

FACPAC Purchase Order Form (Ref# 49104)

Form Status: Saved

Tier 1 Project: ECHS Renovation Phase #7

BG Number: 21-055

Status: Active

District: Estill County (161)

Phase: Project Initiation (View Checklist)

Contract: RISING SUN DEVELOPING, INC., 0015, COMBO OF BP2-GENERAL TRADES & BP6-DRYWALL/CEILINGS

Type: CM Bid Package

Proposed

District PO Number

15-9

Ky Sales Tax Exempt Number

B-228

Date of Order

7/26/2021

Specification Section

Material Description / Category

BID PACKAGE 15: COMBINATION OF BID PACKAGE 2-GENERAL TRADES AND BP6-DRYWALL AND CEILINGS

Requested By

Vendor Name

Vendor Address

511 E. JOHN CARPENTER FREEWAY, SUITE 600

IRVING, TX 75062

RISING SUN DEVELOPING, INC.

FORTERRA

Vendor Phone

469/458-7976

Vendor Email

TOM.ACKE@FORTERRA.COM

Bill To

ESTILL COUNTY BOARD OF EDUCATION

Bill To Address

C/O RISING SUN DEVELOPING, INC.

2555 PALUMBO DRIVE, SUITE #110

LEXINGTON, KY 40509

Ship To

ESTILL COUNTY HIGH SCHOOL

Ship To Address

495 ENGINEER DRIVE

IRVINE, KY 40336

Attention Of

RISING SUN DEVELOPING, INC.

Contacts

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

Contact Name	Contact Phone
RISING SUN DEVELOPING, INC.	859/543-0205

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.

Item Description	Item Number	Quantity	Unit Price	Total
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Item Description	Item Number	Quantity	Unit Price	Total
CONCRETE STRUCTURES AND PIPE		1	\$283,899.00	\$283,899.00
Purchase Order Total:				\$283,899.00

Authorization

Owner Authorization Date	7/26/2021
Vendor Authorization Date	7/26/2021

Purchase Order Signature Page (Online Form Ref# 49104)

Chris Nicholson

Forterra Building Products

7.10.21

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.