



Asturian Group, Inc.
 760 Lynnhaven Parkway Suite 200
 Virginia Beach, Virginia 23452
 Phone: (757) 452-3100
 Fax: (757) 961-3345

Purchase Order 19XXXPXXXXXX

Project: Project Title
 Address
 City, State Zip

TITLE

DATE CREATED:

BILL TO:	Asturian Group, Inc. 760 Lynnhaven Pkwy Suite 200 Virginia Beach, VA 23452 ap@asturiangroup.com	SHIP TO:	Project Address Here. CALL SUPERINTENDENT 24 HOURS PRIOR TO DELIVERY
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CONTRACT COMPANY:		CREATED BY:	Name (Asturian Group, Inc.) 760 Lynnhaven Parkway Suite 200 Virginia Beach, Virginia 23452
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STATUS:	Draft	EXECUTED:	No
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PAYMENT TERMS:	Paid when Paid	ASSIGNEE:	
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SHIP VIA:	Delivery	DELIVERY DATE:	
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DEFAULT RETAINAGE:

DESCRIPTION:

Asturian Group, Inc. (Asturian) expects a Fully Usable, Acceptable and Functional Final Product, Complete and in accordance with all Contract Drawings, Documents, Specifications, Project Solicitation, References, Project Schedule, Amendments and as directed by Asturian. Vendor shall provide all Materials and/or Equipment and Insurance as required to Provide, in full, the **FEATURE OF WORK** portions of the project in accordance with **CONTRACT NUMBER for DELIVERY METHOD, CONTRACT TITLE** located at INSTALLATION, CITY, STATE. Contracted Scope of Work shall include, but not limited to, the following Specification Sections and References:

SPECIFICATION SECTIONS AND DIVISIONS:

Any and all General Conditions, Supplementary Conditions, Special Conditions, and Clauses, References and Division 01 requirements are applicable to this scope of work.

SECTION 00 00 00 SECTION NAME – (PROVIDE ONLY)

The above specification sections shall include interrelated specification references as applicable to the scope of work.

The **CONTRACT DOCUMENTS** include the following:

1. Solicitation
2. Prime Contract
3. Specifications
4. Drawings
5. AMENDMENTS:
6. Baseline Schedule

INCLUSIONS:

1. The materials to be provided by the Vendor includes, but is not necessarily limited to, the following:
 1. Job Specific Item
2. Asturian utilizes Procore which is a web-based project management software. Vendor is required to utilize the software for all project specific communication including, email, submittals, RFI's, Pay Applications, Proposals, and other document downloads and distributions. There is no cost to the Vendor associated with the use of Procore. However, Vendor shall be responsible to pay for and maintain the required internet access for the duration of the project.
3. All RFI'S, submittals, or correspondence shall go through Asturian. Direct contact by the Vendor to the Architect, Engineer, or Owner is not allowed without prior authorization by Asturian.
4. The Asturian Project Manager and Corporate Officers are the only persons authorized to approve and direct additional work and other changes

to this Purchase Order Agreement.

5. Vendor shall be responsible for all equipment storage, on site and/or off site, which may be required because of the construction schedule and/or Asturian changes to the construction schedule.
6. Vendor's bid price shall anticipate and include multiple deliveries at no additional cost to Owner or Asturian.
7. Provide copy of order, confirmation, and projected delivery dates for all materials to be used on this project with a lead time greater than (30) days.
8. Provide written notification of any required release dates for materials, rough openings, or submittal approval if required for timely delivery of any portion of this scope of work. This notification is to be provided within (10) days of Notice to Proceed with this Purchase Order Agreement. Failure to provide this notification will result in all costs for delay being assessed to you for late delivery of this project.
9. Phasing as required by Asturian and contract documents

Exclusions:

1. Job Specific Item

The foregoing description includes, but is not limited to, Materials and/or Equipment to be provided under the Purchase Order, without limitation or exclusion except as specifically noted. This Purchase Order Agreement voids and supersedes all other agreements and proposals by the Vendor. All proposals and communications in association with this scope of work, which conflict with the above description of the Work, are specifically rejected or withdrawn.

ATTACHMENTS:

SAMPLE

PURCHASE ORDER TERMS AND CONDITIONS:

1. Where materials (including manufactured articles) are furnished, not subject to provisions of applicable plans and/or specifications pertaining to a general construction contract, Seller agrees and warrants as follows:
 - 1.1 To furnish the materials described in this Purchase Order Contract 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 Contract.
 - 1.2 Full or partial payment shall not be construed as acceptance of defective workmanship or improper materials.
 - 1.3 Buy America Act provisions shall apply unless specified otherwise.
2. Where materials (including manufactured articles) are furnished subject to the provisions of applicable plans and/or specifications pertaining to a general construction 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 Work or quantities as covered in this Purchase Order Contract 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 Contract, 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, provided further that the Buyer may also withhold payment per subparagraph 2.4, following.
 - 2.4 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 part payment hereunder until such liens or claims are released or satisfied.
 - 2.5 Buyer's receipt of the goods covered by this Purchase Order shall not constitute waiver of claims for damages due to delay in delivery, defective goods, or goods not in conformity with this Purchase Order. Buyer shall have the right to reject the goods delivered within a reasonable time after delivery and inspection, which shall not be less than ten (10) days.
 - 2.6 Buyer reserves the right to postpone delivery of goods covered by this Purchase Order for a reasonable period of time.
 - 2.7 Deliveries must be made within the time(s) stated on this Purchase Order. Late delivery can cause Buyer to incur substantial extra costs (including liquidated damages for late Project completion, added costs of project performance, and other forms of incidental and consequential damages). 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 failure to deliver in accordance with the deadline(s) or schedule established in this Purchase Order.
 - 2.8 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.
 - 2.9 Buyer may (upon written notice) terminate this Purchase Order, with Seller's compensation to be equitably adjusted as a change under paragraph 2.15. herein.
 - 2.10 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.
 - 2.11 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 goods under this Purchase Order.

- 2.12 If shop drawings are required, they shall be prepared and submitted timely, and as required by Buyer.
- 2.13 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.
- 2.14 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.
- 2.15 Buyer reserves the right to make changes, deviations, additions, and deletions to the Work herein contracted, and in that event the price shall be equitably adjusted. If such changes have been initiated by a Project Owner or other party for whom Buyer entered this Purchase Order, then the change in Seller's price shall be controlled by the change in Buyer's compensation from the third party.
- 2.16 With regard to goods delivered under this Purchase Order, Seller agrees to defend and save harmless the Buyer and any other transferee of the goods on the Project referenced herein from all liability for patent or trademark infringement, or for injuries to any persons, employees and/or property, and from damages by any fire, in any way caused by Seller, its agents, employees, subcontractors or their employees or agents or persons, firms or corporations to whom Seller sublets work, caused by, or incidental to, the execution of Work under this Purchase Order, and from all damages, judgments, charges and other related expenses arising or to arise, through any act or omission of any of the said persons. Seller also expressly assumes with respect to the goods to be furnished hereunder, all of the liability imposed on Buyer by the construction contract between Buyer and its Project Owner or prime contractor. If there are any claims for injuries to persons or property unsettled upon completion of this Purchase Order, final settlement between Buyer and Seller may be deferred at Buyer's option until such claims are adjusted or until Seller furnishes indemnity acceptance to Buyer.
- 2.17 In the event that Seller totally or partially breaches this Agreement, Seller agrees to pay Buyer's reasonable attorney's fees.
- 2.18 Seller agrees not to assign any portion of the Work covered by this Purchase Order without the Buyer's written consent.
- 2.19 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. Any such mediation or subsequent litigation shall take place in Virginia Beach, Virginia. Disputes under this Purchase Order shall be governed by the laws of the State of Virginia. Venue and jurisdiction shall be proper in Virginia Beach, Virginia.
- 2.20 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.

**Asturian Group, Inc. Standard Insurance Requirements
Exhibit J**

**Project Title:
Prime Contract #:
Asturian Project #:**

All subcontractors and vendors onsite shall maintain insurance with the following minimum limits of liability:

1. Commercial General Liability

General Aggregate - \$2,000,000
Products – Completed Operations Aggregate - \$2,000,000
Personal & Advertising Injury - \$1,000,000
Each Occurrence - \$1,000,000

2. Commercial Automotive Liability

Combined Single Limit - \$1,000,000

3. Workers' Compensation and Employer's Liabilities

Each Accident - \$100,000
Each Disease - Policy Limit - \$500,000
Each Employee - \$100,000
a. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to this policy.
b. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

4. Umbrella

Each Occurrence - \$1,000,000 over primary insurance, each occurrence SIR \$10,000 or less.

5. Pollution Coverage

Required for all demolition, abatement, environmental and masonry contractors. The limit of insurance should be \$1,000,000 and the policy must also name Asturian Group Inc. as an additional insured.

6. Professional Liability Insurance

The Contractor and all consultants retained by the Contractor shall obtain professional liability insurance for claims arising from the negligent performance of professional services under this agreement, which shall be written for not less than \$2,000,000.00 per claim and in the aggregate. The Professional Liability Insurance shall contain prior acts coverage sufficient to cover all Services performed by the Contractor. These requirements shall be continued in effect for three (3) years after the Date of Substantial Completion. The deductible shall be paid by the Contractor.

7. Waiver of Subrogation

Subcontractor waives all rights against Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

8. Certificate and Endorsement

- (a) One (1) current certificate of insurance must be on file prior to the start of work.
- (b) Please state "Various Projects" under the Description of Operations. (This eliminates the need for a separate per project certificate).
- (c) The certificate holder will be named as additional insured under the subcontractor's commercial general liability policy on a primary and non-contributory basis using commercial general liability endorsement forms number CG20101001 and CG20371001, or equivalent, which provides both premises and operations and completed operations.
- (d) Certificate Holder: Asturian Group, Inc.

9. All insurance coverage required by the subcontract documents shall be maintained without interruption from the date of commencement of the subcontractor's work until one year following the date of final payment.

10. All policies of insurance shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Contractor.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
Check only one of the following seven boxes.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained if outside the U.S.)</small>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number to Give the Requester* for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
OR	
Employer identification number	
[] [] [] [] - [] [] [] [] [] [] [] []	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/formw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.