



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

**PURCHASE
 ORDER NO.
 301166
 Type: S**

AN EQUAL OPPORTUNITY EMPLOYER

DATE: 3/9/2020

51301 (954) 5329869
TO: DBF CONSTRUCTION LLC
 1850 NW 15TH AVENUE
 SUITE 225
 POMPANO BEACH, FL 33069

SHIP TO: SEWER PUMPING
 SEWER PUMPING
 (954) 786-4082
 1201 NE 3RD AVENUE
 POMPANO BEACH, FL 33060

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

DELIVER BY		REQUISITION #	REQUISITION DATE	TERMS	CONFIRMED BY	
06/15/2020		3020001663	02/27/2020	NET	LEF / B. CLAYTON/ B. BRAY	
FOB		CONTRACT#	ACCOUNT NUMBER	PROJECT#	AUTHORIZED BY	
DESTINATION			42076235356512	19345	TAMMY THOMPKINS	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE			UNIT COST	EXTENDED COST

1	314,295.00 / DL	968 068	PUBLIC WORKS/CONSTR SVCS SEWER AND STORM DRAIN CON EMERGENCY REPAIR SERVICES FOR FORCE MAIN BREAK	1.0000	314,295.00
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Located at: 960 Powerline Road - (Cypress Bend)
 12" Force Main Sewer Repair

- 1. Emergency Mobilization & Demobilization - LS - 1 \$10,000
 - 2. 12 Man (24/7) Operation Seven (7) Day Duration
Set up, maintain & oversee MOT,
Line Stops, Sewer repair - LS - 1 - \$179,000.00
 - 3. Roadway Reconstruction, Restoration, F Curb
Sidewalk, Sod, Irrigation, Temporary then
Permanent Striping
LS - 1 - \$84,300.00
- Subtotal = \$273,330.00
 5% OH & 10% Profit = \$40,995.00
 Total = \$314,295.00

Invoice dated 2/19/20

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

\$314,295.00

IMPORTANT INFORMATION FOR VENDORS

1. PURCHASE ORDER # MUST APPEAR ON ALL INVOICES, SHIPPING NOTICIES & PACKAGES.
2. All credit adjustments must be made by check or credit memo directly to the Finance Department.
3. 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.
4. Correspondence in reference to this order must be addressed to the Purchasing Agent, City of Pompano Beach, Florida.

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. 59-600411
U.S. Treasury Department
I.R.S. Registration No. 59-74-0083K
State Sales Tax Exemption
Certificate no. 85-8012621672C-6**



City of Pompano Beach Purchase Order Terms and Conditions

Correspondence in reference to this order must be addressed to the Purchasing Agent, City of Pompano Beach Florida.

1. Invoices and Payment: The Purchase Order Number must appear on all invoices. All payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City's receipt of a Proper Invoice as defined in §218.72, Florida Statutes, as amended, City shall forward Vendor payment within forty five (45) days for all goods and services provided other than construction services. City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Vendor written notification of any such disputed charge. Vendor shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount. In the event City has a claim against Vendor for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Purchase Order, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Vendor, and/or Vendor's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made. Resolution of improper payment requests or invoices shall be in accordance with §218.76, Florida Statutes, as amended. 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. FEI 59-6000411; Sales Tax Exemption Certificate No. 85-8012621672C-6. Send original and one copy of Invoice to: City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, FL 33061.

2. Independent Contractor: The Vendor shall be deemed an independent contractor for all purposes, and the employees of the Vendor or any of its Vendors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Vendor, its contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Vendor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

3. Insurance: If required Vendor shall procure and maintain, through the term of this Purchase Order, insurance coverage reflecting, at a minimum, general liability and automobile liability each with a limit of not less than \$300,000.00, and all Florida statutory workers' compensation insurance. The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and BEST rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the City as added insured as required. No work is authorized until such time as the City has received a Certificate of Insurance in compliance with the above requirements.

4. Indemnification: Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Purchase Order. Vendor shall at all times indemnify, hold harmless and defend the City, its officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities

suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Vendor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Vendor, its agents, officers and/or employees, in the performance of services of this contract. Vendor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Vendor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment or interest by City. Vendor acknowledges and agrees that City would not enter into this Purchase Order without this indemnification of City by Vendor. The parties agree that one percent (1%) of the total compensation paid to Vendor hereunder shall constitute specific consideration to Vendor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Purchase Order.

5. Sovereign Immunity: Nothing in this Purchase Order shall be construed to affect in any way the rights, privileges and immunities of the City and agencies, as set forth in Article 768.28, Florida Statutes.

6. Performance Under Law: The Vendor, in the performance of duties under the Purchase Order, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

7. Compliances/Licenses: The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Purchase Order. The City undertakes no duty to ensure such compliance but will attempt to advise the Vendor, upon request, as to any such laws of which it has present knowledge.

8. Adherence to Law: Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

9. Governing Law: This Purchase Order has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Purchase Order shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

10. Non-Assignability and Subcontracting: This Purchase Order is not assignable and Vendor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Vendor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Purchase Order whereby City shall be released of any of its obligations hereunder. In addition, this Purchase Order and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment,



execution, proceedings in insolvency, bankruptcy or receivership. In the event of Vendor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Purchase Order without any notice of any kind whatsoever, in which event all rights of Vendor hereunder shall immediately cease and terminate.

11. Force Majeure: Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure. In order to be entitled to the benefit of this provision, within five (5) days after the beginning of any such delay, a party claiming an event of Force Majeure shall have given the other party written notice of the cause(s) thereof, requested an extension for the period and also diligently proceeded to correct the adverse effect of any Force Majeure. The parties agree that, as to this provision, time is of the essence.

12. Termination: City shall have the right to terminate this Purchase Order, in whole or in part, for convenience, cause, default or negligence on Vendor's part, upon ten (10) business days advance written notice to Vendor. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities. If there is any material breach or default in Vendor's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Purchase Order immediately and Vendor shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination. In the event of termination, City shall compensate Vendor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in this Purchase Order and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Purchase Order may be extended until said Work is completed and accepted by City.

13. Disputes: Any factual disputes between City and the Vendor in regard to this Purchase Order shall be directed to the City Manager for the City, and such decision shall be final.

14. Stop Work Order. The City may order that all or part of the work stop if circumstances dictate that this action is in the City's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the City's Commission, a condition of immediate danger to City employees, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the City. If this provision is invoked, the City shall notify the Vendor in writing to stop work as of

a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the City is received. If deemed appropriate by the City and in the event work is resumed, the City may amend this Purchase Order to reflect any changes to the Statement of Work and/or the project schedule.

15. Public Records: The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law, as amended. Specifically, the Vendor shall: 1. Keep and maintain public records required by the City in order to perform the service; 2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the City; 4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Vendor, or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

Failure of the Vendor to provide the above described public records to the City within a reasonable time may subject Vendor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

16. Ownership of Documents and Information: All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Vendor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Vendor for said Work product. City's re-use of Vendor's Work product shall be at its sole discretion and risk if done without Vendor's written



permission. Upon completion of all Work contemplated hereunder or termination of this Purchase Order, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Vendor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Purchase Order. To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Vendor free of charge.

17. No Contingent Fee: Vendor warrants that other than a bona fide employee working solely for Vendor, Vendor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Purchase Order or contingent upon or resulting from the award or making of this Purchase Order. In the event of Vendor's breach or violation of this provision, City shall have the right to terminate this Purchase Order without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

18. No Third Party Beneficiaries: Vendor and City agree that this Purchase Order and other Purchase Orders pertaining to Vendor's performance hereunder shall not create any obligation on Vendor or City's part to third parties. No person not a party to this Purchase Order shall be a third-party beneficiary or acquire any rights hereunder.

19. Absence of Conflicts of Interest: Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Purchase Order and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

20. Public Entity Crimes Act: As of the full execution of this Purchase Order, Vendor certifies that in accordance with §287.133, Florida Statutes, it is not on the Convicted Vendors List maintained by the State of Florida, Department of General Services. If Vendor is subsequently listed on the Convicted Vendors List during the term of this Purchase Order, Vendor agrees it shall immediately provide City written notice of such designation to the General Services Director at 1191 NE 3rd Avenue, Building C, Pompano Beach, FL 33060.

21. Background Checks: The Vendor shall conduct thorough background checks for all of the Vendor's employees or hired workers who will be working on any City site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled "Immigration". After reviewing the results of the background check, the Vendor shall determine whether the Vendor's employee and/or hired worker meets the necessary criteria for the position sought to be filled by the City. The City will rely on the Vendor's assessment of its employees' or hired workers' suitability to be hired for the position(s) sought to be filled by the City, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at City facilities, the Vendor will provide written verification to the City that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for its enforcement.

22. Fingerprinting: In the event the project or work under this Purchase Order requires that the Vendor or subcontractor employees or other authorized agents have unrestricted access to one or more City critical structures, those individuals will be required to complete a fingerprint-based criminal history check, pursuant to Chapter 373.6055, Florida Statutes in order to qualify for such unrestricted access. If a Vendor or subcontractor's employees or other authorized agents will only have access to City critical structures when accompanied by appropriate City staff, a fingerprint-based criminal history check will not be required. The City's Project Manager or designated City representative will notify Vendor when fingerprint-based criminal checks are required. Each individual subject to the criminal history check shall have a complete set of fingerprints taken at City headquarters as soon as practicable after the Vendor is informed that the fingerprinting is necessary. Fingerprints shall be submitted to the Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing. The results of each fingerprint-based criminal history check shall be reported to the City. The individuals who must undergo the fingerprint-based criminal history check shall not have unrestricted access to a critical structure until the fingerprint process is complete and the individual(s) are cleared and thereby qualified for access. The criminal violations that will prohibit unrestricted access to a City critical structure(s) are outlined in subparagraphs 3 (c) (1) and 3 (c) (2) of Florida Statute 373.6055.

23. Attorneys' Fees and Costs: In the event of any litigation involving the provisions of this Purchase Order, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

24. Severability: Should any provision of this Purchase Order or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Purchase Order shall remain in full force and effect.

25. Audit and Inspection Records: The Vendor shall permit the authorized representatives of the City to inspect and audit all data and records of the Vendor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract. The Vendor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

26. Entire Agreement: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Purchase Order that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

