

CITY OF POMPANO BEACH

P.O. DRAWER 1300 ATTN: ACCOUNTS PAYABLE POMPANO BEACH, FL 33061

PURCHASE ORDER NO. 321025 Type: P

AN EQUAL OPPORTUNITY EMPLOYER

DATE: 2/23/2022

60412 (954) 2412583

EMERALD CONSTRUCTION CORP. TO:

1086 N.W. 1ST COURT

HALLANDALE BEACH, FL 33009

SHIP TO: ENGINEERING

ENGINEERING

(954) 786-4061

1201 N.E. 5TH AVENUE

POMPANO BEACH, FL 33060

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

			, 8			
DELIVER BY		REQUISITION #	REQUISITION DATE	TERMS	CONFIRMED BY	
09/30/2022		3022001310	02/10/2022	NET	M. STANLEY/ C. SCHLAGETER	
FOB		CONTRACT#	ACCOUNT NUMBER	PROJECT#	AUTHORIZED BY	
DESTINATION			42075675336512	16289	TAMMY THOMPKINS	
ITEM	M QUANTITY/ DESCRIPTION			UNIT	EXTENDED	
#	UNIT ARTICLE OR SERVICE			COST	COST	

3,491,910.00 / DL 912 999

1

CONSTRUCTION SVCS, GENERAL NOT OTHERWISE CLASSIFIED WATER TREATMENT PLANT HARDENING

1.0000

3,491,910.00

FOR THE FOLLOWING LOCATIONS: FILTER/ADMINISTRATION & HIGH SERVICE PUMPS 1-4 BUILDING WITH EXTERIOR TANKS - 301 N.E. 12TH ST.

MEMBRANE BUILDING - 1205 N.E. 5TH AVENUE

CHEMICAL FEED BUILDING - 1190-A N.E. 3RD AVENUE

SLUDGE DEWATERING BUILDING - 1190-B N.E. 3RD AVE.

P-25-21. APPROVED ON 2/8/22.

CONSTRUCTION AGREEMENT NO. #1275

PLEASE NOTE THAT QUANTITY AND UNIT COST HAVE BEEN REVERSED. THIS WILL ALLOW US TO PROCESS PARTIAL PAYMENTS TO YOUR COMPANY, WHEN APPLICABLE. THE TOTAL ORDER IS REFLECTED IN THE PURCHASE ORDER TOTAL.

TOTAL PURCHASE AMOUNT

\$3,491,910.00

Page 1 of 2

Authorized Signature:



CITY OF POMPANO BEACH

P.O. DRAWER 1300 ATTN: ACCOUNTS PAYABLE POMPANO BEACH, FL 33061 PURCHASE ORDER NO. 321025

Type: P

DATE: 2/23/2022

AN EQUAL OPPORTUNITY EMPLOYER

60412 (954) 2412583

TO: EMERALD CONSTRUCTION CORP.

1086 N.W. 1ST COURT

HALLANDALE BEACH, FL 33009

SHIP TO: ENGINEERING

ENGINEERING

(954) 786-4061

1201 N.E. 5TH AVENUE

POMPANO BEACH, FL 33060

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	TERMS	CONFIRMED BY	
09/30/2022		3022001310	02/10/2022	NET	M. STANLEY/ C. SCHLAGETER	
FOB		CONTRACT#	ACCOUNT NUMBER	PROJECT#	AUTHORIZED BY	
DESTINATION			42075675336512	16289	TAMMY THOMPKINS	
ITEM	QUANTITY/		DESCRIPTION		UNIT	EXTENDED
# UNIT		ARTICLE OR SERVICE			COST	COST

IMPORTANT INFORMATION FOR VENDORS

- 1. PURCHASE ORDER # MUST APPEAR ON ALL INVOICES, SHIPPING NOTICIES & PACKAGES.
- 2. INCLUDE PACKING LIST WITH EACH SHIPMENT.
- 3. IMMEDIATELY UPON SHIPMENT SEND INVOICE IN DUPLICATE TO: ACCOUNTS PAYABLE/P.O. DRAWER 1300/ POMPANO BEACH, FL 33061.
- 4. NO C.O.D SHIPMENTS ACCEPTED
- 5. "IF ITEM(S) PURCHASED ARE CLASSIFIED AS TOXIC OR HAZARDOUS SUBSTANCES UNDER CHAPTER 442 FLORIDA STATUTES, VENDOR MUST SUBMIT COPIES OF MATERIAL SAFETY DATA SHEET (MSDS) FOR EACH SUBSTANCE TO DELIVERY LOCATION AT THE TIME OF SHIPMENT. PRODUCTS MUST BE IDENTIFIED AND LABELED IN ACCORDANCE WITH OSHA STANDARDS. FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN DELAY OF PAYMENT UNTIL COMPLIANCE IS EFFECTED."

TERMS AND CONDITIONS

- 1. Quality: The quality of the item(s) delivered shall be equal or better than the item(s) listed herein as approved by the City. Substitutes of lesser quality must be approved in writing, in advance by the Purchasing Agent, City of Pompano Beach, prior to shipment.
- If prices are higher than specified, do not ship without Purchasing Agent's prior approval in writing.
- 3. Send separate invoice for each shipment.

PAYMENT TERMS

PAYMENT OF THIS PURCHASE ORDER WILL BE MADE WITHIN 45 DAYS AFTER RECEIPT OF MERCHANDISE, UNLESS PAYMENT DISCOUNT IS OFFERED. WHERE SUCH TERM DISCOUNT IS ALLOWED, THE CITY RESERVES THE RIGHT TO DEDUCT THE DISCOUNT WITHIN THE STATED TIME LIMIT BEGINNING AFTER RECEIPT OF MERCHANDISE. DISCOUNT TERMS, IF ANY, ARE TO BE STATED ON VENDOR INVOICE.

- 4. <u>Delivery will be accepted at Vendor's risk.</u> Goods are subject to inspection and return to vendor at vendor's expense if found unsatisfactory.
- 5. All credit adjustments must be made by check or credit memo directly to the Finance Department.
- 6. The City is exempt from the payment of all Federal excise taxes and sales taxes of the State of Florida, and generally all other State Governments. Seller shall furnish proper exemption certificate.
- 7. Correspondence in reference to this order must be addressed to the Purchasing Agent, City of Pompano Beach, Florida.
- 8. Vendor, by accepting this order, assumes complete responsibility for any alleged patent infringements, and will hold the City harmless from all suits and payments.
- 9. The City assumes no responsibility for purchases exceeding \$ 25.00 which are not covered by a purchase order number or approved by the Purchasing Agent or Buyer, in writing.
- 10. The nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

11. RETENTION OF RECORDS & RIGHT TO ACCESS CLAUSE:

The vendor shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of (3) years, the records shall be retained until resolution of the audit finding.

12. If the above conditions are not acceptable, please advise the City on receipt of the order and prior to making delivery.

Send Original and One Copy of Invoice to: CITY OF POMPANO BEACH ACCOUNTS PAYABLE P.O. DRAWER 1300 POMPANO BEACH, FL 33061 F.O.B. POMPANO BEACH, FL F.E.I. 59-6000411 U.S. Treasury Department I.R.S. Registration No. 59-74-0083K State Sales Tax Exemption Certificate no. 85-8012621672C-6

E-Fel