

No. _____

PURCHASE ORDER

Calumet Civil Contractors, Inc.
4898 Fieldstone Drive
Whitestown, Indiana 46075

Telephone
(317) 769-1900

Facsimile
(317) 769-7424

To:

Date:

Job No.:

Ship To:

Delivery Required By:
Contractor's Schedule
FOB

Terms: Net 45

PROVIDE THE FOLLOWING:

Furnish the necessary labor, material, tools, equipment, compensation and public liability insurance, state and federal taxes to complete the _____ in accordance with plans and specifications prepared by _____ including Addenda Nos. _____ for the sum of: _____ (\$ _____).

Taxable: Yes **No**

The printed terms and conditions as shown on the reverse side are hereby made a part of this agreement.
Mail all invoices to: Calumet Civil Contractors, Inc., 4898 Fieldstone Drive, Whitestown, IN 46075

Sign the attached, acknowledging your acceptance
and promptly return one copy back to:

Calumet Civil Contractors, Inc.
4898 Fieldstone Drive
Whitestown, IN 46075

ACCEPTED (Vendor): _____

By: (Individual): _____

By: _____

Date: _____

Project Manager

SEE TERMS ON REVERSE SIDE

THIS ORDER IS ISSUED ON THE FOLLOWING CONDITIONS

1. The undersigned Company, under CALUMET, hereinafter called the Contractor, hereby accepts the order for labor, materials equipment and/or subcontractor's work specified on the reverse side of this sheet and agrees to furnish and perform the same at times therein stated and in accordance with plans and specifications, including general and special conditions, and addenda thereto (except as specifically modified on the reverse side of this sheet) prepared by architects and/or engineers for such job, on file in the office of the Contractor at 4898 Fieldstone Drive, Whitestown, IN 46075.
2. The Contractor reserves the right to postpone delivery of materials or performance of labor or to accelerate such deliveries or performance of work by the requirement of additional labor as may be required by the progress of the job, and the undersigned hereby agrees to carry out the Contractor's instructions in regard to time of deliveries, or manner of performance, or amount of labor and/or equipment at no additional expense to the Contractor.
3. Any liquid dated or other damage assessed against the Contractor by the Owner on account of failure to complete the job in the time specified shall be borne by all subcontractors, labor, equipment and/or material companies, who have delayed completion of the work, in proportion to the delay caused by such companies. The Contractor is to be the final arbiter in determining the cause of the delay, if any, and the allocation of the amount of any damages among subcontractors, labor, equipment and/or material companies causing delay.
4. It is agreed that the undersigned assumes the same responsibilities and obligations to the Contractor as the Contractor assumes to the Owner for the portion of work covered by this contract and shall be reimbursed for additional costs only to the extent the Contractor is reimbursed for same by the Owner.
5. It is agreed that if the undersigned shall at any time fail or refuse, neglect or be unable to follow the instructions of the Contractor in the furnishing of proper workmanship or material or adequate plant or number of workmen to prosecute the work diligently, or fail to comply with said drawings and specifications or to protect said materials or workmanship from damage, the adequacy of all of which shall be determined finally and conclusively by the Contractor, the Contractor may forthwith center upon and employ other persons to finish said work, to protect the same, or tear down and rebuild the same, and the expense thereof, together with all loss or damage occasioned thereby, shall be paid by the undersigned, or the Contractor may forthwith declare the undersigned in default, in which case all materials, tools, and equipment on the job owned by the subcontractor shall become the property of the Contractor.
6. If the undersigned is delayed by any act or neglect of the Contractor or Architect and/or Engineer or Owner or by any cause which the Contractor and the Owner agree shall deem to justify the delay as being beyond the undersigned's control, then the time of completion shall be extended for such reasonable time as the Owner and Contractor may decide. No claim for damages shall be made by the undersigned for any delays of any cause during the progress of this contract and the extension of time, if any, shall be the sole remedy of the undersigned.
7. The undersigned hereby assumes all responsibility for any loss or damage that may occur to said work or any part thereof, or material therefore, or for any damage resulting from its delaying in any manner the completion of the work of another contractor or undersigned upon said work.
8. The undersigned further agrees not to sublet any portion of his work, except upon written consent of the Contractor.
9.
 - a. In case the completed or unfinished work or materials therefore provided under this contract should be damaged by any other cause before the same is accepted by the Contractor as complete, said loss or damage shall be borne by the undersigned.
 - b. The undersigned agrees, in respect to all work done by it on or off the premises for Work included in this Order, to carry Workmen's Compensation, Public Liability, Property Damage, and other insurance as called for by the specifications governing this contract and/or as required by the laws of the State governing this contract and to furnish insurance certificates signed by insurance company naming the Contractor as additional insured before starting work on the job. The undersigned shall be solely responsible for any damage which may be occasioned from the failure or neglect to so provide, and the undersigned agrees to protect, indemnify and hold the Contractor, the Architects and/or Engineers, and the Owners harmless from all liability or damage on account thereof.
 - c. Subcontractor shall maintain at its own cost, such insurance as will protect it from claims under the worker's compensation laws of the state in which the Work is being performed and also public liability and property damage insurance in such amounts and with such coverage to fulfill Subcontractor's obligations with regard to the indemnification requirements and any claim, damage, loss or expense described in this Subcontract. Liability insurance shall be carried on an occurrence basis. Amounts of insurance and coverage provided shall be as required by the Contract Documents or as otherwise agreed between the parties separately, in writing, but in no event shall the following coverages be for less than the following amounts: (a) worker's compensation and occupational disease insurance, statutory limits; (b) employer's liability, \$1,000,000.00 for each accident, \$1,000,000.00 for each disease, and \$1,000,000.00 for disease for each employee; and (c) public liability, \$1,000,000.00 for each person, \$1,000,000.00 for each occurrence, and \$1,000,000.00 for property damage. If Contractor's or Subcontractor's Work includes blasting, or the grading of land, excavation, burrowing, backfilling, tunneling, drilling, pile driving and cofferdam or caisson work, or includes moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof, the public liability insurance shall not exclude injury to or destruction of property arising out of or caused by such work, and any XCU (explosion, collapse and underground operations) or similar exclusion shall be voided. Completed operations insurance, subject to the above mentioned limits, shall be carried for a period of two (2) years following completion of the Work. Such insurance shall provide coverage regardless of the negligent acts of any of the Owner, Contractor, Architect, Subcontractor and sub-subcontractors and any of their respective officers, directors, consultants, agents and employees, and shall be endorsed to include the Owner, Contractor, Architect, and their respective officers, directors, consultants, agents and employees as additional insured. Prior to commencing the Work, Subcontractor shall cause a Certificate of Insurance to be executed by one or more companies acceptable to Contractor and shall file a copy thereof with Contractor. Should Contractor request a copy of the actual policy from Subcontractor, the actual policy or copy thereof will be supplied to Contractor. Contractor may withhold payment to Subcontractor pending receipt of such Certificate in satisfactory form. Should Subcontractor fail or neglect to provide the required insurance, Contractor shall have the right, but not the duty, to provide such insurance and deduct the cost thereof from any money due to Subcontractor any and all premiums paid by Contractor for and on account of said insurance. The policy or policies shall further provide that the insurance will not be canceled or changed prior to at least 30 days after written notice by certified mail of such cancellation or change has been received by Contractor. The insurance carriers shall have no right of subrogation against the Owner, Contractor, Architect, Subcontractor and sub-subcontractors and their respective officers, directors, consultants, agents and employees.
10. If the undersigned at any time during the progress of this work allows indebtedness to accrue for labor or materials or equipment, which may or may not be lienable, the Contractor may refuse to make further payments until satisfactory evidence has been furnished that said indebtedness has been discharged; and if such evidence is not furnished within five days after written demand therefore, the Contractor may discharge said indebtedness and also shall there upon have the option to declare this agreement canceled and may take possession of said work, materials and equipment and complete the same, in which case the undersigned hereby agrees to pay all loss or damage occasioned thereby.
11. The undersigned agrees to forthwith furnish and pay for a 100% performance, payment and maintenance bonds. The bonds shall be acceptable to the Contractor executed by the undersigned as principal, and a responsible and authorized bonding company, running to the Contractor as obligee, in the amount of the contract price, which bond shall guarantee the performance of this contract. The maintenance bond shall be provided as required by the governing body having jurisdiction over the work covered by this contract.
12. The undersigned agrees that any material or workmanship furnished under this contract judged imperfect by the Architect and/or Engineer, governing jurisdiction or Owner, within a period of twenty four months after the completion of the entire project, shall upon the direction of said Owner, be amended and made good by and at the expense of the undersigned, and in the case of default of this provision, said Contractor may recover from the undersigned the cost of making good such work as well as the cost of tearing out and replacing other work not furnished under this contract but necessary to remove due to such defect.
13. The undersigned agrees to comply with all Federal and State Laws, and Municipal Ordinances and Regulations, of whatever nature required of the undersigned or its employees or agents in connection with the undersigned's business as a subcontractor or employer, and the undersigned shall be solely responsible for any damage which may be occasioned from the failure or neglect to so provide, and the undersigned agrees to protect and indemnify the Contractor, the Architects and/or Engineers, and the Owners from all liability or damage on account thereof.
14. The undersigned shall be solely responsible for any and all infringements or alleged infringements of patents or processes by reason of the use in or about the performance of the work herein provided for whether such materials or processes are specified or not and the undersigned agrees to save the Contractor harmless from any and all damages, including reasonable attorney's fees, arising out of or based upon or due to any such infringements or alleged infringements.
15. The terms and conditions are limited to only those contained in this Purchase Order and the Safety Indemnity Insurance Addendum. No other terms and conditions contained or referenced in any prior writing, quote, offer or solicitation between the parties shall apply.
16. The undersigned agrees to keep the premises free and clean of rubbish caused by its work at all times to the satisfaction of the Contractor and if the undersigned shall fail to do so, the Contractor shall have the right to removed said rubbish at once and charge such reasonable cost therefore to the undersigned.
17. The undersigned hereby agrees this Purchase Order is strictly contingent upon the contractor being awarded and accepting both the contract and notice to proceed for the referenced project.
18. Contractor shall have the right to terminate or cancel all or part of this purchase order for convenience by providing undersigned with a written notice of termination or cancellation for convenience which shall be effective upon receipt by undersigned. If the undersigned is not in default of any provision of this Purchase Order, the undersigned shall be paid the reasonable value of the undersigned's work performed prior to termination, but under no circumstances shall the undersigned be due payment for work not performed, material not delivered and accepted by the contractor or profit on work not performed or material not delivered or lost profit.
19. In the event of any breach of this Purchase Order by the Undersigned resulting in arbitration, litigation or other dispute resolution procedure, the Contractor shall be entitled to recover its reasonable attorney's fees and costs incurred therein from the Undersigned.
20. Payments shall not become due to the undersigned unless and until Contractor receives payment for such Work from Owner and the amount due shall not exceed the amount actually received by Contractor as applicable to the undersigned Work. Such receipt of payment by Contractor is a condition precedent to Contractor's duty to pay the undersigned and the undersigned accepts the risk of such contingency as well as the risk of the project Owner's solvency. Upon receipt of said payment by Contractor, Contractor shall make payment to the undersigned within thirty (30) days thereafter in the amount of 95% of the amount paid by the Owner tracing to the undersigned work, less previous payments. The balance of the contract price shall be paid within (60) days of the release of any and funds escrowed or retained by the Owner, provided the undersigned is not otherwise in breach or default of any terms of this Order. Contractor shall not pay any interest, finance charges, or carrying charges unless or until payment is due and unpaid in accordance with the terms hereof, in which event, payments shall bear interest, finance charges or carrying charges at the rate of eight percent (8%) per annum from the date payment is otherwise due and owing.