



Blanket Purchase Agreement PA600376

Supplier Details:

Company Craig A. Smith & Associates
Contact
Address 7777 Glades Road, Suite #410
Boca Raton, FL 33434

Submit your response to:

Company City of Hollywood, FL - Public Utilities Utility Maintenance and Repair
Contact Lopez, Angel
Address 1715 N 21st Avenue
Hollywood FL 33020
Phone 1-954-921-3046
Fax
E-mail alopez@hollywoodfl.org

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering a Blanket Purchase Agreement with your Company based on the following:

Town of Pembroke Park Utility Locate Agreement (dated April 12, 2017), the First Amendment to the Agreement (dated April 12, 2017), and the Second Amendment to the Agreement (dated March 10, 2021).



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Agreement	PA600376
Creation Date	29-JUN-2021
Revision	0
Agreement Amount	570,000.00 USD

VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO ACCOUNTSPAYABLE@HOLLYWOODFL.ORG.

OR
Mail To

**City of Hollywood
Accounts Payable, Room 119
P.O. Box 229045
Hollywood, FL 33022-9045**

Supplier **Craig A. Smith & Associates
7777 Glades Road, Suite #410
Boca Raton, FL 33434**

Notes

Terms and Conditions outlined in the Town of Pembroke Park Utility Locate Agreement (dated April 12, 2017), the First Amendment to the Agreement (dated April 12, 2017), and the Second Amendment to the Agreement (dated March 10, 2021), shall supersede the Terms and Conditions listed on the City's Blanket Purchase Agreement.

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB
	26688	Net 30	None	Destination
	Start Date	End Date	Shipping Method	
	08/25/2021	04/11/2022		
Initial Award Term	08/25/2021	04/11/2022		
First Renewal Period				
Second Renewal Period				
Third Renewal Period				
Fourth Renewal Period				

Attachments

Type	File Name or URL	Title	Description
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Line	Item	UOM	Price	Expiration Date
1	Standard locate and mark all city owned facilities the area specified in the SSOCOF Ticket or White Lined by Excavator.	Each	15.63	
Attachments				
Type	File Name or URL	Title	Description	
2	Locates with Ground Penetrating Radar (GPR) and Mark City Owned Facilities.	Each	41.77	
Attachments				
Type	File Name or URL	Title	Description	

Line	Item	UOM	Price	Expiration Date
3	Locates with Vacuum Digging (Pot-Holding) an Mark Owned Facility	Each	208.58	
Attachments				
Type	File Name or URL	Title	Description	
4	Placement of Electronic Markers after a line has been exposed through Vacuum Digging. Owner to supply Electronic Markers.	Each	0.01	
Attachments				
Type	File Name or URL	Title	Description	
5	The taking of GPS coordinates utilizing sub-meter equipment.	Each	67.91	
Attachments				
Type	File Name or URL	Title	Description	
6	Emergency Standard Locate 5pm - 5 am Weekdays and all day Saturday & Sunday.	Each	1.05	
Attachments				
Type	File Name or URL	Title	Description	
7	Electronic Ticket Management. Receipt and Delivery of Request to Locate tickets from Sunshine State One Call	Each	0.89	
Attachments				
Type	File Name or URL	Title	Description	
8	Screened and Cleared Tickets. Receive Request to locate ticket from SSOCOF, screen and clear for "out of area" etc	Each	2.09	
Attachments				
Type	File Name or URL	Title	Description	

Line	Item	UOM	Price	Expiration Date
9	Perform Three-Dimensional Radar Services for small surface area at least 1000 SF to a maximum of 5000 SF. Price per SF.	Each	1.57	
Attachments				
	Type	File Name or URL	Title	Description
10	Perform Three-Dimensional Radar Services for Medium surface area at least 5001 SF to a maximum of 25000 SF	Each	0.89	
Attachments				
	Type	File Name or URL	Title	Description
11	Perform Three-Dimensional Radar Services for large surface area at least 25001 SF and greater.	Each	0.58	
Attachments				
	Type	File Name or URL	Title	Description

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS

This purchase order form and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of to Seller. Such grant must be in writing and made part of the order.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold to Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order In whole or in part for default (a) if Seller fails to perform In accordance with any of the requirements of this order or (b) If Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed Items delivered and accepted by the Buyer. Seller, will be liable for excess costs of repurchase.

F.O.B.

In those cases where F O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected



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commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

Signature: Steve Stewart
Assistant Director, Financial Services for Procurement