

Mail invoice To: CLERK OF THE CIRCUIT COURT MANATEE COUNTY FINANCE DEPARTMENT P.O. BOX 1000 BRADENTON, FL 34206-1000 SEND SEPARATE INVOICES FOR EACH SHIPMENT

**PURCHASE ORDER NO.:** P0102039 PAGE: Page 1 of 1

06/21/10

**DATE REQUIRED:** 06/21/10 NET 45 **BESTWAY** 

DESTINATION TASK 101850DC

**VENDOR** 

V015839 (941) 531-0074 RQ LAND SERVICES 6090 17TH ST E BRADENTON, FL 34203

SHIP TO

NEIGHBORHOOD SERVICES ADMINISTRATION

**CONFIRMATION TO:** 

**ORDER DATE:** 

**TERMS:** 

S0501

SHIP VIA: F.O.B.:

1112 MANATEE AVE W BRADENTON, FL 34205

Requested by: Marion C Johnston

r d excavation@hotmail.com

ITEM QUANTITY U/M DESCRIPTION

**UNIT PRICE** 

**TOTAL PRICE** 

TOTAL COST IN ACCORDANCE WITH IFB #10-1850DC BID SUBMITTAL BY ROBERT McCARTER DATED 05/20/2010.

CONTRACTOR TO CONTACT STEPHEN LEE, COUNTY INSPECTION OFFICER @ 941-748-4501 ext.3837 FOR A FINAL WALK-THRU AND TO RECEIVE A DEMOLITION ORDER TO PROCEED WITH THE WORK.

CONTACT FOR PAYMENT SHALL BE: BILL O'SHEA, PROJECT MANAGER NEIGHBORHOOD SERVICES, @ 941-748-4501 ext.6858.

(FOR PHASE 2 REDEVELOPMENT OF HOUSING AND/OR PUBLIC FACILITIES IN AREAS THAT ARE ELIGIBLE NSP AREAS. NSP-1 FY08/09)

> \*\* PAPERLESS PURCHASE ORDER \*\* \* NO HARD COPY WILL BE SENT \*\* TO CHANGE YOUR EMAIL, CONTACT THE BUYER

> \*\*\*\*\*\*

001 2,600 LS DEMOLITION - 610 21st STREET EAST, PALMETTO 1.00 2,600.00

172-9012401-534000/9012401-9100

2,600.00

TOTAL COST INCLUDES ASBESTOS SURVEY. ANY REQUIRED ABATEMENT WILL BE PAID BY CHANGE ORDER FROM COMPLETED SURVEY AND THE ORIGINAL INVOICE SHOWING THE COST FOR ABATEMENT.

**TOTAL** 

2,600.00

Requisition#: Reference #:

R044333

IFB #10-1850DC

Buyer:

DEBORAH CAREY-REED CNSTN BUYER (941) 749-3074

See Reverse Side For Terms and Conditions

A PACKING LIST MUST ACCOMPANY EVERY SHIPMENT. FLORIDA SALES TAX EXEMPT. CERT. NO. 51-02-027548-53-C.

F.E.T. EXEMPT CERT. NO. 59-78-0089 K.

NO DEVIATION IN THE TERMS AND CONDITIONS OR SPECIFICATIONS OF THIS PURCHASE CONTRACT SHALL BE MADE UNLESS SPECIFICALLY AUTHORIZED BY MANATEE COUNTY PURCHASING.

Approved By: Esceah Green-Recol

- PURCHASE ORDER AND PART NUMBER. Manatee County's (Buyer) Purchase Order numbers must appear on all invoices and packing lists. Purchase Order numbers must show on all Bills of Lading, cartons, containers, etc.
- 2. PRICE. This order is not to be filled at a higher price than last charged or quoted unless so authorized in writing by Manatee County's Purchasing Division.
- 3. INSPECTION. All materials ordered are subject to inspection and test by Buyer. Buyer shall have the right to reject or to require correction of material found not to conform to this purchase order. At Buyer's option, rejected material will be held for Seller's instruction and at Seller's risk or returned at Seller's expense. Payment for material prior to inspection shall not constitute Buyer's acceptance.
- 4. ENTIRE CONTRACT. The terms and conditions stated herein shall constitute the entire contract between Buyer and Seller and no agreement or other understanding in any way modifying the same will be binding unless made in writing signed by a duly authorized representative of Buyer.
- 5. ACCEPTANCE. Acceptance is limited to the provisions set forth in this order including these terms and conditions and those on the face hereof or incorporated herein by reference. Seller's performance of any work or shipment of any materials covered by this order, without having received Buyer's express written assent to a modification of or addition to the terms hereof shall constitute Seller's acceptance of these terms despite any language to the contrary in Seller's quotation, acknowledgement, confirmation or other communication made in response to this order, and such action by Seller shall constitute a waiver of any such language. Buyer's silence or acceptance of any work performed or materials shipped shall in no event be deemed Buyer's acceptance of any terms contained in Seller's quotation, acknowledgement, confirmation or other communication received from Seller which are different from or in addition to the terms hereof.
- 6. DELIVERY. Time is of the essence in the filling of this order. No delays in shipment of material or rendition of services will be permitted except as authorized by Buyer in writing. Please notify Buyer at once of anticipated delay. Excessive or unusual transportation charges caused by Seller's inability to deliver by specified date and in specified quantities shall be charged back to Seller. Right is reserved to cancel this order if the foregoing is not complied with. In the event of cancellation pursuant to this clause, Buyer may procure similar articles or services elsewhere or secure the manufacture and delivery of the articles by purchase order or otherwise, and Seller shall be liable to Buyer for any excess cost.
- 7. PACKING AND SHIPPING. All goods shall be packed, crated and braced to prevent damage or deterioration and classified on bills of lading in accordance with National Motor Freight or Uniform Freight Classification rules and regulations and carriers' tariffs. No charges shall be paid by Buyer for preparation, packing, crating, or cartage unless separately stated in the order. All shipments to be forwarded on one day to one address shall be consolidated and shipped to ensure lowest transportation charge. Buyer's count or weight shall be final and conclusive on shipments.
- 8. CHANGES AND CANCELLATION. Buyer may at any time by written order make changes in the materials or work ordered; including changes in drawings and specifications, or require additional work or materials. If such changes cause an increase or decrease in Seller's cost or in the time required for performance, an equitable adjustment shall be made and this order shall be modified in writing. Failure to agree to an adjustment shall not excuse the Seller from proceeding with this order as changed. Buyer reserves the right to cancel or suspend all or, from time to time, any undelivered or unexecuted portion of this order. Changes shall not be binding until agreed to in writing by Manatee County's Purchasing Division.
- 9. WARRANTY. In addition to any warranty implied by fact or law, Seller expressly warrants all items to be free from defects in design, workmanship and materials; to conform strictly to applicable specifications, drawings, approved samples, if any; and to be fit and sufficient for the purpose intended, and to be merchantable. Such warranties, together with all other service warranties of Seller, shall run to Buyer. All warranties shall survive inspection, test, acceptance of and payment by Buyer. In the event of breach of warranty, Buyer may, at its option, either return for credit or require prompt correction or replacement of the defective or nonconforming material to the satisfaction of the Buyer. In the event that Seller is unable to correct or replace the same, Buyer, at its elect, may correct or replace the same and Seller shall reimburse Buyer for the full cost of making such correction or replacement.
- 10. WARRANTY PRICE. Seller warrants that the Buyer shall not be billed at prices higher than stated on this Purchase Order unless authorized by a Purchase Order Change Notice issued and signed by Buyer. Seller represents that the price charged for the goods or services covered by this order, is the lowest price charged by the Seller to buyers of a class similar to Buyer under conditions similar to those specified in this order and the prices comply with applicable government regulations in effect at time of quotation, sale or delivery. Seller agrees that any price reduction made in items covered by this order subsequent to the placement of this order will be applicable to this order.
- 11. PATENTS AND DESIGN RIGHTS. Seller agrees to defend, protect and save Buyer harmless against all suits and from all damages, claims and demands for actual or alleged infringement of any patents by reason of any manufacture, use of materials covered by this order except insofar as any such suit, damage, claim or demand is directly attributable to such materials being manufactured by Seller according to Buyer's detailed design. Seller hereby agrees that if this order covers development work and any discoveries, inventions of patents result therefrom, the entire right, title and interest in and to such discoveries, inventions and patents shall belong exclusively to Buyer.
- 12. INDEMNIFICATION. Seller agrees to indemnify, defend and hold Buyer, its officers, employees and agents, harmless from any and all costs, losses, expenses, damages, claims, suits, or any liability whatsoever, including attorney's fees, resulting from injury, including death, to person or damage to property arising out of or in any manner connected with the performance of this order, whether arising out of, caused by or contributed to in whole or in part by the acts or omissions of Seller, or its subcontractors or their respective employees. Seller agrees to maintain, and require its subcontractors to maintain (1) public liability and property damage insurance in amounts satisfactory to Buyer, to cover the obligations set forth above, and (2) Workman's Compensation Insurance covering all employees engaged in the performance of this order. Seller shall furnish to Buyer certificates evidencing such insurance.
- 13. COMPLIANCE WITH LAWS AND REGULATIONS. Seller agrees that it will comply with all federal, state and local laws and regulations applicable to the production, sale and delivery of the goods or the furnishing of any labor or services called for by this order, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Without limiting the generality of the foregoing: (a) There is incorporated herein by reference the contract provisions of paragraphs (1) through (7) of Section 202 of Executive Order 11246, as amended, provided that where necessary to make the context thereof applicable to this order the term "Contractor" shall mean Seller and the term "Contract" shall mean this order, (b) Seller certifies that the goods called for by this order have been or will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and a certification evidencing such compliance shall be printed, stamped or typed on Seller's invoices.
- 14. OCCUPATIONAL SAFETY AND HEALTH. Seller represents that all goods and/or services sold or furnished to Buyer hereunder will comply with all applicable laws and governmental regulations relating to the occupational safety and health of employees, specifically including the Federal Occupational Safety and Health Act of 1970 and any rules, regulations, standards or order issued thereunder, (herein collectively called "Occupational Safety and Health Requirements") and Seller agrees to indemnify and hold harmless Buyer against any claims, losses, damages, fines, penalties, costs and expenses suffered or incurred by Buyer as a result of any violation of or noncompliance with any Occupational Safety and Health Requirements caused or contributed to by the failure of such goods and/or services to so comply. Seller agrees upon request to furnish to Buyer any and all information regarding the ingredients of goods sold or furnished to Buyer hereunder and to comply with any other reasonable request of Buyer made in connection with the application of any Occupational Safety and Health Requirements to Buyer, its employees and property.
- 15. MISCELLANEOUS. This order and the performance by the parties hereunder shall be construed and governed by the law of the State of Florida.



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P.O. BOX 1000
BRADENTON, FL 34206-1000
SEND SEPARATE INVOICES FOR EACH SHIPMENT

PAGE: PATE: P0102042

PAGE: Page 1 of 2

ORDER DATE: 06/21/10
DATE REQUIRED: 06/21/10
TERMS: NET 45

TERMS: NET 45
SHIP VIA: BESTWAY
F.O.B.: DESTINATION
CONFIRMATION TO: DEBORAH'S

VENDOR

V220050 (941) 722-4495 CHEAVES MASONRY AND CONSTRUCTION INC PO BOX 205 PALMETTO, FL 34220 SHIP TO

NEIGHBORHOOD SERVICES ADMINISTRATION

S0501

1112 MANATEE AVE W BRADENTON, FL 34205

Requested by: Marion C Johnston

mattielou49@yahoo.com

ITEM QUANTITY U/M DESCRIPTION UNIT PRICE TOTAL PRICE

TOTAL COST IN ACCORDANCE WITH IFB #10-1850DC BID SUBMITTAL BY RICHARD CHEAVES DATED 05/19/2010.

CONTRACTOR TO CONTACT STEPHEN LEE, COUNTY INSPECTION OFFICER 0.941-748-4501 ext. 0.3837 FOR A FINAL WALK-THRU AND TO RECEIVE A DEMOLITION ORDER TO PROCEED WITH THE WORK.

CONTACT FOR PAYMENT SHALL BE: BILL O'SHEA, PROJECT MANAGER NEIGHBORHOOD SERVICES, @ 941-748-4501 ext.6858.

(FOR PHASE 2 REDEVELOPMENT OF HOUSING AND/OR PUBLIC FACILITIES IN AREAS THAT ARE ELIGIBLE NSP AREAS. NSP-1 FY08/09)

\*\* PAPERLESS PURCHASE ORDER \*\* \* NO HARD COPY WILL BE SENT \*\* TO CHANGE YOUR EMAIL, CONTACT THE BUYER \*\*\*\*\*\*\*\* 001 2,300 LS DEMOLITION - 2503 6th Ave E, Palmetto 2,300.00 1.00 172-9012401-534000/9012401-9100 2,300.00 002 1,300 LS DEMOLITION - 2010 5th Ave E, Palmetto 1.00 1,300.00 172-9012401-534000/9012401-9100 1,300.00 003 2,500 LS DEMOLITION - 116 37th St Ct E, Palmetto 1.00 2,500.00

\*\*\*\*CONTINUED\*\*\*\*

TOTAL

Requisition#:

Reference #: Buyer:

See Reverse Side For Terms and Conditions

Approved By:

A PACKING LIST MUST ACCOMPANY EVERY SHIPMENT. FLORIDA SALES TAX EXEMPT. CERT. NO. 51-02-027548-53-C.

F.E.T. EXEMPT CERT. NO. 59-78-0089 K.

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- 2. PRICE. This order is not to be filled at a higher price than last charged or quoted unless so authorized in writing by Manatee County's Purchasing Division.
- 3. INSPECTION. All materials ordered are subject to inspection and test by Buyer. Buyer shall have the right to reject or to require correction of material found not to conform to this purchase order. At Buyer's option, rejected material will be held for Seller's instruction and at Seller's risk or returned at Seller's expense. Payment for material prior to inspection shall not constitute Buyer's acceptance.
- 4. ENTIRE CONTRACT. The terms and conditions stated herein shall constitute the entire contract between Buyer and Seller and no agreement or other understanding in any way modifying the same will be binding unless made in writing signed by a duly authorized representative of Buyer.
- 5. ACCEPTANCE. Acceptance is limited to the provisions set forth in this order including these terms and conditions and those on the face hereof or incorporated herein by reference. Seller's performance of any work or shipment of any materials covered by this order, without having received Buyer's express written assent to a modification of or addition to the terms hereof shall constitute Seller's acceptance of these terms despite any language to the contrary in Seller's quotation, acknowledgement, confirmation or other communication made in response to this order, and such action by Seller shall constitute a waiver of any such language. Buyer's silence or acceptance of any work performed or materials shipped shall in no event be deemed Buyer's acceptance of any terms contained in Seller's quotation, acknowledgement, confirmation or other communication received from Seller which are different from or in addition to the terms hereof.
- 6. DELIVERY. Time is of the essence in the filling of this order. No delays in shipment of material or rendition of services will be permitted except as authorized by Buyer in writing. Please notify Buyer at once of anticipated delay. Excessive or unusual transportation charges caused by Seller's inability to deliver by specified date and in specified quantities shall be charged back to Seller. Right is reserved to cancel this order if the foregoing is not complied with. In the event of cancellation pursuant to this clause, Buyer may procure similar articles or services elsewhere or secure the manufacture and delivery of the articles by purchase order or otherwise, and Seller shall be liable to Buyer for any excess cost.
- 7. PACKING AND SHIPPING. All goods shall be packed, crated and braced to prevent damage or deterioration and classified on bills of lading in accordance with National Motor Freight or Uniform Freight Classification rules and regulations and carriers' tariffs. No charges shall be paid by Buyer for preparation, packing, crating, or cartage unless separately stated in the order. All shipments to be forwarded on one day to one address shall be consolidated and shipped to ensure lowest transportation charge. Buyer's count or weight shall be final and conclusive on shipments.
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- 9. WARRANTY. In addition to any warranty implied by fact or law, Seller expressly warrants all items to be free from defects in design, workmanship and materials; to conform strictly to applicable specifications, drawings, approved samples, if any; and to be fit and sufficient for the purpose intended, and to be merchantable. Such warranties, together with all other service warranties of Seller, shall run to Buyer. All warranties shall survive inspection, test, acceptance of and payment by Buyer. In the event of breach of warranty, Buyer may, at its option, either return for credit or require prompt correction or replacement of the defective or nonconforming material to the satisfaction of the Buyer. In the event that Seller is unable to correct or replace the same, Buyer, at its elect, may correct or replace the same and Seller shall reimburse Buyer for the full cost of making such correction or replacement.
- 10. WARRANTY PRICE. Seller warrants that the Buyer shall not be billed at prices higher than stated on this Purchase Order unless authorized by a Purchase Order Change Notice issued and signed by Buyer. Seller represents that the price charged for the goods or services covered by this order, is the lowest price charged by the Seller to buyers of a class similar to Buyer under conditions similar to those specified in this order and the prices comply with applicable government regulations in effect at time of quotation, sale or delivery. Seller agrees that any price reduction made in items covered by this order subsequent to the placement of this order will be applicable to this order.
- 11. PATENTS AND DESIGN RIGHTS. Seller agrees to defend, protect and save Buyer harmless against all suits and from all damages, claims and demands for actual or alleged infringement of any patents by reason of any manufacture, use of materials covered by this order except insofar as any such suit, damage, claim or demand is directly attributable to such materials being manufactured by Seller according to Buyer's detailed design. Seller hereby agrees that if this order covers development work and any discoveries, inventions of patents result therefrom, the entire right, title and interest in and to such discoveries, inventions and patents shall belong exclusively to Buyer.
- 12. INDEMNIFICATION. Seller agrees to indemnify, defend and hold Buyer, its officers, employees and agents, harmless from any and all costs, losses, expenses, damages, claims, suits, or any liability whatsoever, including attorney's fees, resulting from injury, including death, to person or damage to property arising out of or in any manner connected with the performance of this order, whether arising out of, caused by or contributed to in whole or in part by the acts or omissions of Seller, or its subcontractors or their respective employees. Seller agrees to maintain, and require its subcontractors to maintain (1) public liability and property damage insurance in amounts satisfactory to Buyer, to cover the obligations set forth above, and (2) Workman's Compensation Insurance covering all employees engaged in the performance of this order. Seller shall furnish to Buyer certificates evidencing such insurance.
- 13. COMPLIANCE WITH LAWS AND REGULATIONS. Seller agrees that it will comply with all federal, state and local laws and regulations applicable to the production, sale and delivery of the goods or the furnishing of any labor or services called for by this order, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Without limiting the generality of the foregoing: (a) There is incorporated herein by reference the contract provisions of paragraphs (1) through (7) of Section 202 of Executive Order 11246, as amended, provided that where necessary to make the context thereof applicable to this order the term "Contractor" shall mean Seller and the term "Contract" shall mean this order, (b) Seller certifies that the goods called for by this order have been or will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and a certification evidencing such compliance shall be printed, stamped or typed on Seller's invoices.
- 14. OCCUPATIONAL SAFETY AND HEALTH. Seller represents that all goods and/or services sold or furnished to Buyer hereunder will comply with all applicable laws and governmental regulations relating to the occupational safety and health of employees, specifically including the Federal Occupational Safety and Health Act of 1970 and any rules, regulations, standards or order issued thereunder, (herein collectively called "Occupational Safety and Health Requirements") and Seller agrees to indemnify and hold harmless Buyer against any claims, losses, damages, fines, penalties, costs and expenses suffered or incurred by Buyer as a result of any violation of or noncompliance with any Occupational Safety and Health Requirements caused or contributed to by the failure of such goods and/or services to so comply. Seller agrees upon request to furnish to Buyer any and all information regarding the ingredients of goods sold or furnished to Buyer hereunder and to comply with any other reasonable request of Buyer made in connection with the application of any Occupational Safety and Health Requirements to Buyer, its employees and property.
- 15. MISCELLANEOUS. This order and the performance by the parties hereunder shall be construed and governed by the law of the State of Florida.



ITEM

# **MANATEE COUNTY PURCHASING**

Mail invoice To:
CLERK OF THE CIRCUIT COURT
MANATEE COUNTY FINANCE DEPARTMENT
P.O. BOX 1000
BRADENTON, FL 34206-1000
SEND SEPARATE INVOICES FOR EACH SHIPMENT

PURCHASE ORDER NO.: P0102042
PAGE: Page 2 of 2

 ORDER DATE:
 06/21/10

 DATE REQUIRED:
 06/21/10

 TERMS:
 NET 45

SHIP VIA:

F.O.B.:

CONFIRMATION TO:

BESTWAY

DESTINATION

DEBORAH'S

**VENDOR** 

V220050 (941) 722-4495 CHEAVES MASONRY AND CONSTRUCTION INC PO BOX 205 PALMETTO, FL 34220 SHIP TO

NEIGHBORHOOD SERVICES ADMINISTRATION

1112 MANATEE AVE W BRADENTON, FL 34205

Requested by: Marion C Johnston

mattielou49@yahoo.com

QUANTITY U/M DESCRIPTION

**UNIT PRICE** 

**TOTAL PRICE** 

172-9012401-534000/9012401-9100

2,500.00

S0501

TOTAL COST INCLUDES ASBESTOS SURVEY. ANY REQUIRED ABATEMENT WILL BE PAID BY CHANGE ORDER FROM COMPLETED SURVEY AND THE ORIGINAL INVOICE SHOWING THE COST FOR ABATEMENT.

**TOTAL** 

6,100.00

Requisition#: Reference #:

R045041

IFB #10-1850DC

Buyer:

DEBORAH CAREY-REED CNSTN BUYER (941) 749-3074

See Reverse Side For Terms and Conditions

A PACKING LIST MUST ACCOMPANY EVERY SHIPMENT. FLORIDA SALES TAX EXEMPT. CERT. NO. 51-02-027548-53-C.

F.E.T. EXEMPT CERT. NO. 59-78-0089 K.

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Approved By:



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SEND SEPARATE INVOICES FOR EACH SHIPMENT

PAGE: Page 1 of 2

ORDER DATE: 06/21/10

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TERMS: NET 45

TERMS: NET 45
SHIP VIA: BESTWAY
F.O.B.: DESTINATION
CONFIRMATION TO: DEBORAH'S

VENDOR

V015932 (813) 621-5400 ENVIRONMENTAL CONSTRUCTION INC 1209 TECH BLVD #108 TAMPA, FL 33619 SHIP TO

NEIGHBORHOOD SERVICES ADMINISTRATION 1112 MANATEE AVE W

BRADENTON, FL 34205

S0501

Requested by: Marion C Johnston

mgraisbery.eci@verizon.net

ITEM QUANTITY U/M DESCRIPTION UNIT PRICE TOTAL PRICE

TOTAL COST IN ACCORDANCE WITH IFB #10-1850DC BID SUBMITTAL BY MICHAEL GRAISBERY DATED 05/18/2010.

CONTRACTOR TO CONTACT STEPHEN LEE, COUNTY INSPECTION OFFICER @ 941-748-4501 ext.3837 FOR A FINAL WALK-THRU AND TO RECEIVE A DEMOLITION ORDER TO PROCEED WITH THE WORK.

CONTACT FOR PAYMENT SHALL BE: BILL O'SHEA, PROJECT MANAGER NEIGHBORHOOD SERVICES, @ 941-748-4501 ext.6858.

(FOR PHASE 2 REDEVELOPMENT OF HOUSING AND/OR PUBLIC FACILITIES IN AREAS THAT ARE ELIGIBLE NSP AREAS. NSP-1 FY08/09)

001 5,295 LS DEMOLITION - 2122 3rd St., Bradenton 1.00 5,295.00

172-9012401-534000/9012401-9100 5,295.00

002 3,460 LS DEMOLITION - 2816 7th St E., Bradenton 1.00 3,460.00

172-9012401-534000/9012401-9100 3,460.00

003 2,840 LS DEMOLITION - 523 21st St E., Palmetto 1.00 2,840.00

172-9012401-534000/9012401-9100 2,840.00

\*\*\*\*CONTINUED\*\*\*\*

TOTAL

Requisition#:

Reference #: Buyer:

See Reverse Side For Terms and Conditions

Approved By:

A PACKING LIST MUST ACCOMPANY EVERY SHIPMENT. FLORIDA SALES TAX EXEMPT. CERT. NO. 51-02-027548-53-C.

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- 4. ENTIRE CONTRACT. The terms and conditions stated herein shall constitute the entire contract between Buyer and Seller and no agreement or other understanding in any way modifying the same will be binding unless made in writing signed by a duly authorized representative of Buyer.
- 5. ACCEPTANCE. Acceptance is limited to the provisions set forth in this order including these terms and conditions and those on the face hereof or incorporated herein by reference. Seller's performance of any work or shipment of any materials covered by this order, without having received Buyer's express written assent to a modification of or addition to the terms hereof shall constitute Seller's acceptance of these terms despite any language to the contrary in Seller's quotation, acknowledgement, confirmation or other communication made in response to this order, and such action by Seller shall constitute a waiver of any such language. Buyer's silence or acceptance of any work performed or materials shipped shall in no event be deemed Buyer's acceptance of any terms contained in Seller's quotation, acknowledgement, confirmation or other communication received from Seller which are different from or in addition to the terms hereof.
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- 7. PACKING AND SHIPPING. All goods shall be packed, crated and braced to prevent damage or deterioration and classified on bills of lading in accordance with National Motor Freight or Uniform Freight Classification rules and regulations and carriers' tariffs. No charges shall be paid by Buyer for preparation, packing, crating, or cartage unless separately stated in the order. All shipments to be forwarded on one day to one address shall be consolidated and shipped to ensure lowest transportation charge. Buyer's count or weight shall be final and conclusive on shipments.
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- 9. WARRANTY. In addition to any warranty implied by fact or law, Seller expressly warrants all items to be free from defects in design, workmanship and materials; to conform strictly to applicable specifications, drawings, approved samples, if any; and to be fit and sufficient for the purpose intended, and to be merchantable. Such warranties, together with all other service warranties of Seller, shall run to Buyer. All warranties shall survive inspection, test, acceptance of and payment by Buyer. In the event of breach of warranty, Buyer may, at its option, either return for credit or require prompt correction or replacement of the defective or nonconforming material to the satisfaction of the Buyer. In the event that Seller is unable to correct or replace the same, Buyer, at its elect, may correct or replace the same and Seller shall reimburse Buyer for the full cost of making such correction or replacement.
- 10. WARRANTY PRICE. Seller warrants that the Buyer shall not be billed at prices higher than stated on this Purchase Order unless authorized by a Purchase Order Change Notice issued and signed by Buyer. Seller represents that the price charged for the goods or services covered by this order, is the lowest price charged by the Seller to buyers of a class similar to Buyer under conditions similar to those specified in this order and the prices comply with applicable government regulations in effect at time of quotation, sale or delivery. Seller agrees that any price reduction made in items covered by this order subsequent to the placement of this order will be applicable to this order.
- 11. PATENTS AND DESIGN RIGHTS. Seller agrees to defend, protect and save Buyer harmless against all suits and from all damages, claims and demands for actual or alleged infringement of any patents by reason of any manufacture, use of materials covered by this order except insofar as any such suit, damage, claim or demand is directly attributable to such materials being manufactured by Seller according to Buyer's detailed design. Seller hereby agrees that if this order covers development work and any discoveries, inventions of patents result therefrom, the entire right, title and interest in and to such discoveries, inventions and patents shall belong exclusively to Buyer.
- 12. INDEMNIFICATION. Seller agrees to indemnify, defend and hold Buyer, its officers, employees and agents, harmless from any and all costs, losses, expenses, damages, claims, suits, or any liability whatsoever, including attorney's fees, resulting from injury, including death, to person or damage to property arising out of or in any manner connected with the performance of this order, whether arising out of, caused by or contributed to in whole or in part by the acts or omissions of Seller, or its subcontractors or their respective employees. Seller agrees to maintain, and require its subcontractors to maintain (1) public liability and property damage insurance in amounts satisfactory to Buyer, to cover the obligations set forth above, and (2) Workman's Compensation Insurance covering all employees engaged in the performance of this order. Seller shall furnish to Buyer certificates evidencing such insurance.
- 13. COMPLIANCE WITH LAWS AND REGULATIONS. Seller agrees that it will comply with all federal, state and local laws and regulations applicable to the production, sale and delivery of the goods or the furnishing of any labor or services called for by this order, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Without limiting the generality of the foregoing: (a) There is incorporated herein by reference the contract provisions of paragraphs (1) through (7) of Section 202 of Executive Order 11246, as amended, provided that where necessary to make the context thereof applicable to this order the term "Contractor" shall mean Seller and the term "Contract" shall mean this order, (b) Seller certifies that the goods called for by this order have been or will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and a certification evidencing such compliance shall be printed, stamped or typed on Seller's invoices.
- 14. OCCUPATIONAL SAFETY AND HEALTH. Seller represents that all goods and/or services sold or furnished to Buyer hereunder will comply with all applicable laws and governmental regulations relating to the occupational safety and health of employees, specifically including the Federal Occupational Safety and Health Act of 1970 and any rules, regulations, standards or order issued thereunder, (herein collectively called "Occupational Safety and Health Requirements") and Seller agrees to indemnify and hold harmless Buyer against any claims, losses, damages, fines, penalties, costs and expenses suffered or incurred by Buyer as a result of any violation of or noncompliance with any Occupational Safety and Health Requirements caused or contributed to by the failure of such goods and/or services to so comply. Seller agrees upon request to furnish to Buyer any and all information regarding the ingredients of goods sold or furnished to Buyer hereunder and to comply with any other reasonable request of Buyer made in connection with the application of any Occupational Safety and Health Requirements to Buyer, its employees and property.
- 15. MISCELLANEOUS. This order and the performance by the parties hereunder shall be construed and governed by the law of the State of Florida.



ITEM

# MANATEE COUNTY PURCHASING

Mail invoice To:
CLERK OF THE CIRCUIT COURT
MANATEE COUNTY FINANCE DEPARTMENT
P.O. BOX 1000
BRADENTON, FL 34206-1000
SEND SEPARATE INVOICES FOR EACH SHIPMENT

PAGE: Page 2 of 2
ORDER DATE: 06/21/10

**ORDER DATE:** 06/21/10 **DATE REQUIRED:** 06/21/10

TERMS: NET 45
SHIP VIA: BESTWAY
F.O.B.: DESTINATION

**VENDOR** 

V015932 (813) 621-5400 ENVIRONMENTAL CONSTRUCTION INC 1209 TECH BLVD #108 TAMPA, FL 33619 SHIP TO

**CONFIRMATION TO:** 

S0501

NEIGHBORHOOD SERVICES ADMINISTRATION 1112 MANATEE AVE W

BRADENTON, FL 34205
Requested by: Marion C Johnston

mgraisbery.eci@verizon.net

U/M

QUANTITY

UNIT PRICE TOTAL PRICE

004 2,670 LS DEMOLITION - 508 25th Ave E., Bradenton

DESCRIPTION

1.00 2,670.00

DEBORAH'S

172-9012401-534000/9012401-9100

2,670.00

TOTAL COST INCLUDES ASBESTOS SURVEY. ANY REQUIRED ABATEMENT WILL BE PAID BY CHANGE ORDER FROM COMPLETED SURVEY AND THE ORIGINAL INVOICE SHOWING THE COST FOR ABATEMENT.

**TOTAL** 

14,265.00

Requisition#: Reference #:

R045039

IFB #10-1850DC

Buyer:

DEBORAH CAREY-REED CNSTN BUYER (941) 749-3074

See Reverse Side For Terms and Conditions

A PACKING LIST MUST ACCOMPANY EVERY SHIPMENT. FLORIDA SALES TAX EXEMPT. CERT. NO. 51-02-027548-53-C.

F.E.T. EXEMPT CERT. NO. 59-78-0089 K.

NO DEVIATION IN THE TERMS AND CONDITIONS OR SPECIFICATIONS OF THIS PURCHASE CONTRACT SHALL BE MADE UNLESS SPECIFICALLY AUTHORIZED BY MANATEE COUNTY PURCHASING.

Dosocah Green-Rrecal

Approved By:



Mail invoice To: CLERK OF THE CIRCUIT COURT MANATEE COUNTY FINANCE DEPARTMENT P.O. BOX 1000 BRADENTON, FL 34206-1000 SEND SEPARATE INVOICES FOR EACH SHIPMENT

**PURCHASE ORDER NO.:** P0102041 PAGE: Page 1 of 1 **ORDER DATE:** 

06/21/10 06/21/10

**DATE REQUIRED:** NET 45 **TERMS: BESTWAY** SHIP VIA: F.O.B.: DESTINATION

DEBORAH'S **CONFIRMATION TO:** 

**VENDOR** 

V337309 (941) 729-8150 FORRISTALL ENTERPRISES INC 3404 17TH ST E PALMETTO, FL 34221

carlos@forristall.com

SHIP TO

S0501 NEIGHBORHOOD SERVICES ADMINISTRATION 1112 MANATEE AVE W BRADENTON, FL 34205

Requested by: Marion C Johnston

ITEM QUANTITY U/M DESCRIPTION **UNIT PRICE TOTAL PRICE** 

TOTAL COST IN ACCORDANCE WITH IFB #10-1850DC BID SUBMITTAL BY CARLOS GOMEZ DATED 05/20/2010.

CONTRACTOR TO CONTACT STEPHEN LEE, COUNTY INSPECTION OFFICER @ 941-748-4501 ext.3837 FOR A FINAL WALK-THRU AND TO RECEIVE A DEMOLITION ORDER TO PROCEED WITH THE WORK.

CONTACT FOR PAYMENT SHALL BE: BILL O'SHEA, PROJECT MANAGER NEIGHBORHOOD SERVICES, @ 941-748-4501 ext.6858.

(FOR PHASE 2 REDEVELOPMENT OF HOUSING AND/OR PUBLIC FACILITIES IN AREAS THAT ARE ELIGIBLE NSP AREAS. NSP-1 FY08/09)

> \*\* PAPERLESS PURCHASE ORDER \*\* \* NO HARD COPY WILL BE SENT \*\* TO CHANGE YOUR EMAIL, CONTACT THE BUYER \*\*\*\*\*\*

001 5,670 LS DEMOLITION-2622A & B, 6th Ave E., Bradenton 5,670.00 1.00

172-9012401-534000/9012401-9100

5,670.00

TOTAL COST INCLUDES ASBESTOS SURVEY. ANY REQUIRED ABATEMENT WILL BE PAID BY CHANGE ORDER FROM COMPLETED SURVEY AND THE ORIGINAL INVOICE SHOWING THE COST FOR ABATEMENT.

**TOTAL** 

5,670.00

Requisition#: Reference #:

R045040

IFB #10-1850DC

Buyer:

DEBORAH CAREY-REED CNSTN BUYER (941) 749-3074

See Reverse Side For Terms and Conditions

A PACKING LIST MUST ACCOMPANY EVERY SHIPMENT. FLORIDA SALES TAX EXEMPT. CERT. NO. 51-02-027548-53-C.

F.E.T. EXEMPT CERT. NO. 59-78-0089 K.

NO DEVIATION IN THE TERMS AND CONDITIONS OR SPECIFICATIONS OF THIS PURCHASE CONTRACT SHALL BE MADE UNLESS SPECIFICALLY AUTHORIZED BY MANATEE COUNTY PURCHASING.

Approved By: esocale Green-Recol

- PURCHASE ORDER AND PART NUMBER. Manatee County's (Buyer) Purchase Order numbers must appear on all invoices and packing lists. Purchase Order numbers must show on all Bills of Lading, cartons, containers, etc.
- 2. PRICE. This order is not to be filled at a higher price than last charged or quoted unless so authorized in writing by Manatee County's Purchasing Division.
- 3. INSPECTION. All materials ordered are subject to inspection and test by Buyer. Buyer shall have the right to reject or to require correction of material found not to conform to this purchase order. At Buyer's option, rejected material will be held for Seller's instruction and at Seller's risk or returned at Seller's expense. Payment for material prior to inspection shall not constitute Buyer's acceptance.
- 4. ENTIRE CONTRACT. The terms and conditions stated herein shall constitute the entire contract between Buyer and Seller and no agreement or other understanding in any way modifying the same will be binding unless made in writing signed by a duly authorized representative of Buyer.
- 5. ACCEPTANCE. Acceptance is limited to the provisions set forth in this order including these terms and conditions and those on the face hereof or incorporated herein by reference. Seller's performance of any work or shipment of any materials covered by this order, without having received Buyer's express written assent to a modification of or addition to the terms hereof shall constitute Seller's acceptance of these terms despite any language to the contrary in Seller's quotation, acknowledgement, confirmation or other communication made in response to this order, and such action by Seller shall constitute a waiver of any such language. Buyer's silence or acceptance of any work performed or materials shipped shall in no event be deemed Buyer's acceptance of any terms contained in Seller's quotation, acknowledgement, confirmation or other communication received from Seller which are different from or in addition to the terms hereof.
- 6. DELIVERY. Time is of the essence in the filling of this order. No delays in shipment of material or rendition of services will be permitted except as authorized by Buyer in writing. Please notify Buyer at once of anticipated delay. Excessive or unusual transportation charges caused by Seller's inability to deliver by specified date and in specified quantities shall be charged back to Seller. Right is reserved to cancel this order if the foregoing is not complied with. In the event of cancellation pursuant to this clause, Buyer may procure similar articles or services elsewhere or secure the manufacture and delivery of the articles by purchase order or otherwise, and Seller shall be liable to Buyer for any excess cost.
- 7. PACKING AND SHIPPING. All goods shall be packed, crated and braced to prevent damage or deterioration and classified on bills of lading in accordance with National Motor Freight or Uniform Freight Classification rules and regulations and carriers' tariffs. No charges shall be paid by Buyer for preparation, packing, crating, or cartage unless separately stated in the order. All shipments to be forwarded on one day to one address shall be consolidated and shipped to ensure lowest transportation charge. Buyer's count or weight shall be final and conclusive on shipments.
- 8. CHANGES AND CANCELLATION. Buyer may at any time by written order make changes in the materials or work ordered; including changes in drawings and specifications, or require additional work or materials. If such changes cause an increase or decrease in Seller's cost or in the time required for performance, an equitable adjustment shall be made and this order shall be modified in writing. Failure to agree to an adjustment shall not excuse the Seller from proceeding with this order as changed. Buyer reserves the right to cancel or suspend all or, from time to time, any undelivered or unexecuted portion of this order. Changes shall not be binding until agreed to in writing by Manatee County's Purchasing Division.
- 9. WARRANTY. In addition to any warranty implied by fact or law, Seller expressly warrants all items to be free from defects in design, workmanship and materials; to conform strictly to applicable specifications, drawings, approved samples, if any; and to be fit and sufficient for the purpose intended, and to be merchantable. Such warranties, together with all other service warranties of Seller, shall run to Buyer. All warranties shall survive inspection, test, acceptance of and payment by Buyer. In the event of breach of warranty, Buyer may, at its option, either return for credit or require prompt correction or replacement of the defective or nonconforming material to the satisfaction of the Buyer. In the event that Seller is unable to correct or replace the same, Buyer, at its elect, may correct or replace the same and Seller shall reimburse Buyer for the full cost of making such correction or replacement.
- 10. WARRANTY PRICE. Seller warrants that the Buyer shall not be billed at prices higher than stated on this Purchase Order unless authorized by a Purchase Order Change Notice issued and signed by Buyer. Seller represents that the price charged for the goods or services covered by this order, is the lowest price charged by the Seller to buyers of a class similar to Buyer under conditions similar to those specified in this order and the prices comply with applicable government regulations in effect at time of quotation, sale or delivery. Seller agrees that any price reduction made in items covered by this order subsequent to the placement of this order will be applicable to this order.
- 11. PATENTS AND DESIGN RIGHTS. Seller agrees to defend, protect and save Buyer harmless against all suits and from all damages, claims and demands for actual or alleged infringement of any patents by reason of any manufacture, use of materials covered by this order except insofar as any such suit, damage, claim or demand is directly attributable to such materials being manufactured by Seller according to Buyer's detailed design. Seller hereby agrees that if this order covers development work and any discoveries, inventions of patents result therefrom, the entire right, title and interest in and to such discoveries, inventions and patents shall belong exclusively to Buyer.
- 12. INDEMNIFICATION. Seller agrees to indemnify, defend and hold Buyer, its officers, employees and agents, harmless from any and all costs, losses, expenses, damages, claims, suits, or any liability whatsoever, including attorney's fees, resulting from injury, including death, to person or damage to property arising out of or in any manner connected with the performance of this order, whether arising out of, caused by or contributed to in whole or in part by the acts or omissions of Seller, or its subcontractors or their respective employees. Seller agrees to maintain, and require its subcontractors to maintain (1) public liability and property damage insurance in amounts satisfactory to Buyer, to cover the obligations set forth above, and (2) Workman's Compensation Insurance covering all employees engaged in the performance of this order. Seller shall furnish to Buyer certificates evidencing such insurance.
- 13. COMPLIANCE WITH LAWS AND REGULATIONS. Seller agrees that it will comply with all federal, state and local laws and regulations applicable to the production, sale and delivery of the goods or the furnishing of any labor or services called for by this order, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Without limiting the generality of the foregoing: (a) There is incorporated herein by reference the contract provisions of paragraphs (1) through (7) of Section 202 of Executive Order 11246, as amended, provided that where necessary to make the context thereof applicable to this order the term "Contractor" shall mean Seller and the term "Contract" shall mean this order, (b) Seller certifies that the goods called for by this order have been or will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and a certification evidencing such compliance shall be printed, stamped or typed on Seller's invoices.
- 14. OCCUPATIONAL SAFETY AND HEALTH. Seller represents that all goods and/or services sold or furnished to Buyer hereunder will comply with all applicable laws and governmental regulations relating to the occupational safety and health of employees, specifically including the Federal Occupational Safety and Health Act of 1970 and any rules, regulations, standards or order issued thereunder, (herein collectively called "Occupational Safety and Health Requirements") and Seller agrees to indemnify and hold harmless Buyer against any claims, losses, damages, fines, penalties, costs and expenses suffered or incurred by Buyer as a result of any violation of or noncompliance with any Occupational Safety and Health Requirements caused or contributed to by the failure of such goods and/or services to so comply. Seller agrees upon request to furnish to Buyer any and all information regarding the ingredients of goods sold or furnished to Buyer hereunder and to comply with any other reasonable request of Buyer made in connection with the application of any Occupational Safety and Health Requirements to Buyer, its employees and property.
- 15. MISCELLANEOUS. This order and the performance by the parties hereunder shall be construed and governed by the law of the State of Florida.



Mail invoice To: CLERK OF THE CIRCUIT COURT MANATEE COUNTY FINANCE DEPARTMENT P.O. BOX 1000 BRADENTON, FL 34206-1000 SEND SEPARATE INVOICES FOR EACH SHIPMENT

PURCHASE ORDER NO.: P0102043 PAGE:

Page 1 of 2 06/21/10

06/21/10

NET 45 **TERMS: BESTWAY** SHIP VIA: F.O.B.: DESTINATION **CONFIRMATION TO:** DEBORAH'S

VENDOR

V015819 (941) 746-6027 G & S CONSTRUCTION SERVICES INC 5909 28TH AVE DRIVE E BRADENTON, FL 34208

SHIP TO

NEIGHBORHOOD SERVICES ADMINISTRATION 1112 MANATEE AVE W

S0501

ORDER DATE:

DATE REQUIRED:

BRADENTON, FL 34205

Requested by: Marion C Johnston

gsconstruction01@aol.com

ITEM QUANTITY | U/M DESCRIPTION **UNIT PRICE** 

**TOTAL PRICE** 

3,450.00

TOTAL COST IN ACCORDANCE WITH IFB #10-1850DC BID SUBMITTAL BY GARY PARKS DATED 05/18/2010.

CONTRACTOR TO CONTACT STEPHEN LEE, COUNTY INSPECTION OFFICER @ 941-748-4501 ext.3837 FOR A FINAL WALK-THRU AND TO RECEIVE A DEMOLITION ORDER TO PROCEED WITH THE WORK.

CONTACT FOR PAYMENT SHALL BE: BILL O'SHEA, PROJECT MANAGER NEIGHBORHOOD SERVICES, @ 941-748-4501 ext.6858.

(FOR PHASE 2 REDEVELOPMENT OF HOUSING AND/OR PUBLIC FACILITIES IN AREAS THAT ARE ELIGIBLE NSP AREAS. NSP-1 FY08/09)

> \*\* PAPERLESS PURCHASE ORDER \*\* \* NO HARD COPY WILL BE SENT

\*\* TO CHANGE YOUR EMAIL,

CONTACT THE BUYER \*\*\*\*\*\*\*\*

001 3,450 LS DEMOLITION - 604 30th St E, Palmetto 1.00

> 172-9012401-534000/9012401-9100 3,450.00

002 1,550 LS DEMOLITION - 11805 71st St E, Parrish 1.00 1,550.00

> 172-9012401-534000/9012401-9100 1,550.00

003 2,050 LS DEMOLITION - 1601 72nd St E, Rubonia 1.00 2,050.00

> 172-9012401-534000/9012401-9100 2,050.00

> > \*\*\*\*CONTINUED\*\*\*\*

**TOTAL** 

Requisition#:

Reference #: Buyer:

See Reverse Side For Terms and Conditions

Approved By:

A PACKING LIST MUST ACCOMPANY EVERY SHIPMENT. FLORIDA SALES TAX EXEMPT. CERT. NO. 51-02-027548-53-C.

F.E.T. EXEMPT CERT. NO. 59-78-0089 K.

NO DEVIATION IN THE TERMS AND CONDITIONS OR SPECIFICATIONS OF THIS PURCHASE CONTRACT SHALL BE MADE UNLESS SPECIFICALLY AUTHORIZED BY MANATEE COUNTY PURCHASING.

- PURCHASE ORDER AND PART NUMBER. Manatee County's (Buyer) Purchase Order numbers must appear on all invoices and packing lists. Purchase Order numbers must show on all Bills of Lading, cartons, containers, etc.
- 2. PRICE. This order is not to be filled at a higher price than last charged or quoted unless so authorized in writing by Manatee County's Purchasing Division.
- 3. INSPECTION. All materials ordered are subject to inspection and test by Buyer. Buyer shall have the right to reject or to require correction of material found not to conform to this purchase order. At Buyer's option, rejected material will be held for Seller's instruction and at Seller's risk or returned at Seller's expense. Payment for material prior to inspection shall not constitute Buyer's acceptance.
- 4. ENTIRE CONTRACT. The terms and conditions stated herein shall constitute the entire contract between Buyer and Seller and no agreement or other understanding in any way modifying the same will be binding unless made in writing signed by a duly authorized representative of Buyer.
- 5. ACCEPTANCE. Acceptance is limited to the provisions set forth in this order including these terms and conditions and those on the face hereof or incorporated herein by reference. Seller's performance of any work or shipment of any materials covered by this order, without having received Buyer's express written assent to a modification of or addition to the terms hereof shall constitute Seller's acceptance of these terms despite any language to the contrary in Seller's quotation, acknowledgement, confirmation or other communication made in response to this order, and such action by Seller shall constitute a waiver of any such language. Buyer's silence or acceptance of any work performed or materials shipped shall in no event be deemed Buyer's acceptance of any terms contained in Seller's quotation, acknowledgement, confirmation or other communication received from Seller which are different from or in addition to the terms hereof.
- 6. DELIVERY. Time is of the essence in the filling of this order. No delays in shipment of material or rendition of services will be permitted except as authorized by Buyer in writing. Please notify Buyer at once of anticipated delay. Excessive or unusual transportation charges caused by Seller's inability to deliver by specified date and in specified quantities shall be charged back to Seller. Right is reserved to cancel this order if the foregoing is not complied with. In the event of cancellation pursuant to this clause, Buyer may procure similar articles or services elsewhere or secure the manufacture and delivery of the articles by purchase order or otherwise, and Seller shall be liable to Buyer for any excess cost.
- 7. PACKING AND SHIPPING. All goods shall be packed, crated and braced to prevent damage or deterioration and classified on bills of lading in accordance with National Motor Freight or Uniform Freight Classification rules and regulations and carriers' tariffs. No charges shall be paid by Buyer for preparation, packing, crating, or cartage unless separately stated in the order. All shipments to be forwarded on one day to one address shall be consolidated and shipped to ensure lowest transportation charge. Buyer's count or weight shall be final and conclusive on shipments.
- 8. CHANGES AND CANCELLATION. Buyer may at any time by written order make changes in the materials or work ordered; including changes in drawings and specifications, or require additional work or materials. If such changes cause an increase or decrease in Seller's cost or in the time required for performance, an equitable adjustment shall be made and this order shall be modified in writing. Failure to agree to an adjustment shall not excuse the Seller from proceeding with this order as changed. Buyer reserves the right to cancel or suspend all or, from time to time, any undelivered or unexecuted portion of this order. Changes shall not be binding until agreed to in writing by Manatee County's Purchasing Division.
- 9. WARRANTY. In addition to any warranty implied by fact or law, Seller expressly warrants all items to be free from defects in design, workmanship and materials; to conform strictly to applicable specifications, drawings, approved samples, if any; and to be fit and sufficient for the purpose intended, and to be merchantable. Such warranties, together with all other service warranties of Seller, shall run to Buyer. All warranties shall survive inspection, test, acceptance of and payment by Buyer. In the event of breach of warranty, Buyer may, at its option, either return for credit or require prompt correction or replacement of the defective or nonconforming material to the satisfaction of the Buyer. In the event that Seller is unable to correct or replace the same, Buyer, at its elect, may correct or replace the same and Seller shall reimburse Buyer for the full cost of making such correction or replacement.
- 10. WARRANTY PRICE. Seller warrants that the Buyer shall not be billed at prices higher than stated on this Purchase Order unless authorized by a Purchase Order Change Notice issued and signed by Buyer. Seller represents that the price charged for the goods or services covered by this order, is the lowest price charged by the Seller to buyers of a class similar to Buyer under conditions similar to those specified in this order and the prices comply with applicable government regulations in effect at time of quotation, sale or delivery. Seller agrees that any price reduction made in items covered by this order subsequent to the placement of this order will be applicable to this order.
- 11. PATENTS AND DESIGN RIGHTS. Seller agrees to defend, protect and save Buyer harmless against all suits and from all damages, claims and demands for actual or alleged infringement of any patents by reason of any manufacture, use of materials covered by this order except insofar as any such suit, damage, claim or demand is directly attributable to such materials being manufactured by Seller according to Buyer's detailed design. Seller hereby agrees that if this order covers development work and any discoveries, inventions of patents result therefrom, the entire right, title and interest in and to such discoveries, inventions and patents shall belong exclusively to Buyer.
- 12. INDEMNIFICATION. Seller agrees to indemnify, defend and hold Buyer, its officers, employees and agents, harmless from any and all costs, losses, expenses, damages, claims, suits, or any liability whatsoever, including attorney's fees, resulting from injury, including death, to person or damage to property arising out of or in any manner connected with the performance of this order, whether arising out of, caused by or contributed to in whole or in part by the acts or omissions of Seller, or its subcontractors or their respective employees. Seller agrees to maintain, and require its subcontractors to maintain (1) public liability and property damage insurance in amounts satisfactory to Buyer, to cover the obligations set forth above, and (2) Workman's Compensation Insurance covering all employees engaged in the performance of this order. Seller shall furnish to Buyer certificates evidencing such insurance.
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- 14. OCCUPATIONAL SAFETY AND HEALTH. Seller represents that all goods and/or services sold or furnished to Buyer hereunder will comply with all applicable laws and governmental regulations relating to the occupational safety and health of employees, specifically including the Federal Occupational Safety and Health Act of 1970 and any rules, regulations, standards or order issued thereunder, (herein collectively called "Occupational Safety and Health Requirements") and Seller agrees to indemnify and hold harmless Buyer against any claims, losses, damages, fines, penalties, costs and expenses suffered or incurred by Buyer as a result of any violation of or noncompliance with any Occupational Safety and Health Requirements caused or contributed to by the failure of such goods and/or services to so comply. Seller agrees upon request to furnish to Buyer any and all information regarding the ingredients of goods sold or furnished to Buyer hereunder and to comply with any other reasonable request of Buyer made in connection with the application of any Occupational Safety and Health Requirements to Buyer, its employees and property.
- 15. MISCELLANEOUS. This order and the performance by the parties hereunder shall be construed and governed by the law of the State of Florida.



Mail invoice To:
CLERK OF THE CIRCUIT COURT
MANATEE COUNTY FINANCE DEPARTMENT
P.O. BOX 1000
BRADENTON, FL 34206-1000
SEND SEPARATE INVOICES FOR EACH SHIPMENT

PURCHASE ORDER NO.: P0102043
Page 2 of 2

**ORDER DATE:** 06/21/10 **DATE REQUIRED:** 06/21/10

TERMS: NET 45
SHIP VIA: BESTWAY
F.O.B.: DESTINATION
CONFIRMATION TO: DEBORAH'S

**VENDOR** 

V015819 (941) 746-6027 G & S CONSTRUCTION SERVICES INC 5909 28TH AVE DRIVE E BRADENTON, FL 34208 SHIP TO

NEIGHBORHOOD SERVICES

ADMINISTRATION
1112 MANATEE AVE W
BRADENTON, FL 34205

S0501

Requested by: Marion C Johnston

qsconstruction01@aol.com

ITEM	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TOTAL PRICE
004	3,500	LS I	DEMOLITION - 2107 2nd Ave W, Palmetto	1.00	3,500.00
	172-9	01240	1-534000/9012401-9100 3,500.00		
005	2 <b>,</b> 350	LS I	DEMOLITION - 2408 5th Ave Dr E, Palmetto	1.00	2,350.00
	172-9	01240	1-534000/9012401-9100 2,350.00		

TOTAL COST INCLUDES ASBESTOS SURVEY. ANY REQUIRED ABATEMENT WILL BE PAID BY CHANGE ORDER FROM COMPLETED SURVEY AND THE ORIGINAL INVOICE SHOWING THE COST FOR ABATEMENT.

**TOTAL** 

12,900.00

Requisition#: Reference #:

R045042

Buyer:

DEBORAH CAREY-REED CNSTN BUYER (941) 749-3074

See Reverse Side For Terms and Conditions

A PACKING LIST MUST ACCOMPANY EVERY SHIPMENT. FLORIDA SALES TAX EXEMPT. CERT. NO. 51-02-027548-53-C.

F.E.T. EXEMPT CERT. NO. 59-78-0089 K.

NO DEVIATION IN THE TERMS AND CONDITIONS OR SPECIFICATIONS OF THIS PURCHASE CONTRACT SHALL BE MADE UNLESS SPECIFICALLY AUTHORIZED BY MANATEE COUNTY PURCHASING.

Approved By: Desceal Garey-Rrecal