



City of Columbia

Transfer of Funds Form

To: Finance Department

From: Department UtilitiesDivision Sewer

Item #	Amount	FROM: Fd-DpDv-Act.El-Ob-Project (Include Dept & Acct Desc.)	TO: Fd-DpDv-Act.El-Ob-Project (Include Dept & Acct Desc.)	Remarks
1	\$20,455.00	Sewer Water Treat./Parts Equip. 55506323-501420	Sewer Water Treat./Impr. Bldg. 55506323-506110	Need to Capitalize

Justification for Transfer - List By Item Number

1	Replacement slide gate meets the requirements to capitalize. The gate has a life greater than 1 year and cost more than \$5,000. The budget and expense need to be moved.

Please route as follows:

1. Department Director

Date: 3-24-21

2. Finance Director

☒ Funds Available☐ Funds Not AvailableDate: 3/23/21

3. City Manager

☒ Approved☐ DeniedDate: 3/24/2021



Purchase Order

Fiscal Year 2019

Page 1 of 1

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

Purchase Order # 20191132-00

Delivery must be made within
doors of specified destination.B
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T
OACCOUNTS PAYABLE
CITY OF COLUMBIA
PO BOX 7236
COLUMBIA MO 65205V
E
N
D
O
RCOGENT INC
PO BOX 411832
318 BROADWAY
KANSAS CITY MO 64141-1832
Phone: (888) 239-2218
Fax: (816) 460-1661
Email: LREINKE@COGENTCOMPANIES.COM
Vendor Number: 21756S
E
P
T
OUTILITIES DEPT./SEWER DIV.
CITY OF COLUMBIA
4900 W. GILLESPIE BRIDGE ROAD
COLUMBIA MO 65203

Buyer Name		Buyer Phone		Buyer's Email Address	
Marcia D. Clarahan				marcia.clarahan@como.gov	
Date Ordered	Date Required	Freight Method/Terms		Department/Location	
01/03/2019	12/27/2018			SEWER ADMINISTRATION	
Item#	Description/Part No.	Qty.	UOM	Unit Price	Extended Price
	Slide gate for WTU-1				
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Replacement Slide gate for WTU-1 outlet structure	1.0	EACH	\$20,455.000	\$20,455.00

By

Purchasing Agent

VENDOR COPY

Total Ext. Price
PO Total\$20,455.00
\$20,455.00

TERMS AND CONDITIONS

1. **ORDER NUMBER:** The purchase order number must appear on all correspondence, invoices, shipping papers, and packages. Each purchase order must be invoiced separately.
2. **PRICES:** Prices quoted and shown on the purchase order shall be considered firm.
3. **INVOICES:** Invoices shall be mailed to the address shown on the face of the purchase order. Delay in receiving invoices, also errors and omissions on statements or invoices will be considered cause for withholding settlement without losing discount privileges.
4. **TAX EXEMPT:** Do not bill tax. The City of Columbia claims exemption from Federal and/or State excise and sales taxes.
5. **SHIPMENT:** Unless otherwise noted, all prices are F.O.B. Columbia, Missouri. Shipments sent C.O.D. without City's written consent will be at Seller's risk. Any provisions herein for delivery of goods by installment shall not be construed as making the obligations of Seller severable. City reserves the right to return overshipments at Seller's expense. Materials must be carefully protected against damage in transit. It will be inspected and returned if damaged or found inferior to reasonable standards of quality. When a delivery is rejected, the Seller shall be notified and be given the reason for the rejection.
6. **INSPECTION AND ACCEPTANCE:** No material received by the City pursuant to this purchase order shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Seller herein upon initial inspection, or at any later time if the defects contained in the material were not reasonable ascertainable upon the initial inspection, may be returned at Seller's expense for full credit or replacement. Such return shall in no way affect City's discount privileges. Such right to return offered to the City arising from the City's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the City may have therefore.
7. **TIME OF DELIVERY:** The City requires that all materials ordered will be delivered when specified. Time is therefore of the essence of this purchase order. If deliveries are not made at the time agreed upon, the City reserves the right to cancel or to purchase elsewhere and hold Seller accountable for any damages sustained as a result thereof.
8. **WARRANTY:** Seller expressly warrants that all articles, materials and work covered by this order will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by City and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the City's acceptance of said materials or goods or by payment for them.
9. **PATENTS:** Seller warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Seller conveys that he will at his own expense, defend every suit which may be brought against the City, or those selling or using City's product (provided Seller is promptly notified of such suit and all papers therein are delivered to Seller) for any alleged infringement of any patent by reason of the sale or use of such articles and Seller agrees that he will pay all costs, damages and profits recoverable in any such suit.
10. **CHANGES:** The City reserves the right at any time to make changes in specifications, drawings and other data incorporated in the order, methods of shipment or packing, place of delivery, and time of deliver. Any difference in price resulting from such changes shall be deemed waived unless asserted in writing within 15 days from receipt by Seller of the change. Price increases or extensions of time for delivery shall not be binding on the City unless evidence by a Change Order issued and signed by the City's authorized agent.
11. **PRINTS, DRAWINGS & QUALITY:** All drawings, prints, plans, specifications, data and other documents referred to on the face of this order are made a part hereto by reference. All goods or services furnished must conform to the documents incorporated herein and be of the quality specified or in the event no quality is specified, must be to the standards of the industry.
12. **COMPLIANCE WITH APPLICABLE LAWS:** The Seller warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipality or any other government authority or agency in the manufacture or sale of the items covered by this order.
13. **INDEMNIFICATION & INSURANCE:** If any such work covered by this order is to be done on the City's premises Contractor agrees to carry liability and workmen's compensation insurance satisfactory to the City and to indemnify the City against all liability, loss and damage arising out of the injuries to persons and property caused by Contractor, sub-contractor, employees or agents. Upon request, the contractor will furnish evidence of such insurance coverage.
14. **ACTS OF GOD:** Neither party shall be liable for delays or defaults in the performance of this order due to Acts of God or the public enemy, riots, fires, explosions, accidents, governmental action of any kind or any other cause of a similar character beyond its control and without fault or negligence.
15. **HAZARDOUS MATERIAL:** When material furnished is hazardous material as defined by D.O.T. regulations, the following certification must be made on the bill of lading: "this is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper conditions for transportation according to applicable regulations of the Department of Transportation".
16. **A.D.A.:** Seller agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including the regulations governing employment practices.

INVOICE



VANDEVANTER ENGINEERING

A COGENT COMPANY

INVOICE	
5501047	
Invoice Date	Page
02/10/2021	1 of 2
ORDER NUMBER	
1396979	

DIRECT SHIPMENT

Bill To:

City of Columbia, MO
Finance/Accounts Payable Division
PO Box 7236
Columbia, MO 65203
US

Ship To:

City of Columbia
Wastewater Treatment Plant
4900 W. Gillespie Bridge
Columbia, MO 65203
US

Attn: Traci Chandler

Ordered By: Mr. Eric Happ

Customer ID: 301869

PO Number	Term Description	Net Due Date	Disc Due Date	Discount Amount
20191132-00	Upon Receipt	2/10/2021	2/10/2021	0.00

Order Date	Pick Ticket No	Primary Salesrep Name	Taker
4/29/2020 09:35:22	3515659	Ben Azerolo	KATHY HUNT

Quantities					Item ID	Pricing	Unit	Extended
Ordered	Shipped	Remaining	UOM	Disp.	Item Description	UOM	Price	Price

Carrier:

Tracking #: Noble

1.0000	1.0000	0.0000	EA	1811101		EA	20,455.0000	20,455.00
				GATE,84X84 ALUM SLIDE				
1.0000	1.0000	0.0000	EA	DIRECT SHIP FREIGHT		EA	0.0000	0.00
				DIRECT SHIP FREIGHT				

Total Lines: 2

SUB-TOTAL: 20,455.00**TAX:** 0.00**AMOUNT DUE:** 20,455.00

Amount Due after 2/25/21: 20761.83

All past due invoices are subject to a 1.5% per month finance charge.

REMIT TO	ACH / WIRE
Cogent Inc. or Brand Name	Enterprise Bank
P.O. Box 411832	12695 Metcalf Ave
Kansas City, MO 64141-1832	Overland Park, KS 66213
USA	Routing Number: 081006162
1-816-221-0650	Account Number: 4140000174

Preferred method of payment is ACH

Please note: Cogent will never ask you to change your method of payment or the ultimate destination of that payment through email. If you receive an email from someone who appears to work at Cogent but you are suspicious of the contents or sender, please contact us via phone so we can confirm the validity of the email and take appropriate action to investigate as necessary.

ORIGINAL



STANDARD TERMS AND CONDITIONS

Price is FOB shipping point and does not include any freight charges. Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 30 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Unless otherwise expressly agreed to in writing by Seller, all shipments are FOB Seller shipping point at which point title also transfers.

Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

Payment of 'commercial transaction' invoices by credit card will be charged a fee based upon Cogent's average discount rate for credit card transactions for the prior calendar year. This fee will change annually and is currently 2.55%.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

This agreement shall be governed by the laws of the state where the Company's branch office is located from which the equipment is rented or purchased. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

Revised January 2019