

# Purchase Order

B I L L T O

CITY OF PALM COAST  
160 LAKE AVE.  
PALM COAST FL 32164



Fiscal Year 2021

Page 1 of 1

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

Purchase Order # **20211215**

\*\*SEND INVOICES TO: AP@PALMCOASTGOV.COM

Delivery must be made within doors of specified destination.

V E N D O R

OHLSON LAVOIE CORPORATION  
2295 S. HIAWASSEE ROAD  
SUITE 310  
ORLANDO FL 32835

S H I P T O

CITY OF PALM COAST CITY HALL  
160 LAKE AVE.  
PALM COAST FL 32164

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
				1250			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
02/08/2021	11861				STRWT-ENGINEERING OPERATIONS		
Item#	Description/Part No.			Qty	UOM	Unit Price	Net Price
1	Design Services for Palm Coast The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading *** SEND INVOICES TO: AP@PALMCOASTGOV.COM *** PLEASE REFERENCE PO NUMBER ON INVOICE *** FOR GENERAL QUESTIONS REGARDING THIS PURCHASE ORDER CALL 386-986-3730. *** FOB: DESTINATION, FREIGHT PREPAID *** Master Plan design work for clubhouse design, phasing plan and cost opinion. The project is for the expansion of the existing tennis facility. Piggyback contract# (RFQ2020-016PZ-31) <b>21066015 - 063000 - 99044</b>			1.0	EACH	\$29,995.00	\$29,995.00
							<b>\$29,995.00</b>

By *Hehua Palm*  
Finance Director

Date 02/08/2021

**VENDOR COPY**

Total Ext. Price	\$29,995.00
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# Terms and Conditions

By accepting this Purchase Order (PO) Vendor accepts all of the Terms and Conditions included herein. If any Vendor terms and conditions in any document conflict with the terms and conditions herein, this PO prevails. In the event that the Terms and Conditions of this PO are inconsistent with the terms and conditions of an underlying contract which is implemented, in whole or part, by this PO, then the terms and conditions of the underlying contract shall govern.

1. Delivery. Terms of shipping are F.O.B. Destination Freight Collect and Allowed. Title and risk of loss shall pass when items have been received, inspected and accepted by City. All associated shipping, insurance and other related costs shall be borne by Vendor. Extra charges for any purpose will not be allowed unless explicitly indicated on the PO. The City reserves the right to conduct any inspection or investigation to verify compliance of the goods and/or services with the requirements of this purchase and to reject any delivery not in compliance, and if the deficiency is not visible at the time of delivery, to take and/or require appropriate corrective action. Time is of the essence.
2. Firm Pricing/Invoices/Payment Terms. Prices stated on this PO are firm, all inclusive and consistent with applicable negotiations, bid(s) or quotations. This order is hereby cancelled if pricing is omitted. After each delivery the Vendor shall provide to City the "bill to address" an original, "proper invoice" (single copy) which includes: a) Vendor's name (dba), telephone number, mailing address; b) City's PO Number; c) Date of invoice; d) Shipping date; e) Delivery date; f) Payment terms; g) Description of goods/services; h) Quantity; i) Unit price; j) Extended price; k) Total. The City has the right to reconcile invoice with the PO and adjust payment accordingly to comply with the PO. Payment will be made only to the Vendor identified on the PO and only for received and accepted goods/services. The City shall have the right at any time to set-off any amounts due to the Vendor against any amounts owed to the City by the Vendor, and the City shall, in the case of Vendor default, retain the right to further adjust payments if in the best interests of the City. Payment of invoices will be in compliance with Chapter 218, Florida Statutes, the Purchasing Policies of the City, and the stipulations, terms and conditions of this PO. Any cash discount period will date from receipt of invoice, receipt of actual delivery, or date of invoice, whichever is later.
3. Warranty. Vendor warrants that all work or services shall be performed in a good and competent workmanlike manner and that any goods supplied are new, of good quality, and free from defects in title, workmanship, material, and in design, and are in full compliance with the specifications. The goods or services are covered by the most favorable commercial warranties given any customer for such goods and/or services, and the rights and remedies provided therein are in addition to and do not limit those available to the City by any other clause of this PO. A copy of this warranty and all applicable manufacturer's warranties shall be furnished with the delivery of the goods and/or services.
4. Indemnification/Sovereign Immunity. Vendor agrees to indemnify, hold harmless and defend the City: (1) from any loss, expense, claim or damage arising from any claim or action based on any acts or omissions of the Vendor, its employees, servants, agents or subcontractors; (2) with respect to any and all claims, suits, actions, and proceedings of actual or alleged infringements of any letter, Patent, Registered of Industrial Design, Trademark or Trade Name, Trade Secret, Copyright or other protected right in any country resulting from any sale, use or manufacture of any material delivered hereunder. The City reserves its rights to be represented in any such action by its own counsel at its own expense. The City expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Section 768.28, Florida Statutes.
5. Insurance. Vendor shall maintain comprehensive general liability, workers compensation (or state-issued exemption) and auto insurance in the amounts acceptable to City with such companies other than those authorized by Section 440.57, Florida Statutes, that maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company. The City reserves the right to be named as an Additional Insured. Upon request, Vendor shall furnish City with evidence of the required insurance. Noncompliance with this item shall place the Vendor in default and subject to disbarment from the City's Vendor List.
6. Termination. City may cancel this PO, any outstanding deliveries or reschedule shipping in whole or in part for convenience upon written notice to the Vendor sent at least fourteen (14) days prior to the delivery date specified. The City shall have no liability to the Vendor beyond payment of any balance owing for material purchased and delivered to and accepted by the City prior to the Vendor's receipt of the notice of termination. The City may terminate this PO in whole or in part at any time for default by written notice to the Vendor. In the event of a breach by Vendor, including a delay in delivery or performance hereunder, City reserves the right to purchase substitutions and to charge Vendor for any loss incurred. If this PO is terminated by the City for the Vendor's default, then Vendor will be liable for all incidental and consequential damages resulting from Vendor's breach, including all damages provided in the UCC. In the event Vendor is adjudged by a court to be in default, Vendor will pay to the City all costs and expenses incurred by the City in connection with the suit, including reasonable attorney's fees.
7. Assignment. Vendor shall not assign this PO, any rights under this PO or any monies due or to become due nor delegate or subcontract any obligations or work without the prior written consent of the City.
8. Independent Contractor. Vendor shall perform the obligations of this PO as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.
9. Compliance with Law. Vendor agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes, including but not limited to nondiscrimination, immigration and ethics laws. Violation of this section is grounds for debarment.
10. Choice of Law/Jurisdiction/Venue. This PO shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court.
11. Modification. City may unilaterally change, at no additional cost, the quantity and receiving point within the City for items not yet shipped or performed. All other modifications must be mutually agreed upon in writing. City is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO, or items shipped at a higher price than stated on the PO.
12. Notices. All notices given by one party to the other under this PO shall be in writing and deemed to have been duly given when delivered to the receiving party's address set forth on this PO either by hand, overnight courier, or certified or registered mail, return receipt requested (postage prepaid) . For the City, it shall be addressed to the Contracts Coordinator, 160 Lake Avenue, Palm Coast, FL 32164.
13. No Waiver. The failure of the City to enforce any provision of this PO or exercise any right or privilege granted to the City shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.
14. Taxes. City is exempt from the Florida Sales and Use Tax and will furnish the Vendor with proof of tax exemption upon request.
15. UCC. In addition to any rights or remedies contained in this PO, each party shall have rights, duties, and remedies available through the Uniform Commercial Code.