

Hereinafter, the recipient of this Purchase Order shall be the "Subcontractor" and ColonialWebb Contractors shall be the "Contractor" and both ("The Parties") agree to the following Terms and Conditions for the Work purchased. Any terms or conditions proposed or presented by the Subcontractor whether general or specific are not a part of this Purchase Order and do not modify or amend this Purchase Order.

1. **TERMS.** The Purchase Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to this Purchase Order.
2. **INCORPORATED DOCUMENTS.** Any bid, quotation, specification, drawing, notes, instructions, engineering notices, technical data referred to in this Purchase Order shall be deemed incorporated herein by reference as is fully set forth. In case of any discrepancies or questions, Subcontractor shall refer to Contractor for further instructions prior to proceeding with its Work.
3. **PRICE.** The Price of the work is that stated in this Purchase Order and is not subject to change or surcharge without Contractor's prior authorization. The Price includes the Work to be performed, all incorporated Goods and Service, and includes all taxes and fees that may be applicable, unless otherwise agreed to in writing by the parties.
4. **PAYMENT.** Contractor agrees to pay Subcontractor the Total Purchase Order Price (subject to modification by approved change order) through periodic progress payments based on Subcontractor's actual percentage of completion for work performed to the satisfaction of the Contractor. Unless otherwise agreed to in writing by the parties, payment terms are NET 45 days from Contractor's actual receipt of Subcontractor's invoice except where early payment discounts are offered by Subcontractor. Contractor has no obligation to pay any invoice received more than six (6) months after the delivery of Subcontractor's Work.
5. **TIME FOR PERFORMANCE.** Time of performance is of the essence of this Purchase Order. Subcontractor shall complete its Work within the stated Time for Completion. Subcontractor shall coordinate its work with the Contractor and commence work when notified, and keep up with the requirements to maintain the Time for Completion. Subcontractor shall be liable for all damages caused by its delay, including but not limited to damages assessed against Contractor which are attributable, in whole or in part, to Subcontractor's actions, omissions, negligence or performance. It is understood and agreed that the scheduling and sequencing of the work is an exclusive right of Contractor and that Contractor may reschedule or re-sequence Subcontractor's Work without any additional cost or expense to be paid to Subcontractor. Contractor may, in its sole discretion, require certain parts of the Work to be prosecuted in preference to others.
6. **WARRANTY.** At a minimum warranties shall ensure that all Goods & Services performed will: (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by Subcontractor; (c) be fit for their intended purpose and operate as intended; and d) be free and clear of all liens, security interests or other encumbrances. If Contractor gives Subcontractor notice of noncompliance with this Section, Subcontractor shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Work, and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Contractor and the delivery of repaired or replacement goods to Contractor. These warranty obligations shall survive termination of this Purchase Order and shall not terminate upon acceptance or payment for the Work.
7. **INSURANCE.**
  - a. Subcontractor shall procure and maintain, at its expense, from a company lawfully authorized to issue policies in the jurisdiction in which the Project is located the minimum insurance coverage set forth in this Section 4. Upon execution of this Purchase Order, Subcontractor shall furnish Contractor with a current Certificate of Insurance and copy of each policy providing the required coverage.
  - b. Subcontractor, Contractor, and Owner shall be included as additional insureds under the Commercial General Liability, Automobile Liability, Commercial Umbrella, and Pollution Liability (if applicable) coverage maintained by Subcontractor. The additional insured endorsements shall be provided to Contractor prior to Subcontractor commencing work at the Project.
  - c. Insurance shall be provided through companies with a Best's Insurance Guide Rating of at least A-. Subcontractor shall not self-insure any portion of its coverage responsibilities.
  - d. Each policy obtained by the Subcontractor shall provide that the insurer shall defend any suit against the Contractor, Owner, General Contractor and/or their officers, agents, or employees which arises out of Subcontractor's Work, activities, negligence or omissions at the Project. Except where longer periods are stated herein, all required insurance shall be maintained, without interruption, from the date of commencement of the Subcontractor's Work until not fewer than thirty (30) days after the date of final payment to Subcontractor.
  - e. Subcontractor shall provide the following types and minimum amounts of insurance coverage:

**i. Commercial General Liability:**

1. Subcontractor shall provide Commercial General Liability (CGL) insurance with individual limits of insurance of not less than \$1,000,000 each occurrence, a \$2,000,000 annual product/completed operations aggregate, and a \$2,000,000 general annual aggregate.
2. CGL coverage shall be written on occurrence basis (not "claims made") and shall cover liability arising out of any and all operations by or on behalf of the Subcontractor and shall include, but not be limited to, the following coverages, premises and operations; products and completed operations; contractual liability for obligations assumed by the Subcontractor; broad form property damage (including completed operations); explosion, collapse, and underground hazards; independent contractors; personal injury liability; and personal and advertising injury.
3. The aggregate limits of the CGL insurance shall apply separately to each project on which the Subcontractor may be working or has worked.
4. The CGL insurance for the additional insureds shall be as broad as the coverage provided for the Subcontractor. The CGL insurance shall be primary and non-contributory and apply as primary insurance before any other insurance or self-insurance (including any deductible) maintained by, or provided for, each additional insured.
5. The CGL insurance shall not include or be limited by a "Residential Construction" exclusion.
6. The CGL insurance shall include the "Blanket Waiver of Subrogation" endorsement or equivalent so as to cover all subrogation rights and responsibilities of Subcontractor.

7. Coverage for costs to defend litigation against Subcontractor and/or the additional insureds shall be unlimited, shall be in addition to the stated limits of liability of the CGL insurance, and shall allow the party being defended the discretion to select defense counsel.

**ii. Automobile Liability**

1. Subcontractor shall provide Automobile Liability insurance with limits of at least \$1,000,000 each accident, combined bodily injury and property damage.
2. Automobile Liability insurance must include coverage for bodily injury and property damage for all owned, leased, hired and non-owned automobiles used by the Subcontractor and any person or entity for whom Subcontractor is responsible, including temporary workers ("Symbol 1") coverage or equivalent.
3. The Automobile Liability policy shall include the Blanket Waiver of Subrogation endorsement so as to cover all subrogation rights and responsibilities of Subcontractor.

**iii. Commercial Umbrella**

1. Subcontractor shall provide Commercial Umbrella insurance with limits of not less than \$5,000,000 and which will be in excess of and attach to (with no gap in coverage) the underlying CGL, Automobile Liability, and Employer Liability limits.
2. Commercial Umbrella insurance must include as additional insureds all entities that are additional insureds on the CGL and Automobile Liability policies.
3. Commercial Umbrella insurance for the additional insureds shall apply as primary insurance before any other insurance or self-insurance (including any deductible) maintained by, or provided for, the additional insured other than the CGL, Business Automobile Liability and Employers Liability coverages maintained by Subcontractor.
4. Subcontractor shall provide only a "Pay on Behalf" insurance agreement. Commercial Umbrella policies issued as an "indemnity insuring agreement" are not permitted.

**iv. Property and Equipment Insurance.** Subcontractor shall provide property and equipment insurance for the full value of the Subcontractor's property and equipment used in the Work.

**v. Workers Compensation and Employers Liability**

1. Subcontractor shall provide employers liability insurance with limits of at least \$100,000 for bodily injury each accident, \$100,000 for each employee by disease, and \$500,000 policy limit by disease.
2. Where applicable to the Work at the Project, the U. S. Longshoremen's and Harbor Workers Compensation Act Endorsement shall be attached to the policy.
3. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.
4. The Subcontractor shall provide Workers Compensation insurance, sufficient to provide all statutorily required benefits for the state in which Subcontractor's Work is performed.

**vi. Pollution Liability Insurance (as applicable):**

1. Subcontractor shall provide Pollution (Environmental) Liability insurance with limits of not less than \$1,000,000 per claim.
2. The Pollution (Environmental) Liability insurance must have a mold/fungi endorsement indicating that mold/fungi coverage is afforded under the policy.
3. The Pollution (Environmental) Liability insurance shall provide coverage for completed operations for not less than three (3) years after final acceptance of the Project by Owner.

8. **SUBCONTRACTOR'S RESPONSIBILITIES.** Subcontractor shall adequately furnish and secure all labor, material, taxes, services, equipment, tools, materials, storage, permits, licenses and inspections, shop drawings/submittals as required by the Contractor, and safety equipment in order to provide and perform complete, fully functional Work. Subcontractor shall comply with all applicable laws, statutes, ordinances, rules and regulations relating to the performance of Subcontractor's Work, including but not limited to immigration, environmental, tax, social security, unemployment, insurance, safety and workers' compensation requirements, and state or federal prevailing wage law. Subcontractor shall perform all Work in a timely manner so as not to delay Contractor, the Project, or the work of others at the Project site. Subcontractor shall protect the work of others and property at the Project site from damage caused by Subcontractor's operation and shall be responsible to immediately correct and repair any damage, at its cost, should any occur. Subcontractor is fully responsible for, and shall ensure, the safety of persons and property in connection with its Work. Subcontractor shall not create or allow, and shall promptly report to Contractor and be fully responsible for, any unsafe conditions relating to its Work and shall comply with all applicable safety laws, regulations, and ordinances. Subcontractor agrees to comply with the safety requirements and protocols stated in Contractor's companywide safety programs, including without limitation, *Contractor's Safety Manual*. Subcontractor further agrees to comply with the Project's site specific safety program. Subcontractor agrees to comply with all safety requirements and protocols established by the Owner or General Contractor for the Project. Subcontractor also agrees to prepare for, attend and participate in all Project programs and meetings addressing safety issues, including orientations sessions, tool box safety training meetings, compliance reviews and jobsite inspections by Contractor's Safety Inspector. Unsafe performance and/or lack of adherence to the safety program can result in immediate action by Contractor, Prime Contractor or Owner which may include but is not limited to removal of Subcontractor's personnel, cessation of Subcontractor's work, suspension of payment, and termination of Subcontractor. Equipment furnished by the Lessor shall be safe for ordinary use and shall confirm to all the requirements of the Occupational Safety & Health Act (OSHA) and all other applicable Federal, State, and Local laws, regulations, and rules relating to safety. The equipment shall also meet the standards of the American National Safety Institute (ANSI). Subcontractor shall continuously keep its work areas free, clean, and neat of all waste materials and trash created through its work. Subcontractor shall remove daily from its work location all waste materials, trash, tools, equipment, surplus materials. Subcontractor will reimburse Contractor for any expenses incurred to keep the job clean and clear of all debris and rubbish resulting from Subcontractor's failure to comply with this section, including any reasonable portion of costs allocated by Contractor for clean-up. Subcontractor is fully responsible for all Hazardous Materials that it creates or releases in connection with, or brings to, the Project. Subcontractor shall immediately report to Contractor any Hazardous Materials which it discovers or which are released at the Project. Hazardous Material means asbestos; asbestos containing material; lead (including lead-based paint); PCB; molds; any other chemical, material, or substance subject to regulation as a hazardous material,

- hazardous substance, toxic substance, or otherwise, under applicable federal, state, or local law; and any other chemical, material, or substance that may have adverse effects on human health or the environment.
9. **MODIFICATIONS AND CHANGE ORDERS.** This Purchase Order may be modified only by a formal written change order or notice to proceed as signed by Subcontractor and the Contractor. If any change causes an increase or decrease in the amount of the Work or the time required to complete the Work, an equitable adjustment shall be made to the Total Purchase Order Price and/or Time for Completion. If Contractor and Subcontractor do not mutually agree on a modification, the Contractor shall issue a Work Order directing the additional work and any adjustment to the price and time shall thereafter be determined by Contractor and Subcontractor. Subcontractor shall quote price and impact in writing for all proposed changes or work order directives within 14 days of receipt of such directives unless requested sooner by the Contractor. Subcontractor will have no claim in connection with such changes for additional time, recovery or consequences unless expressly accommodated by this Purchase Order agreement. In no event shall the overhead or profit charged by Subcontractor exceed a combined total of 15% for any adjustments to the Total Purchase Order Price.
  10. **DELAYS, INTERRUPTIONS, SUSPENSIONS, SCHEDULE.** Should the Subcontractor's Work be delayed, hindered, re-sequenced, interfered with, or otherwise disrupted in any way by the act or omission of the Contractor, General Contractor or Owner or by any other contractor or subcontractor on the Project, or by any cause beyond the Subcontractor's control and not due to any fault, act, or omission on Subcontractor's part, then the time for completion of the Work shall be extended for a period equivalent to the time lost, as determined by the Contractor. Subcontractor waives and releases any other rights to damages.
  11. **CONTRACTOR'S REMEDIES.** If the Subcontractor defaults or neglects to carry out the Work in accordance with this Subcontract and fails within three (3) working days after receipt of written notice from the Contractor to correct such default, neglect, or delay with diligence and promptness, the Contractor may, without prejudice to any other remedy, terminate Subcontractor and/or make good such deficiencies and deduct the reasonable cost thereof from the payments then or thereafter due Subcontractor. Subcontractor acknowledges that any liquidated damages that are assessed against Contractor as a result of Subcontractor's actions or omissions may be only a portion of the total damages incurred by Contractor and which Contractor may assess against Subcontractor. In addition to liquidated damages, Subcontractor shall be liable for all actual damages incurred by Contractor arising in whole or in part from the actions or omissions of Subcontractor or any person or entity for whose actions and omissions the Subcontractor may be liable.
  12. **INDEMNIFICATION.** To the fullest extent permitted by law, the Subcontractor agrees to indemnify and defend Contractor, General Contractor and Owner against, and to hold Contractor harmless from, any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments, awards, costs and expenses (including attorney's fees, expert witness costs and disbursements actually incurred) arising directly or indirectly, in whole or in part, from the actions, omissions, or performance of Subcontractor (including its officers, directors, agents, employees, sub-subcontractors, temporary workers, anyone hired by Subcontractor, and anyone for whose acts Subcontractor may be liable), regardless of whether such action, omission or performance was within or beyond the scope of their duties or authority. This provision shall survive any termination or conclusion of this Subcontract. In addition, Subcontractor shall indemnify Contractor, General Contractor and Owner for any cost or expense arising or resulting from Subcontractor's failure to comply with laws or regulations applicable to its Work, including but not limited to the Fair Labor Standards Act, minimum wage laws, appropriate Davis Bacon Act or applicable prevailing wage requirements, and unpaid wages acts. This provision shall survive any termination or conclusion of this Subcontract.
  13. **GOVERNING LAW AND FORUM.** This Purchase Order shall be construed according to the laws of the Commonwealth of Virginia. Buyer and Seller 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 Work.
  14. **MANDATORY CLAUSES REQUIRED UNDER GOVERNMENT CONTRACTS OR SUBCONTRACTS.** If a governmental contract number is shown on the face of this 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. Seller assumes all risks associated with providing Goods sold that are compliant with these regulations.
  15. **EQUAL OPPORTUNITY CLAUSE.** 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."**
  16. **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 acknowledgment, 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.



Project: \_\_\_\_\_ Owner: \_\_\_\_\_

Subcontractor/Supplier: \_\_\_\_\_

As an inducement and in consideration of the payment to the undersigned of \_\_\_\_\_ by **ColonialWebb Contractors Company**, the undersigned represents as follows:

TOTAL AMOUNT OF SUBCONTRACTOR/PURCHASE ORDER:	\$ _____	TOTAL WORK IN PLACE AND/OR MATERIALS STORED:	\$ _____
			LESS
		RETAINED:	\$ _____

NET AMOUNT EARNED: \$ \_\_\_\_\_

AMOUNT OF PREVIOUS PAYMENTS: \$ \_\_\_\_\_

AMOUNT DUE THIS PAYMENT: \$ \_\_\_\_\_

1. Upon Payment of \_\_\_\_\_, the undersigned acknowledges it has been paid in full (except for retainage) for all labor/material/equipment supplied to date to the Project.
2. The undersigned waives and releases all claims, mechanic's liens rights or causes of action which the undersigned may now or hereafter have against **ColonialWebb Contractors Company**, its bonding company, the General Contractor, the Owner and the Project in connection with providing labor/material/equipment to date to the Project.
3. The undersigned warrants that all laborers and subcontractors employed by it and all suppliers or materialmen from which it has acquired materials incorporated into the Project have been paid in full or will be paid in full from **ColonialWebb Contractors Company's** payment of \_\_\_\_\_ and that none of such laborers, subcontractors, suppliers or materialmen will have any claim, demand or lien rights (including mechanic's liens) against the Project, **ColonialWebb Contractors Company**, the General Contractor or the Owner. The undersigned agrees to defend, indemnify and hold harmless **ColonialWebb Contractors Company**, the General Contractor and the Owner against any and all loss, damage, claim, cost and/or expense (including attorneys' fees) incurred as a result of the undersigned's failure to pay for labor, material and equipment supplied to date to the Project.
4. The undersigned represents and warrants that Subcontractor has paid its employees all wages due for the period during which the wages are claimed for the work performed on the Project and to Subcontractor's knowledge all sub-subcontractors and suppliers below the Subcontractor, regardless of tier, have similarly paid their employees all such wages.

State of Virginia  
City/County of \_\_\_\_\_

**Subcontractor:**

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ of [company name], in its capacity as \_\_\_\_\_.

Notary Public: \_\_\_\_\_ My commission expires: \_\_\_\_\_ \*\*Please return this completed form to:

[AP@colonialwebb.com](mailto:AP@colonialwebb.com) to ensure prompt payment.\*\*\*



**ADDENDUM NUMBER 2:  
SUBCONTRACTOR'S SAFETY REQUIREMENTS**

1. **Subcontractors shall:**
  - a. **Comply with all applicable ColonialWebb Contractors, CM/GC/Owner, State, and Federal health, safety, and environmental regulations**
  - b. **Review and implement the safety requirement in the ColonialWebb Contractors safety program and the CM/GC/Owner safety procedures and raise potential issues with implementation prior to starting work**
  - c. **Follow the more stringent standard when there are safety requirements that may exceed OSHA standards or these safety procedures**
  - d. **Immediately report any injury, illness, incident, or close call to the immediate ColonialWebb Superintendent or Safety Representative. Refer to the ColonialWebb Contractors Incident Reporting and Investigation Addendum**
  - e. **Maintain injury and illness records, as required by OSHA**
  - f. **Maintain a hazard communication program for all chemicals used on the project**
  - g. **Ensure that lower tier Subcontractors review and implement these safety requirements**
  - h. **Ensure that all employees sent to a project have received general safety and health training. General safety and health training include basic training on general topics such as PPE, SDS, basic fall protection, and hazard recognition**
  - i. **Identify the tasks its employees will be expected to perform and provide:**
    - i. Any PPE that will be necessary to perform those tasks
    - ii. Task-specific training necessary to meet OSHA requirements to be a competent, qualified, authorized or certified employee
    - iii. Project-specific safety and health training, and project orientation
  - j. **Appoint a project safety representative to attend regular Colonialwebb Contractors safety meetings and support implementation of the rules listed, as well as other safety rules determined by ColonialWebb Contractors to be necessary for the safe completion of the project**
    - i. **Subcontractor shall provide additional project safety personnel based on the stated contractual requirements of the CM/GC/Owner.**
    - ii. **Subcontractor shall provide safety personnel necessary to implement their safety program**
    - iii. **ColonialWebb Contractors shall determine appropriate qualifications for Subcontractor safety personnel, based on project demands and reserve the right to interview candidates**
  - k. **Subcontractors unable to meet the minimum safety requirements may submit a written safety enhancement program designed to improve Safety performance. If approved, the safety enhancement plan shall become part of the Subcontractor's project safety plan**
2. **ColonialWebb Contractors Shall:**
  - a. **Ensure Subcontractor, Superintendent or Safety Representative is trained on ColonialWebb Contractors Safety rules and programs, PPE utilization, exposure monitoring and medical surveillance**
  - b. **Conduct Project Safety inspections and suspend work until safety violations are corrected**
  - c. **Maintain an effective OSHA compliance and audit program in order to detect and correct violations**
  - d. **Require prompt incident investigations as the ColonialWebb Contractors Incident Reporting and Investigation Addendum**
  - e. **Designate Subcontractors and require them to observe all safety rules and regulations**