

Distribution	SUBJECT	Date
	MATERIAL SUPPLIERS ACKNOWLEDGEMENT	09-01-2014

**PURPOSE:** To evidence the agreement between the General Contractor and the Supplier for materials.

**ISSUED BY:** Construction Manager

- PROCEDURE:**
- 1) Decision is made by CM to purchase materials from a specific Supplier.
  - 2) CM drafts P.O.s to be issued and provides any special language.
  - 3) CS prepares P.O.s and enters P.O. information into project cost book.
  - 4) CS types Material Suppliers Acknowledgement and Attachments B and C (4 copies).
  - 5) CS submits P.O.s, construction files, Material Suppliers Acknowledgement and page from P.O. Log book to CM. CM approves.
  - 6) CS files 4<sup>th</sup> copy in file of Material Suppliers Acknowledgement and sends other copies along with P.O.s to job site.
  - 7) Authorized supplier representative signs all copies of Acknowledgement and Attachments.
  - 8) Superintendent then releases P.O.s to Supplier and files green copies of P.O.s and job copy of Acknowledgement in the job site file.
  - 9) Superintendent returns FDC copy of Acknowledgement to main office.
  - 10) CS files in construction file.

**Note:** Purchase Orders are not to be released to any Supplier by the Project Manager unless the Supplier signs the Acknowledgement without changes. Should any Supplier wish to make any changes to the Acknowledgement, then those changes must be negotiated with the CM and documented in writing prior to the release of the Purchase Orders.

FDC \_\_\_\_\_  
SUB \_\_\_\_\_  
JOB \_\_\_\_\_

EXAMPLE

MATERIAL SUPPLIERS ACKNOWLEDGEMENT

Pearl Lane APARTMENTS

Umatilla FLORIDA

Supplier: ABC Supply Co. Inc.

2960 County Rd. 561

Tavares, FL 32778

The undersigned supplier acknowledges receipt of the attached purchased order(s) for the above referenced project.

The Supplier agrees:

1. To provide materials under the terms set forth thereon for the duration of the construction of the project.
2. To provide Flynn Development Corporation proof of insurance coverage per Exhibits B and C.
3. All materials supplied shall meet specifications prepared by Project Architect and local codes.

Supplier: ABC Supply Co. Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**INSURANCE REQUIREMENTS**

The Subcontractor must provide Workers' Compensation coverage and Liability Insurance in the amounts set forth below. No work may commence until the certificate is provided per the following requirements and approved by the Contractor in the Contractor's sole discretion.

An **original** certificate of insurance showing **FLYNN DEVELOPMENT CORPORATION, FLYNN MANAGEMENT CORPORATION, and PL Umatilla, Ltd.** as an **ADDITIONAL INSURED**, indicating that **SUBCONTRACTOR'S INSURANCE IS PRIMARY** (collectively "Contractor"), and be in the same form as Exhibit "C" to the Subcontract Agreement, must be provided by the Subcontractor and approved by the Contractor before commencement of the Subcontract Work and before making any deliveries of materials to the project site.

- a. **Workers' Compensation:** All individuals performing work for or on behalf of the Subcontractor must be covered by workers' compensation insurance or be exempt in accordance with Florida law. Subcontractor may not permit any individual to perform the Subcontract work unless the individual is covered by workers' compensation insurance in the limits set forth herein or legally exempt.
1. **Insurance Policy** - Coverage to be statutory with a minimum of \$500,000 / 500,000 / 500,000 employer's liability and must cover all persons performing work for or on behalf of the Subcontractor, including, but not limited to employees and principals.
  2. **Exempt** - If the Subcontractor claims that it, any employee or any principal of the Subcontractor is exempt from Workers' Compensation coverage, before commencement of the Subcontract work, the Subcontractor must provide the Contractor with a copy of the Subcontractor's or individual's exemption card issued by the Division of Workers' Compensation of the Florida Department of Labor and Employment Security (the "Department") evidencing the Subcontractor's or individual's exempt status, and documentation from the Department stating that as of the date of the execution of the Subcontract Agreement, the Subcontractor's or individual's exemption has not been revoked *and* the Subcontractor has not exceeded its maximum number of exempt persons. The Contractor has sole discretion as to whether to accept the provided exemption documentation.
  3. **Leased Employees** - If Subcontractor uses leased employees to perform the Subcontract work, then Subcontractor must provide insurance certificate proving the existence of workers' compensation coverage from leasing company in conformance with the limits and terms herein and a list of individuals covered by the workers' compensation insurance.
- b. **Public Liability Insurance:** Comprehensive General Liability including premises operations, products, completed operations, broad form damage, contractual insurance, and independent contractors.

Bodily Injury	\$1,000,000	Each Occurrence
	\$2,000,000	Aggregate
Property Damage	\$1,000,000	Each Occurrence
	\$2,000,000	Aggregate

- c. **Umbrella Coverage:** \$1,000,000 optional, if GL limits are lower than listed above
- d. **Automobile Liability Insurance,** including any auto, hired, and non-owned vehicles.

Combined Single Limit	\$1,000,000	Each Accident
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The certificate must contain a 30-day notice of cancellation with the following language:

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail written notice to the certificate holder 30 days prior to the cancellation date.

Subcontractor authorizes Flynn Development Corporation to contact its insurance agent(s) directly to obtain proof of required coverage.

**NO DEVIATIONS FROM THE ABOVE WILL BE ACCEPTED**

All certificates must be mailed to the following address: **FLYNN DEVELOPMENT CORPORATION, 516 Lakeview Road, Unit 8, Clearwater, Florida 33756-3302, Telephone (727) 449-1182.**

\*Those contractors involved in any form of excavation must also carry explosion, collapse, and underground hazards coverage.

ACKNOWLEDGED BY:

ABC Supply Co. Inc.  
 (Print Subcontractor's name)  
 By: \_\_\_\_\_  
 (signature)  
 \_\_\_\_\_  
 (print name)  
 Its: \_\_\_\_\_  
 (title)



**FLYNN DEVELOPMENT CORPORATION**

516 LAKEVIEW ROAD VILLA 8  
 CLEARWATER, FL 33766  
 (727) 449-1182 FAX (727) 447-5516

**PURCHASE ORDER**

10-Sep-13

**SPECIAL INSTRUCTIONS**

**PURCHASE ORDER NUMBER**

19-0754-01-A

**EXAMPLE**

**JOB NAME  
 STREET ADDRESS  
 CITY, STATE  
 JOB PHONE**

PEARL LANE APARTMENTS  
 725 N. UMATILLA BLVD.  
 UMATILLA, FL 32784  
 352-669-1515

**VENDOR NAME  
 STREET ADDRESS  
 CITY, STATE  
 PHONE**

ABC SUPPLY CO. INC.  
 2960 COUNTY RD. 561  
 TAVARES, FL 32778  
 352-742-1520 FAX 352-742-1465

1. WE RESERVE THE RIGHT TO CANCEL THIS P.O. IF WORK HAS NOT STARTED OR MATERIALS NOT DELIVERED.
2. PURCHASE ORDER NO. MUST APPEAR ON ALL SHIPPING INVOICES OR CORRESPONDENCE.
3. NO LIABILITY WILL BE ASSUMED BY FDC FOR MATERIALS OR LABOR IN EXCESS OF THE AMOUNT SPECIFIED ON THIS P.O.
4. ISSUANCE OF THIS P.O. IS BINDING FOR LABOR AND MATERIALS AT PRICES SPECIFIED UNLESS NOTICE OF INABILITY TO COMPLY IS GIVEN TO FDC WITHIN 10 WORKING DAYS OF RECEIPT OF P.O.
5. ALL WORK MUST CONFORM TO FDC SUB-CONTRACTOR AGREEMENT ON FILE.

QUANTITY	UNIT	DESCRIPTION/SPECIFICATIONS	UNIT PRICE	TOTAL AMOUNT
ROOFING MATERIALS--BLDG. 01				
60	SQ	CERTAINTEED LM 30 SILVER BIRCH	76.50	4,590.00
5	BU	CERTAINTEED SHADOW RIDGE 30 LF PER BU	38.00	190.00
3	BU	SWIFT START STARTER 116 LF PER BU	35.00	105.00
34	RL	RESISTO LB 1236 3'x65'	37.72	1,282.48
15	EA	COBRA 4' SHINGLE OVER VENT	5.50	82.50
12	EA	GOOSENECK 10" MILL FINISH VENT KITCHEN	14.00	168.00
6	EA	2" LEAD BOOTS	8.30	49.80
4	EA	3" LEAD BOOTS	11.00	44.00
60	PC	ALUM EAVEDRIP WHITE WOODGRAIN 1.75" FACE 10 PC	3.83	229.80

\*\*\* ALL SHINGLES TO BE "CERTAINTEED LM 30 SILVER BIRCH"  
 30 YEAR FIBERGLASS FUNGUS RESISTANT,  
 130 MPH ENERGY STAR RATED

PRICES PER SHIRLEY COLLETT 9/6/13

SUB-TOTAL		\$6,741.58
SALES TAX (RATE %)	7.00	\$471.91
DISCOUNT (RATE %)	0.00	\$0.00
=====		
*** TOTAL ***		\$7,213.49
		=====

AUTHORIZED: \_\_\_\_\_ DATE 10-Sep-13

APPROVED:  \_\_\_\_\_ DATE  
 19-0754-01-A

**PURCHASE ORDER NUMBER**

FDC FILE COPY