

# FACPAC Purchase Order Form (Ref# 48875)

Form Status: Saved

---

Tier 3 Project: Horizons Academy safety upgrades

BG Number: 21-060

District: Todd County (551)

Status: Active

Phase: Project Initiation (View Checklist)

Contract: Graf Construction, 0001, 21-060 Todd County Horizons Academy Safety Upgrades

Type: General Contractor

Proposed

|                                 |                                       |
|---------------------------------|---------------------------------------|
| District PO Number              | 10009108                              |
| Ky Sales Tax Exempt Number      | B-867                                 |
| Date of Order                   | 4/22/2021                             |
| Specification Section           | 23 09 23                              |
| Material Description / Category | GPS Units, Hose Kits, and Accessories |
| Requested By                    | Superintendent Mark Thomas            |
| Vendor Name                     | Thermal Equipment Sales               |
| Vendor Address                  |                                       |
| 680 Bizzell Drive               |                                       |
| Lexington, Kentucky 40510       |                                       |
| Vendor Phone                    | (270) 898-6976                        |
| Vendor Email                    | jodie@thermaleq.com                   |
| Bill To                         | Graf Construction                     |
| Bill To Address                 |                                       |
| PO Box 743                      |                                       |
| Franklin, Kentucky 42135        |                                       |
| Ship To                         | Todd County Horizons Academy          |
| Ship To Address                 |                                       |
| 804 South Main Street           |                                       |
| Elkton, Kentucky 42303          |                                       |
| Attention Of                    | Lee Ross Dinwiddie                    |

## Contacts

The following project contacts must be notified 48 hours in advance of delivery to jobsite.

---

| Contact Name       | Contact Phone  |
|--------------------|----------------|
| Carl Burke         | (270) 926-4367 |
| Lee Ross Dinwiddie | (270) 991-7345 |

## Materials

Furnish the necessary materials to complete the following bid package(s) / specification section(s) in its entirety. All materials shall be in accordance with the requirements of the

**Contract.**

---

| <b>Item Description</b>               | <b>Item Number</b> | <b>Quantity</b> | <b>Unit Price</b>     | <b>Total</b> |
|---------------------------------------|--------------------|-----------------|-----------------------|--------------|
| GPS Units, Hose Kits, and Accessories | 1                  | 1               | \$10,000.00           | \$10,000.00  |
|                                       |                    |                 | Purchase Order Total: | \$10,000.00  |

**Authorization**

---

|                           |           |
|---------------------------|-----------|
| Owner Authorization Date  | 4/22/2021 |
| Vendor Authorization Date | 4/22/2021 |

## Purchase Order Signature Page (Online Form Ref# 48875)

---

Vendor

Date

---

Owner

Date

### Terms and Conditions

1. Drawings, catalogs, cut sheets, or samples shall be submitted for approval.
2. All invoices shall be sent to the contractor/subcontractor designated on the purchase order for approval. No invoices shall be sent directly to the Board of Education (Owner) for payment.
3. All invoices shall reference the purchase order number.
4. No change in, modification of, or revision of this order shall be valid unless in writing and signed by the Owner.
5. Vendor agrees to observe and comply with all applicable federal, state and locals laws, rules, ordinances and regulations in performance of this order.
6. Vendor shall not assign this order or any right hereunder without first having obtained the written consent of the Owner.
7. Deliveries are to be made in accordance with the Owner's schedule, as directed by the General Contractor (GC), Construction Manager (CM) or Qualified Provider (QP).
8. The Owner may cancel this purchase order in whole or in part in the event that the vendor fails or refuses to deliver any of the items purchased, within the time provided, or otherwise violates any of the conditions of this purchase order, or if it becomes evident that the vendor is not providing materials in accordance with the specifications or with such diligence as to permit delivery on or before the delivery date.
9. The vendor agrees to deliver the items to the supplied hereunder free and clear of all liens, encumbrances and claims.
10. If any of the goods covered under this purchase order are found to be defective in material or workmanship, or otherwise not in conformity with the requirements of this order, the Owner, in addition to the other rights which it may have under warranty or otherwise, shall have the right to reject the same or require that such articles or materials be corrected or replaced promptly with satisfactory materials or workmanship.
11. By acknowledging receipt of this order, by performing the designated work or any portion thereof, or by shipping the designated goods, the vendor agrees to the terms and conditions outlined.

12. This purchase order shall be governed in all respects by the laws of the Commonwealth of Kentucky.
13. In the event the quantities of materials supplied via this purchase order are insufficient to complete the work, the GC, CM or QP shall, at no expense to the Owner, provide such materials as necessary to complete the work.
14. In the event that at the completion of the work the vendor has not submitted invoices totaling the value of this purchase order, this purchase order shall be considered complete and closed.