

Project No.: 24008B1
 Contract No.: 4300031575
 Vendor No.: 1012683
 Cost Code: 13A.342301
eSignature

Clark Construction Group - California, LP

611 Anton Boulevard, Suite 1100
 Costa Mesa, California 92626
 Phone: (714) 429-9779
 California Contractor License Number 839892

PURCHASE ORDER

SUPPLIER: PANEL BUILT INC

302 BEASLEY STREET

BLAIRSVILLE, GA 30512

DELIVER TO: JOBSITE

DATE: JANUARY 8, 2025

DELIVERY SCHEDULE: AS SCHEDULED BY CLARK

SALES TAX: INCLUDE

F.O.B.: JOBSITE

TERMS: ~~10% RETAINAGE~~ PreAssembled-50% Deposit-50% Net 30 After Ship

Clark can remove retainage, however, we will pay 45% upon arrival and 5% after punchlist/touch-up items are complete.

 Retainage will be removed when sent via Docusign.

WHEREAS, **CLARK CONSTRUCTION GROUP - CALIFORNIA, LP** (hereinafter "Clark") and **AMAZON.COM SERVICES LLC** (hereinafter "Owner", which term shall cover all of the Owner's agents and representatives including as appropriate the Architect and any other person or entity to the extent the Contract Documents which are hereby incorporated by reference expressly give functions to such person or entity) have entered into a contract for the construction of **AMAZON - PROJECT AZUL - ONTARIO, ONTARIO, CA** (hereinafter "Project"), according to the Contract Documents listed in Exhibit A attached hereto (hereinafter "Contract Documents") and available for Supplier's review; and

WHEREAS, Clark desires Supplier to: (i) furnish and deliver **ITEM(S) PROVIDED WITHIN THE EXHIBIT B** for construction of the Project, in accordance with the Contract Documents, for the **TOTAL SUM OF THREE HUNDRED FORTY SEVEN THOUSAND SIXTY NINE DOLLARS (\$ 347,069.00)**; (ii) prepare and submit catalog cuts/shop drawings for approval; and, (iii) coordinate this work with Clark and with that of other trades to ensure timely scheduling of your work.

Total amount does not include PLI additional cost of 7,721.25(tax included)

NOW THEREFORE, in consideration of the mutual agreements herein expressed, the parties do contract as set forth herein.

SCOPE OF WORK:

See attached Exhibit B.

Total \$355,155.18

\$347,069+\$7,722 = \$354,791.

The contract amount will be updated once final version is sent via Docusign.

ADDITIONAL PROVISIONS:

The following Exhibits are attached to this Purchase Order and are an integral part hereof: Exhibits A, B, D, E, J, J - 2, W and W - 1.

Instructions: Execute and return to Clark. No other form of acceptance is binding on Clark. Clark will execute and return your copy accordingly.

Acceptance of this Purchase Order (hereinafter "Order") includes acceptance of the terms and conditions on Pages 2-3 of this Order.

We acknowledge receipt of, and hereby accept, Clark's Order:

This Order is hereby approved:

PANEL BUILT INC
 (Supplier)

CLARK CONSTRUCTION GROUP - CALIFORNIA, LP
By its General Partner, Clark Construction Group - California, Inc.
 (Clark)
 California License No.: 839892

By: _____
 Print name: **LAKE ARNICK**
 Title: _____

By Carlos G. Gonzalez
 Division President

1. **Contract Documents:** All provisions of the Contract Documents (Listed in Exhibit A attached hereto) for the project referenced on the reverse side hereof which relate, in any fashion whatsoever, to this Order are incorporated herein by reference and made a part hereof. With respect to the work covered by this Order and in the performance hereof, Supplier shall assume all the obligations and risks which Clark has assumed towards the Owner pursuant to the provisions of the above referenced Contract Documents. The Contract Documents are available for inspection by the Supplier during normal working hours at Clark's office. In case of any dispute between Clark and Supplier, in any way relating to or arising from any act or omission of the Owner or involving the Contract Documents, Supplier agrees to be bound to Clark to the same extent that Clark is bound to the Owner by the terms of the Contract Documents. Supplier represents and warrants that the Company Information Form (CIF) and/or Subcontractor Qualification Application (SQA) most recently submitted by Supplier is true, accurate, and complete.
2. **Material and Workmanship:** Supplier expressly warrants that all material and work covered by this Order will conform to the Contract Documents and that it will be merchantable, of good material and workmanship, free of latent defect, and fit and sufficient for purposes for which it is Ordered by Clark. Warranties required by the Contract Documents will begin to run from the date specified in the Contract Documents.
3. **Time Of Performance:** Supplier shall furnish materials within the scheduled time as called for on the face of this Order, and in accordance with any milestones in this Order, including Exhibit B, or in the Contract Documents and any failure by Supplier to so furnish materials shall give Clark the right to cancel any undelivered balance of this Order without additional charge to Clark. TIME IS OF THE ESSENCE in the performance of this Order. Supplier shall give Clark forty eight (48) hours prior notice of all deliveries and said deliveries shall be made during working hours between 7:00 AM and 2:00 PM.
4. **Liability and Indemnification:** Supplier, to the fullest extent permitted by law, shall be liable to Clark and shall indemnify, defend, and hold harmless Clark, the Owner, and their respective affiliates, subsidiaries, partners, officers, members, managers, employees and sureties for any added costs (including court costs and attorneys' fees) Clark incurs as a result of, arising out of, or in connection with the performance of this Order or due to the failure, for whatever reason, of Supplier, its employees, agents or lower-tier suppliers, to perform any of its obligations under this Order, in whole or in part, in accordance with its terms. This indemnity applies regardless of any active and/or passive negligent act or omission of Clark or its agents or employees. Supplier, however, shall not be obligated under this Order to indemnify Clark for the sole or active negligence or willful misconduct of Clark or its agents or employees. The Order price includes ONE HUNDRED DOLLARS (\$100.00) as specific consideration for Supplier's duties to indemnify, defend, and hold harmless the indemnified parties identified in this Order.
5. **Supply Bonds:**
Supply bond not required.
6. **Termination:** Clark shall have the right to terminate all or any part of this Order for convenience by providing Supplier with a written notice of termination, which shall be effective upon receipt by Supplier. If this Order is terminated for convenience, Supplier shall be paid as its sole and exclusive remedy the amount representing costs which are due from the Owner for Supplier's materials or work, as provided in the Contract Documents, conditioned upon and after payment therefor by the Owner to Clark. If Supplier shall fail to perform any obligations under this Order, Clark may terminate Supplier's performance of all or any part of this Order for default. In the event of such termination, Clark may, in addition to all other rights and remedies, which shall continue unabated, purchase substitute items or services elsewhere and hold Supplier liable for any excess costs incurred. Should it be determined that a termination for default was improper, such termination shall be deemed a termination for convenience and Supplier's sole and exclusive remedy shall be as provided in the case of termination for convenience.
7. **Inspection and Acceptance:**
 - a. Supplier shall provide appropriate facilities at all reasonable times for inspection by Clark or Owner of the work and materials provided under this Order, whether at the Project site or at any place where such work or materials may be in preparation, manufacture, storage, or installation. Supplier shall promptly replace or correct any work or materials which Clark or Owner shall reject as failing to conform to the requirements of this Order, whether or not Clark and/or the Owner previously accepted the materials and/or the work. If Supplier does not so provide replacements or make corrections within the time set forth in the Contract documents, or if a time is not set forth therein, within a reasonable time, Clark shall have the right to do so and Supplier shall be liable to Clark for the cost thereof. If, in the opinion of Clark, is not expedient to correct or replace all or any part of rejected work or materials, then Clark, at its option, may deduct from the payments due, or to become due, to Supplier such amount as, in Clark's reasonable judgment, will represent (i) the difference between the cost of the rejected work and materials and the value thereof if it complied with this Order, or (ii) the cost of correction, whichever Clark determines to be less. Cannot revise.
 - b. Supplier's remedy for wrongful rejection of work pursuant to Section a. shall be limited to Clark's remedy under the Contract Documents, whether or not the Owner or by Clark at request of the Owner. Clark shall be liable for Supplier's increased direct costs caused by wrongful rejection of work if the Owner was not involved in the rejection. Please advise how the guardshacks will be delivered? Clark will take possession once they are delivered to the jobsite.
 - c. The work shall be accepted according to the terms of the Contract Documents. Unless expressly agreed by Clark in writing, Clark shall not constitute acceptance of the materials or work.
8. **Delivery:** Supplier shall insure and be responsible for the items provided hereunder until such time as they have been delivered and unloaded at their destination and accepted by Clark. on site by others 
9. **Liens:** Supplier agrees to furnish, prior to any payments hereunder, evidence satisfactory to Clark, the Owner or both that payment has been made for all labor and materials used in filing Order. If requested, Supplier shall furnish at the time of payment a bill of sale and a release of liens on Clark's standard form. In the event liens or claims of any kind are filed by anyone in relation to this Order, Supplier shall have the lien or claim discharged, within three (3) days of receipt of written notice, by posting a bond or other security, and if not so discharged, Clark may discharge the lien or claim and hold Supplier responsible for all costs in connection therewith, including attorney's fees.
10. **Patents:** In the event that any third party asserts against Clark or Owner a claim for patent infringement, royalties or licensing fees with respect to use or sale of items purchased herein, Supplier agrees to indemnify, defend, and hold harmless Clark or Owner for all costs, damages and expenses, including court costs and attorney's fees incurred as a result of any such claim.
11. **Acceptance of Order:** This Order may only be accepted by Supplier signing and returning to Clark the acknowledgement copy of this Order within ten (10) days after the date of this Order. No modification of the terms of this Order shall be effective unless and until expressly accepted by Clark in writing.
12. **Complete Agreement:** This Order represents the entire agreement between the parties hereto with respect to the matters covered herein and supersedes all prior negotiations, agreements, representations, warranties, or other matters, oral or written. This Order may be amended only by a written instrument that is signed by an authorized representative of Clark. No other previous agreements, representations, proposals, bid, warranties, or other matters, oral or written, shall be deemed to bind to parties hereto. No other agreements, representations, warranties or statements, whether oral or written, provided to Clark subsequent to this Order shall be binding on either party unless included in an amendment to this Order.
13. **Equal Employment Opportunity and Anti-Harassment:**
 - a. All work performed and/or materials supplied under this Order are subject to Clark's current Equal Employment Opportunity Policy and Affirmative Action Plan. Copies of these policies are available for review upon request.

- b. Supplier agrees to abide by Clark's Anti-Harassment Policy. Copies of Clark's Anti-Harassment Policy are available for review upon request.
- c. Supplier shall include the provisions of this Article 13. in Supplier's Agreements. The requirements of this Article 13. shall be in addition to any Equal Employment Opportunity provisions of the Contract Documents.

14. **Changes:**

- a. Clark may, at any time, unilaterally or by agreement with Supplier, without notice to the sureties, make changes in the work covered by this Order. Payment on account of such changes in any way relating to or arising from any act or omission of the Owner or involving the Contract Documents shall only be made if, when and to the extent Clark receives payment from the Owner on account of the change. This is a condition precedent to entitlement. Changes directed by Clark independent of the Owner and the Contract Documents shall be paid for in accordance with the payment terms set forth herein. Supplier agrees to provide any certifications reasonably required by Clark and/or the Contract Documents including certification of claims, and to indemnify Clark for any and all liability arising from any false or misleading certifications submitted by Supplier.
- b. If Supplier considers any action or inaction by Clark other than a formal change order to be a change, it shall: (i) notify Clark in writing within three (3) days of said action or inaction; (ii) provide the information described below within ten (10) days of said action or inaction; and (iii) seek a confirmation from Clark for each of the foregoing clauses (i) and (ii). Failure to comply with such procedure outlined in this Article 14 and obtain said confirmation shall constitute a waiver of the right to compensation for the action or inaction.
- c. Any request or notice of claim submitted shall provide such detail as necessary for Clark to assess and evaluate the claim adequately and shall include at a minimum: (1) a narrative with reference to all relevant Supplier scope of work requirements and any changes or impacts alleged to each; (2) any documentation, correspondence, or direction by Clark establishing the basis for the claim; (3) identification of all mitigation efforts taken or proposed to be taken; (4) a narrative and schedule setting forth the events giving rise to the claim; and, (5) a narrative identifying any areas of work and work activities where inefficiency is claimed. Failure to provide such detail shall constitute a waiver of Supplier's claim.

15. ~~**Withholding and Payment:** Clark may withhold amounts otherwise due under this Order, or under any other arrangement between the parties, to cover Clark's reasonable estimate of any costs, liquidated damages or liability Clark has incurred or may incur for which Supplier may be responsible under this Order or under any other arrangement between the parties. Appropriate adjustments to withholdings shall be made when the exact amounts owed are determined. In the event withholdings are made, Supplier shall be paid in full when Clark's right to recover from the Owner is finally determined or expires. Supplier acknowledges that this Article 15. establishes a reasonable time for payment.~~ We have this redlined in the PO & Exhibit E in folder. **Cannot revise.**

16. **On-Site Work:** If Supplier's workers will be at the jobsite at any time, Suppliers agrees to adhere to the requirements of Clark's Fitness for Duty Policy and to provide adequate proof of Workers' Compensation Insurance. In the event that Supplier or any of its agents, employees, suppliers, or lower-tier subcontractors use or operate any machinery, tools, scaffolding, fall protection devices, hoists, lifts, cranes or any other items or equipment belonging to or under the control of Clark, any other subcontractor to Clark, or any other indemnified party, Supplier shall assume full responsibility for such use or operation and shall be liable to Clark for any resulting loss or damage (including bodily injury or death or damage to property), and Supplier shall at its own expense and to the fullest extent permitted by applicable law, indemnify, defend and hold harmless Clark, such other subcontractor, and all other indemnified parties from any such loss or damage (including bodily injury or death or damage to property) in accordance with Article 4 and Supplier shall waive any claims of subrogation by its insurers.

17. **Approvals:** Supplier shall deliver to Clark copies of shop drawings, cuts, samples, material lists and other submissions required by Clark, the Owner, or the Contract Documents within sufficient time so as not to delay performance of the Project. Clark's review of shop drawings, cuts, samples, material lists and other submission shall not relieve the Supplier from responsibility for errors of any sort therein, or from the necessity of furnishing any work required by the Contract Documents.

18. **Taxes:** Except as otherwise provided by this Order and/or the Contract Documents, Supplier agrees to pay and comply with and hold Clark harmless against the payment of all Federal, State and local contributions, taxes, duties or premiums, arising out of this Order, including use or other duties or taxes of whatever nature levied or assessed against the Owner, Clark or Supplier arising out of this Order, including interest of penalties.

19. **Title and Risk of Loss:** Title to all material to be supplied under this Order shall be transferred free and clear of all encumbrances and Supplier shall retain no legal or equitable interest in any such material. Title shall pass to Clark or, if the Contract Documents so provide, the Owner upon the earliest of (a) delivery, (b) payment, or (c) the time set forth in the Contract Documents. Regardless of title, Supplier shall have the sole responsibility for risk of loss with respect to the materials until final acceptance by the Owner or Clark.

20. **Submittals:** In conformance with the schedule established by Clark, furnish all shop drawings, schedules, samples, technical data, or other specified information required for the Owner's and/or Architect's approval. In the event of a disapproved substitution, the Supplier will be solely responsible to provide the specified materials/equipment in accordance with Clark's Schedule.

21. **Limitations Period:** For any claim or dispute arising under, relating to, or otherwise concerning this Order or Supplier's work, the statute of limitations period shall commence the date of Substantial Completion of the Project; provided, however, if any claim or dispute between Clark and Supplier under this Order is based upon or arises from a claim brought by an indemnified party against Clark or tendered by an indemnified party to Clark, the statute of limitations period shall commence on the date on which legal proceedings are initiated against or such claim is tendered to Clark.

22. **Assignment:** Supplier shall not voluntarily or by court order assign or transfer this Order, or any right, duty, or funds due hereunder, whether by contract, merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or otherwise, without the prior written consent of Clark, which may be withheld in its sole discretion. Any attempted assignment of this Order without the consent of Clark shall be null and void and of no force or effect. A change of control through sale, transfer or assignment of securities of Supplier representing twenty five percent (25%) or more of the voting power of all of Supplier's voting securities to an acquiring party or group shall constitute an assignment for purposes of this Article 22. In the event of a permitted assignment or transfer, Supplier shall be liable to Clark for any costs Clark incurs. Immediately upon request, Supplier will provide to Clark a copy of all of Supplier's agreements and copies of all documents relating to or otherwise concerning an assignment as described in this Article 22.

23. **Applicable Law:** Supplier shall be bound by, and, at its own cost, shall comply with all Federal, state and local laws, codes, ordinances and regulations applicable to this Order and the performance of the work hereunder whether by reason of general law or by reason of provisions in the Contract Documents. Unless otherwise provided in the Contract Documents, the terms and conditions of this Order shall be interpreted and enforced in accordance with the laws of the jurisdiction where the Project is located.

24. **Media and Technology:** Supplier, its lower-tier suppliers, and any of their respective employees shall not make, say, or publish any statement, announcement, or publicity release regarding the Project to any third-party or in any public forum including any social media outlet. Supplier agrees to abide by Clark's Subcontractor Information Technology Policy, which is incorporated herein by reference and is available for review upon request.

25. **Severability and Waiver:** It is the intention of the parties that the provisions of this Order be enforceable to the fullest extent permitted by applicable law. To the extent that any provision of this Order, including without limitation Article 4, is deemed invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with law.



Amazon - Project Azul - Ontario
PANEL BUILT INC
 Purchase Order Dated: January 8, 2025

EXHIBIT A

Lake, Where are these documents?
 AB

Cannot remove items 1 & 2. See
 updated Exhibit A in final draft.

1. ~~Agreement between Owner and Clark.~~
2. ~~General Conditions of the Agreement between Owner and Clark.~~
3. ~~Owner provided Drawings:~~
 - A. ~~2420-0312 POC-2 Ontario Compiled Set Arch-SMPE (2).pdf~~
 - B. ~~POC2 Ontario - Civil Permit Draft Set - 02.28.2024 (1).pdf~~
 - C. ~~2024-03-21 Logisticenter at Ontario Ranch Azul Site Improvement Plans - Permitting Set.pdf~~
 - D. ~~AMZ POC2 Ontario, CA (Office Remodel) - FA Permit Set_2024.03.28.pdf~~
 - E. ~~AMZ POC2 Ontario, CA (Office Remodel) - FP Permit Set_2024.03.28.pdf~~
 - F. ~~1435 Rialto - Site Improvement Plans (2024-03-28).pdf~~
 - G. ~~8566 Pecan Avenue- Site Improvement Plans (2024-03-28).pdf~~
 - H. ~~TRANE RTU Submittal Information~~
 - a) ~~NAFC IXD POC2 Ontario CA Proposal 12-28-2023.pdf~~
 - b) ~~purchase.ZK02605_616165.pdf~~
 - c) ~~purchase.ZK02605_992364.pdf~~
 - I. ~~24-003C POC2 ELECT 04.21.24.pdf~~
 - J. ~~24-003C POC2 Ontario_Mech_04.19.24.pdf~~
 - K. ~~24-003C POC2 Ontario_Plbg_04.19.24.pdf~~
 - L. ~~04-25-2024 POC2 Architectural Progress Set~~
 - M. ~~POC2 Module List_Rec 1.0_Issued 2024-05-17~~
 - N. ~~2024-06-06 - 2023-1069 Amazon - POC2 - Ontario - Architectural Set - 2nd Submittal~~
 - O. ~~Amazon-IXD-Ontario-Building-Drawings_2024-08-22~~
 - P. ~~HSA_POC2 Structural Delta 3 Bulletin 2_2024-09-11~~
 - Q. ~~POC2 Composite 2.0 Permitted Set_2024-10-04~~
 - R. ~~LANGAN_POC2 Permitting Site Improvement Plan_2024-08-09~~
 - S. ~~1 - B2024040235 Site Improvement Plans (2024-10-22)~~



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EXHIBIT A

Lake, Where are these documents ?
 AB

- ~~T. DURAVANT-Provided Material Handling Equipment Drawings~~
- ~~a) POC2 MHE 2.0.04272026~~
 - ~~b) POC2_ELEC_PWR_FMH_20240424~~
 - ~~c) POC2 Power Drops Ancillary BOUND 20240426~~
 - ~~d) 860-2307-11+Destuff-IT+(DTU+DTB)+Electrical+Requirements+20Amp~~
 - ~~e) SSIPID Electrical Details~~
- ~~U. Hargis Proxy TeleData and Security Drawings~~
- ~~a) 20240402.sIXD.TSOW.NarrativeRFP.rev0.0 CONFIDENTIAL.pdf~~
 - ~~b) Attach 1.0 - 20240402.sIXD.Telecommunica...Pricing Set.coord.rev0.CONFIDENTIAL.pdf~~
 - ~~c) Attach 4.0 - Amazon FC CCTV.Camera Provisioning and Focusing Guidelines.V3.pdf~~
 - ~~d) Attach 5.0 - 20240315.Low Voltage Responsibility Matrix (MDF SDEN).pdf~~
- ~~V. Specifications:~~
- ~~a) 01 9113 -General Commissioning Requirements-GENERIC-15JUN2020.pdf~~
 - ~~b) 03 3000 -Cast-in-Place Concrete-GENERIC-30OCT2020 (1).pdf~~
 - ~~c) 03 3560 -Concrete Floor Finishing-GENERIC-NON-AR-15JUN2020.pdf~~
 - ~~d) 08 7100 -Door Hardware_Rev5.0.pdf~~
 - ~~e) 11 1300 Loading Dock Equipment 25June2021.pdf~~
 - ~~f) 11 1300 Loading Dock Equipment-DB89-GENERIC-10MAR2020.pdf~~
 - ~~g) 14 4551 - VERTICAL RECIPROCATING CONVEYOR - IXD.pdf~~
 - ~~h) 23 0900 -INSTRUMENTATION AND CONTROL FOR HVAC V4.4-GENERIC-15JUN2020.pdf~~
 - ~~i) 23 0993 -SEQUENCE OF OPERATIONS FOR HVAC CONTROLS-GENERIC-15JUN2020.pdf~~
 - ~~j) 25 1300 -INTEGRATED AUTOMATION SYSTEMS V.4.1-GENERIC-15JUN2020.pdf~~
 - ~~k) Geotechnical Decision Flowchart.pdf~~
 - ~~l) IXD DESIGN CRITERIA - IXD Cross Dock - GEN 4.3.5 v1.0 - 3-16-2021.pdf~~
 - ~~m) IXD Supplemental V3 Revision Log~~
 - ~~n) NA-IXD Supplemental 2024 Site Guidance V3~~
 - ~~o) NA-IXD Supplemental Design Criteria V2.1~~
 - ~~p) PREFAB GUARDHOUSE SPEC_Amazon 8 x 15 - NON RR_Rev_A~~
 - ~~q) SIGNAGE - 2021.03.10_IXD GEN 4.3.5 V1.0_ARCH~~
 - ~~r) NA-Amazon WWBD Signage Standard v2.1~~
 - ~~s) 08 7100-WWBD-Door Hardware V6.0~~
- ~~W. Existing Drawings For Reference Only:~~
- ~~a) B202204784-Dermody Ontario TI ASI #6A Full SET.pdf~~
 - ~~b) B202208911 -Ret Wall & TE ASI #6 230331.pdf~~
 - ~~c) B202301897-Dermody Ontario SHELL resubmittal up to ASI #9.pdf~~
 - ~~d) POC2(S_nIXD)_OVERALL COMPOSITE_20240301_REV1.0-GROUND (2).pdf~~
 - ~~e) POC2(S_nIXD)_OVERALL COMPOSITE_20240301_REV1.0-SITE PLAN.pdf~~



Amazon - Project Azul - Ontario
PANEL BUILT INC
Purchase Order Dated: January 8, 2025

EXHIBIT A

X. IXD Construction Safety Conditions.pdf

Where are these documents?
AB

4. ~~Clark Provided Documents:~~

A. ~~Amazon IXD Ontario - Site Logistics Plan_2024-04-23.pdf~~

B. ~~24008B1 - Amazon - Project Azul - Project Schedule.pdf dated 2024-03-28~~

C. ~~CLARK SAFETY MANUAL 11.2024~~

D. ~~CLARK QUALITY CONTROL PLAN~~

E. ~~CLARK WATER LOSS PREVENTION HANDBOOK AND POLICY~~

F. ~~Amazon IXD Ontario Full Schedule NF - 6-05-2024~~

G. ~~Amazon IXD Ontario POC 2 - LIVE Baseline Full Schedule - 7-25-2024~~

H. ~~Amazon IXD Ontario Full Schedule - 11-01-2024~~



Amazon - Project Azul - Ontario
PANEL BUILT INC
 Purchase Order Dated: January 8, 2025

EXHIBIT B

~~Supplier shall not proceed with the work of this Order until Clark has received approval of this Order award from the Owner and when Clark has received a notice to proceed from the Owner. Upon occurrence of these conditions precedent, Clark will advise Supplier in writing. Supplier shall not proceed without written direction from an Officer of Clark to do so.~~ Justin Doung has gave us a notice to proceed at risk.

Agree to remove. See updated Exhibit B in final draft.

Supplier shall furnish to Clark all manufacturing, delivery, supervision, materials, labor, equipment, lower-tier subcontracts/orders and all other things necessary for the total and satisfactory execution of all **PRE-ENGINEERED SHELTER SYSTEM** work on the Project, all in accordance with the Contract Documents listed in Exhibit A and this Order.

The following is a list of the major items of work included in this Order. This list is for clarification only and does not relieve this Supplier from accomplishing all **PRE-ENGINEERED SHELTER SYSTEM** work complete for the Project, which is the intent of this Order, unless items of work are specifically listed in the "Exclusions" section below.

Furnish and deliver, complete, all work of the following Specification Sections:

PRE-ENGINEERED SHELTER SYSTEM

Furnish and deliver portions of the following Contract Documents as required for the total and satisfactory performance of the **PRE-ENGINEERED SHELTER SYSTEM** work of this Order:

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS **DIVISION 01 – GENERAL REQUIREMENTS**

For clarification purposes, and without limiting this Supplier's responsibility to furnish and deliver all **PRE-ENGINEERED SHELTER SYSTEM** work, the following items are specifically included in the work of this Order. Any details noted below are not intended to be limiting and Supplier shall provide all similar items at other details. All items are "furnish and deliver" unless otherwise noted:

1. Submit dimensioned drawings showing **PRE-ENGINEERED SHELTER SYSTEM**, materials, joints, profiles, edge conditions, attachments to other work and finishes.
2. Coordinate size and location of **PRE-ENGINEERED SHELTER SYSTEM** indicated to be attached to or recessed into adjacent work, and furnish anchoring devices with templates, diagrams and instructions for their installation.
3. All items shall be delivered to jobsite or to a location agreed upon with Clark. A joint inventory shall be conducted and documented between Supplier, Clark, and the installing subcontractor as a prerequisite to receiving material. Supplier shall provide Clark and installing subcontractor at least forty eight (48) hours notice prior to delivering its material
4. Pre-engineered shelter system, including but not limited to guardhouse trailers, supplied and delivered per the approved Submittal Drawings.



Amazon - Project Azul - Ontario
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EXHIBIT B

5. Aluminum framing extrusions to have clear anodized finish.
6. Fixed and sliding windows to include clear tempered glazing.
7. Guardhouse trailer to include integral roof and perimeter gutter.
8. Provide guardhouse trailer shop drawings that include locations for MEP tie ins, primarily electrical and security.
9. Engineered designs, drawings and calculations prepared by a California Licensed Professional Engineer in the appropriate discipline for your work.
10. Guardhouse trailers to meet layout requested from Owner.
11. Wiring and conduit for electrical, data, and HVAC rough-in. final tie in by others
Agree to revise. See updated Exhibit B in final draft.
12. Electrical load center, weather-rated power disconnects, and split system complete.
13. Doors, frames, and hardware complete.
14. All required Housing and Community Development (HCD) stamp and insignia.

EXCLUSIONS:

The following items are specifically excluded from the work of this Order:

1. Final power connection. (by electrical subcontractor)
2. Final data connection. (by telecommunications subcontractor)

SCHEDULE:

Time is of the essence in the execution of the work of this Order. Therefore, Supplier must provide sufficient labor, materials, and equipment at all times to meet (i) Clark's schedules as reasonably amended from time to time and (ii) any other milestones and durations set forth in this Order, including this Exhibit B (such schedules, milestones and durations collectively referred to as the "Supplier Schedule"); Supplier acknowledges and represents that it has received adequate consideration under this Order therefore. ~~Accordingly, Supplier agrees that it shall take whatever steps necessary, including, but not limited to, additional manpower, equipment, materials, overtime, or shifts, at its sole cost and expense to perform its work to meet the Supplier Schedule.~~ This is redlined in the subcontract form Supplier shall not be entitled to Cannot revise. make a claim for impacts to the timely completion of its work, unless Supplier is in compliance with all of the terms and conditions of this Order, and provided further that any such claim shall be measured only against the milestones from which Clark is permitted to make a claim against the Owner under the Contract Documents, even if such milestones differ from the dates, milestones and



Amazon - Project Azul - Ontario
PANEL BUILT INC
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EXHIBIT B

durations set forth in the Supplier Schedule.

This Order total sum is firm and is not subject to escalation. Supplier has included all labor and material escalation, regardless of the timeframe in which this Supplier's work is performed within the Supplier Schedule.

1. Complete submittals shall be furnished within 1 week of the notice to proceed from Clark.

2. **Installation** shall be completed on or before the milestones and/or duration listed below:
 add proposal dates

Milestone	Date or Duration
	All durations and milestones are measured from written direction to proceed with this Order unless noted otherwise.
i. Weld fabrication	No later than February 26, 2025.
ii. Third Party Weld Inspection	No later than March 21, 2025.
iii. Assembly	No later than April 21, 2025.
iv. Third Party Final Inspection	No later than April 23, 2025.

3. ~~Delivery shall be no later than April 29, 2025.~~

PBI should not accept this time frame as the 3rd party review process is not definite - this opens PBI to scheduling risk - ADB

ALTERNATES:

At Clark's option, any of the following alternates may be included in this Order for the stated amount. Supplier shall not proceed with any work associated with the alternates without prior written direction from an Officer of Clark. The stated amounts include all related costs, overhead, profit, insurance, and insurance.

Milestone dates to remain as written. See added language to Item #14 in final draft regarding 3rd-party review duration.

1. Not used.

At Owner's option, any of the following alternates may be included in this Order by change order for the stated amount and shall be performed in accordance with the Contract Documents. The following alternates are contingent upon the Owner's approval. Supplier shall not proceed with any work associated with the following alternates without prior written direction from an Officer of Clark. The stated amounts include all related costs, overhead, profit, and insurance.

1. Not used.



EXHIBIT B

UNIT PRICES:

The following unit prices are included in accordance with the Contract Documents. The following unit prices are contingent upon the Owner’s approval. Supplier shall not proceed with any work associated with the following unit prices without prior written direction from an Officer of Clark. The stated amounts include all related costs, overhead, profit, and insurance.

Description of work	Add Amount (\$)	Deduct Amount (\$)
Not used.	N/A	N/A

OTHER PROVISIONS:

1. Prior to commencing the performance of the Order referenced herein, Supplier shall procure, and thereafter maintain, at its own expense, for as long as this Order is in effect, the minimum Professional Liability coverage set forth below in a form and from insurers acceptable to Clark; and shall provide Clark with a certificate evidencing such coverage. Each certificate shall state that the insurer will give Clark thirty (30) days prior written notice of any cancellation or material change in the policy:

Professional Liability Insurance:
Each Claim \$5,000,000
Aggregate Limit of Liability \$5,000,000
This insurance may either be a claims made or occurrence coverage form.

Supplier shall provide, or in the case of any of its subcontractors of any tier providing Professional Liability coverage, shall cause any of such subcontractors to provide, Clark with a certificate of insurance confirming the existence of insurance coverage set forth above. Certificates for any tiered subcontractor performing Professional Liability must name Clark as a certificate holder and include the following information on the certificate: ~~TIERED SUBCONTRACTOR~~ for Supplier name: job number and job name.

Cannot revise.
Tiered subcontractor
providing design
services must
provide PLI.

2. ~~Supplier shall comply with, and demonstrate compliances with Clark’s Safety, Health and Environmental Manual: Section D Trucking Safety Program, D 01 Trucking Compliance, as well as all U.S. Department of Transportation (DOT), Federal Motor Carrier Safety Administration, State and Local Trucking Regulations.~~

Agree to remove. See updated
Exhibit B in final draft.

3. Where in this Order, inclusive of the exhibits, the term "Subcontractor" is used, this is to be interpreted as "Supplier" and where "Subcontract" is used, this is to be interpreted as "Order".
4. This Order contemplates that Supplier will participate in Clark’s Subcontractor Default Insurance (SDI) program, in lieu of providing a supply bond. Upon written notice from Clark, Supplier will provide to Clark all documents and information needed to enroll



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 Purchase Order Dated: January 8, 2025

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Supplier in Clark's SDI program and periodically update such information as may be required for the SDI program.

Supplier acknowledges that the SDI program is administered by Clark and that Clark may exercise its discretion in establishing the terms of the program and in deciding whether to enroll Supplier in the program.

In the event Clark does not elect to enroll Supplier in Clark's SDI program, Supplier shall furnish a supply bond, in the full amount of this Order, and on a form and from a surety acceptable to Clark immediately upon receipt of written direction from Clark. Upon receipt of an acceptable bond, Clark shall reimburse Supplier for the bond premium in the amount of the invoice from the surety.

5. Clark is committed to the safety and health of all individuals working on our projects. In addition to this Supplier's obligation to perform its work using safe and healthful methods, this obligation also applies to this Supplier's lower tier Suppliers. Clark reserves the right to prohibit this Supplier's use of lower tier Suppliers that do not comply with the policies and procedures of Clark's Safety, Health and Environmental Manual. Prior to this Supplier awarding any lower tier agreements, this Supplier shall provide the following information from all lower tiers performing work onsite for the last five (5) years: OSHA 300/300A Forms, Experience Modification Rating (EMR) letter, list of any Federal/State OSHA serious, willful or repeat citations and corrective actions implemented, and list of any worker fatalities including a general explanation of the event and any corrective actions implemented. This information will enable Clark, this Supplier, and its lower tiers to work together to maintain the safest possible workplace and set the standard for safety in our industry.
6. Clark SDBE Requirement. This Supplier acknowledges and understands that Clark has a Small and Disadvantaged Business Enterprise ("SDBE") participation goal of at least TWENTY FIVE PERCENT (25%) of the cost of the work on this and all Clark projects (the "SDBE Clark Goal"). The SDBE Clark Goal excludes fee, general conditions, insurance, taxes and related items and includes self-perform operations and Ordered work at all tiers. As a material inducement to Clark entering into this Order and reaching the SDBE Clark Goal, Supplier represents that this Order includes, at a minimum, ONE HUNDRED PERCENT (100%) of this Order work to be completed by a SDBE (hereinafter the "Supplier's SDBE Goal") firm(s). In the event any of Supplier's lower-tier Suppliers are unable to perform under this Order, this Supplier's SDBE Goal shall not be modified. Supplier shall report payments to any lower-tier Suppliers monthly and simultaneously with Supplier's requisition as follows:

Supplier	Certification Type	Certification Number	Work Description	Percentage of Work
Panel Built Inc.	SBE	332311	Pre-engineered structures	100%

Supplier agrees to include this provision in all of its lower-tier orders and shall be responsible



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for any lower-tier supplier's compliance with the SDBE Clark Goal. Supplier agrees to furnish all submittals and documentation required for such compliance in reaching the SDBE Clark Goal.

(END OF EXHIBIT B)

In Process



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EXHIBIT D
(03/27/2024)

This Subcontract shall include, but is not limited to, the items listed below which supplement the articles of the Subcontract. In the event of a conflict between any provision of the Subcontract and any provision of this Exhibit D, the more stringent requirement shall apply.

GENERAL

1. Third-Party Platforms (as defined in the Subcontractor Information Technology Policy) for this Project include the following: **Login? Is this set up already ?**

Textura is required for this project. Please advise if there will be additional costs to use this program.

- a. Oracle's Textura Payment Management (TPM), a cloud-based construction invoicing and payment solution. Unless otherwise directed in writing by Clark, all applications for payment and all supporting documents required by the Subcontract or applicable law, or otherwise reasonably required by Clark or Owner (including but not limited to lien waivers, sworn statements, contractor's licenses, and small business credentials as applicable) for Subcontractor and Subcontractor's subcontractors, shall be in electronic format and shall be submitted to Clark using TPM. Subcontractor shall be responsible for and pay all fees associated with or related to its use of TPM (including enrollment fees, transaction fees, and sales taxes). The current cost to use TPM is 0.22% of the Subcontract amount with a maximum cost of \$5,000.00 to Subcontractor. Cost to lower tier subcontractors to use TPM is \$100.00 per project. Subcontractor shall include a similar provision in its lower-tier subcontracts. For additional information, see <https://www.oracle.com/applications/primavera/products/textura-payment-management/>.

- b. Procore, a web-based document management and workflow platform for the distribution of Project information (including, but not limited to, RFI's, transmittals, quality, observation, punchlist, document control, submittals, daily reports, and correspondence). Subcontractor will maintain an active Procore account for the entire duration of the Project. Project teams will send out email invitations to Procore.

Does not apply, bond is not required for this project.

2. If Subcontractor is to provide a bond pursuant to the requirements of this Subcontract, Subcontractor shall provide acceptable consent(s) of surety if at any time the Subcontract amount increases by twenty percent (20%) of the original Subcontract amount, any subsequent twenty percent (20%) increase in the Subcontract amount, ~~to any reduction in retainage~~, and to final payment, or as otherwise reasonably requested by Clark. Receipt of such consent by Clark is a condition precedent to Clark's obligation to pay funds to Subcontractor. Furthermore, if required by the Owner, Subcontractor shall provide an additional obligee bond rider on a form acceptable to Clark within ten (10) days of a written request.

3. It is the intent of this Subcontract that the work performed pursuant hereto be complete and acceptable in every respect. The descriptions of the work included herein are clarifications of specific items and are not intended to limit the scope of work required or reasonably inferable for complete systems in accordance with the Contract Documents. Subcontractor includes the cost to perform all work necessary to provide a complete and useable facility in accordance with the scope of this Subcontract and the Contract Documents whether or not all items are



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explicitly shown or included in the Contract Documents.

4. Specific details, specifications, schedules, drawings, or other Contract Documents referenced in this Subcontract are included for purposes of illustration only and do not necessarily reflect all such conditions or all locations in which the associated portion of work occurs. The Subcontractor is responsible for all similar conditions as required for the completion of its work.
5. To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Subcontractor has provided in the Subcontract amount for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by change order.
6. Extra work tickets will not be honored unless signed by an Officer of Clark or a Clark representative authorized in writing.
7. Where back charges arise between the Subcontractor and Clark, charges shall be at cost without markup for overhead or profit.
8. Wherever within this agreement or exhibits, the term "Subcontractor" shall be interchangeable with "Supplier", "Consultant", "Lessor", "Vendor", "Designer", "Architect", and "Provider" and the term "Subcontract" shall be interchangeable with "Abbreviated Subcontract", "Purchase Order", "Order", "Lease Order", "Work Order" and "Agreement".
9. Certifications, warranties, licenses, permits, tests, fees, maintenance, and inspections required by the Contract Documents and authorities having jurisdiction.

SAFETY **review and cross out on site labor / NA work**

10. A minimum of four (4) weeks, or as required by the Contract Documents, prior to arrival onsite, Subcontractor shall submit to Clark, Safe-Start documents including a safety program and job hazard analysis. Two (2) weeks prior to starting ANY work on this Project, a pre-mobilization start-up meeting (Safe-Start) shall be held with our Regional Safety Director and/or Project Safety Manager. This meeting will review the established Project Safety Program. Subcontractor's Project supervisor and supervisors of any subcontractors working for Subcontractor must attend (lower tier subcontractor Safe Start meetings may be held separately if they are not identified and available for the initial Safe Start). All paperwork in this meeting shall be signed by an officer of the Subcontractor.
11. Subcontractor agrees to follow the CURRENT pandemic mitigation measures required per their jurisdiction and required onsite as updated from time to time. These measures will be discussed at the Safe-Start meeting.



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12. Minimum ANSI cut-level four (A4) work gloves shall be worn at all times. A higher cut resistance level may be required based on the operation. Special purpose work gloves shall be required when employees are performing certain tasks including electric "hot" gloves, chemical-resistant gloves, rubber gloves, heat-resistant gloves, and/or tight fitting for rotating tool gloves.
13. Safety helmets with a fastened, integrated four-point chinstrap are required. Acceptable helmets shall meet ANSI Z89.1 Type I or Type II standards and EN12492 performance standards 4.2.1.2 (front energy absorption), 4.2.1.3 (side energy absorption), 4.2.1.4 (rear energy absorption), 4.2.3 (retention system strength) and 4.2.4 (retention system effectiveness). Subcontractor shall determine whether the hazards associated with their work warrant having helmets with an electrical rating. **A traditional hard hat with a chinstrap will not be allowed.**
14. Subcontractor shall provide a designated safety representative on the jobsite with a minimum of first aid and CPR training within the last two (2) years and OSHA 10-hour training.
15. Subcontractor shall provide a full-time dedicated safety manager on the jobsite when its manpower (including lower tier subcontractors) exceeds thirty (30) workers and provide an additional full-time dedicated safety manager when manpower (including lower tier subcontractors) on the jobsite reaches one hundred (100) workers and additionally for every fifty (50) workers thereafter. Subcontractor's safety manager shall have no other duties other than safety and shall have OSHA 30-hour, first aid and CPR training. Subcontractor's safety manager shall attend all safety meetings conducted by Clark while this Subcontractor is onsite.
 - a. The full-time dedicated safety representative shall have a current certification from a recognized safety organization (i.e.BCSP, OSHA, WSO) and will provide a written weekly safety report.
16. If Subcontractor removes or damages any safety rail or other safety item for any reason, Subcontractor shall be responsible to immediately reinstall or repair the safety rail or safety item.
17. Subcontractor to provide a detailed written return-to-work policy related to any injury that occurs on a Clark Project.
18. Subcontractor shall require all employees to attend Clark's weekly "All Hands Safety Meeting." The time of these meetings to be established by Clark.
19. Safety Inspections; each day, Clark will select a subcontractor to provide one employee to perform a safety audit of a portion of the project for a one-hour duration. Clark may at its discretion, require craft and supervision attendance at stand-down safety meetings to discuss safety incidents and safety performance concerns on the project site.
20. Subcontractor shall implement a range of motion (stretch and flex) program for their onsite



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employees.

21. Drivers are not to perform work on site outside of their job as a driver. Provide driver job scope and JHA prior to work to Clark Safety.
22. Subcontractor shall develop a mobile technology use policy with an objective of minimizing jobsite usage, except as necessary for the performance of work-related tasks. The policy shall address the following, at a minimum: designated cell phone use areas, a “No Walking While Talking or Texting” requirement, and a no mobile technology use while operating a vehicle or mobile equipment requirement. Subcontractor shall provide lead field/on site management representative with the appropriate mobile technology needed to meet the reporting and documentation requirements. This equipment should include at a minimum a laptop computer or comparable tablet, printer/scanner, and a smart phone.
23. A lift plan for all hoisting and rigging activities is required. The following are the minimum items to be included in the lift plan:
 - a. Nature, timing, location and characteristics of the rigging and lifting task.
 - b. Personnel training records review.
 - c. Necessary personnel, load weights, equipment, capacity charts and rigging hardware for the task.
 - d. Determining the optimum rigging configuration to properly support and maneuver the load into place.
 - e. Adequate anchorage points for the lift equipment.
 - f. Identification of adjacent site activities that could be affected by the lift.
 - g. The plan must be communicated in a manner that ensures the commitment and understanding of all individuals involved or who can be affected by the lift.
 - h. Established communication method(s) between signal person and crane operator.
 - i. Barricading the lift area to ensure unexpected traffic will become aware of the lift in progress is mandatory.

Damaged rigging that has been tagged out of service shall not be accessible for use or left on the site longer than (24) hours.

24. Foamed-lined safety glasses, goggles, or a face shield with safety glasses is required for work at, or above, head level that creates airborne debris. Both face shields and safety glasses are required for work that creates airborne debris that travel at high speeds.

SUBMITTALS

25. Subcontractor shall complete Clark’s Daily Report within the Procore Daily Log application by 10:00a.m. of the next business day.
26. Within thirty (30) days of the award of this Subcontract, Subcontractor shall provide a complete list of all lower tier subcontractors and suppliers and a detailed, itemized schedule of



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all equipment and material to be provided by this Subcontractor and shall update the schedule monthly until all items are delivered. For each lower tier subcontractor and supplier, this list shall include the lower tier representative, address, phone number, and scope of work. For each piece of equipment or material required to perform the Subcontractor's work, the list shall include the manufacturer, the Subcontractor's purchase order number to manufacturer, the manufacturer's representative, and phone number, proposed and actual submittal dates, required submittal approval dates and the original and current scheduled delivery dates.

INTERFACE AND COORDINATION

27. Subcontractor shall provide a competent full-time foreman that is fluent in English while performing work on the site. The foreman will have an extensive knowledge of the work and have a complete set of current Contract Documents and all approved shop drawings associated with the Subcontractor's work. The foreman will also have a means to communicate with those within the company authorized to make binding decisions.
28. Subcontractor attendance is mandatory, while on site, at the weekly superintendent meetings conducted by Clark. Failure to coordinate work or failure to interface with other trades as a result of not attending these meetings will be the sole responsibility of this Subcontractor to remedy.

CLEAN UP

dumpster provided by others See Exclusion #3 in updated Exhibit B

29. Each week, Subcontractor shall provide one (1) laborer for eight (8) hours for every three hundred (300) man-hours worked by its employees on the site during that week to participate in a composite clean-up crew under the direction of Clark. Subcontractor's labor shall continue to be its agent and employee while participating in this task. Subcontractor shall continue to be responsible for the daily clean-up and removal of all trash and debris which results from its operations.
30. Housekeeping is a mandatory, ongoing, and daily requirement of all subcontractors with regards to their own forces and work areas. All staged materials will be stored in areas pre-approved by Clark's Superintendent. Subcontractor shall store its material in an orderly and accessible manner that does not prohibit access of other trades or movement of personnel and equipment. Subcontractor shall coordinate material storage with all other affected trades. Relocation of on-site material may sometimes be required, and Subcontractor will, at Clark's direction, promptly relocate on-site material at no cost to Clark.

PROJECT ACCESS AND SECURITY

31. Subcontractor's office or storage trailers will not be allowed on the site without Clark's written consent. See Exclusion #4 in updated Exhibit B
32. ~~Subcontractor shall provide all material, labor and equipment including, but not limited to, certified flagmen, barriers, permits, fees, temporary road and walkways, and signalization~~



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~~required for the maintenance of vehicular and pedestrian traffic during the execution of this work. Traffic maintenance shall conform to OSHA, DOT, and local jurisdictions' requirements.~~

33. No employee parking is allowed on-site without Clark's written consent.
34. Subcontractor shall be responsible for registering personnel and obtaining required security badges and vehicle permits to perform work within a restricted area. Subcontractor may be subject to personnel and vehicular inspections prior to entering the site.

DOCUMENT REPRODUCTION

35. Subcontractor agrees that as a condition precedent to its receiving any CAD or BIM information from the Project architect or any other designer to the Project, Subcontractor will, at Clark's direction, either sign directly the indemnity and other documentation required by the architect or designer related to the CAD or BIM information or will indemnify, defend and hold harmless Clark for any and all damages, losses, claims, liabilities or costs incurred by Clark arising out of the use of the CAD or BIM information. This indemnification obligation is in addition to those set forth in the Subcontract and other Contract Documents.
36. Subcontractor will properly dispose of all documents in accordance with the Contract Documents.

EQUIPMENT AND MATERIAL DELIVERY AND STORAGE

37. Deliveries must be scheduled a minimum of twenty-four (24) hours in advance with Clark's Superintendent so as not to impede the work of others, or block public streets and site access routes.
38. Long term storage is not permitted at the site. Materials must be scheduled to arrive just prior to incorporation into the work.

QUALITY CONTROL & CORRECTION OF WORK

See Exclusion #5 in updated Exhibit B

39. ~~Subcontractor shall pay the cost of repairing all damage to spray fireproofing caused by its operations.~~
40. Subcontractor shall review the critical dimensions and elevations of existing work and shall otherwise verify the conformity of existing work to the Contract Documents and to its suitability for receiving the work of this Subcontract. Subcontractor shall promptly submit a written statement to Clark noting any discrepancies or unacceptable conditions as they relate to its work. Subcontractor shall not attach to or cover any work that is not properly installed.
41. Subcontractor shall agree to fully participate in the Clark's Quality Control Plan and all the daily requirements for reporting of work performed, crew sized hours expended, etc. Subcontractor shall designate a responsible Quality Control Representative who has the



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authority to act for the company in regard to quality issues, testing, inspection, and report to the Clark Quality Control Manager or designated representative on a daily basis. Subcontractor agrees to provide access to its work for purposes of inspection and testing.

WAGE SCALE

42. Subcontractor is responsible for compliance with the wage scale requirements of the Contract Documents. If required and in accordance with the Contract Documents, certified payrolls in compliance with the Davis-Bacon Act shall be submitted to Clark on a weekly basis. All Subcontractors will utilize the electronic certified payroll system selected by Clark for the Project (i.e. "LCP Tracker").
43. Subcontractor acknowledges that Clark has entered into labor agreements: Subcontractor hereby expressly agrees that all of the provisions of the applicable labor agreements are incorporated into this Agreement as if they were set forth in their entirety.
- a. Should there be a labor dispute on Clark's jobsite and should a reserved gate or neutral access be established, it shall be the obligation of Subcontractor to continue the proper performance of its work without interruption or delay.
 - b. Subcontractor further promises and agrees that it will bind and require all of its subcontractors and their subcontractors performing jobsite work of the type covered by any of the labor agreements specified below to agree to all of the foregoing promises and undertakings, to the same effect as herein provided with respect to Subcontractor.
 - c. Upon request, Subcontractor agrees to submit certified payroll reports to Clark no later than three (3) working days after labor has been paid. Subcontractor agrees to submit project foreman and/or superintendent field reports to Clark no later than three (3) working days after Clark's request.
 - i. **SOUTHERN CALIFORNIA AGREEMENTS:** A copy of ALL Master Labor Agreements Clark is party to are available by contacting one of Clark's regional offices in Los Angeles, San Diego or Orange County at (714) 429-9779 or the Construction Employers' Association (925) 930-8184 (Walnut Creek) / (916) 978-8510 (Sacramento).



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EXHIBIT E FOR PO
(04/02/2024)

Supplier shall provide a certificate of insurance in accordance with the below terms, conditions, and minimal limits. Supplier is responsible for complying with all insurance requirements outlined in this Exhibit E and anywhere else in the contract/purchase order unless specifically agreed to in writing by an Officer of Clark.

Upon execution of this Order, Supplier shall procure (at its sole cost and expense), maintain, and evidence, insurance coverages set forth below that conform to the following:

1. The following shall be inserted in the Description of Operations/Special Provisions area of the certificate:

24008B1 – POC2 Project Azul – 4000 South Hamner Avenue, Ontario, CA 91761 – Clark Construction Group, CA-LP (hereinafter “Certificate Holder”) **and Clark Construction Group, LLC , Amazon and each Indemnified Party** are to be Additional Insureds on a Primary and Non-contributory basis on the General Liability, Automobile, and Excess/Umbrella policies. Waiver of Subrogation in favor of Certificate Holders applies to all policies. In the event subcontractor maintains insurance with limits greater than the minimums required in this Exhibit, the insurance coverage and limits available to the Additional Insured shall be at least as broad as the coverage and limits provided to the Named Insured, and this Agreement shall be deemed to require such full limits. **ALL COVERAGES LISTED APPLY ON-SITE FOR ALL OPERATIONS OF THE INSURED.**

2. Certificate Holder shall be:

Clark Construction Group, CA-LP
C/O: myCOI 1075 Broad Ripple Ave, Suite 313
Indianapolis, IN 46220

3. All insurance policies required by this Exhibit E shall be underwritten, at a minimum, by a company licensed to provide insurance in the jurisdiction(s) where the work of this Order is taking place. Clark reserves the right to reject the insurance obtained by the Supplier if the deductible or SIR exceeds \$100,000.

4. The certificate shall provide limits equal to or greater than the sample provided on page 2 of this E and where required elsewhere in this contract/purchase order. Minimum \$5,000,000 General limit can be achieved through a CGL policy or a combination of CGL policies and following umbrella excess liability policies. We have sent over information for the PLI of 5M coverage. (still need to be accepted by customer)

PLI cost will be added to the contract amount once final version is sent through Docusign.

5. ~~In the event the Supplier or any of its suppliers at any tier are performing petroleum delivery services, this Supplier, and any such lower-tier suppliers, shall procure, maintain, and evidence Pollution Liability Coverage.~~ Red lined in the EXHIBIT E Template.

See Exclusion #6 in updated Exhibit B

6. Verification of certificate compliance will be managed by our partner myCOI. If you are new to myCOI, you will receive an email inviting you to register and add your insurance agent contact information. Your insurance agent will submit Certificates of Insurance through the myCOI Agent Portal.

Certificates must contain the job number, job name, contract number and jobsite address.



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EXHIBIT E FOR PO (04/02/2024)

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 01/01/2016		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
PRODUCER PRODUCER NAME PRODUCER ADDRESS CITY, STATE, ZIP			CONTACT NAME: PRODUCER CONTACT NAME PHONE (A/C, No, Ext): PRODUCER PHONE NO. FAX (A/C, No): E-MAIL: PRODUCER EMAIL ADDR ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : INSURANCE COMPANY A INSURER B : INSURANCE COMPANY B INSURER C : INSURANCE COMPANY C INSURER D : INSURER E : INSURER F :			
INSURED INSURED NAME INSURED ADDRESS CITY, STATE, ZIP			NAIC #			
COVERAGES						
CERTIFICATE NUMBER:						
REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY ENDORSEMENTS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD) WVD	POLICY NUMBER	POLY OFF (MM/DD/YYYY) (MM/DD/YYYY)	POLY EXP (MM/DD/YYYY) (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y Y	POLICY NO.	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP AGG \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> HIRED <input type="checkbox"/> AUTOS ONLY SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTOS ONLY	Y Y	POLICY NO.	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$		POLICY NO.	01/01/2016	01/01/2017	EACH OCCURRENCE \$ *Difference if AGGREGATE \$ needed to obtain \$ \$5MM CGL
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A Y	POLICY NO.	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	IF APPLICABLE POLLUTION (IF APPLICABLE) PROFESSIONAL		POLICY NO.	01/01/2016	01/01/2017	POLLUTION \$2M/\$2M pollution has been redlined. PROFESSIONAL \$1M/\$1M
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) [COMPLETE IN ACCORDANCE WITH TERMS OF PAGE 1 OF EXHIBIT E]						
CERTIFICATE HOLDER [COMPLETE IN ACCORDANCE WITH TERMS OF PAGE 1 OF EXHIBIT E]				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE SIGNED BY AUTHORIZED PRODUCER/AGENT		

Pollution not required.

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ACORD 25 (2016/03)

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Rev. 03/20/2018



**AMAZON - PROJECT AZUL - ONTARIO
ONTARIO, CA**

EXHIBIT J
(03/28/2024)

Preliminary Exhibit J - Subject to Change Upon Execution of the Final Owner Contract

1. **[Subcontractor/Supplier/Consultant/Designer/Provider/Lessor]** (hereinafter referred to as "Subcontractor") shall comply with all terms, conditions, and provisions that are incorporated by reference or set forth in full text in, or otherwise comprise a part of or are applicable to the **AIA A102-2017 and the AIA A201-2017** (hereinafter referred to collectively as the "Prime Contract"). All such terms, conditions, and provisions are hereby incorporated by reference and shall have the same force and effect as if they were inserted and set forth in full text in this **[Subcontract/Order/Agreement/Lease Order]** (hereinafter referred to as "Subcontract"). In the event of a conflict between the terms and conditions included in this Exhibit J and any other terms and conditions included in the Subcontract, this Exhibit J shall govern and control.
2. Subcontractor hereby agrees to include all clauses included herein in all of its subcontracts of any tier. If this Subcontractor enters into a lower tier subcontract at any time during the performance of this Subcontract, a copy of those lower tier subcontracts must also be provided to Clark. This provision shall also apply to any and all lower tier subcontractors related to the performance of this Subcontract.

AIA A102-2017 Agreement Flowdown Clauses

Preliminary AIA A102 Agreement does not include any Owner Required Flowdowns at this time.

AIA A201-2017 General Conditions Flowdown Clauses

§ 1.9 CONFIDENTIALITY

The Contractor will comply with the terms of any nondisclosure agreement executed by the Contractor in favor of the Owner (or the Owner's affiliates) ("NDA"). The Contractor and its agents and representatives (i) will protect and keep confidential the existence of the Contract (including, without limitation, all Work Orders), its terms and conditions and any other information obtained from the Owner in connection with the Contract or related to the Work that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary (including but not limited to all information relating to the Owner's technology, customers, business plans, marketing activities, and finances), (ii) will use such information only for the purpose(s) for which it was originally disclosed and in any case only for the purpose of fulfilling its obligations under the Contract, (iii) will protect and keep confidential under the NDA all Phase 1 environmental reports provided to the Contractor related to the Work, and (iv) will return all such information to the Owner promptly upon the termination of the Contract. All such information will remain the Owner's exclusive property, and the Contractor will have no rights to use such information except as expressly provided herein. The Contractor will not use any trade name, trademark, service mark, logo or commercial symbol, or any other proprietary rights of the Owner or any of its affiliates in any manner without prior written authorization of such use by a Vice President of the Owner. The Contractor will not issue press releases or publicity relating to the Project, the Owner, or the Contract or reference the Owner or its affiliates in any brochures, advertisements, client lists, or other promotional materials. The Contractor shall cause its Subcontractors, subconsultants, Suppliers, and Sub-subcontractors to comply with the provisions of this Section 1.9 and for such purposes all references herein to "Contractor" shall mean the applicable Subcontractor, subconsultant, Supplier, or Sub-subcontractor. At the Owner's request, the Contractor shall require Subcontractors, subconsultants, Suppliers, and Sub-subcontractors to execute and deliver to the Owner nondisclosure agreements in a form provided by the Owner. **[NOTE: Owner's form of NDA is attached hereto as Exhibit J-2.]**

§ 3.16 Access to Work



AMAZON - PROJECT AZUL - ONTARIO ONTARIO, CA

EXHIBIT J **(03/28/2024)**

§ 3.16.1 Neither the Contractor nor the Architect nor any of their respective Consultants, Subcontractors, Sub-subcontractors, Suppliers, agents, employees, nor other persons or entities performing portions of the Work for, or on behalf of, the Contractor or the Architect shall provide access to the Project site to any person or party without the express written consent of the Owner. The Owner hereby consents to the Contractor and the Architect providing access to any Prime Consultant or Separate Contractor for the purpose of completing such entities services or work on the Project.

§ 5.3 Subcontractual Relations

§ 5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Except as permitted by the Owner, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. Notwithstanding any provision of Section 5.3.1, any part of the Work performed for the Contractor by a Subcontractor or its Sub-subcontractor or any Supplier shall be pursuant to a written subcontract or purchase agreement between Contractor and such Subcontractor or Supplier (or Subcontractor and its Sub-subcontractor or Supplier), which shall be prepared on a form satisfactory to Owner in all respects. Each such subcontract or agreement shall contain provisions that:

- .1 require that such Work be performed in accordance with the requirements of the Contract Documents;
- .2 require the Subcontractor, Sub-subcontractor, or Supplier to carry and maintain insurance coverage in amounts which are customary to the industry and sufficient to protect the Owner, and to file certificates of such coverage with the Contractor;
- .3 require the Subcontractor, Sub-subcontractor, or Supplier to submit certificates and waivers of liens for Work completed by it and by Sub-subcontractors or for materials provided by a Supplier as a condition to the disbursement of the progress payment next due and owing;
- .4 require submissions to the Contractor or Subcontractor, as the case may be, of applications for payment in a form approved by the Owner, together with clearly defined invoices and billings supporting all such applications under each subcontract to which the Contractor is a party;
- .5 require each Subcontractor, Sub-subcontractor, or Supplier to furnish to the Contractor in a timely fashion all information necessary for the preparation and submission of the reports required herein; and
- .6 require that each Subcontractor, Sub-subcontractor, or Supplier continue to perform under its subcontract or agreement in the event the Contract is terminated and the Owner elects to take an assignment of its subcontract or agreement and requests such Subcontractor, Sub-subcontractor, or Supplier to continue such performance.



**AMAZON - PROJECT AZUL - ONTARIO
ONTARIO, CA**

EXHIBIT J
(03/28/2024)

END OF FLOWDOWN CLAUSES

3. For purposes of interpreting all terms, conditions, and provisions set forth in full text above, the term "Clark" shall substitute for the term "Owner," and the term "Subcontractor" shall substitute for the term "Contractor," wherever such terms appear and to the extent necessary to render the provision to be consistent with the intent of Clark and the Owner.

In Process



Amazon - Project Azul - Ontario
PANEL BUILT INC
 Purchase Order Dated: January 8, 2025

EXHIBIT J - 2

NONDISCLOSURE AGREEMENT

COMPANY: Complete BOX below and FAX to (206) 266-7010 or e-mail to contracts-legal@amazon.com.

Company Name: <u>Panel Built Inc.</u>	Address: <u>302 Beasley St.</u>
By (signature): <u>[Signature]</u>	<u>Blairsville, GA 30512</u>
Printed Name: <u>Lake Arnick</u>	Fax No: <u>800-594-3245</u>
Title: <u>Sales</u>	Email Address: <u>Larnick@panelbuilt.com</u>
Date Signed: <u>10-31-24</u>	

This Nondisclosure Agreement (this "Agreement") is entered into by Company for the benefit of Amazon.com, Inc. and its Affiliates ("Amazon"). In connection with Company's provision or acquisition of products, services, or content to or from Amazon, Company may receive information on Amazon's operations and businesses. In consideration of the receipt of such information, the Company agrees as follows:

1. **Confidential Information.** "Affiliate" means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by or is under common control with that entity, and "Confidential Information" means all nonpublic information relating to Amazon or disclosed by Amazon or its Affiliates to the above-referenced company, its Affiliates or agents of any of the foregoing (collectively, "Company") that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential.

2. **Exclusion.** Confidential Information excludes information that (i) is or becomes publicly available without breach of this Agreement, (ii) can be shown by documentation to have been known to Company at the time of its receipt from Amazon, (iii) is disclosed to Company from any third party who did not acquire or disclose such information by a wrongful or tortious act, or (iv) can be shown by documentation to have been independently developed by Company without reference to any Confidential Information.

3. **Use of Confidential Information.** Company may use Confidential Information only in pursuance of its business relationship with Amazon. Except as provided in this Agreement, Company will not disclose Confidential Information to anyone without Amazon's prior written consent. Company will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature.

4. **Company Personnel.** Company will restrict the possession, knowledge and use of Confidential Information to each of its employees and subcontractors who (i) has a need to know the Confidential Information, and (ii) is legally obligated to protect the Confidential Information to the same or greater degree as required under this Agreement. Company will ensure that its employees, subcontractors and Affiliates comply with this Agreement.

5. **Disclosures to Governmental Entities.** Company may disclose Confidential Information as required to comply with orders of governmental entities with jurisdiction over it, if Company (i) gives Amazon prior written notice sufficient to allow Amazon to seek a protective order or other remedy (except to the extent that Company's compliance would cause it to violate an order of the governmental entity or other legal requirement), (ii) discloses only such information as is required by the governmental entity, and (iii) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

6. **Ownership of Confidential Information.** All Confidential Information will remain the exclusive property of Amazon. Amazon's disclosure of Confidential Information will not constitute an express or implied grant to Company of any rights to or under Amazon's patents,

copyrights, trade secrets, trademarks or other intellectual property rights. Company will not use any trade name, trademark, logo or any other proprietary rights of Amazon (or any of its Affiliates) in any manner without prior written authorization of such use by a Vice President of Amazon (or its applicable Affiliate).

7. **Notice of Unauthorized Use.** Company will notify Amazon immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement. Company will cooperate with Amazon in every reasonable way to help Amazon regain possession of such Confidential Information and prevent its further unauthorized use and disclosure.

8. **Return of Confidential Information.** Company will return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following Amazon's written request.

9. **Injunctive Relief.** Company acknowledges that a breach of its obligations under this Agreement could cause irreparable harm to Amazon as to which monetary damages may be difficult to ascertain or an inadequate remedy. Company agrees that Amazon will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Agreement.

10. **Scope; Termination.** This Agreement covers Confidential Information received by Company prior and subsequent to the date hereof. This Agreement is effective as of the date Confidential Information is first received and will continue for 3 years, after which it automatically renews unless either party terminates this Agreement by providing at least 90 days prior written notice to the other party, provided, that Company's obligations with respect to Confidential Information will survive for 5 years following termination of this Agreement, and Sections 6, 9, 10, and 11 will survive indefinitely and the confidentiality obligations of this Agreement will continue to apply to the Confidential Information for as long as the information continues to constitute a trade secret or does not otherwise fall within an exclusion described in Section 2.

11. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and may be amended, modified, or waived only with the mutual written consent of the parties. Company may not assign this Agreement without Amazon's written consent. If a provision of this Agreement is held invalid under applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect. This Agreement will be governed by internal laws of the State of Washington, without reference to its choice of law rules. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement will be in the state and federal courts in King County, Washington, and each of the parties hereto consents to the personal jurisdiction of, and venue in, those courts. All notices hereunder will be in writing and will be sent by overnight courier, confirmed facsimile transmission certified mail. Notices to Company will be delivered to the address set forth above. Notices to Amazon will be delivered, Attn: General Counsel, to: 410 Terry Avenue North, Seattle, WA 98109-5210; Fax No. 206-266-7010.



Amazon - Project Azul - Ontario
PANEL BUILT INC
Purchase Order Dated: January 8, 2025
Contract No.: 4300031575

EXHIBIT W

Certification of Compliance with Wage Laws

The undersigned certifies and affirms that PANEL BUILT INC and all of its tiered subcontractors and suppliers have been, at all times through the date written below, and will remain, in compliance with all federal, state, and local wage laws applicable to PANEL BUILT INC work on the Project with respect to (1) use of independent contractors, (2) payment of wages, (3) payment of overtime, (4) federal, state, and local withholdings, and (5) payment of benefits, payroll and other taxes as applicable, worker's compensation contributions if applicable, and any other payments required by law.

PANEL BUILT INC shall defend, indemnify, and hold harmless Clark, the Owner, each of their affiliates, and their respective directors, officers, members, managers, employees, sureties, and insurers from and against any claims or damages arising from any false statement or misrepresentation with respect to this certification.

The undersigned does hereby swear that he/she is a duly authorized representative of PANEL BUILT INC and that the foregoing statements are true, accurate and complete.

Print Name: _____

Signature: _____

Title: _____

Date: _____



Amazon - Project Azul - Ontario
PANEL BUILT INC
Purchase Order Dated: January 8, 2025
Contract No.: 4300031575

EXHIBIT W-1

Authorized Individual for Signing Certification of Compliance with Wage Laws
Only required with initial submission or when updates are made

I, the undersigned, hereby authorize the individual(s) listed below to sign on our behalf in all manners relating to the Exhibit W Certification of Compliance with Wage Laws. Any and all acts carried out by the individual(s) on our behalf shall have the same effect as acts of our own.

Authorized Individual(s):

Name (Printed):

Name (Printed):

Name (Printed):

In Process

This authorization is valid until further written notice from PANEL BUILT INC.

Sincerely,

PANEL BUILT INC
(Subcontractor)

By: _____
(Authorized Representative's signature)

Print name: **LAKE ARNICK** _____

Title: _____

Certificate Of Completion

Envelope Id: 945E6B91-FE8E-4A4F-89A0-5924AB863205		Status: Sent
Subject: Contract Award: Project Azul - Ontario [24008B1] - PANEL BUILT INC		
Source Envelope:		
Document Pages: 27	Signatures: 0	Envelope Originator: Clark Construction Group, LLC and its affiliates, 7500 Old Georgetown Rd # 7 Bethesda, MD 20814-6133 cmg@clarkus.com IP Address: 3.219.158.143
Certificate Pages: 5	Initials: 0	
AutoNav: Enabled		
Envelopeld Stamping: Enabled		
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		

Record Tracking

Status: Original	Holder: Clark Construction Group, LLC and its affiliates,	Location: DocuSign
1/14/2025 12:39:11 PM	cmg@clarkus.com	

Signer Events	Signature	Timestamp
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LAKE ARNICK larnick@panelbuilt.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Accepted: 1/16/2025 9:29:02 AM ID: b50458d9-ce93-42a7-9c4a-090ffa568608		Sent: 1/14/2025 12:39:17 PM
		Viewed: 1/16/2025 9:29:02 AM

Deborah Eskenazi
deborah.eskenazi@clarkconstruction.com
Security Level: Email, Account Authentication (Optional)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carlos G. Gonzalez
carlos.gonzalez@clarkconstruction.com
Security Level: Email, Account Authentication (Optional)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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alex.dintino@clarkconstruction.com	<div>COPIED</div>	Sent: 1/14/2025 12:39:15 PM
alex.dintino@clarkconstruction.com		
Security Level: Email, Account Authentication (Optional)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
<div>matt.gerard@clarkconstruction.com</div> <div>matt.gerard@clarkconstruction.com</div> <div>Security Level: Email, Account Authentication (Optional)</div> <div>Electronic Record and Signature Disclosure: Not Offered via DocuSign</div>	COPIED	Sent: 1/14/2025 12:39:15 PM
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Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/14/2025 12:39:15 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Clark Construction Group, LLC and its affiliates, subsidiaries, and joint ventures (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Authorized Representative

You HEREBY CERTIFY that you are a duly authorized representative of the corporation/partnership/limited liability corporation and are authorized to agree to these terms and conditions on behalf of your corporation/partnership/limited liability corporation. Furthermore, you certify that the bylaws/partnership agreement/operating agreement or similar controlling document which authorizes you has not been modified, rescinded or revoked and are at present in full force and effect.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or

made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Clark Construction Group, LLC and its affiliates, subsidiaries, and joint ventures:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise Clark Construction Group, LLC and its affiliates, subsidiaries, and joint ventures of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send a written request to Clark Construction Group, LLC and its affiliates, subsidiaries, and joint ventures, Attention: Contracts Management Group, 7500 Old Georgetown Road, Bethesda, MD 20814-6133 and in the body of such request you must state: your previous e-mail address and your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Clark Construction Group, LLC and its affiliates, subsidiaries, and joint ventures

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send a written request to Clark Construction Group, LLC and its affiliates, subsidiaries, and joint ventures, Attention: Contracts Management Group, 7500 Old Georgetown Road, Bethesda, MD 20814-6133 and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Clark Construction Group, LLC and its affiliates, subsidiaries, and joint ventures

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us a written request via certified mail to Clark Construction Group, LLC and its affiliates, subsidiaries, and joint ventures, Attention: Contracts Management Group, 7500 Old Georgetown Road, Bethesda, MD 20814-6133 and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Clark Construction Group, LLC and its affiliates, subsidiaries, and joint ventures as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Clark Construction Group, LLC and its affiliates, subsidiaries, and joint ventures during the course of my relationship with you.