

City of Griffin, Georgia 100 S Hill Street P O Box T

Griffin, Georgia 30224 (770) 229-6401

DATE:	3/4/2016	

Purchase Order

Bid/Quote No.

Vendor No.

Summit Mowers

Vendor Name & Address

304 S. Central Ave. New Albany, MS 38652

john@RemoteMowers.com

Ph: 662-266-7256	Fax:
Freight is FOB	Invoices are to be sent to
Destination	requesting dept. for approval
Deliveries are accepted	Payment inquiries should be
between the hours of	directed to Accounts Payable
8:00 a.m. and 4 p.m.	(accounting.vital@cityofgriffin.com

\*Terms: Net 30 unless otherwise specified on PO

Per Georgia State Code 48.8, the City of Griffin is tax exempt from sales and use tax.

Deliver to:

City of Griffin
Water and Wastewater Still Branch
2045 Flat Shoals Rd.
Concord Ga. 30206

ATTN:	Michael Me	Iton / Ben Teal	
Phone:	678-692-0407	Fax:	

- - ANY CHANGE ORDERS TO ANY PO OR WORK ORDERS MUST BE AUTHORIZED IN WRITING AND APPROVED. ALL INVOICES SUBMITTED FOR PAYMENT MUST REFERENCE A VALID PURCHASE ORDER NUMBER. - -

- VENDORS MUST HAVE A CURRENT R	EGIST	TRATION	ONF	ILE PRIC	OR TO PO	PROCESS	BING -	On F	ile? Y/N	
Description				Number		Quantity	UOM	Unit Price	Extende	d Totals
FRX-44-PRO Remote Control Slope Mowe	505	- 4432	2 - 54	- 2500	- 0000	1	ea	23,950.000	23,95	
and trailer				- 9999			ea	(23,950.000)	-23,95	
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CAPITAL PROJECT #: CP2016-4432-9-12		4 1	-	• 1	-	enter debit/credit amounts in				
(DISTRIBUTION & \$\$)		:	-	-	_	the extended totals column				
COMMENTS:	20						Total		23	950.00

COG USE ONLY	<b>↓</b> Co	OG USE ONLY
Pricing method:		
Verbal / Phor	ne 4432 / Michael Melton / 1-20-20	015
Email/Mail/Fa Bid / RFP # E-Verify Affid	2 Spri Hodgester / Bate	Purchasing / Date
Vendor emailed copy Vendor Noti		Finance Director / Date
Invoice apprvd/attchd	?	
PMT Approva	City Manager / Date	BOARD / Date

Rev: FY15

JO 3/11 144

# TERMS AND CONDITIONS OF PO / CONTRACT

## ARTICLE 1 PURCHASE ORDER AUTHORIZATION

Vendors are required to be registered with the City and to have an authorized City Purchase Order (P.O.) before any items/goods/services are delivered. Any shipments made prior to the receipt of a City P.O. are made at the sole risk of the vendor. Payment may be withheld for any and all items/goods/services delivered without an authorized P.O.

# ARTICLE 2 PURCHASE ORDER NUMBER

The Purchaser's purchase order number and the successful seller's name (from the bid or proposal) must appear on all packing slips, packages, invoices, bills of lading, warehouse receipts and correspondence with Purchaser. Materials must be properly packaged and marked with the order number. Damaged material will not be accepted.

## ARTICLE 3 ACCEPTANCES

All terms and conditions of the purchase order shall become part of the contract between the Seller and Purchaser; the Seller's different or additional terms will not become part of this contract.

#### ARTICLE 4 PRICE

Seller warrants that the prices quoted hereunder are the lowest prices these or similar articles are sold by the Seller to other customers and in the event of any price reduction between execution of the purchase order and delivery of the goods, purchaser shall be entitled to such reduction.

#### ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

Title shall pass to Purchaser on delivery of the conforming goods to Purchaser's designated plant or location. Notwithstanding any agreement to pay freight express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller. Delivery shall not be complete until the goods have been actually received, inspected and accepted by the Purchaser.

#### ARTICLE 6 PARTS

The Seller agrees to make functional parts available for a period of five years after final production run.

#### ARTICLE 7 WARRANTIES

The Seller warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Seller knows of the Purchaser's intended use, the Seller warrants that the goods or services are suitable for that intended use.

#### ARTICLE 8 REMEDIES

Regardless of whether goods are being sold or leased or whether services are being performed, the Seller and Purchaser agree that both parties have all the Uniform Commercial Code rights, duties, and remedies available as well as all remedies allowed by law and the purchase order.

#### ARTICLE 9 CONFLICTS OF LAWS

The agreement of purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Georgia.

#### ARTICLE 10 MODIFICATIONS

No modifications in prices, delivery methods or schedule, quality, quantity, specifications or any other term of the contract will be effective unless agreed to in writing, signed by Procurement

#### ARTICLE 11 PATENT INFRIGEMENT

Seller shall hold purchaser harmless from all judgments and expenses arising out of any alleged patent infringement by our use of the merchandise ordered.

#### ARTICLE 12 TERMINATIONS FOR CAUSE

Purchaser may terminate this contract for cause in the event of a default by Seller. In such event, Purchaser shall not be liable to Seller for any amounts, and Seller shall be liable for and shall hold Purchaser harmless from any damage occasioned by Seller's breach or default.

#### ARTICLE 13 TERMINATIONS FOR CONVENIENCE

Purchaser may at any time terminate the order in whole or in part for its convenience upon which written notice to Seller in which event Seller shall be entitled to reasonable termination charges which reflects the percentage of the work performed prior to termination.

### ARTICLE 14 ENTIRE AGREEMENTS

The purchase order and any documents referred to on the face thereof constitute the entire agreement between the parties and can only be modified in writing and signed by both parties. No part of this order may be assigned or subcontracted without the written approval of the Purchaser. Any moneys due Purchaser from Seller can be set off from any moneys due Seller from Purchaser whether or not under this contract. Purchaser's failure to insist on any right shall not operate as a waiver of any other right. Time is of the essence of this contract.

#### ARTICLE 15 WORKS ON PREMISES

If the order includes work to be performed on Purchaser's premises, Seller agrees to indemnify the Purchaser from all loss or damage arising out of such work, to observe the highest safety standard, to maintain adequate insurance and to furnish evidence of such insurance at Purchaser's request.

### ARTICLE 16 QUALITY GUARANTEE

If any product delivered does not meet applicable specifications, or if the product shall not produce the effect that the supplier represents to the City, the supplier shall pick up the product from the City at no expense to the City. Also, the supplier shall refund to The City of Griffin any money which has been paid for the same. The supplier shall be responsible for attorney fees in the event the supplier defaults and court action is required.

#### ARTICLE 17 QUALITY TERMS

The City reserves the right to reject any and/or all materials if, in its judgment, the items reflect unsatisfactory workmanship, manufacturing or shipping damage.

# QUOTE



Summit Lawn Mower Co. c/o John Wright 304 S. Central Ave. New Albany, MS 38652 (662) 266-7256 john@RemoteMowers.com Quote Number: 186 Date: 3 / 1 / 2016

TO:

City of Griffin c/o Mike Melton Public Works Superintendent 2045 Flat Shoals Rd. Concord, Ga 30206 (678) 571-3714 mmelton@cityofgriffin.com

QTY.	DESCRIPTION	PRICE	AMOUNT
1	TRX-44-PRO Remote Control Slope Mower	\$22,500	\$22,500
1	New 6.5 X 12 ft Utility Trailer	\$1,450	\$1,450
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11			200 200 200 200 200 200 200 200 200 200
	NOTES:		
	Once purchase order is issued, the mower and trailer will be delivered personally by John Wright.	Subtotal Shipping Other	\$23,950 -0-
One year warranty against part failure and/or workmanship.		TOTAL	\$23,950

If you have any questions about this quote, please contact John Wright (662) 266-7256 or email at john@RemoteMowers.com

"Thank You For Your Business!"



Asphalt Paving & Maintenance Products Since 1977

Reynolds-Warren Equipment Co. 1945 Forest Parkway Lake City, GA 30260

Office: (404) 361-1593 Fax: (404) 361-1885

www.reynoldswarren.com

DATE	то:	Mike Melton	
DATE	ORGANIZATION:	City of Griffin	0001
2/2/16	ADDRESS:		UUU!
2/2/16	CITY / STATE:		

QUOTATION

**AMOUNT** DESCRIPTION New Dvorak Spider IDL02 Slope Mower Radio Controlled 24 HP Kawasaki Gas Engine Winch System 4-Wheel Drive / 4-Wheel Steer (1) Extra Battery with Charger \$49,900.00 All Standard Equipment \* 1 Year Parts and Labor Warranty \* Delivery and Training Included in Price

The above equipment is subject to prior sale.	All applicable toyog will be applied
The above equipment is subject to high sale	All sinfallesing lakes will be abblicat

This	Quotation will be honore	ed for a period (30) days unless o	therwise specified.
EST. LEAD TIME:	1-2 Weeks	REPRESENTATIVE:	Brian Meissen
F.O.B.	Delivered	PHONE #:	678-828-1016
TERMS:	Net 30	EMAIL:	brian@reynoldswarren.com