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.:	P1601307
PAGE:	Page 1 of 3
ORDER DATE:	05/17/16
DATE REQUIRED:	
TERMS:	NET 45
SHIP VIA:	BESTWAY
F.O.B.:	DESTINATION
CONFIRMATION TO:	TASK 20160212DS

VENDOR

V012741 (941) 751-3900
GATOR GRADING AND PAVING LLC
2704 105TH ST E
PALMETTO, FL 34221

SHIP TO

S0999
VARIOUS LOCATIONS
PER EACH RELEASE ORDER

novakm@gatorgap.com

Requested by:DONNAMS

ITEM	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TOTAL PRICE

PURPOSE:
The purpose of this Blanket Purchase Order is to establish a multi-year agreement to purchase on an as-needed basis the supply and/or supply and delivery of road building materials for various projects.
It is the intent of this Blanket Purchase Order that individual release orders shall be based on the lowest total bid for specific work and shall be the sum of all required items necessary to complete the work for the purpose of conformity to specified requirements with the object of effecting an equitable distribution of work among contractors.

RELEASE ORDER PROCEDURE:
Any and all work will be authorized by a written Blanket Release Order on an as-required basis by the County Contract Administrator and will be based on product availability and estimated quantities which may be increased or decreased based on the actual quantities used. If additional quantities are required to complete the work a revised release order detailing the additional work may be issued.
The County
awarded contractors were contacted for the purpose of obtaining pricing for the items that may be required for a project. The County
a meeting with the Contractor to review the scope of work and conduct a visit to the jobsite. The Contractor shall then be required to prepare a detailed cost package using their bid prices as the basis for establishing the total cost

****CONTINUED****

TOTAL

Requisition#:
Reference #: **Buyer:**

Approved By:

See Reverse Side for Terms and Conditions

A PACKING LIST MUST ACCOMPANY EVERY SHIPMENT.
FLORIDA SALES TAX EXEMPT. CERT. NO. 85-8012622206C-6.
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.

TERMS AND CONDITIONS

1. 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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of the specific work to be performed.
The detailed cost package shall include itemized costs based on the Contractor
drawings/sketches (if applicable) for specific work required and a schedule for completion of the specific work.
The detailed cost package shall be submitted to the County Contract Administrator in not more than fifteen (15) days after being requested by the County. The County
Administrator will evaluate the detailed cost package and, if approved, will issue a written release order. The Contractor is not authorized to proceed with, and will not be compensated for, any work that is not sanctioned by a valid written release order issued by the County.
The County reserves the right to prioritize the sequence of work when the Contractor is responsible for providing services under multiple release orders at a given time. In the event the Contractor is unable or unwilling to perform the required work or meet the County
right to approach the next lowest contractor.
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Contract Term: May 17,2016 - May 16, 2019

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

****CONTINUED****

TOTAL

Requisition#:
Reference #: **Buyer:**

Approved By:

See Reverse Side for Terms and Conditions

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			********** *** VENDOR PLEASE NOTE *** ** TO EXPEDITE YOUR PAYMENT ** *DOCUMENT PO# ON ALL INVOICES* **********		
0001	0		2015/2016 Blanket Purchase order for Road Building Materials and Services.	0.00	

501-0003699-596000

TOTAL

0.00

Requisition#: R063995
Reference #: 16-0212-DS **Buyer:** DONNA STEVENS CONTRACT SPECIALIST (941) 749-3045

See Reverse Side for Terms and Conditions

Approved By:

Donna M. Stevens

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