

City of Jackson  
101 Court Street  
Jackson, MO 63755  
Phone - (573)243-3568  
Fax - (573)204/8292

# PURCHASE ORDER

EXHIBIT

B

P.O. #

**2023-3662**

TO:	SHAWNEE ELECTRIC CONTRACTORS, INC.	VENDOR #	4703
ADDRESS:	779 ENTERPRISE	P.O. DATE	2/21/2023
CITY/STATE/ZIP	CAPE GIRARDEAU, MO 63701	FUND #	480-481-4977
PHONE #		ORDERED BY:	EASTRIDGE, CHRIS
FAX #		DEPARTMENT:	CIVIC CENTER

SHIP TO ADDRESS:

SHIP DATE:

SHIP TO NAME:

DELIVERY TERMS:

SHIP TO PHONE:

PAY TERMS:

SHIP TO EMAIL:

QTY.	DESCRIPTION	EACH	TOTAL
1	PROVIDE POWER FOR OWNER PROVIDED & INSTALLED DOOR OPENERS AT JACKSON CIVIC CENTER	\$1,821.00	\$1,821.00

Approved by:



Subtotal:	\$1,821.00
SHIPPING:	\$0.00
Total:	\$1,821.00

The City of Jackson does not pay state or federal taxes unless otherwise required under law or regulation. The City's Missouri sales tax exemption number is 12490326.

**By acceptance of this purchase order the vendor/contractor expressly agrees to the terms stipulated on the reverse side.**

## **Purchase Order-Terms and Conditions**

**1. ACCEPTANCE:** Acceptance of this order must be without qualifications. City hereby objects to and will not be bound by any different or additional terms and conditions contained in the acceptance unless each such different or additional term is expressly agreed to in writing by the City. Vendor's action in (a) accepting this order, (b) delivering materials, or (c) performing services called for hereunder shall constitute an acceptance of terms and conditions below on this order.

**2. CONTRACTUAL RELATIONSHIP:** Vendor shall perform the work described independently and not as an employee of the City. The City has no right to supervise, direct, or control the Vendor or the Vendor's officers or employees in the means, methods, or details of the work to be performed by the Vendor. The City and Vendor agree that the work performed is not inherently dangerous, that the Vendor will perform the work in a workmanlike manner, and that the Vendor will take proper care and precautions to ensure the safety of Vendor's officers and employees.

**3. INSURANCE:** All insurance requirements applicable shall be fulfilled prior to the issuance of this Purchase Order. Vendor is responsible for keeping required insurance current until service is complete.

**4. PACKING SLIPS** or other suitable shipping documents shall accompany each shipment and shall show:

- a. Vendor company name and address;
- b. Name and address of the City department to which the shipment is being made;
- c. City Purchase Order number;
- d. Descriptive information as to the items delivered, including quantity and part numbers.

**5. INVOICES** submitted for payment shall be addressed to the City of Jackson, Accounts Payable, 101 Court Street, Jackson, Missouri 63755 and shall reference this City approved Purchase Order number. Payment will be made within 30 days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the Purchase Order/contract have been fulfilled.

**6. TAXES:** This Purchase Order, when executed by the City, serves as a tax exemption certificate in that the City, a municipality, claims an exemption from payment of taxes. These taxes must not be included on the invoice.

**7. CHANGES/QUANTITIES:** No changes may be made to this order without written authorization from a City representative. Exact quantities ordered should be shipped, except in instances where this is impractical such as material in bulk, in which case nearest amount available and not exceeding specified quantity is acceptable.

**8. QUALITY CONTROL:** Goods supplied as a result of this Purchase Order shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the Vendor's expense within a reasonable period of time. Payment for defective goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.

**9. WARRANTY:** Vendor shall warrant that all items or services shall conform to the proposed specifications and all warranties and be free for all defects in material, workmanship and title.

**10. PATENTS:** Upon acceptance of this order, Vendor agrees to protect the City from any claim involving patent right infringements, copyrights, or sale franchises.

**11. SHIPPING:** All prices must be F.O.B. destination. No boxing or packing charges will be allowed by the City unless specifically authorized on the face of this order.

**12. RISK OF LOSS:** Risk of loss, damage, or destruction of materials covered by this order, regardless of F.O.B. point, shall be and remain with the Vendor until the goods are delivered to the destination set out in the order and accepted by the City or City's nominee.

**13. DELIVERIES:** Delivery shall not be made to any place other than the destination indicated on this Purchase Order.

**14. CANCELLATIONS:** The City reserves the right to cancel Purchase Orders for failure on the part of the Vendor to deliver as promised, or within a reasonable time, if no delivery commitment is made, unless acceptable notification of delay is given to the City by the Vendor.

**15. LIABILITY:** Any person, firm, or corporation performing services pursuant to this Purchase Order shall be liable for all damages incurred while in performance of such services. Vendor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees, from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third person, vendor, or an employee of either parties hereto, and any loss of or damage to property, whether the same be that of either of the parties hereto or of third parties, caused by or alleged to be caused by, arising out of or in connection with the issuance of this order to Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificate of Insurance may be required for, but not limited to, Commercial General Liability, Commercial Auto Liability, Workers Compensation, and Professional Liability Insurance.

**16. APPLICABLE LAW:** This Purchase Order shall be interpreted and enforced according to the provisions of the State of Missouri Law, and Vendor shall abide by, and be in compliance with, all applicable laws, statutes, ordinances, and regulations.

**17. VENUE:** Both parties agree that the venue for any litigation arising from this Purchase Order/contract shall lie in the Circuit Court of Cape Girardeau County, Missouri.