

March 5, 2025

PURCHASE ORDER NO:

«PO»

CLARK CONTRACTORS, LLC
P.O. Box 17361
Little Rock, Arkansas 72222

To: «FirmName» «udaddtlinfo»
«MailAddress»
«MailCity», «MailState» «MailZip»
Attn: «FirstName» «LastName» Email Address: «ContactEmail»
Phone: «Phone» Fax: «Fax»
Job Title: «ProjectDescription»

Furnish all «ScopeOfWork» in accordance with the Contract Documents defined in Exhibit “D”.

DESCRIPTION	TOTAL
TOTAL PURCHASE ORDER AMOUNT:	«POTotalAmt»
REFER TO EXHIBIT “A”, HEREBY MADE A PART OF THIS PURCHASE ORDER AGREEMENT, FOR THE FOLLOWING: 1. Schedule of Values Recap. 2. Specifications. 3. List of Materials. 4. Exclusions. 5. Alternates. 6. Allowances. 7. Unit Prices. 8. Special Terms and Conditions. NOTES: 1. “Scope of Work/Materials” is hereby made a part of this Purchase Order Agreement as Exhibit “A”. 2. CLARK Contractors, LLC Scheduled dated «ProjSchedDate» is hereby made a part of this Purchase Order Agreement as Exhibit “B”. 3. “List of Contract Documents” is hereby made a part of this Purchase Order Agreement as Exhibit “D”. 4. This Vendor shall comply with the requirements of the General Conditions, Supplementary General Conditions, and Division 1 – “General Requirements” as contained in the Specifications. 5. Professional Liability «udProfessionalLiability» SUBMITTAL REQUIREMENTS: Product Data «ProductData» Samples «Samples» Shop Drawings «Shop» Repro «Other» Black Lines All submittals should be directed to «PAFName» «PALName» «PAEMail» «PAAddress» «PACity», «PAState» «PAZip»	

CLARK Project Manager: «PMName» «PMEmail» Office Phone: «PMPhone» Office Fax: «PMFax»
It will be the responsibility of the vendor to check with the Project Superintendent, «SuperFName» «SuperLName» «SuperEmail» «SuperCell» for scheduling and delivery of material covered by this purchase order. All subcontractors/vendors of CLARK Contractors, LLC (hereinafter referred to as "CLARK" or vendee") must submit a list of their subcontractors and/or material suppliers with address, phone number and contact person within ten (10) days. In accordance with Section 1926.59(e)(2) of the OSHA Hazard Communication Standard, you are hereby notified of CLARK Contractors, LLC Hazard Communication Program. A complete HAZCOM Manual, including CLARK's written program, Hazardous Chemical List and Material Safety Data Sheets, is available for review at the CLARK job field office or at the Little Rock office.

SHIP TO: CLARK CONTRACTORS, LLC: «JobAddress» «JobCity», «JobState» «JobZip»	INVOICE COPIES BY 20 TH OF THE MONTH TO: CINDY SHADRICK CSHADRICK@CLARKCONTRACTORS.NET	MAIL INVOICES TO: CLARK CONTRACTORS, LLC P. O. BOX 17361 LITTLE ROCK, ARKANSAS 72222
SHIP BY: Your Terms	F.O.B. Jobsite	TERMS: Net 30 Days
Shipments Must Start: As Required	Delivery Must Be Completed: In Accordance with Exhibit “B”	

PURCHASED FOR: «ScopeOfWork»
In consideration whereof CLARK Contractors, LLC agrees to pay the vendor the sum of: «TotalToWords» («POTotalAmt») in current funds, and to make such payment according to the terms hereof or as otherwise may be agreed between the parties. In witness whereby the parties hereto have executed this agreement this 07 day of September, 2017, at Little Rock, Arkansas.

VENDOR: «FirmName» «udaddtlinfo»
BY: _____
TITLE: _____ (Signature and Typed or Printed name of Authorized signor) BY: _____
WILLIAM CLARK/CEO

This purchase order made and entered into by and between the vendor named and Clark Contractors, LLC (hereinafter referred to as "vendee"), the day and year written on the reverse side and that for the consideration to be paid by the vendee and subject to the terms and conditions of this purchase order, the vendor agrees to furnish, supply and deliver the goods, and if applicable the services, described on the reverse side of this purchase order in accordance with the "Contract Documents" as defined in the agreement between vendee and the owner of the project, including but not limited to plans, specifications, project schedule, addenda, or amendments or modifications to the foregoing, for the vendee's use or incorporation in the project. Vendor further agrees as follows:

1. Vendor acknowledges and warrants that payment by vendee, under this purchase order, is expressly conditioned upon timely delivery to the vendee of goods, and, if applicable, timely delivery of services, in compliance with the Contract Documents and in sound, usable, and acceptable condition. Nothing in this purchase order shall be construed or act to create a contractual relationship between vendee and any carrier of goods hereunder. It shall be the vendor's sole responsibility to arrange for delivery of goods without liability or risk of loss to the vendee. Any carriers hired by vendor shall furnish and provide insurance against risk of loss to the cargo, auto liability, general liability and Worker's compensation insurance.
2. The parties agree that if any dispute should arise between them arising out of or related to this purchase order, then the Pulaski County Circuit Court in Little Rock, Arkansas shall be the exclusive forum for litigation of such disputes. This purchase order becomes effective when signed by and on behalf of vendor and when last signed and accepted by vendee in Little Rock, Arkansas. It is further agreed that any written notification or communication connected with this purchase order shall be deemed delivered and received by vendor when delivered by hand to an agent or representative of the vendor; or when mailed or emailed to vendor at the address appearing herein or to any other office maintained by vendor. This purchase order shall be governed by the laws of Arkansas with regard to enforcement, interpretation, and application, including but not limited to conflicts of law rules.
3. The vendee shall have the right, and such right is acknowledged, to withhold a fair and equitable amount from any payment due hereunder (a) pending satisfactory settlement of any charges, expenses or costs claimed or incurred against vendee arising out of or related to (i) failure of the materials, goods, or services represented by this purchase order to fully meet the requirements of the Contract Documents, including but not limited to the plans, specifications, project schedule, addenda, or amendments or modifications in the Contract Documents between the vendee and the owner of the project or (ii) the performance or non-performance of vendee's obligations under this purchase order; or (b) if vendor shall fail to honor any representations or warranties, express or implied, as to the materials furnished under any agreement between the parties.
4. In general, and subject only to the provisions hereof, the vendor shall be bound to the vendee by the same terms and conditions by which the vendee is bound to the owner under the Contract Documents. Vendor agrees to furnish a final conditional lien waiver as a condition of final payment in compliance with the laws of the state where the project is located, and further agrees to furnish partial lien waivers, upon the request and at the option of the vendee. All costs of defending the owner or vendee against claims, including mechanics liens, asserted or filed against them by the vendor or creditors of the vendor shall be deducted from monies otherwise due, provided that a sufficient balance to cover such costs remains unpaid at the time notification for the claim is received. If the full amount of this purchase order has been paid, or if balance due is not sufficient to offset such costs, the vendor agrees to reimburse vendee for payment of the lien claim(s) and all expenses arising from the claim(s), including reasonable attorney fees and costs.
5. Vendor acknowledges that vendor is familiar with all of the conditions of the locality of the project, and the plans and specifications, addenda, schedule, amendments and modifications which form all or a part of the Contract Documents and any other factor or circumstances that may affect vendor's performance under this purchase order, and nothing herein shall obligate or render the vendee liable for additional payment to the vendor on account of misunderstandings or failure to become familiar with such factors, plans, specifications, addenda, schedules, amendments, modifications, circumstances, or conditions.
6. If called for on the face of this purchase order, vendor agrees to furnish, at its expense, a good and sufficient Supply Bond with a Surety and on a form acceptable to the vendee within ten days following receipt and execution of this purchase order. Vendor further agrees, in the event said Supply Bond is not called for on the face of this purchase order and is not an original condition of this purchase order, to obtain and furnish such Supply Bond covering the remainder of vendor's obligations hereunder at any time during the term of this purchase order upon seven days written request by the vendee, the premium cost of which shall be borne by the vendee unless otherwise agreed in writing signed by the Vendor.
7. It is agreed that the vendor shall not assign, sublet, or delegate performance of this purchase order or any part hereof, without first obtaining the written consent of the vendee. Unless specifically waived in writing by the vendee, it is agreed that vendee shall have a prior claim against payments due or to become due under this or any other agreement between the parties in the event vendor fails to comply or shall become unable to comply with the terms of this or any other agreement between the parties. In the event any claim or claims are asserted against the vendee by parties supplying material or services to the vendor for use under this or any other agreement between the parties, it is agreed that set-off of the proceeds due or to become due hereunder shall exist in favor of the vendee.
8. In receiving payment hereunder, vendor agrees to apply such payment only against this purchase order, and only against the account or vendee on or for this project, unless written consent of vendee shall first have been obtained for application of payments hereunder against some other account.
9. Vendor hereby agrees, at the option and request of vendee, to submit any billing for partial or "progress" payment on a form and with certification as supplied by vendee.
10. Vendee reserves the right to write joint checks to the vendor and its suppliers, subcontractors, etc., if in the sole judgment of vendee, it is necessary to ensure payment to those parties, or if any of those parties have sent a pre-lien notice to owner or filed a lien or intent to lien. Vendor agrees that vendee may offset or set-off any amounts due under this purchase order or any other agreement against any other obligations of vendor under any other contract or agreement between vendee and vendor.
11. All goods are delivered subject to inspection made at the time the goods are opened or unpackaged for use in the project. Inspection is not required before the goods are opened and unpackaged by the vendee. The vendor shall and does guarantee all goods or services are in accordance with the Contract Documents, including but not limited to the plans, specifications, addenda, project schedules, amendments or modifications and other related contract documents between the vendee and the owner for the project, and vendor warrants all such goods or services against defects in materials or workmanship for all of any period of time the vendee is obligated to the owner of the project to warrant against defects in materials and workmanship; and in no event shall such warranty be for a period less than one (1) year from the date evidenced by the Certificate of Substantial Completion.
12. Vendor agrees that should vendee reasonably determine that there will be a delay in providing the materials, equipment, or services to be provided hereunder, vendee has the option to declare a material breach of this purchase order and that in addition to any other rights or remedies available to vendee, vendee shall be permitted to immediately terminate this purchase order, in whole or in part, and procure the materials, equipment, or services from an alternative source. Termination pursuant to the foregoing provision shall not relieve vendor of any liability resulting from the delay necessitating the termination. Time is of the essence. Vendor shall perform according to the latest revisions to the Clark Project Schedule and in a manner not to delay other contractors or subcontractors. Should the vendee discover an actual delay or the reasonable possibility of a delay in providing the materials, equipment, or services hereunder, vendee must notify vendor of the possible or actual delay, in writing, promptly upon discovery.
13. The term of this purchase order is for the duration of the project.
14. In addition to the rights of the vendee under UCC Article 2, including rights of repudiation and damages stemming therefrom, should the vendor fail to substantially perform any of its material obligations under this purchase order, the vendee may terminate all or a part of this purchase order and in such instance vendee will be responsible only to pay for the portion of the purchase order delivered on time and in compliance with the terms of this purchase order, prior to the termination. In such instance, vendee will also have the right to cover by purchasing goods or services in substitution and vendee will be entitled to recover from vendor the difference between the cost of cover and the purchase order price together with any incidental or consequential damages, less any expenses saved as a consequence of vendor's breach. In no event will vendee be responsible for reimbursement of vendor's shipping obligations for goods not shipped or costs of manufacturing the cancelled product. Should the vendor become insolvent, admit in writing its inability to pay its debts as they mature, file a petition in bankruptcy, make an assignment for the benefit of creditors, or have an involuntary petition under any bankruptcy laws filed against it which is not dismissed within thirty (30) days, the vendee will have rights of termination and/or cover as set forth above.

15. Vendee may terminate this purchase order for its convenience, in whole or in part, upon notification to vendor no less than thirty (30) days prior to shipment. Vendee's maximum liability to vendor shall be (1) any unpaid balance for satisfactory product timely delivered to vendee and services performed prior to vendor's receipt of the termination notice; (2) a restocking charge not to exceed ten percent (10%) of the purchase price of the affected order. Should a termination for cause later be determined to be wrongful, such termination shall be considered a termination for convenience.
16. Vendor shall take such steps as may be reasonably necessary to prevent personal injury or property damage during any work hereunder that may be performed by any employees, agents, servants, or contractors of vendor at any of vendee 's sites or the project. Vendor shall maintain at least \$1,000,000 per-occurrence coverage for general liability and property damage and such levels of workman's compensation or similar insurance as may be required by applicable statute. Vendor's CGL and auto coverage will be primary and non-contributory, shall contain an endorsement listing the owner and vendee as additional insured to any insurance provided by vendee. Vendor's CGL, auto, and worker's compensation policy shall contain a waiver of subrogation endorsement in favor of vendee.
17. Professional Liability insurance is required to be obtained by the vendor for its acts or those for whom the vendor is legally liable. Vendor shall maintain, at its own expense, a professional liability policy with a limit of liability not less than the amount shown in the applicable line of the tables below. Such insurance shall cover professional liability of the vendor and indemnify the Contractor and Owner for any claims or damages arising out of the actual or alleged negligent acts, errors, or omissions in the rendering of or failure to render professional services. Insurance shall include a waiver of subrogation (endorsements shall be attached to certificate of insurance) by vendor's insurer in favor of CLARK CONTRACTORS, LLC and Owner and meet the limits of liability indicated below. Vendor agrees to maintain coverages below for a period of five years or the statute of repose in the state the work is performed, whichever is longer.

The following Vendors are Required to Provide Professional Liability Coverage (limits per table below):			
Concrete Material Supplier (Ready Mix)	Structural and Miscellaneous Steel Supplier	Load Bearing Metal Studs	Pre-engineered Metal Bldg
Post Tension	Trusses		

Purchase Order / Work Order Value	Minimum Professional Liability Coverage
Less than \$2,000,000	\$1,000,000 per claim / \$1,000,000 aggregate
\$2,000,000 - \$3,000,000	\$2,000,000 per claim / \$2,000,000 aggregate
\$3,000,000 - \$5,000,000	\$2,000,000 per claim / \$5,000,000 aggregate
\$5,000,000 or more	\$2,000,000 per claim / \$10,000,000 aggregate

18. The purchase order amount is inclusive of all city, state, and federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. Where applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by the vendee.
19. **Vendor shall indemnify, defend and hold harmless vendee from all liability for loss, damage, or injury to person or property in any manner arising out of or related to the performance or non-performance of this purchase order, except to the extent of any fault of the vendee.**
20. These terms reflect the complete agreement of the parties, and all prior proposals, agreements and understandings, oral or written, are superseded by these terms. Modification or alteration of these terms must be in writing and signed by an authorized representative of vendee. Vendor's shipment of goods to vendee shall be deemed acceptance of these terms, even if the purchase order is not executed by vendor. Vendee objects to additional or different terms and conditions in any vendor documentation or correspondence, and those additional or different terms are of no force or effect. Vendor agrees that the terms of the vendor's invoice are of no force or effect and that vendee's payment of vendor's invoice shall not be deemed acceptance of vendor's invoice terms.