



# Purchase Order

<b>CONTRACT NUMBER</b> IFB10-0030A-1	<b>P.O. NUMBER</b> PO-0000003894
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**INVOICE MUST BE FROM VENDOR BELOW**

<b>SUPPLIER</b>
CENTRAL ENVIRONMENTAL SERVICES INC 2722 Apopka Blvd Apopka, FL 32703

<b>SHIP TO</b>
James S Varnado 400 S Orange Ave Orlando, FL 32801

**PAYMENT IS CONTINGENT ON A PROPER INVOICE MATCHING ITEMS, QUANTITIES, AND PRICING ON THIS PURCHASE ORDER. INVOICE MUST INCLUDE PO NUMBER AND BE MAILED TO ACCOUNTS PAYABLE, PO BOX 4990, ORLANDO, FL 32802-4990.**

P.O. DATE	TERMS	BUYER NAME & PHONE NUMBER & EMAIL
3/17/2015	Net 30	Silvia Coste silvia.coste@cityoforlando.net


Tinker Field Demolition and Site Work.

\*\*\*\*A NOTICE TO PROCEED WILL BE ISSUED PRIOR TO STARTING WORK. DO NOT PROCEED PRIOR TO RECEIVING THE NOTICE TO PROCEED.\*\*\*\*

\*\*\*\*A PERFORMANCE AND PAYMENT BOND IS REQUIRED FOR THIS PROJECT BEFORE WORK CAN PROCEED.\*\*\*\*\*

LINE	REQ #	QUANTITY	DESCRIPTION	DELIVER BY	UNIT PRICE	AMOUNT
					<b>CURRENCY</b>	USD
					<b>TOTAL LINES AMOUNT</b>	\$309,500.00
					<b>TOTAL TAX AMOUNT</b>	\$0.00
					<b>FREIGHT AMOUNT</b>	\$0.00
					<b>OTHER CHARGES</b>	\$0.00
					<b>TOTAL ORDER</b>	\$309,500.00

SEE LAST PAGE FOR GENERAL CONDITIONS

  
 Authorized By: Chief Procurement Officer or Designee

## GENERAL CONDITIONS

### GENERAL

The terms and conditions of this order **must** not be changed by Vendor. If order is not acceptable, return to the City's Procurement and Contracts Division. Failure of a Vendor awarded a Purchase Order to deliver according to the Purchasing Order or to comply with any of the terms and conditions therein may disqualify him from receiving future orders.

### QUALITY

All materials or services furnished on this order must be as specified and subject to City inspection and approval within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authority from the Purchasing Agent.

### QUANTITY/PRICE

The quantity of materials ordered or the prices specified must not be exceeded without written authority being first obtained from the Purchasing Agent.

### INDEMNITY

The Vendor hereby agrees to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of this Agreement whether by act or omission of the Vendor, its agents, servants, employees or others, or because of or due to the mere existence of this Agreement between the parties.

### PATENT/COPYRIGHT HOLD HARMLESS

The Vendor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device which is the subject of patent rights or copyrights. Vendor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Purchase Order, constitute an infringement of any patent or copyright of the United States. The Vendor shall pay all damages and costs awarded against the City.

### PACKING

Packages must be plainly marked with shipper's name and Purchase Order Number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

### DELIVERY

All materials must be shipped F.O.B. Destination. The City will pay no freight or express charges, except by previous agreement. If specific purchase is negotiated on the basis of F.O.B. shipping point, **VENDOR IS TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE**. Delivery must actually be effected within the time stated on Purchase Order, failing in which the City reserves the right to cancel this order and purchase elsewhere. Deliveries shall be made between 8:00 a.m. and 5:00 p.m., Monday through Friday inclusive, unless otherwise stated. In case of default by the Vendor, the City may procure the articles or services covered by this order from other sources and hold the Vendor responsible for any additional cost occasioned thereby.

### MATERIAL SAFETY DATA SHEET

The Vendor agrees to furnish the City with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 442, Florida Statutes. Appropriate labels and MSDSs shall be provided for all shipments. Send MSDSs and other pertinent data to: City of Orlando Risk Management, 400 South Orange Avenue, Orlando, FL 32801.

### OSHA REQUIREMENT

The Vendor hereby guarantees the City that all material, supplies and equipment as listed on the purchase order shall meet the requirements, specifications and standards as provided for under the U.S. Department of Labor Occupational Safety and Health Act of 1970, as from time to time amended and in force at the date thereof.

### MISCELLANEOUS PROVISIONS

All disputes between the parties shall be resolved in accordance with the City Procurement Code (Chapter 7 of the City Code). Issuance of Purchase Order and terms thereof are deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.

**Note: Any and all special conditions attached hereto which vary from these general conditions shall have precedence.**

### INSTRUCTIONS FOR VENDOR

1. Mail Invoices to:  
 City of Orlando  
 400 South Orange Avenue  
 PO Box 4990  
 Orlando, FL 32802-4990  
 United States of America
2. Acceptance of this order includes acceptance of all items, prices, delivery instructions, specifications and conditions stated.
3. Invoices and packages must bear Purchase Order Number.
4. The City assumes no responsibility for goods or services delivered without the authority of an executed Purchase Order.
5. Tax exempt number: 85-8015427957C-9