

Exhibit B – Project Specific Provisions

Prime Contract

Sustainability Objectives

- .1 Supplier must comply with the Owner's sustainability objectives as indicated by the selection below.
- [] Supplier acknowledges that the Owner has determined that it is in the best interest of the Owner, Project and community at large to utilize sustainable practices for the construction of the Project. As such, the Supplier must, when commercially practical, make a good faith effort to comply with the Owner's sustainability objectives included in the Prime Contract, if any.
- [X] Supplier acknowledges that the Owner's sustainability objective for the Project is (are) NGBC GOLD. Supplier warrants that the Purchase Order Sum includes all costs and expenses relating to furnishing the Products in accordance with the Owner's sustainability objective.
- .2 Supplier's failure to comply with the Owner's sustainability objective will bind Supplier to the same consequences as those to which Contractor is bound.

Equity Objectives

- .3 Supplier acknowledges that the Owner's equity objective for the Project is 30% participation by COBID certified firms. Supplier warrants that the Purchase Order Sum includes all costs and expenses relating to furnishing the Products in accordance with the Owner's equity objective.
- .4 Supplier's failure to comply with the Owner's equity objective will bind Supplier to the same consequences as those to which Contractor is bound.

Wage Requirements

- .5 Supplier acknowledges that the Purchase Order is subject to BOLI Commercial Prevailing wage Davis Bacon Prevailing wage Requirements and warrants it (i) will pay all those installing the Products at the Project Site (if any) in accordance with the same, (ii) complete and submit reports and payroll certifications as may be required, and (iii) post wages bonds, if so required.
- .6 Any penalties incurred by Contractor resulting from the failure of the Supplier to comply with such wage requirements will be at Supplier expense.

Payment

Bill for Changed or Revised Products

- .7 Before providing any changed or revised Products, Supplier must submit promptly to Contractor a written claim for adjustment to compensation or time for such revised Products. No adjustments to compensation or time may be made for any Products provided by Supplier that have not been ordered or authorized by Contractor in writing.

Stored Materials

- .8 If approved in advance by the Contractor, the Supplier may include the costs materials and equipment suitably stored off the Project site at a location agreed upon in writing.
- .9 Payment for materials and equipment stored off the Project site shall be conditioned upon compliance by the Supplier with procedures required under the Prime Contract and/or as may be required by the Contractor.
- .10 In all events, the Supplier shall comply with the following specific requirements governing materials and equipment stored off the Project site:
- With each invoice, the Supplier shall submit to the Contractor a written list identifying each location where materials are stored off the Project site and the value of materials at each location.
 - Title to such materials shall be vested in the Owner, as evidenced by documentation satisfactory in form and substance to the Owner and the Owner's lenders, including, without limitation, recorded financing statements, UCC filings, and UCC searches.
 - The Supplier shall procure insurance satisfactory to the Contractor for materials stored off the Project site in an amount not less than the total value thereof.
 - The consent of any surety shall be obtained to the extent required prior to payment for any materials stored off the Project site.
 - Representatives of the Contractor, the Owner and the Project lenders shall have the right to make inspections of the storage areas at any time.

Exhibit B – Project Specific Provisions

- f. All materials and equipment stored off the Project site must be (i) stored in a bonded facility that is approved by Contractor in writing, (ii) protected from diversion, destruction, theft, and damage to the satisfaction of the Contractor, (iii) specifically marked for use on the Project, and (iv) segregated from other materials at the storage facility.

Disagreement on Adjustments to The Purchase Order Sum

- .11 If the Contractor and Supplier cannot agree to an adjustment to the Purchase Order Sum, the Contractor shall determine the adjustment on the basis of the actual expenditures and savings attributable to the change, including, in case of an increase in the Purchase Order Sum, 15% for overhead and profit ("Default Adjustment"). Notwithstanding the foregoing, the Default Adjustment is subject to any limitations on overhead and profit that may be imposed by the Prime Contract, and must not exceed (on a per unit basis) the unit prices used to calculate the original Purchase Order Sum. In such case, the Supplier shall keep and present, in such form as the Contractor may prescribe, an itemized accounting together with appropriate supporting data.

Process

Submission Requirements

- .12 Notifications and documents must be submitted to Contractor in accordance with the table below. In the event that the (i) Purchase Order, (ii) Project schedule, or (iii) the Prime Contract and its Contract Documents contain different requirements, Supplier must, unless otherwise ordered in writing by the Contractor, comply with the more stringent requirement.

Document Type	Copies	Submission Method	Timing	Send To
RFI	1	Email	Within 24 hours of identifying the condition	Superintendent
Submittals	2	Email / Delivery	In accordance with the Contractor's Submittal Schedule	Superintendent
Deferred Submittals	3	In Person	In accordance with the Contractor's Submittal Schedule	Superintendent
Stamped Design (if any)	1	In Person	In accordance with Project schedule	Superintendent
Inspection Reports	1	In Person	Within 24 hours of inspection	Superintendent
Test Results	1	In Person	Within 24 hours of test completion	Superintendent
As-Built Drawings	1	Email	30 days before final application for payment	Superintendent
O&M Data	1	Email	30 days before final application for payment	Superintendent

As-Builts, Submittals and Shop Drawings

- .13 Supplier must provide complete shop drawings and dimensional analysis, which must be provided in U.S. dimensions (not metric).
.14 Supplier must take field measurements of any existing conditions related to the Products, and shall observe any conditions at the site affecting it.
.15 Supplier must ensure that as-built information is updated on a weekly basis on the record set of plans.

Close-out

- .16 Supplier must submit final as-built drawings, warranties, product data, submittal information, operation and maintenance information (O&M Data) all in a form approved by Contractor and in accordance with the Submission Requirements set forth in this exhibit.

The Site

Delivery and Installation

- .17 All Supplier deliveries must be made at a time and in a place approved by Contractor.
.18 To ensure that deliveries can be properly scheduled and coordinated, Supplier must provide no less 72 hours advance notice of any delivery to Contractor. If the Supplier fails to provide 72 hours advance notice of a delivery, all redelivery costs be at the Supplier's expense, without adjustment to the Purchase Order Sum.
.19 Supplier must limit queues of trucks delivering materials to the Project site or removing materials or debris from the Project site. Supplier must provide advance notice to Contractor if queues are unavoidable or extended wait times will occur. In such instances, Supplier must require that all drives shut down their engines while in the queue.
.20 Supplier must deliver materials and products in packages or components as needed to ensure that the individual packages or components can be delivered to the portions of the Project site where the material or product will be installed.

Exhibit B – Project Specific Provisions

- .21 Unless otherwise agreed, Supplier is responsible for:
 - a. All labor and equipment necessary for transportation of their deliveries;
 - b. The protection of materials and equipment while in transit;
 - c. Necessary flagging and traffic signage required for their deliveries; and
 - d. Unloading, handling, rigging or hoisting of their deliveries.
- .22 All flaggers provided by Supplier must be certified and carry proof of certification when flagging.
- .23 Supplier acknowledges delivery vehicles greater than 53 feet in total length cannot be accommodated at the Project site.
- .24 Supplier must comply with the noise restrictions of all applicable authorities having jurisdiction. Any fines incurred by Contractor resulting from the failure of the Supplier to comply with the noise restrictions of an applicable authority having jurisdiction will be at Supplier's expense.
- .25 Supplier must not remove or alter the fence securing the Project site without prior permission from Contractor. If temporary removal of the fence is approved, Supplier must (i) assign personnel to secure the effected portion of the Project site, and (ii) re-install or repair the fence immediately upon completion of their work, or at the end of each day, whichever occurs first.
- .26 Supplier will keep the portions of the Project site to which it delivers and/or installs the Products cleared and orderly at all times and will remove all debris from those portions of the Project site. Supplier will reimburse Contractor for cleanup costs necessitated by Supplier's failure to keep the Project site cleared, clean, orderly, and free of debris.
- .27 Supplier must take all reasonable precautions to prevent contamination of public streets during transportation of the Products to and from site.

Quality Control Program

- .28 Supplier must, at all times, cooperate with Contractor's Quality Control representatives.