



CONSTRUCTION

# PURCHASE ORDER

## Fixed Price Form of Agreement

Project: \_\_\_\_\_ GLY Job No.: \_\_\_\_\_  
P. O. No.: \_\_\_\_\_

<b>SELLER/SUPPLIER:</b>		P.O. Date:
<b>BUYER/CONTRACTOR:</b> GLY Construction, Inc.		Terms: Per Terms and Conditions
<b>Ship to:</b>	<b>Bill to:</b> P.O. Box 6728 Bellevue, WA 98008	Quote:
		FOB: JOBSITE
		Via: Freight   Delivery by SELLER
		Required Delivery Date:

**1. SCOPE:**  
Seller shall provide all \_\_\_\_\_ including all submittals, samples, materials, warranties, freight FOB jobsite, in accordance with the Contract Documents, specifically including, but not limited to, the following:

SCOPE OF WORK

**2. DETAIL OF ITEMS PURCHASED:**  
Buyer agrees to pay and Seller agrees to receive and accept as full compensation for 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.

Cost Code	Description	Amount

**PURCHASE ORDER TOTAL**

**3. INCLUSIONS:**  
The Work 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
	Exhibit "A" - Insurance Requirements

**4. EXCLUSIONS:**

Item	Description
	Washington State Sales Tax

**5. PUBLICITY RESTRICTIONS AND CONFIDENTIALITY REQUIREMENTS:**

**5.1** No public news release, advertising, or other disclosure of Project information shall be released without written approval of GLY Construction, Inc. and Owner. 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** 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. Confidential information shall not be disclosed, under any circumstance, to any person or entity not a party to this Agreement without the express written consent of GLY Construction, Inc.

**6. ALTERNATES NOT INCLUDED IN CONTRACT PRICE:**



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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 of Work.
- 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	Unit of Measure	Amount

### 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 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. INSURANCE REQUIREMENTS:

Seller shall, at his expense, procure and maintain insurance on all of his operations, in companies acceptable to Contractor as required in **EXHIBIT "A" INSURANCE REQUIREMENTS** as attached hereto and incorporated fully herein.

### 10. PROJECT PROCEDURES:

- 10.1 **IMPORTANT: Do Not Alter This Contract.** All requests for modifications or clarifications to any aspect of the Scope of Work or exclusions should be directed to GLY Project Manager, \_\_\_\_\_. All requests for modifications or clarifications to the Terms and Conditions or other contract provisions, should be directed to GLY Contracts Manager, Amie Smith at [amie.smith@gly.com](mailto:amie.smith@gly.com).
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 Seller is responsible for any and all damages to the work of other trades by his personnel.
- 10.6 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.
- 10.7 Seller shall submit any shop drawings, samples, or other submittals that require approval no later than \_\_\_\_\_ ("Date"). Seller shall comply with the installation times required on the Project schedule.
- 10.8 Pertaining to final closeout requirements, no payments beyond 90% will be released until all warranties, Operation and Maintenance manuals, extra material, and any other special requirements have been submitted as specified.
- 10.9 **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: 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. Seller's personnel on site agree to immediately notify GLY of any injuries to



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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 S.D.S. (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.
- .4 Comply with OSHA, DOSH, county, and city health ordinances and regulations.

10.10 All correspondence on this Project should be directed to \_\_\_\_\_, Project Manager.

10.11 The jobsite address for this Project is: \_\_\_\_\_

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

10.13 Contractor is using the platform PlanGrid as a means for sharing/distributing written information in lieu of some of the more conventional means/methods (fax, email, mail, etc.) in accordance with the General Contract. Notice of available documentation/information will still be given via conventional means but may refer to a source document posted on PlanGrid. PlanGrid is also a means for the Contractor to give information for which the Supplier can refer back to. The required hardware is a PC with internet connection. Supplier will also be required to have a PlanGrid license. If Supplier does not already have PlanGrid licenses, one can be obtained through PlanGrid at their price or from GLY at its current rate per named user license (no sheet limit). A license obtained from GLY shall be good for one (1) year from date of purchase. If a longer time period is needed it can be renewed for an additional year at the then current rate. The annual rate will be updated each year at the beginning of each calendar year. It is Supplier's obligation to contact Contractor to request access to PlanGrid. To do so, please reach out to Project Coordinator. Lastly, Supplier understands and agrees that each employee is to be the sole user of his/her assigned access password and shall not share or disseminate same; any such action shall constitute a breach of this Purchase Order by Supplier and may expose Supplier to termination and/or penalties and/or damages.

10.14 Supplier and any of its sub-tier suppliers shall provide Environmental Product Declarations (EPD) for its materials where available.

10.15 Supplier shall comply with any Contractor, Owner, or government mandate(s) or directive(s) regarding vaccination status and/or testing for contagious illness. When vaccination is required, Supplier assumes full responsibility for vaccination verification of its employees and the employees of any sub-tier supplier and shall complete and/or provide any documentation required. Supplier attests to the truthfulness and accuracy of any declaration and/or verification provided by it or its sub-tier suppliers and further assumes liability and/or responsibility for fines, penalties, claims, losses, damages and/or costs resulting from any inaccuracy or non-compliance. Supplier shall pass this requirement on in full to its sub-tier suppliers, without exception.

10.16 Contractor is using Oracle Textura Payment Management (TPM) system as a means for collecting all Applications for Payment and all supporting documents (including, but not limited to: lien waivers, sworn statements, statutory declarations and the like) for Supplier and its sub-subcontractors and suppliers, shall be in electronic format and shall be submitted to Contractor using the Oracle Textura Payment Management (TPM) system. Supplier shall be responsible for the fees and costs owed associated with its use of TPM. Supplier shall include a similar provision in its sub-subcontracts and purchase orders. Fees to Supplier are calculated as 0.22% (22 basis points) of contract value (plus applicable taxes), with a maximum fee of \$5,000.00. Multiply your contract value by 0.0022 to determine your fee, ex \$100,000 contract will incur a \$220.00 fee (plus applicable taxes). Fees to Suppliers' sub-subcontractors and suppliers are a fixed fee of \$100 per sub-subcontractor or supplier contract.

This Purchase Order Agreement is not assignable by Seller.  
This Purchase Order Agreement 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: <b>GLY Construction, Inc.</b>
By:	By:
Title:	Title: Project Manager



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## 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 Contract, Seller agrees and warrants as follows:
  - 1.1 To furnish the materials described in this Purchase Order 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.
  - 1.2 Full or partial payment shall not be construed as acceptance of defective workmanship or improper materials.
  - 1.3 Buyer's receipt of the materials covered by this Purchase Order shall not constitute waiver of claims for damages due to delay in delivery, defective materials, or materials not in conformity with this Purchase Order. Buyer shall have the right to reject the materials delivered within a reasonable time after delivery and inspection, which shall not be less than ten (10) days.
  - 1.4 Buyer reserves the right to postpone delivery of materials covered by this Purchase Order for a reasonable period of time.
  - 1.5 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 partial payment hereunder until such liens or claims are released or satisfied. Buyer may also withhold payment per subparagraph 2.3 herein.
  - 1.6 Deliveries must be made within the time(s) stated on this Purchase Order. 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 Seller's failure to deliver in accordance with the deadline(s) or schedule established in this Purchase Order.
  - 1.7 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.
  - 1.8 Buyer may (upon written notice) terminate this Purchase Order, with Seller's compensation to be equitably adjusted.
  - 1.9 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.
  - 1.10 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 materials under this Purchase Order.
  - 1.11 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.
  - 1.12 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.
  - 1.13 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.
  - 1.14 Seller agrees to defend and indemnify the Buyer and any other transferee of the materials on the Project from all liability for patent or trademark infringement related to materials furnished hereunder, and/or for costs, damages, claims, judgments and/or injuries to any persons, employees and/or property, in any way caused by Seller or any party for which Seller is responsible. Seller also expressly assumes, with respect to the materials to be furnished hereunder, the liability imposed on Buyer by the General Contract between Buyer and its Project Owner or prime contractor. If there are any claims unsettled upon completion of this Purchase Order, final settlement between Buyer and Seller may be deferred at Buyer's option until such claims are resolved.

Seller agrees to defend, indemnify and hold harmless Buyer and Owner, hereinafter referred to as "Indemnitees" from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this Purchase Order Contract



# PURCHASE ORDER TERMS AND CONDITIONS

by Seller or Seller's agents or employees to the fullest extent permitted by law and subject to the limitations provided below.

Seller's duty to indemnify Indemnitees shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence or concurrent negligence of Indemnitees or the agents or employees of Indemnitees.

Seller's duty to indemnify Indemnitees for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) Indemnitees or the agents or employees of Indemnitees and (b) Seller or Seller's agents or employees, shall apply only to the extent of negligence of Seller or Seller's agents or employees.

Seller specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Purchase Order Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability acts or other employee benefits acts; provided Seller's waiver of immunity by the provisions of this paragraph does not include or extend to any claims by Seller's employees directly against the Seller.

Seller's duty to defend, indemnify and hold Indemnitees harmless shall include, as to all claims, demands, losses and liability to which it applies, personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses.

Seller's duty to defend, indemnify and hold harmless the Contractor and any other indemnified party begins at the time of the incident and may not be rejected pending a legal complaint or demand.

THE UNDERSIGNED HEREBY CERTIFY THAT THIS INDEMNIFICATION OBLIGATION AND THE WAIVER HEREIN OF THE IMMUNITY GRANTED BY THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW WAS MUTUALLY AND SPECIFICALLY NEGOTIATED.

- 1.15 In the event of a dispute under this Purchase Order, the attorney's fees and costs of the substantially prevailing party shall be paid by the other party.
  - 1.16 Seller agrees not to assign any portion of this Purchase Order without the Buyer's written consent.
  - 1.17 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. 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.
  - 1.18 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.
2. Where materials (including manufactured articles) are furnished subject to the provisions of applicable plans and/or specifications pertaining to a General 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 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, 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.
  - 2.4 If shop drawings are required, they shall be prepared and submitted timely, and as required by Buyer.

Seller/Supplier:	Buyer/Contractor: <b>GLY Construction, Inc.</b>
By:	By:
Title:	Title: Project Manager



## EXHIBIT A - INSURANCE REQUIREMENTS

### 1. Supplier Coverage Requirements:

To the fullest extent allowable by law, Supplier shall purchase and maintain such insurance as will protect it from the claims which may arise out of or result from Supplier's operations under this Purchase Order whether such operations be by itself or by any sub-tier subcontractors, suppliers, vendors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Limits shall be all the Insurance Coverage and/or limits carried by or available to the Supplier, the minimum limits as required herein or as required in the General Contract, whichever is greater.

- 1.1 Workers' Compensation and Employer's Liability Insurance (Stop Gap): Supplier and its sub-tier subcontractors shall provide coverage for industrial injury to their employees (or leased employees as applicable) in strict accordance with the provisions of the State or States in which Project Work is performed or where jurisdiction is deemed to be applicable or regulation. Employer's Liability (Washington Stop Gap) insurance shall be provided in amounts as specified below in Section 1.9. Workers' Compensation shall be provided in a statutory form on either a state or, where applicable, federal (U.S. Longshore & Harbor Workers Act, Maritime - Jones Act, etc.) basis as required in the applicable jurisdiction.

A Supplier Employer, qualified as a self-insurer, will be so certified by a letter signed by Corporate officer setting forth the limits of any policy of excess insurance (specific and aggregate showing also self-insured retention) covering its employees.

Owner-Operators and/or Sole Proprietors are required to furnish proof of Workers' Compensation Insurance, notwithstanding any statutory exemptions.

- 1.2 General Liability Insurance: Commercial general liability coverage shall be no less broad than ISO policy form CG 00 01 12 07 which shall include but not be limited to products/completed operations; premises and operations; blanket contractual; advertising/personal injury; independent contractors. Coverage shall be on an occurrence form, (including any umbrella/excess). Minimum limits of liability shall not be less than the amounts specified below in Section 1.9.
- .a No exclusions for subsidence shall apply.
  - .b No exclusion for damage to work performed by Suppliers (CG 22 94 or similar) shall be attached to the policies.
  - .c No exclusions for cross liability for any person / organization.
  - .d No exclusion for explosion, collapse, underground hazards, and liability assumed under an insured contract (including tort liability of another assumed in a business contract).
  - .e No removal or limitation of the "Damage to Your Work" exclusion exception if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.
  - .f No residential exclusion (if residential work is performed).
  - .g If any work or operations are within fifty feet of any railroad (including any light rail, fixed rail, or other rail system), Supplier shall obtain Contractual Liability - Railroads Endorsement - CG 24 17 or its equivalent.
  - .h Professional Liability Exclusion shall include exception for Construction Means and Methods (CG 22 79 or CG 22 80 or their equivalents).
  - .i Deductibles and/or Self-Insured Retentions shall be made known and acceptability determined at the sole discretion of Contractor.
- 1.3 Commercial Automobile Liability Insurance: Coverage for any owned, non-owned or hired autos. Provided per ISO CA 00 01 or its equivalent with limits not less than the amount specified below in Section 1.9.
- .a Coverage shall apply to all owned autos and including hired and non-owned autos.
  - .b If applicable, broadened pollution for covered autos shall apply per ISO CA 99 48 or its equivalent.
  - .c If any work or operations are within fifty feet of any railroad (including any light rail, fixed rail, or other rail system), Supplier shall obtain Construction Liability - Railroads Endorsement - CA 20 70 or its equivalent.
- 1.4 Commercial Umbrella/Excess Insurance: Commercial umbrella/excess liability insurance for bodily injury and property damage liability over Supplier's primary Commercial General Liability, Business Auto Liability and Employers Liability with limits available to the Project in the amount specified in Section 1.9 below. All coverage terms required under the Commercial General Liability, Business Auto Liability and Employers Liability shown above must be included on the Umbrella Liability policy.



# EXHIBIT A - INSURANCE REQUIREMENTS

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1.5 Contractor's Pollution Liability (CPL): If required under Section 1.9 below, Supplier shall provide evidence of Pollution Liability; specifically including coverage for mold, covering all operations necessary or incidental to the fulfillment of all contract obligations hereunder. Supplier's coverage shall expressly extend the definition of pollutant to include Microbial Matter. Microbial Matter includes, but is not limited to, fungi or bacterial matter including, but not limited to, mold, mildew and viruses, whether or not the Microbial Matter is living. Such insurance shall provide coverage for bodily injury, property damage (including loss of use of damaged property or of property that has not been physically injured), clean-up costs and remediation expenses (including costs for investigation, sampling, characterization, and monitoring), legal costs, defense costs, natural resource damage, transportation of pollutants on and off the project site, and non-owned disposal site liability if Supplier's scope of work (or Supplier's sub-tier subcontractors, suppliers, vendors or consultants) includes the responsibility of manifesting and disposing of contaminated material or waste from its activities. Coverage shall also extend to pollution conditions arising out of the Supplier's operations including coverage for sudden as well as gradual release arising from Supplier's operations including operations of any of its sub-tier subcontractors, suppliers, vendors or consultants. Such insurance shall provide coverage for wrongful acts, which may arise from all activities from the first point of Supplier engagement. Such insurance shall be in the amount specified in Section 1.9 below.

1.6 Professional Liability Insurance (E and O): If required under Section 1.9 below, Supplier shall provide evidence of professional liability insurance covering claims that arise from the actual or alleged errors, omissions or acts of the Supplier or any entity for which the Supplier is legally responsible, for the provision of all professional services necessary or incidental to the fulfillment of all contract obligations hereunder. Such insurance shall be in the amount specified in Section 1.9 below.

Coverages shall not include any exclusion or other limitations related to scopes of services or project type or construction type, or delays in project completion and cost overruns. Supplier is required to provide notice to the Contractor if their Professional Liability limits are impaired by payments or reserves for claims or expenses in excess of 10% of the policy limit, regardless of whether such payments or reserves are related to work performed for this Project. Contractor is required to then provide written notice to Owner of such impairment.

1.7 Riggers Liability: Should Supplier's work involve the moving, lifting, lowering, rigging or hoisting of property or equipment, Supplier shall carry Rigger's Liability Insurance to insure against physical loss or damage to the property or equipment.

1.8 Other Coverages: Supplier shall procure and maintain, or cause to be secured and maintained as may be identified as appropriate to the work under this Purchase Order, additional coverages as required under Section 1.9. Such coverage may include, but is not limited to:

- a Aircraft Liability - If Supplier (or its sub-tier subcontractors or suppliers, regardless of tier) use any owned, leased, chartered or hired aircraft of any type or any unmanned aerial vehicle (drones) in the performance of this contract, they shall maintain aircraft liability including Passenger Liability. Coverage shall be on an occurrence basis and include bodily injury, property damage, personal & advertising injury and products/completed operations coverage in the amounts specified below.

1.9 Policy Limits: The following minimum policy limits must be met. In the event where the general liability, automobile liability, and/or employers liability limits cannot be met, umbrella/excess liability may be used to meet the required limits. Coverage must be on a follow form basis and be primary / non-contributory as noted above. If the policy does not have an endorsement providing that the general aggregate limit applies separately to this Project, or if defense costs are included in the general aggregate limit, then the required aggregate limits shall be increased by \$1,000,000. All coverages and endorsements must be in effect prior to commencement of Work and remain in effect, renewed and reissued as necessary, for a minimum of six years beyond substantial completion of the Project or the period of time Supplier may be held legally liable for its Work, whichever is longer.

Commercial General Liability, General Aggregate .....	\$ 2,000,000
Products - Completed Ops Aggregate .....	\$ 2,000,000
Personal and Advertising Injury .....	\$ 1,000,000
Each Occurrence.....	\$ 1,000,000
Auto Liability .....	\$ 1,000,000
Washington Stop Gap (Employers Liability).....	\$ 1,000,000
Contractor's Pollution Liability, General Aggregate .....	\$ TBD by GLY on case by case basis
Umbrella / Excess Liability .....	\$ TBD by GLY on case by case basis
Professional Liability (Errors and Omissions), General Aggregate .....	\$ TBD by GLY on case by case basis



## EXHIBIT A - INSURANCE REQUIREMENTS

- 1.10 Additional Insureds: The following will be included as additional insured(s) on a primary/non-contributory basis for both ongoing and products/completed operations basis on all required liability coverages with the exception of Workers Compensation and Professional Liability:

**GLY Construction, Inc., \_\_\_\_\_ and their respective officers, directors and employees**

General Liability Additional Insured forms CG 20 10 10/01 and CG 20 37 10/01 or their equivalents must be utilized. Additional Insured status shall be for the full limits carried, not limited to the minimum acceptable as required herein. Supplier's insurance shall be Primary as respect to Contractor and Owner, and any other insurance maintained by Contractor and Owner shall be excess and not contributing insurance with Supplier's insurance until such time as all limit available under the Supplier's insurance policies have been exhausted.

Additional Insured endorsements that contain comparative fault, vicarious liability or sole negligence limitations of the Contractor / Owner or any other party required by the Purchase Order, will not be accepted.

It is further agreed that the additional insured coverage required under this Purchase Order shall not be subject to any Defense Costs Endorsements such as Form IL 01 23 11 13, allowing for the recovery of defense costs by the insurer if the insurer initially pays defense costs but later determines the claims are not covered.

Contractor reserves the right, in its sole and subjective discretion, to reject any Additional Insured forms that are deemed not equivalent to what is required herein.

1.11 Other provisions:

- .a The Supplier acknowledges and understands that the purchase and maintenance of this insurance shall not release the Supplier from its respective obligations or liabilities in connection with this Purchase Order or the General Contract. Furthermore, the Supplier is responsible for any losses, claims, and costs of any kind, which exceed the limits of liability or which may be outside the coverage scope of the policy.
- .b To the fullest extent allowable by law, all insurance maintained by Supplier shall include a waiver of any rights of subrogation of the insurers themselves thereunder against all parties required in 1.10 above.
- .c All coverages shall be written with carriers with an A.M. Best rating of A- VII or better or acceptable to Contractor at its sole discretion.
- .d Should any of the described policies be cancelled before the expiration date thereof, notice will be delivered to Contractor in accordance with the policy provisions or such longer time as required by law.
- .e Certificates of insurance shall be provided to Contractor evidencing all required coverages and limits. Copies of all additional insured, primary/non-contributory and waiver of subrogation forms / provisions shall be attached.
- .f If requested by the Contractor, Supplier shall provide a certified and true copy of any or all policies.
- .g Acceptance of the certificates or endorsements by the Contractor shall not constitute a waiver of Supplier's obligations hereunder.
- .h It is the Supplier's sole responsibility to require and monitor compliance and appropriate coverage and minimum limits as required herein for all sub-tier subcontractors, suppliers, and vendors. For any coverage required herein where the Supplier shall name Contractor and Owner as additional insured(s) the Supplier shall require its sub-tiers to name as additional insured(s).
- .i Completed operations coverage along with additional insured status shall be maintained for a minimum of the applicable statute of repose or limitation or the amount of time Supplier may be held legally liable for its work or work performed on its behalf, whichever is greater.
- .j If Supplier fails to secure and/or pay the premiums for any of the policies of insurance required herein, or fails to maintain such insurance, Contractor may, in addition to any other rights it may have under this Purchase Order or at law or in equity, terminate this Purchase Order or secure such policies or policies of insurance for the account of Supplier and charge Supplier for the premiums paid therefore, or withhold the amount thereof from sums otherwise due from Contractor to Supplier. Neither the Contractor's rights to secure such policy or policies nor the securing thereof by Contractor shall constitute an undertaking by Contractor on behalf of or for the benefit of Supplier or others to determine or warrant that such policies are in effect.
- .k Any obligation of any insurer to an Additional Insured(s) shall begin at the time of the incident and may not be rejected pending a legal complaint or demand.



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## EXHIBIT A - INSURANCE REQUIREMENTS

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.1 Contractor, upon request, shall be afforded counsel separate from Supplier in all matters whereby Contractor is entitled to indemnity, defense and/or additional insured status by the terms of this Agreement.

1.12 Certificates of Insurance: Certificates of Insurance with applicable endorsements are strictly required under this Agreement. Supplier will be required to leave the Jobsite, assuming risk of resulting penalties, liabilities or damages associated therewith, and payments will be held until the following insurance requirements are met and a certificate of insurance with applicable endorsements evidencing such coverage is provided to Contractor.

.1 If Supplier is working on multiple projects for Contractor, Supplier shall provide blanket coverage showing maximum limits and include "for any and all projects contracted with GLY Construction Inc." in the description of operations box. If this cannot be provided, Contractor will accept a certificate referencing GLY job number \_\_\_\_\_ and job name \_\_\_\_\_. Supplier shall have the Certificate of Insurance completed with the Certificate Holder listed as:

GLY Construction, Inc.  
c/o IMA Certificate Compliance  
1705 17th Street, Suite 100  
Denver, CO 80202

.2 Supplier must provide required additional insured endorsements along with the Certificate in order to have met its obligations under this provision.

.3 Supplier will receive an e-mail from TrustLayer. Follow the instructions therein to upload the certificate and additional insured endorsements. Certificates received through the mail or via email will not be accepted. If your broker has questions, they may contact IMA directly at [certificatecompliance@imacorp.com](mailto:certificatecompliance@imacorp.com).



CONSTRUCTION

# PROGRESS BILLING FORM

## Application For Payment

Buyer/Contractor: GLY Construction, Inc.  
P.O. Box 6728  
Bellevue, WA 98008-0728

Job Name: \_\_\_\_\_  
GLY Project Manager: \_\_\_\_\_  
Phone No 425.451.8877 | Fax No: 425.519.4395

Application No: \_\_\_\_\_  
Your Invoice No: \_\_\_\_\_

Seller/Supplier: \_\_\_\_\_

Complete Thru Date: \_\_\_\_\_

AR Contact: \_\_\_\_\_

Phone | e-mail: \_\_\_\_\_ | \_\_\_\_\_

GLY Job No: \_\_\_\_\_ | Purchase Order No: \_\_\_\_\_

Schedule of Values:

A	B	C	D	E	F	G	H
CSI Code	Description	Scheduled Value	Previously Billed	This Application Completed	Total Complete Contract to Date	% Complete	Balance to Finish
	<b>BASE PURCHASE ORDER SCOPE</b>						
	Subtotal Original Contract						
	<b>Change Orders - Approved/Issued Only</b>						
	Change Order #						
	Change Order #						
	Change Order #						
	Change Order #						
	Change Order #						
	Subtotal Change Orders						
	Total						

**INTERIM LEIN/CLAIM WAIVER**

From:

Project:  
Number:

(Project Name)

(Vendor Address)

(Project Address)

Contact Person:

Project Manager:

Contact Telephone:

Project  
Accountant  
Project 425-451-8877  
Telephone:  
Subcontract #:

CONDITIONAL RELEASE		UNCONDITIONAL RELEASE	
<p>The undersigned does hereby acknowledge that upon receipt by the undersigned of a check from: <b>GLY Construction, Inc.</b> in the sum of: \$_____ and when the check has been properly endorsed and has been paid by the bank upon which it was drawn, this document shall become effective to release pro tanto any and all claims and rights of lien which the undersigned has on the above referenced job. This release covers a progress payment for labor, services equipment, materials furnished and/or claims through _____ only and does not cover any retention or items furnished after that date. Before any receipt of this document relies on it said party and should verify evidence of payment to the undersigned.</p>		<p>The undersigned does hereby acknowledge that the undersigned has received progress payments in the sum of \$_____ for labor, services, equipment or materials furnished to the above referenced job and does hereby release pro tanto any and all claims and rights of lien which the undersigned has on the above referenced job. This release covers all payment for labor, services, equipment, materials furnished and/or claims to the above referenced job through date: _____ and does not cover any retention or items furnished after that date.</p> <p>NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.</p>	
<p>I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF WASHINGTON THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.</p>		<p>I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF WASHINGTON THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.</p>	
<p>Signature:</p>		<p>Signature:</p>	
<p>(Authorized Person/Corporate Officer/Partner/Owner)</p>		<p>(Authorized Person/Corporate Officer/Partner/Owner)</p>	
<p>(Title)</p>		<p>(Title)</p>	
<p>Dated this:</p>		<p>Dated this:</p>	
<p>at:</p>		<p>at:</p>	
<p>Subscribed and sworn before me day and year above first written:</p>			
<p>By:</p>			
<p>Notary Public For:</p>			

**TIER SUPPLIER/CONTRACTOR WAIVER & RELEASE OF LIEN**

GLY Project Name:

GLY Project Number:

Project Location:

Subcontract Number:

To: GLY Construction, Inc.  
P.O. Box 6728  
Bellevue, Washington 98008-0728

From: \_\_\_\_\_

Tier to:

The undersigned hereby warrants and represents that, with the exception of retention (if any) the undersigned has been paid in full through the period ended \_\_\_\_\_

The undersigned further warrants that they have paid all wages, bills for material, equipment, services, supplies and subcontractors for the Project for the above referenced period, and that all taxes, fees and contributions owing in connection therewith have been paid.

The undersigned does hereby release all mechanic's lien, stop notice, equitable lien and labor and material bond rights against the above described Project to the extent of work performed and amounts paid as indicated above. This release is for the benefit of, and may be relied upon by, GLY Construction, Inc., the owner, the prime contractor, the construction or permanent lender, and the principal and surety on any labor and material bond.

<p>Sign in this area if this is a waiver through the above referenced period.</p> <p>Signed: _____ (Tier Name)</p> <p>By: _____</p> <p>Dated: _____</p>
<p>Sign in this area if this is a Final Waiver and you have been paid in full.</p> <p>Signed: _____ (Tier Name)</p> <p>By: _____</p> <p>Dated: _____</p>

Notary Public:

Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20

By: \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_, residing in \_\_\_\_\_

My commission expires: \_\_\_\_\_