

Vendor TIF Addendum

1. Payment & Lien Waivers

Vendor shall be paid within a reasonable time after Vendor submits an invoice, in accordance with the terms and conditions as described in the purchase order between Client and Vendor to which this Addendum is attached (the "**Purchase Order**").

The invoice should include the following:

- Invoice number
- The dates covered by the invoice
- Summary of the work performed
- Amount due under the invoice
- A "ship to" address of 100 W. Airport Road, Stillwater, Oklahoma 74075.

Vendor must complete on a monthly basis during the term of the Purchase Order a Monthly Itemized Register and Partial Lien Release, in the form attached hereto as **Exhibit A** and **Exhibit B**, respectively. Expenses of \$10,000 or more must be accompanied by a receipt evidencing such purchase. Vendor must also obtain Partial Lien Releases (**Exhibit B**) or Release Authorization and Certificate of Final Payment (**Exhibit C**) from subcontractors, lower tier subcontractors, and material suppliers/vendors, as applicable.

Following Client's final payment and completion of services under the Purchase Order, Vendor must execute and deliver to Client a Release Authorization and Certificate of Final Payment, in the form attached hereto as **Exhibit C**.

2. Sales and/or Use Taxes

Vendor shall cause all construction purchases in excess of \$10,000 to be delivered to the construction site, or another street address in Stillwater, Oklahoma for such purchases and deliveries in such a manner that Oklahoma and Stillwater sales and/or use taxes shall be applicable to the purchase.

Any subcontractors of Vendor shall be required to provide reports and invoices to Vendor and verify that sales and/or use tax is collected based on the Stillwater point of delivery for all building items and construction materials. If purchases for delivery to a Stillwater, Oklahoma location are not feasible, Client shall be advised promptly to seek approval for an exception.

3. Licenses

Vendor represents and warrants that it/he/she/they is/are appropriately licensed in the state of Oklahoma, if any licenses are required, and will maintain such license(s) in good standing for the duration of the Purchase Order between Vendor and Client.

4. Workers' Compensation

Vendor shall be responsible for providing all workers' compensation insurance on behalf of their employees. If the Vendor hires employees to perform any work under this Agreement, the Vendor agrees to grant workers' compensation coverage to the extent required by law.

Upon request by the Client, the Vendor must provide certificates proving workers' compensation insurance at any time during the performance of the Service.

5. Default

Failure to comply with the terms of this Addendum will provide grounds by which Client may terminate the Purchase Order for cause in accordance with the terms of the Purchase Order, subject to Vendor's ability to cure the default within 20 days.

6. Additional Insureds

In addition to the insurance required under the Purchase Order, Vendor must take out and/or maintain:

- A. A comprehensive general liability policy in the amount of at least \$1,000,000.00 for any person, \$2,000,000.00 for any occurrence, and \$1,000,000.00 property damage naming the Stillwater Economic Development Authority (the "Authority") as an additional insured and loss payee; and
- B. Property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial contracted sum, plus value of subsequent contract modifications, comprising total value for the entire work to be completed under each of the respective construction contracts, on a replacement cost basis which shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake (subject to sublimit), flood (subject to sublimit), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition and increased cost of construction occasioned by enforcement of any applicable legal requirements. The Authority shall be a named insured and loss payee. Any payment made under this policy shall be made jointly to the Vendor and the Authority.

Acknowledgement of Vendor:

Vendor Name: _____

Signature: _____

Printed Name: _____

Date: _____

Taxpayer ID Number: _____