

PURCHASE ORDER

Town of Highland Beach

**DATE****P.O. No.****24-0924****SUPPLIER:**

VENDOR: 01520
HAZEN AND SAWYER, D.P.C.
77 NEWBRIDGE RD.
HICKSVILLE, NY 11801
PH:
FX:

SHIP TO:

WATER TREATMENT PLANT
DAVID RICHARDS
3616 SOUTH OCEAN BLVD
HIGHLAND BEACH, FL 33487
PH: (561) 243-2084
FX:
DRICHARDS@HIGHLANDBEACH.US

BILL TO:

TOWN OF HIGHLAND BEACH
ATTN: ACCOUNTS PAYABLE
3614 SOUTH OCEAN BLVD.
HIGHLAND BEACH, FL 33487
PH: (561) 278-4548

DEPARTMENT

PUBLIC WORKS/WATER/WASTEWATER

REQUESTOR

DAVID RICHARDS

ACCOUNT**QTY****UNIT****DESCRIPTION/TASK****ACCOUNT****UNIT PRICE****AMOUNT**

1.00	EACH	INJECTION WELL SYSTEM PERMIT RENEWAL	401-533.000-531.000	57,300.00	57,300.00
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TOTAL:**\$57,300.00****COMMENTS / SPECIAL INSTRUCTIONS:**

CLASS V INJECTION WELL SYSTEM PERMIT RENEWAL PROCESS. (SIW-1, SIW-2, SMW-1 AND DMW-2) FDEP UIC PERMIT NO. 0183706-007-008-UO/50. CURRENT PERMIT SET TO EXPIRE ON 9/12/2024.

AUTHORIZED SIGNATURE

TOWN OF HIGHLAND BEACH GENERAL TERMS AND CONDITIONS

Acceptance of Purchase Order:

This Purchase Order is the Town's offer to purchase the goods and/or services described on the reverse side from the Vendor. The Town's placement of this order is expressly conditioned upon the Vendor's acceptance of all the terms and conditions of purchase contained on or attached to this Purchase Order. Unless otherwise stated, the terms and conditions of this Purchase Order shall supersede any terms and conditions in Vendor's bid, quote or other written materials submitted to the Town by Vendor.

Amendments:

No agreement or understanding to modify this Purchase Order shall be binding upon the Town unless in writing and signed by the Town's authorized agent. All specifications, drawings, and data submitted to the Vendor with this Purchase Order are hereby incorporated and made a part hereof.

Compliance with Laws:

The Vendor certifies that in performing under this Purchase Order, it will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

Delivery:

All prices must be F.O.B. destination. Time is of the essence on this Purchase Order. If completed deliveries are not made at the time agreed, the Town reserves the right to cancel or purchase elsewhere and to hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise the Town, in writing, of the earliest possible shipping date for acceptance by the Town.

E-Verify:

The Vendor is required to comply with the E-Verify requirements of section 448.095(2), Florida Statutes, which include, but are not limited to, registering and using the E-Verify system to verify the work authorization status of all newly hired employees and requiring all subcontractors (providing services or receiving funding under this order) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees. Failure to comply with section 448.095(2), Florida Statutes, shall be grounds for termination of this order and may prevent the Vendor from being awarded any future order or contract for at least one year and liable to the Town for any additional costs incurred by the Town as a result of the termination of this order.

Indemnity:

Vendor shall be fully liable for the action of its agents, officers, employees, partners or subcontractors and shall fully indemnify, defend and hold harmless the Town and its officers, agents and employees from suits, actions, damages and costs of every nature and description, including reasonable attorney's fees, arising from or relating to personal injuries, damages to real or personal property and infringement of a trademark, copyright, patent trade secret or intellectual property, that is alleged to be caused in whole or in part by Vendor, its agents, officers, employees, or subcontractors; provided however that the Vendor shall not indemnify for the portion of any loss caused by the negligent acts or omissions of the Town, its officers, agents or employees. Nothing in this purchase order shall be construed or deemed as a waiver of the Town's right to sovereign immunity nor as an agreement by the Town to be sued. There are no third-party beneficiaries to this order.

Independent Contractor:

The Vendor, together with its employees, officers, agents, and subcontractors, shall at all times be independent contractors and at no time or in any manner be considered or deemed employees, joint venturers, partners, agents, or representative of the Town.

Inspection:

Goods and Materials must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of the delivery, the goods shall be returned at no cost to the Town. The Town reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

Inspector General:

The Vendor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this order and to demand and obtain records and testimony from the Vendor and its subcontractors. The Vendor understands and agrees that the failure of the Vendor or its subcontractors to fully cooperate with the Inspector General may be deemed a material breach of this order justifying its immediate termination by the Town.

Insurance:

Unless otherwise stated in this order, the Vendor shall maintain (i) general liability insurance (including coverage for death, bodily injury, products and completed operations liability and property damage) in an amount no less than \$1M/occurrence, \$2M/aggregate; (ii) worker's compensation and employees' liability insurance in compliance with Chapter 440, Florida Statutes; and, (iii) business automobile liability insurance (occurrence form policy) in an amount of \$500,000/occurrence (combined single limit for bodily injury and property damage).

Laws Governing:

This Purchase Order shall be governed by and construed according to the laws of the State of Florida. Venue for any action related to this Purchase Order shall be in the Circuit Court for the 15th Judicial Circuit, Palm Beach County, Florida.

Material Safety Data Sheets:

Proper Material Safety Data Sheets, in compliance with OSHA's Hazard Communications Standard, must be provided by the Vendor to the Town at the time of purchase or delivery.

Payment:

All invoices shall be addressed to the ordering department, Town of Highland Beach, 3614 S Ocean Blvd, Highland Beach, FL 33487 as indicated on the front of this Purchase Order and must include Vendor's name and phone number, and clearly list quantities, item descriptions and units of measure.

Public Records:

The Town is a public agency subject to Chapter 119, Florida Statutes, and the Vendor, to the extent applicable, shall comply with Florida's Public Records Law (Chapter 119, Florida Statutes) as follows:

- Keep and maintain public records necessary to perform this order.
- Upon request from the Town's custodian of records, provide the Town with a copy of the 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 by law.
- Ensure that public records that are exempt or confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of this order.

- Upon completion of this order, transfer, at no cost to the Town, all public records in possession of the Vendor, or keep and maintain public records required by the Town to perform this order. If the Vendor transfers all public records to the Town upon completion of this order, 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 this order, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records in a format that is compatible with the information technology systems of the Town.

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 ORDER, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 3614 S. OCEAN BLVD., HIGHLAND BEACH, FL 33487, LGASKINS@HIGHLANDBEACH.US, (561) 278-4548.

Risk of Loss:

Vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to acceptance by the Town. No such loss, injury or destruction shall release Vendor from any obligations hereunder.

Scrutinized Companies* 287.135 and 215.473:

As provided in section 287.135, Florida Statutes, the Vendor certifies that it and any authorized subcontractors are not participating in a boycott of Israel. Vendor further certifies that it and its affiliates have not been placed on the convicted vendor list under section 287.133, Florida Statutes. The Town and Vendor agree that the Town will have the right to immediately terminate this order if the Vendor, its authorized subcontractors, or affiliates have been placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or has been placed on the Convicted Vendor List maintained by the State of Florida.

Termination:

Upon thirty (30) calendar days' written notice to Vendor, Town may, without cause and without prejudice to any other right or remedy, terminate this Purchase Order for Town's convenience. The notice of termination to Vendor must state that the Purchase Order is being terminated for the convenience of the Town under this termination clause, the effective date of the termination, and the extent of termination. Vendor shall be paid for the services up to and including the effective date of the termination. This shall mean payment for all completed tasks and payment for uncompleted tasks based upon a percentage of completion of such uncompleted tasks. Vendor shall not be paid on account of loss of anticipated profits or out of or resulting from such termination.

Uniform Commercial Code:

All applicable portions of the Florida Uniform Commercial Code shall govern this contract with the Town.

Warranty:

The Vendor warrants to the Town that all goods and services furnished hereunder will conform in all respects to the terms of this Purchase Order, including any drawings, specifications or standards incorporated herein, and/or defects in materials, workmanship, and free from such defects in design. Unless a longer period is provided herein, for the contracted commodities and/or services, Vendor shall provide to the Town a one-year warranty as follows:

- a) against poor workmanship for all services rendered by Vendor;
- b) for all products, materials or equipment provided by the Vendor in the course of providing services to the Town; and,
- c) for all commodities sold to the Town.

The warranty period shall begin on the date of acceptance by the Town.

TOWN SHALL CHECK THE FOLLOWING IF APPLICABLE:

Longer Warranty is applicable and shall be (define warranty period): _____

If there an Agreement/Contract authorizing the Purchase Order, please indicate with an "X": _____. The terms of said Agreement/Contract shall supersede conflicting terms, if any, in the Purchase Order.

and following completion of this order if the Vendor does not transfer the records to the Town.