




DeKalb County
Department of Purchasing & Contracting
The Maloof Centre, Second Floor
1300 Commerce Drive
Decatur, Georgia 30030
Phone: (404)371-7051

Type	Contract Purchase Agreement
Order	1140353
Revision	0
Order Date	19-DEC-2018
Created By	Robinson, Delois
Revision Date	
Current Buyer	

Supplier: **WAYNE CONSTRUCTION INC**
3996 INDIAN MANOR DR.
STONE MOUNTAIN, GA 30032

Ship To: **See Below**
Decatur, GA 30030

Invoice To: **DeKalb County Finance Department**
1300 Commerce Drive
Decatur, GA 30030

Supplier No.	Payment Terms	Freight Terms	FOB	Ship Via
138187	Net 30	Prepaid & Allowed	Destination	BEST SHIPPING METHOD
Effective Start Date		Effective End Date		Amount Agreed (USD)
19-DEC-2018		31-DEC-2019		50,000.00
Confirm To/Telephone			Requester/Deliver To	
Jeffers, Leyland (770) 380-9748				
Authorized By 				

"INSTRUCTIONS AND CONDITIONS"

1. Acceptance of this order shall constitute acceptance of the terms and conditions upon the established effective start date. The Contract agreement together with the Supplier's written quotation and/or Sealed Bid/Request for Proposal and/or formal agreement form a binding agreement based upon the agreed terms between the parties.
2. Delivered orders are issued under terms of the numbered Contract agreement indicated on the face hereof; the supplier is required to deliver the commodities and/or services exactly and in strict accordance with the order. Substitutions of commodities and/or quantities ordered are strictly and firmly prohibited.
3. If for any reason, the supplier is unable to comply or supply in strict compliance with this order, the Department of Purchasing and Contracting is to be notified immediately of all factors involved.
4. No changes in conditions, prices, quantities or deliveries will be made without specific authorization; changes or modifications to the underlying transactions shall be in writing from the Department of Purchasing and Contracting. The Department of Purchasing & Contracting is the only authority for transactions under this order. The supplier shall not accept contrary instructions or conditions from any source other than the Department of Purchasing & Contracting. Should the supplier receive, from any other source, contrary instruction or conditions, the Department of Purchasing & Contracting should be notified immediately.
5. Supplier's invoice must describe the article and/or services exactly as shown on this order. The purchase order number must appear on the invoice, and/or delivery ticket, packing list and shipper's bill of lading related to this order, in addition to the name of the requesting department to whom delivery of goods and/or services are to be made.
6. Total price shown on this order shall include all delivery costs to the delivery point shown on the order.
7. Invoices are not paid until items and/or services on the invoice have been received, evaluated, tested and approved by the requesting department.
9. The County is exempt from Georgia Sales Tax and Federal Excise Tax. Exemption certificates will be issued upon request.
10. The County may cancel this Contract agreement at any time, in whole or in part, for the County's convenience, lack of funding or Supplier's failure to fulfill the contractual obligations in any respect.
11. The payment terms adopted by DeKalb County are Net 30 unless otherwise established by law or by contract. Suppliers may obtain more favorable payment terms by specifying cash discount terms on the invoice as stated in their submitted sealed bids/proposals.
12. When accepted in electronic form, this Contract agreement and all related electronic documents shall be governed by the provisions of Electronic Signatures in Global and National Commerce Act (E-Sign Act).
13. This Contract agreement and all related documents are considered public record by the County and shall be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. § 50-18-7- et seq.