

AIA® Document A152™ – 2019

Purchase Order

PURCHASER: *(name and address)*
Town of Sherman / Sherman Board of
Education
9 Route 39 North, Sherman, CT 06784

VENDOR: *(name and address)*

ARCHITECT: *(name and address)*
Antinozzi Associates, PC

271 Fairfield Avenue Bridgeport, CT
06604

PURCHASE ORDER INFORMATION:

Number:

Date:

DELIVER TO: *(name and address)*

Sherman School

2 Route 37 East, Sherman, CT 06478

PROJECT: *(name and address)*

Sherman School Renovation Project

2 Route 37 East Sherman, CT 06784

IDENTIFICATION OF GOODS

The Vendor agrees to provide the following goods to the Purchaser:

(Insert a list of goods to be provided by the Vendor, including details for identification and quantities for each, or identify a separate exhibit that includes such information.)

PRICE

The Purchaser shall pay the Vendor the following amount for the goods provided under this Purchase Order:

(Insert the price the Purchaser is to pay the Vendor, including amounts for taxes, duties, tariffs, handling charges, delivery, and incidental services. Identify unit prices, if applicable.)

PAYMENTS

The Purchaser shall pay the Vendor according to the following payment terms:

(Insert payment terms, such as payment due dates, deposit requirements, and discounts, if any.)

DELIVERY

The Vendor shall deliver the goods to the "Deliver To" address above. The Vendor's additional delivery requirements are:

(Insert additional delivery requirements, such as delivery date or range of dates, hours of delivery, split delivery, inside delivery, unpacking requirements, or receiving instructions.)

OTHER REQUIREMENTS OR TERMS

Purchases are subject to the applicable provisions of the Drawings and the specified requirements set forth in the Project Manual for the Sherman School Renovation Project / Sherman Central Offices Project; Technology Contract Documents.

Sherman School Renovation State Project No. 127-0009RNV

Sherman Central Office State Project No. 127-0010BE-RNV

CONTRACT DOCUMENTS

The Contract Documents consist of:

- .1 This Purchase Order and all documents or exhibits referenced herein
- .2 AIA Document A152™-2019, Exhibit A - Terms and Conditions
- .3 Other:

PURCHASER'S Authorized Representative *(Signature)*

(Printed name and title)

Date

VENDOR'S Authorized Representative *(Signature)*

(Printed name and title)

Date

AIA Document A152™ – 2019 Exhibit A

Terms and Conditions

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Work

The Vendor shall perform the Work in accordance with the Contract Documents. The term “Work” means the Vendor’s performance, including the sale of goods and any incidental warehousing, delivery, and other items or services required by the Contract Documents and provided or to be provided by the Vendor. The Work includes all labor, materials, packaging, temporary protection, storage, and equipment necessary to fulfill the Vendor’s obligations, except as specifically indicated in the Contract Documents to be the responsibility of others.

§ 1.2 Governing Law, including the Uniform Commercial Code

The Contract is for the sale of goods and shall be governed by the law of the place where the Project is located, excluding that jurisdiction’s choice of law rule and including the jurisdiction’s Uniform Commercial Code (UCC) as adopted. Disputes shall be resolved in a court of competent jurisdiction unless the parties agree otherwise.

§ 1.3 Contract Formation – Offer and Acceptance

The Contract Documents are identified in the Purchase Order and are an offer to form a contract. The Vendor may accept the offer by (1) signing the Purchase Order and returning it to the Purchaser, (2) sending the Purchaser written confirmation of the Vendor’s acceptance, (3) delivering to the Purchaser conforming goods described in the Contract Documents in accordance with the terms of the Contract Documents and before the Purchaser has made, or initiated action to make, other arrangements for the procurement of the goods, or (4) accepting payment for the goods described in the Contract Documents. The Vendor’s acceptance is expressly limited to the terms of the offer, including these Terms and Conditions. This Contract shall not be modified unless expressly agreed to in writing by authorized representatives of the Purchaser and Vendor. Additional or different terms are not a part of the Contract.

§ 1.4 The Contract

Upon acceptance in accordance with Section 1.3, the Contract Documents form the agreement between the Purchaser and Vendor. The Contract represents the entire and integrated Contract between the parties hereto and supersedes all prior proposals, offers, terms and conditions, negotiations, representations, or contracts, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the persons or entities specifically identified in the Purchase Order as the Purchaser and the Vendor. Neither party to the Contract shall assign the Contract without written consent of the other.

§ 1.5 Ownership and Use of Architect’s Drawings, Specifications and Other Documents

Documents prepared by the Architect and the Architect’s consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect’s consultants shall retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Vendor, sub-vendors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. The Instruments of Service may not be used for other Projects, or for additions to this Project outside the scope of the Work, without the specific written consent of the Architect and the Architect’s consultants.

§ 1.6 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.7 Waiver of Consequential Damages

The Purchaser and Vendor waive claims against each other for consequential damages arising out of or relating to this Contract.

§ 1.8 Time

Time limits stated in the Contract Documents are of the essence of the Contract. By accepting the Purchaser's offer in accordance with Section 1.3, the Vendor confirms that the time limits stated in the Contract Documents, including required delivery dates, are a reasonable period for performing the Work and shall not be changed unless agreed to by both parties in writing.

ARTICLE 2 PRICE AND PAYMENTS

§ 2.1 When payment is due pursuant to the payment terms in the Purchase Order, the Vendor shall submit to the Purchaser an itemized invoice, supported by data substantiating the Vendor's right to payment.

§ 2.2 Except with the Purchaser's knowledge and consent, the Vendor shall not engage in any activity, or offer any employment, interest, or contribution to the Purchaser's employees or consultants that would reasonably appear to compromise the Purchaser's employees' or consultants' judgment with respect to this Project.

ARTICLE 3 PURCHASER

§ 3.1 The Purchaser shall furnish any information required for the Vendor's performance of the Work with reasonable promptness after receiving the Vendor's written request for such information.

§ 3.2 If the Vendor is to make delivery at the Project premises, the Purchaser shall provide (1) suitable space and access for such delivery and (2) temporary storage until the goods are accepted or removed from the Project premises.

ARTICLE 4 VENDOR

§ 4.1 Delivery

§ 4.1.1 Unless otherwise stated in the Contract Documents, the Vendor shall make delivery of the goods (1) to the Project premises and (2) within a reasonable time from acceptance of the Contract as set forth in Section 1.3.

§ 4.1.2 If the Vendor is to make delivery at the Project premises, the Vendor shall, prior to delivery, coordinate with the Purchaser to (1) confirm the conditions under which the goods are to be delivered; (2) verify the stage of completion of the Project; (3) determine availability of facilities for access, delivery, and storage; and (4) determine restrictions imposed by the Purchaser. The Vendor shall promptly report to the Purchaser conditions that would impede the Vendor's delivery. If the Vendor is required to unpackage the goods, the Vendor shall remove and dispose of the packaging and delivery materials. The Vendor shall promptly remedy damage and loss to property caused in whole or in part by the Vendor, sub-vendors, or anyone directly or indirectly employed by any of them.

§ 4.2 Submittals

If submittals, such as shop drawings, product data, and samples, are required by the Contract Documents, the Vendor shall prepare such submittals and provide them to the Purchaser in a manner and sequence to allow reasonable time for review. By providing submittals, the Vendor represents to the Purchaser that the Vendor has (1) reviewed and approved them; (2) determined and verified materials and measurements, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Purchaser shall review and approve, or take other appropriate action, upon the Vendor's submittals in a timely manner. The Work shall be in accordance with approved submittals. Shop drawings, product data, samples and similar submittals are not Contract Documents.

§ 4.3 Indemnification

§ 4.3.1 To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Purchaser, and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Vendor, a sub-vendor, anyone directly or indirectly

employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 4.3.1.

§ 4.3.2 In claims against any person or entity indemnified under Section 4.3.1 by an employee of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 4.3.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Vendor or sub-vendor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 4.3.3 Provided the Purchaser has fulfilled its payment obligations under the Contract Documents, the Vendor shall defend and indemnify the Purchaser from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any sub-vendor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Purchaser shall notify the Vendor. If approved by the applicable court, when required, the Vendor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

ARTICLE 5 TITLE AND RISK OF LOSS

§ 5.1 Unless otherwise stated in the Contract Documents, title to all goods shall be transferred to the Purchaser upon acceptance in accordance with Article 6.

§ 5.2 Unless otherwise stated in the Contract Documents, the risk of loss with respect to all goods provided by the Vendor shall remain with the Vendor, and the Purchaser has no obligation to insure such goods, until acceptance in accordance with Article 6.

ARTICLE 6 ACCEPTANCE

§ 6.1 When the Vendor considers the Work, or a portion thereof which the Purchaser agrees to accept separately, to be complete, the Vendor shall notify the Purchaser. Thereafter, the Vendor shall allow the Purchaser 10 days to inspect the goods to determine, based on conformance with the Contract Documents, if they are accepted or rejected, in whole or in part, and to notify the Vendor of rejection of any goods with the specific basis for such rejection. The term "day" shall mean calendar day unless otherwise specifically defined in the Contract Documents.

§ 6.2 If the Purchaser rejects any of the goods, the Vendor shall provide a remedy and evidence of arrangements to accomplish such remedy. The Purchaser shall allow the Vendor a reasonable amount of time to remedy the rejected goods. When the Vendor considers the remedied goods to be complete, the parties shall follow the procedures set forth in Section 6.1. If the Purchaser rejects any of the goods for a second time, the Purchaser shall promptly notify the Vendor and the Vendor shall refund payments made for such goods and, if applicable, the Vendor shall promptly remove the rejected goods from the Project premises. Goods not inspected or rejected in accordance with Section 6.1 shall be deemed accepted.

§ 6.3 The provisions of this Article 6 do not preclude recovery of damages as provided by law. The Purchaser's acceptance, or failure to discover a Vendor's breach after acceptance, shall not bar the Purchaser from making claims or from remedies and damages due to the Vendor's breach of this Agreement, including the Vendor's breach of warranties in Article 7.

ARTICLE 7 WARRANTIES

§ 7.1 The Vendor warrants to the Purchaser that the goods furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Vendor further warrants that the goods will conform to the requirements of the Contract Documents. Goods not conforming to these requirements may be considered defective. The Vendor's warranty excludes remedy for damage or defect caused by abuse, alterations to the goods not executed by the Vendor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

§ 7.2 The Vendor assigns to the Purchaser all manufacturers' warranties and guarantees applicable to the goods upon acceptance in accordance with Article 6. The Vendor shall provide the Purchaser with all available manufacturer warranty information, product data, and material safety data sheets pertaining to the goods.

§ 7.3 The Vendor hereby provides to the Purchaser all warranties relating to the goods implied by law, including the warranty of merchantability and warranty of fitness for a particular purpose.

§ 7.4 The Vendor acknowledges that no exclusion of, or limitation on, warranties contained in any proposal, product literature, or other submittal shall affect the warranties provided in this Article 7.