



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

Type	<b>Standard Purchase Order</b>
Order	<b>1163817</b>
Revision	<b>0</b>
Order Date	<b>05-JUN-2019</b>
Created By	<b>Frazier, Angel</b>
Revision Date	
Current Buyer	

Supplier: **HAWK CONSTRUCTION COMPANY**  
**LLC**  
**158 FAIRVIEW RD**  
**SUITE E**  
**ELLENWOOD, GA 30294**

Ship To: **Snapfinger WPC Plant**  
**Watershed Management**  
**4124 Flakes Mill Rd**  
**Decatur, GA 30034**

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

Supplier No.	Payment Terms	FOB	Freight Terms	Ship Via
<b>150932</b>	<b>Net 30</b>	<b>Destination</b>	<b>Prepaid &amp; Allowed</b>	<b>BEST SHIPPING METHOD</b>
Confirm To/Telephone			Requester/Deliver To	
<b>Traylor, Miles (678) 565-5120</b>			<b>Whichard, Malcolm</b>	

Line	Part Number / Description	Due Date	Quantity	UOM	Unit Price (USD)	Amount (USD)
1	(SF)M. Whichard - HAWK CONSTRUCTION CO. ((SEE ATTACHED RFQ #19-3003687)) ILS piping modifications		49602	Each	1	49,602.00
1-1	Ship To: Use the ship-to address at the top of page 1  Deliver To: Whichard, Malcolm (49602) mawhichard@dekalbcountyga.gov					
						Total: <b>49,602.00 (USD)</b>
Authorized By <i>Ra R. Clark</i>						

"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.