



CITY OF CHARLOTTE

Purchase Order

Fiscal Year 2025 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # 25005436

IF A CONTRACT # IS PROVIDED BELOW, ALL
PURCHASES MADE UNDER THIS PO ARE SUBJECT TO
THE TERMS AND CONDITIONS THEREIN.

Contract # 2020000895

All invoices must be mailed to cocap@charlottenc.govB
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OCITY OF CHARLOTTE AP
P.O. BOX 37979
CHARLOTTE, NC 28237-7979
COCAP@CHARLOTTENC.GOVV
E
N
D
O
RSTRICKLAND WATERPROOFING COMPANY
INC
500 N HOSKINS RD
CHARLOTTE, NC 28216
[EBLACK@STRICKLANDWATERPROOFING.CO
M](mailto:EBLACK@STRICKLANDWATERPROOFING.COM)S
H
I
P
T
OEPM Building Maintenance
531 Spratt Street
Charlotte, NC 28206

Vendor Phone Number		Vendor Fax Number		Requisition Number		Buyer		Delivery Reference	
704-347-1345		704-347-1347		6846		ssalanger			
Date Ordered	Vendor Number	Date Required	Days To Net	Freight Method/Terms			Department/Location		
09/05/2024	41029			FOB DELIVERED			EPM Cultural Facilities		
Line#	Description/Part No.			Qty	UOM	Unit Price		Extended Price	
1	DISCOVERY PLACE WATERPROOFING TESTING STRICKLAND WATERPROOFING CO QUOTE \$2,470.00 DISCOVERY PLACE WATERPROOFING TESTING USE PO CORRESPONDING ON ALL INVOICES			1.0	EACH	\$2,470.00		\$2,470.00	

This instrument has been preaudited in the manner required
by the Local Government Budget and Fiscal Control ActBy *Shelby L. Allen*
Chief Procurement OfficerBy *Jeresa Smith*
Finance OfficerTotal Ext. Price
PO Total\$2,470.00
\$2,470.00

Terms and Conditions

The Terms and Conditions below will govern all matters relating to the goods and services provided by you or your company ("Vendor") to the City of Charlotte ("City") under this purchase order ("PO"). Additional terms and conditions stated on the face of this PO shall take precedence over any conflicting terms and conditions below. Any terms and conditions not stated on the face of this PO but incorporated by reference therein shall be binding only if provided or signed by the City and attached hereto. In the event this purchase is pursuant to a binding written contract signed by both Vendor and City, the terms and conditions of that contract shall supersede any conflicting terms and conditions below or on the face of this PO.

1. If Vendor refuses to accept this PO exactly as written, Vendor will return it at once with explanation.
2. The City will not be responsible for any goods or services delivered without a PO. Vendor will deliver invoices to the City only at the address shown on the face of this PO. Vendor will send separate invoices for each PO number.
3. No boxing, packing, cartage, or shipping charges will be allowed by City unless specifically authorized on the face of this PO.
4. Any early payment discount period to City will date from City's receipt of the invoice or from the date of the receipt of goods, whichever is later.
5. Unless "FOB Origin" is stated on the face of this PO, the risk of loss of and damage to goods that are the subject of this PO remains on Vendor until the goods are (a) delivered to the destination set out in this PO and (b) accepted by the City.
6. The City may inspect all products or service deliverables prior to acceptance. Payment does not constitute acceptance. Rejected products shall be returned to Vendor at Vendor's risk and expense. The City's failure to accept or reject products or services shall not relieve Vendor if such deliverables are defective or do not meet specifications.
7. Vendor warrants that the products and services furnished pursuant to this PO shall: (a) comply with all applicable laws; (b) satisfy all requirements set forth on the face of this PO and any applicable documentation incorporated herein; (c) meet industry standards and be suitable for the purpose intended; (d) be of merchantable quality; and (e) be free from defects in title, labor, material, or fabrication.
8. The City may terminate this PO for convenience at any time by providing ten (10) days' written notice to Vendor. The City may terminate this PO or any part thereof effective immediately upon the giving of written notice of termination for cause if Vendor violates or fails to deliver or perform any covenant, provision, obligation, term, or condition contained in this PO, or if the City determines that Vendor will not be able to deliver or perform due to insolvency or other reason.
9. Vendor will defend, indemnify, and save City harmless from any and all loss, damages, costs, fees, and expenses incurred on account of any and all claims, suits, or judgments alleging that any product or service provided under this PO violates any patent, copyright, trade secret, or any other intellectual property right of any nature.
10. If any product provided hereunder is alleged to be defective in any respect whatsoever, Vendor will defend, indemnify, and save City harmless from all loss, damages, costs, fees, and expenses incurred by reason of such allegation or defect, including without limitation all liability arising from any accidents, injuries, or damages to persons or property that may result in whole or in part from such product.
11. If Vendor performs services or constructs, erects, inspects, or delivers hereunder, Vendor will indemnify and save City harmless from all loss, damages, costs, fees, or expenses incurred in connection with any accidents, injuries, or other damages to persons or property that are alleged to have resulted in whole or in part from Vendor's performance thereof.
12. Vendor agrees not to release any advertising or other materials using the City's trademark, quoting the opinion of any City employee, or implying in any way that the City endorses Vendor or its products or services.
13. Vendor represents and warrants that no federal or state statute or regulation or municipal ordinance has been or will be violated in the manufacture, sale, or delivery of any product or service sold and delivered hereunder and if such violation is alleged, Vendor will indemnify and save the City harmless from all loss, penalties, fees, costs, and expenses resulting in whole or in part from such violation or allegation.
14. E-Verify Requirements: Vendor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
15. Except as required by law, any information or data of the City or its suppliers or subcontractors that Vendor receives access to in connection with this PO shall be kept as confidential proprietary information of the City and not divulged or made available to any individual or organization without City's prior written approval. Such information or data will be the sole property of the City and not Vendor. Access to "Restricted Data" (as defined by the City's Restricted Data Policy) is subject to execution of a confidentiality agreement by Vendor.
16. All intellectual property, including, but not limited to, patentable inventions or plans, copyrightable works, trademarks, service marks, and trade secrets invented, developed, created, or discovered in performance of this PO shall be the property of the City.
17. Vendor agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the Charlotte City Code at https://library.municode.com/nc/charlotte/codes/code_of_ordinances?nodeId=PTIICOOR_CH2AD_ARTVCONSCPO and incorporated herein by reference. Vendor consents to be bound by the award of any arbitration conducted thereunder.
18. Vendor agrees to provide Payment Affidavits as required by Part D, Section 9 of the Charlotte Business Inclusion Policy at <https://charlottenc.gov/GS/procurement/cbi/Pages/library.aspx> and incorporated herein by reference.
19. For all work purchased by or on behalf of the Aviation Department, the Vendor agrees to comply with A5.3.1 General Civil Rights, A6.4.1 Title VI Clauses for Compliance with nondiscrimination requirements, and A6.4.5 Title VI List of Pertinent nondiscrimination Acts and Authorities located in the Required Contract Provision for AIP and Obligated Sponsors document at https://www.faa.gov/airports/aip/procurement/federal_contract_provisions/
20. Vendor shall collect and remit all sales or use taxes that are or become due in connection with any products or services provided hereunder, and shall indemnify and save harmless the City from any damages, costs, fees, expenses, or penalties on account of such taxes. Vendor may charge the City only for those taxes that are applicable to the goods or services being provided under this PO.
21. Vendor shall secure, before delivery of any goods or services hereunder, Commercial General Liability insurance in an amount not less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate, with the City listed as additional insured. Vendor shall produce an insurance certificate evidencing such coverage upon request by the City. If the Vendor will work on the airfield at Charlotte Douglas International Airport, insurance shall be raised to \$5,000,000.
22. In addition to the insurance required in the preceding paragraph, if Vendor performs services hereunder, Vendor shall secure, before delivery of such services (1) Workers' Compensation insurance meeting State of North Carolina statutory requirements with \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners; and (2) Commercial Automobile Liability insurance with limits of no less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate, with the City listed as additional insured, provided that if Vendor operates a vehicle on the Charlotte Douglas International Airport airfield, coverage limits for Commercial Automobile Liability insurance shall be raised to \$5,000,000 for each of the above categories. Evidence of commercial automobile coverage is necessary only if vehicles are used in the provision of services under this PO. Vendor shall produce an insurance certificate evidencing such coverage upon request by the City.
23. The City may at any time insist upon strict compliance with these Terms and Conditions notwithstanding any previous custom, practice, or course of dealing.
24. The Terms and Conditions as stated in this PO govern in event of conflict with any terms of Vendor's proposal or quote, and are not subject to change by reason of any written or verbal statements by Vendor or by any terms stated in Vendor's acknowledgment unless accepted in writing by the City.
25. No term in Vendor's proposal, quote, boilerplate terms and conditions or acknowledgment purporting to accomplish any of the following will be effective without the City's signed, written acceptance: (i) requiring the City to indemnify or defend the Vendor; (ii) limiting or excluding Vendor's liability; (iii) shortening the time period within which claims may be brought; (iv) imposing any late charge, interest, cost of collection, or legal fees; and (v) requiring mandatory arbitration or other waiver of any rights or remedies, including trial by jury.
26. This PO is governed by North Carolina law. Any legal actions arising from this PO shall be brought in Mecklenburg County, North Carolina.
27. Vendor certifies that: (a) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (b) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel; and (c) it will not take any action causing it to appear on any such list during the term of this PO.
28. Because this PO may be partially or fully paid from federal funds, the City's "Federal Contract Terms and Conditions Exhibit" located at <https://charlottenc.gov/DoingBusiness/Pages/default.aspx> is incorporated into and made part of this PO. The incorporated federal terms include without limitation the provisions required by 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II; Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. §§ 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. § 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701-3708); Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 C.F.R. § 200.324). By performing under this PO, Vendor represents that it is not debarred or suspended from holding federal contracts (Executive Orders 12549 and 12689). Additional terms may apply as required by certain agencies or grants.
29. For all work purchased with funding from the Federal Transit Administration ("FTA") the City's "Federal Transit Administration Terms and Conditions" Exhibit is incorporated into and made a part of this PO. The incorporated FTA terms include without limitation the applicable provisions listed in the Federal Contract Terms and Conditions Exhibit referenced in Section 28 above. Additionally, the following clauses of the FTA Terms Exhibit are applicable: Energy Conservation (49 C.F.R. part 622, subpart C), No Government Obligations to Third Parties, Program Fraud and False or Fraudulent Statements (49 C.F.R. part 31), Safe Operation of Motor Vehicles (Executive Orders No. 13043 and 13513), Domestic Preferences for Procurements (2 C.F.R. § 200.322), Cargo Preferences (46 C.F.R. part 381), Notification of Disputes, Breaches, Defaults, and Litigation, and Prohibition on Certain Telecommunications Equipment (2 C.F.R. § 200.216).