



To receive payment, all shipments of materials which contain "Hazardous chemicals," as defined in the Code of Federal regulations, Title 29, Part 1926, Section 1926.59 must be accompanied by a material safety data sheet (MSDS) for each product shipped. No materials will be accepted or invoices paid unless the required MSDS's are received. (MSDS means OSHA Form 174 or the equivalent).

Project Number: **Enter Project Number**

Form 'B' Order Number: **Enter E1 Order Number**

Date: **Enter Date of Order**

Enter Legal Name of Provider

COMPANY: **Granite Entity**

Address

City, State, Zip

Phone Number

SHIP / DELIVER TO: **Enter Ship/ Deliver to Name**

A T : **Address**

TO ENSURE PROPER PAYMENT
PLEASE PROVIDE THE PURCHASE ORDER
NUMBER ON ALL INVOICES AND DELIVERY
RECEIPTS.

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Enter Tax Percent STATE: **Enter Tax ST**
 EXEMPT RESALE

REASON:

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DELIVERY DATE: **Enter Delivery Date(s)**

FREIGHT TERMS: **Enter Freight Terms**

F.O.B.: **FOB?**

JOB DESCRIPTION:

Enter Description of Project.

PURCHASE ORDER DESCRIPTION:

Furnish and deliver the following items per the terms and conditions appearing in this Purchase Order including the PURCHASE ORDER TERMS AND CONDITIONS on the following page(s). Any reference herein to any proposal or documentation from Provider is solely for the purpose of specifying basic information concerning price, description of items, and quantities.

Item No.	Cost Code	Client Item	Item Description	Approximate Quantity	U.M.	Unit Price	Approximate Total
1						\$0.00	\$ 0.00
2						\$0.00	\$ 0.00
3						\$0.00	\$ 0.00
4						\$0.00	\$ 0.00
5						\$0.00	\$ 0.00
Approximate Total:							\$ 0.00

- 1) **Enter specific requirements for the Goods, plus inclusions and exclusions here.**
- 2)

Company _____

Provider _____

GRANITE ENTITY

Company

Signature: _____

Name: _____
Please Print

Title: _____
Please Print

Date: _____

ENTER LEGAL NAME OF PROVIDER

Provider

Signature: _____

Name: _____
Please Print

Title: _____
Please Print

Date: _____

Company _____
Provider _____



PURCHASE ORDER TERMS AND CONDITIONS

This purchase order (“**Order**”) is entered into as of **Enter Effective Date of PO** by and between **Granite Construction Company** (hereafter “**Company**”) and **Enter Legal Name of Provider** whose address is **Enter Provider’s Address** (hereafter “**Provider**”).

Company has entered into or is about to enter into a contract with **Enter Name of Project Owner** (hereafter “**Client**”) for the performance of certain work (including the delivery of materials and/or incorporation of materials into the Project (described below)) more particularly described in such contract (hereafter “**Contract**”) for work on the Project (described below). The Contract includes, but is not limited to, documents incorporated by reference or otherwise attached to the Contract, including the general, supplementary, special and other terms and conditions and the addenda, plans, drawings, specifications, maps and such other documents identified and included as part of the Contract.

This Order, all attachments to this Order (including the Special Conditions under **Attachment A.1** and/or Supporting Documents under **Attachment A.2** if any), and all documents referenced in such attachments or identified in this Order and those portions of the Contract which are applicable to the Goods (defined below) are hereafter referred to as the “**Order Documents**”. The Order Documents not physically attached to the Order will be provided to Provider upon the request of Provider or Provider may review them in Company’s office during normal business hours.

The project (hereafter “**Project**”) is generally described as follows: **Enter Description of Project**

Provider shall furnish the goods, material and/or services (“**Goods**”) at the price or prices identified or described on the face of this Order subject to and in accordance with the requirements of this Order and all other Order Documents.

1.0 PROVIDER'S ACCEPTANCE. Company shall not be bound by this Order until Provider executes and delivers this Order to Company and Company executes the Order. Provider shall be bound by this Order and its terms and conditions when it executes and delivers the Order or when it delivers to Company any of the Goods. However, if this Order is signed before Company is awarded the Contract for which the Goods are being procured, then this Order shall constitute a pre-award agreement binding on the parties hereto except that if no such award is made, this Order shall have no effect. Any additional or different terms proposed either orally or in writing by the Provider (e.g. contained in any Provider proposal, quotation or forms contract) or accompanying Provider's performance (including delivery tickets) are rejected and shall be of no force or effect unless expressly assented to in writing by Company. Provider shall (i) be bound and obligated to Company by the terms and conditions of the Order Documents and (ii) assume toward Company all obligations, liabilities and responsibilities that Company, by the Contract, has assumed toward Client as it applies to Provider and the assembly, manufacture and/or delivery of Goods. Company shall have all rights, remedies, redress and limitations in respect to Provider and the Goods which Client and its agents have against Company under the Contract or by Law (as defined in Article 10.0). Any and all decisions or interpretations by Client or its agents relative to interpretation of the Order Documents or any ambiguity or discrepancy therein as it applies to obligations or responsibilities of Provider or the Goods shall be binding on the Provider to the same extent such decisions or interpretations are binding on Company. In the event of conflict between the Contract and the Order, the Contract shall be controlling except with respect to the independent relationship between Company and Provider, which shall be governed by the Order.

2.0 SHIPMENT AND DELIVERY. At Provider’s cost, Goods shall be delivered to the address or location specified in this Order (“**Delivery Location**”), or to such other location as Company may hereafter direct in writing. Title passes to Company upon delivery of conforming Goods to the Delivery Location. Provider bears all risk of loss or damage to the Goods until Company accepts the Goods. Provider shall provide an itemized shipping list and bill of lading with each delivery of Goods. The shipping list must reference the Company, this Order Number, if any, and the Company’s Job Number and such other information as Company may direct. Provider must supply one (1) extra copy of the shipping list for Client.

3.0 THE GOODS. No substitutions shall be made in the Goods unless explicitly permitted by the Company in writing and under the terms of the Order Documents. All Goods provided under this Order shall conform to the requirements of the Contract and all other Order Documents. In the event Goods are to be furnished in bulk or by an estimated measurement, the quantities set out in this Order are approximate only. This Order is intended to cover the actual quantity of Goods required by Company for the Project at the price(s) indicated. Company shall be under no obligation to purchase or accept any Goods not actually required for the Project in Company’s sole discretion or otherwise unwanted. With no effect of the pricing set forth in this Order, Provider shall furnish any quantity of Goods that is required by Company’s project work or otherwise by Contract, whether the quantity required is more or less than the quantity set forth herein. With respect to any Goods provided by Provider under this Order which consist of, or are comprised, in whole or in part, of intellectual property rights (including, without limitation, software), Provider grants to Company, Company’s Client and any and all successors to Company and Company’s Client, their subsidiaries and affiliates (including all owners of all or any portion of the Project or the Goods now or in the future) and any of their employees, and agents a non-exclusive right and license to use the Goods, subject only to the terms and conditions of this Order. Provider represents and warrants that it has the right to grant the license and the rights referred to herein. Provider acknowledges that Company is relying on such representation and warranty in the execution of this Order.

4.0 SCHEDULE.

4.1 Provider shall furnish the Goods in accordance with Company’s timeline established for the Goods including any revisions (“**Schedule**”). The Goods shall be furnished in such manner and sequence as necessary to conform to the Schedule including any milestones required by the Schedule. The Parties shall meet in a good faith effort to resolve any scheduling differences including the sequencing and delivery of the Goods. Provider will timely coordinate the delivery of Goods with Company and others so as not to delay, hinder, or impair the Schedule. However, Provider recognizes that Company must meet the Client’s schedule and shall abide by a final determination made by Company, with respect to the Schedule.

4.2 Provider acknowledges that, as construction progresses, it may be necessary for Company to revise the Schedule due to unanticipated delays, occurrences or other unknown impacts to the Schedule. Provider will furnish the Goods as necessary to meet the revised Schedule and will provide sufficient resources to meet such Schedule. If Provider fails to meet the Schedule due to non-excusable events then Provider, at its expense, will immediately provide additional resources and work additional shifts or overtime as required by Company so as to maintain the Schedule. Provider shall be responsible for all expenses and damages incurred by Company, resulting from Provider’s failure to timely conform to the Schedule, including,

Company _____
 Provider _____

but not limited to liquidated and/or actual damages asserted by Client.

4.3 If Provider is delayed in the delivery of the Goods by any act or omission of Client, its other contractors or agents (including design professionals) or other events beyond the control of Provider and not due to the fault of Provider, Provider shall be entitled to relief only to the extent that such relief (including costs) is received by Company from Client and only if Provider shall have given written notice to Company in writing in sufficient time and form to allow Company to process such claims as required by the Contract.

5.0 **PROGRESS AND FINAL PAYMENTS.** Provider shall submit invoices at the intervals directed by Company, together with affidavits, releases, waivers, bonds, and other documents required by the Contract, or otherwise requested by Company, and related to the Goods covered by such invoice. Unless otherwise required by law, Company shall pay Provider within ten (10) days following receipt of corresponding payment from Client. Company shall withhold retention in the lesser of (i) ten percent (10%), (ii) the maximum amount of retention allowed by Law, or (iii) the maximum amount of retention withheld from Company under the Contract. Company has no obligation to make any payment to Provider unless Provider, in Company's opinion, is in full compliance with all requirements of this Order. Unless otherwise required by law, Provider shall bear the risk of nonpayment by the Client, as the Client is the source of funding for the Goods and payment to Provider shall be wholly contingent upon Company's receipt of payment from Client. Provider shall promptly pay for all labor, equipment, and materials furnished in supplying the Goods. Company is entitled and authorized to (a) withhold from any amount otherwise owed Provider the amount of any claim for payment of labor, equipment, or materials allegedly furnished in supplying the Goods, (b) make payment to Provider and any such claimant by joint check, (c) pay any such claimant directly from funds owed Provider, and (d) withhold from any amount otherwise owed Provider an amount sufficient to compensate for any breach of this Order or as otherwise allowed by law, including any liquidated damages, from any amount owed to Provider. No payment shall operate as an acceptance of the Goods.

6.0 **SET-OFF.** To the fullest extent permitted by Law and without prejudice to any other right or remedy it may have, Company and/or its affiliates may set off any amount owing to it by Provider against any amount payable by Company to Provider under this Order, or pursuant to any other agreement between Company and/or its affiliates and Provider.

7.0 **TRUST FUNDS.** All funds paid by or to Provider from Company or a third party, with respect to the Goods or any portion of the Goods sold to Company hereunder, shall be deemed in trust for the payment of all Goods and all component pieces of the Goods, and such funds shall not become the property of Provider nor may any portion of such funds be used by Provider for any other purpose, until full payment is made by Provider to its suppliers for all Goods or component pieces of the Goods sold by Provider to Company hereunder.

8.0 **INSURANCE.** Provider shall, and shall cause each of its lower-tier suppliers to, maintain: (i) worker's compensation and employer's liability insurance; (ii) comprehensive automobile liability insurance; (iii) general liability insurance (including product liability and completed operations coverage); (iv) property damage insurance; (v) Excess-Umbrella coverage; and (vi) any other insurance required by the Contract on a primary and non-contributory basis. If required by the Contract or as enumerated in the Order, Provider shall be required to provide pollution, builder's risk, and/or professional liability insurance. All insurance shall be written by insurers with an A.M. Best rating of at least A / VII. The minimum required limits shall be no less than: Workers Compensation Coverage as required by law; Employers Liability-\$1,000,000; Auto Liability-\$2,000,000; General Liability-\$2,000,000 per occurrence/\$4,000,000 aggregate per project. Excess/Umbrella coverage may be used to satisfy the required limits. All insurance shall provide coverage on an "occurrence" basis. Provider must provide written notification and receive Company approval for deductibles or self-insured retentions in excess of \$250,000. If Provider is providing any professional services, including but not limited to, design, architecture, engineering, testing, surveying, or design/build services, Provider shall provide Professional Liability insurance with minimum limits of \$2,000,000 per Claim / Aggregate. If coverage is issued on a claims-made form, such coverage shall apply with a retroactive date to reflect the date in which professional services commenced under this Order or else include an extended reporting period for the equivalent number of years. Provider agrees to continue to procure and maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the Project completion. Provider shall name, on a primary basis, Client, Company, its parent, affiliates, and their respective officers, employees, agents, insurers, consultants, sureties, and any other persons or entities required under the Contract, as additional insured(s), by endorsement to all policies of Provider, except for worker's compensation and professional liability (if professional liability is required). The policies shall provide for Company's defense and indemnify Company from all claims, expenses and liabilities in any way connected with any act or omission of Provider, its invitees, or any person performing work or supplying Goods directly or indirectly on behalf of Provider, regardless of whether Company is partially at fault. Client, as well as any other entities required under the Contract, shall also be named as an additional insured. To the extent permitted by law all insurance shall expressly provide that all rights of subrogation against the Company and any additional insured are waived and that no amendment or cancellation of any policy shall be effective until 30 days after prior written notice to Company. Before starting performance under the Order and at any time Company requests, Provider shall furnish certificates of insurance (ACORD form 25) evidencing the required insurance including endorsements. Neither supplying Goods by Provider nor payment by Company shall diminish Provider's duty to maintain the required insurance. The additional insured endorsement required herein shall be written on ISO form CG 20 10 11 85 or ISO form CG 20 10 10 01 in combination with ISO form CG 20 37 10 01 or the equivalent (as determined solely by Company). The insurance requirements set forth herein shall not limit Provider's liability or responsibility under this Agreement nor shall they be construed to be the types or amounts of insurance Provider should maintain to adequately insure itself.

9.0 **INDEMNITY. TO THE FULLEST EXTENT PERMITTED BY LAW, PROVIDER SHALL DEFEND, INDEMNIFY AND HOLD client, COMPANY, ITS PARENT, AFFILIATES, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, INSURERS, SURETIES, AND AFFILIATED CORPORATIONS, and any other person or entities required under the contract, HARMLESS FROM ANY AND ALL LOSSES, CONSEQUENTIAL DAMAGES, EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS', CONSULTANTS' AND EXPERTS' FEES), CLAIMS, SUITS, LIABILITIES, FINES, PENALTIES, AND REMEDIAL OR CLEAN-UP COSTS ARISING OUT OF OR IN ANY WAY RELATED TO: (I) THE GOODS; (II) ANY BREACH OF THIS ORDER; OR (III) ANY ACT OR OMISSION BY PROVIDER, ITS INVITEES, OR ANY PERSON PROVIDING THE GOODS DIRECTLY OR INDIRECTLY ON BEHALF OF PROVIDER,**

Company _____

Provider _____

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REGARDLESS OF WHETHER COMPANY IS PARTIALLY AT FAULT. ANY DAMAGES RECOVERABLE BY COMPANY FROM PROVIDER SHALL BEAR INTEREST AT THE ANNUAL RATE OF 18%, OR THE HIGHEST RATE ALLOWED BY LAW, IF LOWER. PROVIDER HEREBY AGREES THAT ITS AGREEMENT PRICE INCLUDES SEPARATE CONSIDERATION FOR PROVIDER'S DEFENSE AND INDEMNITY OBLIGATIONS. SUCH AMOUNT SHALL BE DEEMED PAID OUT OF THE FIRST PAYMENT PAID HEREUNDER.

10.0 LAWS. Provider shall comply with all applicable laws, ordinances, statutes, rules and regulations, federal, state, county and municipal, and rulings or directives of any public agency or body including those relating to the environment, wages (including, if required, the timely payment of prevailing wages (and the timely submission of certified payrolls) or benefit payments, hours, safety, equal employment opportunity and working conditions or which pertain to the Work (herein "Laws" or "Law"). Provider represents and warrants that it holds all required licenses required by Law and necessary for Provider to perform its obligations and responsibilities under the Order Documents. Provider shall procure and pay for all licenses, inspections, and permits required by any public body or agency with respect to the Goods. Provider warrants that the Goods have been and will be produced and/or supplied in full compliance with all applicable federal, state, and local laws, statutes, regulations and ordinances, including in particular those related to labor standards, wage and hour, safety (e.g. OSHA), affirmative action and equal opportunity (including Executive Order 11246), rehabilitation (including the Rehabilitation Act of 1973 and the Americans with Disabilities Act), veterans (including affirmative action for disabled and Vietnam veterans), environment (including the Resource Conservation and Recovery Act and the Hazardous and Solid Waste Amendment), non-segregation, and employment of woman-owned and small disadvantaged enterprises. If Provider is to perform as a Disadvantaged, Veteran or service Disabled Veteran, Small, Minority or Female-Owned Business Enterprise ("DBE"), Provider (i) shall ensure that all Goods required by this Order are supplied by Provider's own forces, except for orders subcontracted to others with Company's prior written consent and (ii) shall comply with all applicable federal, state, and local laws, regulations and ordinances governing Provider's performance and continuing certification as a DBE so that its performance shall count toward Company's DBE requirements in the Contract. To the extent required by law, Provider certifies that it will comply with the Required Contract Provisions for Federal-Aid Construction Contracts outlined in Form FHWA-1273. Where applicable, a copy of the Form FHWA-1273 is attached to and incorporated into this Order and shall be incorporated into any of Provider's subcontracts or supply agreements. To the extent required by law, Company and Provider shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered entities take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Pursuant to 49 CFR 26.13, Provider shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Order. Where required by law, the Provider shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Provider to carry out these requirements is a material breach of this Order, which may result in the termination of this Order or such other remedy as the Company deems appropriate. Failure by the Provider to carry out these requirements shall constitute a material breach of this Order. In the event any provision of this Order shall at any time contravene any applicable law then such provision shall remain in effect to the extent permitted by such Law and all other provisions of this Order shall remain in full force and effect.

11.0 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS ORDER. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANTICIPATED PROFITS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF COMPANY'S PERFORMANCE OR FAILURE TO PERFORM HEREUNDER. COMPANY'S LIABILITY ON ANY CLAIM OF ANY KIND OR FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS ORDER SHALL IN NO CASE EXCEED THAT PORTION OF THE ORDER PRICE ALLOCABLE TO THE GOODS OR SERVICES OR PORTION THEREOF WHICH GIVE RISE TO THE CLAIM. ANY ACTION BY PROVIDER AGAINST COMPANY ARISING FROM THIS ORDER, INCLUDING COMPANY'S BREACH THEREOF, MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED OR SHALL BE DEEMED WAIVED.

12.0 CHANGES. Company, for its convenience, may, at any time, by written directive, make changes with respect to the Goods including, without limitation, additions to or deductions from quantities, changes to designs, specifications, materials, packaging, time and place of delivery and method of transportation. Upon the request of Company, Provider shall, within two (2) business days of the request, provide Company with a written detailed analysis of the estimated cost and/or time impact of any proposed changes. If any such changes cause an increase or decrease in cost or time required for performance of the Order, an equitable adjustment, as the parties mutually agree, shall be made in the Order. If the parties are unable to agree, Provider, if directed by Company, shall promptly proceed with the change directive and the matter will be resolved in accordance with Article 13.0 of this Order. No change, suspension or termination shall relieve Provider of any of its obligations as to any material shipped prior to Provider's receipt of the change, termination, or suspension directive and no changes shall be deemed made unless and until authorized in writing by Company. If the change directive originates with a third party (including the Client) to whom Company is contractually obligated, the Provider shall comply with such change directive and the price or time of performance hereunder shall only be adjusted to the extent allowed by such third party.

13.0 DISPUTE RESOLUTION. ANY CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATED TO THIS ORDER, INCLUDING COMPANY'S BREACH THEREOF, MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED OR SHALL BE DEEMED WAIVED. ALL SUCH CLAIMS OR CONTROVERSIES SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE WHERE THE PROJECT IS LOCATED; PROVIDED, HOWEVER, A PANEL OF THREE ARBITRATORS SHALL RESOLVE ALL DISPUTES WHERE THE AMOUNT IN CONTROVERSY EXCEEDS \$5 MILLION ("LARGE DISPUTES"). THE AMERICAN ARBITRATION ASSOCIATION (AAA) SHALL CONDUCT THE ARBITRATION PURSUANT TO AAA'S CONSTRUCTION INDUSTRY ARBITRATION RULES. THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. NOTWITHSTANDING ANY LANGUAGE TO

Company _____
 Provider _____

THE CONTRARY IN THE ORDER DOCUMENTS, THE PARTIES AGREE: THAT THE UNDERLYING AWARD MAY BE APPEALED PURSUANT TO THE AAA'S OPTIONAL APPELLATE ARBITRATION RULES ("APPELLATE RULES"); THAT THE UNDERLYING AWARD RENDERED BY THE ARBITRATOR(S) SHALL, AT A MINIMUM, BE A REASONED AWARD; AND THAT THE UNDERLYING AWARD SHALL NOT BE CONSIDERED FINAL UNTIL AFTER THE TIME FOR FILING THE NOTICE OF APPEAL PURSUANT TO THE APPELLATE RULES HAS EXPIRED. EACH PARTY AFFIRMATIVELY AGREES TO THE ARBITRATION PROVISION SET FORTH HEREIN AND INTENDS THAT THIS PARAGRAPH SATISFY THE ARBITRATION REQUIREMENTS OF ANY APPLICABLE LAW.

14.0 PRECAUTIONS. Provider shall be solely responsible for providing a safe place to work for Provider's employees and for employees of its subcontractors and suppliers (hereafter "**Employees**"). Provider shall take all necessary steps to protect Employees from risk of harm or injury and shall be responsible for any conditions that present a risk of occupational injury or illness to Employees and shall not be relieved of such responsibility by any acts or omissions of Company. Provider shall continuously inspect the site of assembly, production, manufacture and/or storage of the Goods, (including the adequacy of and required use of all safety equipment) to discover and determine any conditions which pose a risk of bodily harm to Employees or other persons on site or a risk of damage to property (including, the property of Client, Company and/or third parties) or a violation of any applicable Laws. With regard to industrial safety, Provider's obligations are independent obligations and Provider is vested with the authority and shall take all precautions which are necessary and adequate to protect against and/or correct any such conditions immediately upon first becoming aware of the existence of such conditions whether by Provider's discovery of such conditions or being made aware of the existence of such conditions by others. In addition to any other disclosure requirements required by federal or state statute, law, rule or regulation (including, without limitation federal and state OSHA requirements), Provider shall advise Company in writing of any hazardous or toxic substance which is present in or may be encountered by Company, its Client, agents, and employees in handling, using or possessing the Goods furnished by Provider hereunder.

15.0 RIGHT TO INSPECT. Company, anyone on whose behalf or at whose direction Company is procuring the Goods, and their representatives shall have safe access to inspect the site of construction or fabrication of the Goods while in process or during storage of such Goods. Provider shall furnish to Company, as required, reports of the progress of the assembly, production, manufacture, and/or delivery of the Goods (both actual and scheduled). Such reports shall show the location of manufacture, preparation, and/or storage of the Goods as may be required by Company, including, but not limited to, any plans, drawings or diagrams in the course of preparation. Company has the right to inspect the Goods on or after the Delivery Date. Company, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Company rejects any portion of the Goods, Company has the right, effective upon written notice to Provider, to: (i) rescind the Order in its entirety; (ii) accept the Goods at a reasonably reduced price; or (iii) reject the Goods and require replacement of the rejected Goods. If Company requires replacement of the Goods, Provider shall, at its expense, promptly replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Provider fails to timely deliver replacement Goods, Company may replace them with goods from a third party and charge Provider the cost thereof and terminate this Order for cause as further set forth herein. Any inspection or other action by Company under this Section shall not reduce or otherwise affect Provider's obligations under the Order.

16.0 WARRANTY. Payment for the Goods delivered and/or services performed hereunder shall not constitute acceptance thereof, and the warranty rights of Client and Company shall continue after payment. Provider warrants to Company that for the guarantee or warranty period provided in the Contract or if there be no such period provided in the Contract, then for a period of one (1) year from completion and acceptance of the Project by Client, all Goods will: (i) be free from any defects in workmanship, material and design; (ii) conform to applicable specifications, drawings, designs, samples, and other requirements specified by Company, or, in the event no such specifications are provided, all Goods furnished shall be of the highest quality regularly produced by Provider and comply with (1) all applicable American Standards (including but not limited to ASA, ASME, ASTM and NEMA) and (2) all applicable Department of Transportation standards in effect at the time of this Order; (iii) be fit for their intended purpose and operate as intended; (iv) be merchantable; (v) be free and clear of all liens, security interests, or other encumbrances; and (vi) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods by Company. These warranties are cumulative and in addition to any other warranty required by law or equity. Any applicable statute of limitations shall be tolled and shall commence on the date of Company's discovery of the noncompliance of the Goods with the foregoing warranties. Upon completion of the Project, Provider shall provide all written warranties, equipment manuals and the like to Company and shall transfer and assign all manufacturers' warranties to Company (or Client if so designated).

17.0 TERMINATION. Immediately following the request of Company, Provider shall provide Company with written assurances of its ability to timely delivery conforming Goods and to meet its obligations in accordance with the requirements of this Order or, in lieu thereof, statements of credit worthiness, either of which shall be subject to the reasonable satisfaction of Company. Company may terminate this Order, in whole or in part, at any time with or without cause on twenty-four hours prior notice to Provider. If the Provider becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, then the Company may terminate this Order upon notice to Provider. If Company terminates the Order for any reason, Provider's sole and exclusive remedy is payment for the Goods received and accepted by Company prior to the termination. In the event Provider files a petition in Bankruptcy under Chapter 7, 11 or 13, the Parties agree that any delay attendant to the assumption or rejection of this Order by a trustee or a debtor-in-possession will be prejudicial to Company. Consequently, Provider hereby stipulates, in order to minimize delay to the Project and to mitigate damages and/or other prejudice suffered by Company, to a notice period of ten (10) calendar days for Company's motion to require Provider to elect to assume or reject this Order.

18.0 BOND. Company may, at Company's sole discretion and expense, require that Provider obtain and furnish surety bonds guaranteeing full performance of this Order and that Provider will promptly and fully pay for all work, labor and materials and other charges or costs in connection with the Goods (collectively the "**Bonds**"). The form of the Bonds, the amount of the Bonds, and surety underwriting the Bonds shall be acceptable to Company in its sole discretion.

19.0 CONFIDENTIALITY. All non-public, confidential or proprietary information of the Company, including, but not limited to,

Company _____
 Provider _____

specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Company to Provider, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential,” in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by Company in writing. Upon Company’s request, Provider shall promptly return all documents and other materials received from Company. Company shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (i) in the public domain; (ii) known to the Provider at the time of disclosure; or (iii) rightfully obtained by the Provider on a non-confidential basis from a third party.

20.0 ASSIGNMENT. Provider shall not assign any of its rights or delegate any of its obligations under this Order without the prior written consent of Company. Any purported assignment or delegation in violation of this Section is null and void. No permissible assignment or delegation relieves Provider of any of its obligations under this Order. Company has the right to assign this Order to Client (or if Client is not the owner of the Project, to the entity designated by Client) consistent with the terms and conditions of the Contract. Provider hereby agrees to accept such an assignment under the terms and conditions set forth in the Contract.

21.0 COMMUNICATIONS. Provider shall not communicate directly with Client, its agents, or design professionals not under contract to Provider. All communications to be addressed to Client, its agents, or design professionals not under contract to Provider shall be through Company only.

22.0 INDEPENDENT CONTRACTOR. The relationship between the parties is that of independent contractors. Nothing contained in this Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Order.

23.0 PAYMENT OF CHARGES AND TAXES. The Order price includes, and Provider shall promptly pay or cause to be paid, all costs, expenses, and other obligations incurred by, through or under Provider related to assembly, production, manufacture, and delivery of the Goods, including the cost of its subcontractors or its suppliers and all taxes, including sales or use taxes, gross receipts taxes, assessment fees, and charges, unemployment insurance, old age benefits, pensions, or annuities imposed or required by Law and all other costs, expenses, and obligations levied, incurred or payable on or in respect to Provider in performing its responsibilities and obligations under the Order Documents.

24.0 GENERAL. (i) As used in this Order, the singular includes the plural; the masculine includes the feminine and neuter; (ii) If more than one person or entity is named herein as Provider, their obligations shall be joint and several; (iii) All references to Provider shall be construed to include its agents, employees, subcontractors, and suppliers of every tier and their suppliers unless the context indicates otherwise; (iv) Article/Section headings are for convenience only and do not define, limit or extend the intent or meaning of part of this Order; (v) The parties and their respective assigns (to the extent such assigns are consented to as required herein), legal representatives and other successors in interest will be bound hereby; and (vi) The term “including” shall be construed to mean “including, but not limited to”.

25.0 GOVERNING LAW. The Order shall be governed by and construed in accordance with the internal Laws of the state where the Project which the Goods are being incorporated into is located.

26.0 NO THIRD-PARTY BENEFICIARIES. This Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature.

27.0 CUMULATIVE REMEDIES. The rights and remedies under this 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.

28.0 NOTICES. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a “Notice”) shall be in writing and addressed to the parties at the addresses set forth on the face of this Order or to such other address that may be designated by the receiving party in writing.

29.0 COMPANY CODE OF CONDUCT. In connection with the performance of this Order, Provider shall, and shall cause its suppliers and subcontractors to abide by the Company’s Supplier Code of Conduct which can be viewed at <https://www.graniteconstruction.com/supplier-Code-of-Conduct> (the “Code of Conduct”). In accepting this Order, Provider acknowledges on behalf of itself, and on behalf of its suppliers and subcontractors, familiarity with the Code of Conduct and agrees to comply with the terms and conditions set forth in the Code of Conduct. Any violation of the terms and conditions of the Code of Conduct by Provider or its suppliers, subcontractors or agents shall constitute a material breach of this Order.

30.0 ENFORCEMENT. This Order constitutes the complete agreement between the parties and supersedes any and all prior understandings, conversations, and proposals. Failure or delay by Company to require performance of any provision of this Order shall not be deemed a waiver of its right to enforce such provision, or a waiver of any other right. This Order may be amended or modified only by a written addendum signed by both parties. If any provision of this Order is found unenforceable by any court or tribunal, Company and Provider agree that such provision shall be modified to the minimum extent necessary to render it enforceable, and that the remainder of this Order shall not be otherwise affected. If there is any conflict between the terms and conditions of this Order and the terms and conditions of the Contract, the terms and conditions imposing a greater burden on Provider shall prevail. This Order may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Order delivered by electronic transmission shall be deemed to have the same legal effect as an original.

Company _____

Provider _____

ATTACHMENT A.1
SPECIAL CONDITIONS

- 1) Enter list of Special Provisions from the Prime Contract (if applicable).
- 2)

Company _____
Provider _____

ATTACHMENT A.2
SUPPORTING DOCUMENTS

- 1) Enter Supporting Documents from the Prime Contact (if applicable).
- 2)

Company _____
Provider _____