852479 REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURED	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY PERIOD	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Commercial Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	XXXXXXX	XX/XX/XXXX - XX/XX/XXXX	EACH OCCURRENCE \$1,000,000 PRODUCTS - COMP/OP/AGG \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	XXXXXXX	XX/XX/XXXX - XX/XX/XXXX	BODILY INJURY (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$	Y	Y	XXXXXXX	XX/XX/XXXX - XX/XX/XXXX	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	XXXXXXX	XX/XX/XXXX - XX/XX/XXXX	<input checked="" type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 <input type="checkbox"/> E.L. DISEASE - EA EMPLOYEE \$1,000,000 <input type="checkbox"/> E.L. DISEASE - POLICY LIMIT \$1,000,000
A	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY			XXXXXXX	XX/XX/XXXX - XX/XX/XXXX	EACH CLAIM \$1,000,000 AGGREGATE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ColonialWebb Contractors Company, Prima Contractor, Owner, and others as required are included as additional insureds with respects to general and excess liability on a primary, non-contributory basis. Waivers of subrogation apply in favor of the additional insureds.

CERTIFICATE HOLDER ColonialWebb Contractors Company 1920 E. Parham Road Richmond, VA 23228	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE