



## Blanket Purchase Agreement PA600819

*Supplier Details:*

Company Assured Contracting, LLC  
Contact  
Address 3553 NW 10th Avenue  
Oakland Park, FL 33309

*Submit your response to:*

Company City of Hollywood, FL - Other Community Development  
Contact Gordon, Sabrina  
Address 2600 Hollywood Blvd  
Hollywood FL 33020  
Phone  
Fax  
E-mail [sgordon@hollywoodfl.org](mailto:sgordon@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:

RFQ RFQ-084-23-SK; Reso No. R-2023-318



Blanket Purchase Agreement PA600819

Agreement	PA600819
Creation Date	20-DEC-2023
Change Order	7
Change Order Date	20-DEC-2023
Revision	4
Agreement Amount	827,044.48 USD

**VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO [ACCOUNTSPAYABLE@HOLLYWOODFL.ORG](mailto:ACCOUNTSPAYABLE@HOLLYWOODFL.ORG).**

OR  
Mail To

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

Supplier **Assured Contracting, LLC**  
**3553 NW 10th Avenue**  
**Oakland Park, FL 33309**

Notes

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB
	<b>30991</b>	<b>Net 30</b>	<b>None</b>	<b>Destination</b>
	<b>Start Date</b>	<b>End Date</b>	<b>Shipping Method</b>	
	<b>11/01/2023</b>	<b>10/31/2026</b>		
Initial Award Term	<b>11/01/2023</b>	<b>10/31/2026</b>		
First Renewal Period				
Second Renewal Period				
Third Renewal Period				
Fourth Renewal Period				

Attachments			
Type	File Name or URL	Title	Description
File	R-2024-146-5.pdf	R-2024-146-5.pdf	
File	Assured_Contracting_COI_Approval_10.28.24.pdf	Assured_Contracting_COI_Approv	COI Exp. 6.13.25
File	2023-09-21 Assured Contracting Certificate of Liabil.pdf	2023-09-21 Assured Contracting	
File	R-2023-318 RFQ Roof & Windows Contractors.pdf	R-2023-318 RFQ Roof & Windows	

Line	Item	UOM	Price	Expiration Date
1	Blanket Line - Residential Roofing, Windows, Or Door Installation according to RFQ-084-23-SK		0.00	
Attachments				
Type	File Name or URL	Title	Description	



Blanket Purchase Agreement PA600819



## 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 reprourement.

### 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



Blanket Purchase Agreement PA600819

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

QUANTITIES

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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.

WARRANTY

For purposes of this order, Seller warrants: (a) the goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the goods shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) Buyer shall receive title to the goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the goods shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller; (e) the goods shall be adequately contained, packaged, marked and labeled; and (f) the goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination.



Blanket Purchase Agreement PA600819

In the event that services are provided in connection with the supply of goods, Seller expressly warrants that the services will be performed: (a) with due professional care; (b) in a workmanlike, professional, timely and diligent manner; (c) in accordance with all applicable industry standards and industry best practices; (d) by qualified workers experienced in performing the work specified; (e) in strict conformance with applicable specifications and industry accepted performance criteria; and (f) in strict conformance with this order, including but limited to any statement(s) of work issued, or quote(s) received, by Buyer.

The warranty period shall be 12 months from the date of first use of the goods by Buyer or 12 months from the date of acceptance by Buyer, whichever occurs later, unless otherwise mutually agreed to by the Buyer and Seller.

Notwithstanding the foregoing, Seller agrees to waive the expiration of the warranty period in the event there are failures or defects discovered after the warranty period of a material nature or in a significant portion of the goods, or a defect is discovered which, in Buyer's opinion, constitutes a threat of damage to property or to the health and safety of any person.

Signature: Otis Thomas  
Director, Procurement and Contract Compliance



## Blanket Purchase Agreement PA600857

*Supplier Details:*

Company Bigfoot Construction Inc.  
Contact  
Address 9627 S Dixie Hwy  
Suite 100  
Pinecrest, FL 33156

*Submit your response to:*

Company City of Hollywood, FL - Other Community Development  
Contact Coote, Ryon  
Address 2600 Hollywood Blvd  
Hollywood FL 33020  
Phone  
Fax  
E-mail rcoote@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:

RFQ RFQ-084-23-SK; Reso No. R-2023-318



Blanket Purchase Agreement PA600857

Agreement	PA600857
Creation Date	07-MAR-2024
Change Order	4
Change Order Date	07-MAR-2024
Revision	4
Agreement Amount	827,034.48 USD

**VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO [ACCOUNTSPAYABLE@HOLLYWOODFL.ORG](mailto:ACCOUNTSPAYABLE@HOLLYWOODFL.ORG).**

OR  
Mail To

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

Supplier **Bigfoot Construction Inc.**  
**9627 S Dixie Hwy**  
**Suite 100**  
**Pinecrest, FL 33156**

Notes

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB
	<b>104171</b>	<b>Net 30</b>	<b>None</b>	<b>Destination</b>
	Start Date	End Date	Shipping Method	
	<b>11/01/2023</b>	<b>10/31/2026</b>		
Initial Award Term	<b>11/01/2023</b>	<b>10/31/2026</b>		
First Renewal Period				
Second Renewal Period				
Third Renewal Period				
Fourth Renewal Period				

**Attachments**

Type	File Name or URL	Title	Description
File	Bigfoot COI Approval 3.17.25.pdf	Bigfoot COI Approval 3.17.25.p	
File	Bigfoot Construction COI Approval.pdf	Bigfoot Construction COI Appro	COI Exp. 2.26.25
File	R-2024-146.pdf	R-2024-146.pdf	
File	R-2023-318 RFQ Roof & Windows Contractors.pdf	R-2023-318 RFQ Roof & Windows	
File	Bigfoot COI Approval 7.3.25.pdf	Bigfoot COI Approval 7.3.25.pd	COI Exp. 2/26/26

Line	Item	UOM	Price	Expiration Date
1	Blanket Line - Residential Roofing, Windows, Or Door Installation according to RFQ-084-23-SK		0.00	
<b>Attachments</b>				
	<b>Type</b>	<b>File Name or URL</b>	<b>Title</b>	<b>Description</b>



Blanket Purchase Agreement PA600857



## TERMS AND CONDITIONS

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### ASSIGNMENT

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### EXCUSABLE DELAYS

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### DEFAULT

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### TERMINATION

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### INVOICING

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### 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.

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### DELIVERIES

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Blanket Purchase Agreement PA600857

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ANTI-DISCRIMINATION

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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

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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.

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INSURANCE

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Blanket Purchase Agreement PA600857

In the event that services are provided in connection with the supply of goods, Seller expressly warrants that the services will be performed: (a) with due professional care; (b) in a workmanlike, professional, timely and diligent manner; (c) in accordance with all applicable industry standards and industry best practices; (d) by qualified workers experienced in performing the work specified; (e) in strict conformance with applicable specifications and industry accepted performance criteria; and (f) in strict conformance with this order, including but limited to any statement(s) of work issued, or quote(s) received, by Buyer.

The warranty period shall be 12 months from the date of first use of the goods by Buyer or 12 months from the date of acceptance by Buyer, whichever occurs later, unless otherwise mutually agreed to by the Buyer and Seller.

Notwithstanding the foregoing, Seller agrees to waive the expiration of the warranty period in the event there are failures or defects discovered after the warranty period of a material nature or in a significant portion of the goods, or a defect is discovered which, in Buyer's opinion, constitutes a threat of damage to property or to the health and safety of any person.

Signature: Otis Thomas  
Director, Procurement and Contract Compliance



## Blanket Purchase Agreement PA600820

*Supplier Details:*

Company Dixie Construction INC.  
Contact  
Address 5018 NW 39th St  
Lauderdale Lakes, Florida 33319

*Submit your response to:*

Company City of Hollywood, FL - Other Community Development  
Contact Gordon, Sabrina  
Address 2600 Hollywood Blvd  
Hollywood FL 33020  
Phone  
Fax  
E-mail [sgordon@hollywoodfl.org](mailto:sgordon@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:

RFQ RFQ-084-23-SK; Reso No. R-2023-318



Blanket Purchase Agreement PA600820

Agreement	PA600820
Creation Date	20-DEC-2023
Change Order	7
Change Order Date	20-DEC-2023
Revision	4
Agreement Amount	827,034.48 USD

**VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO [ACCOUNTSPAYABLE@HOLLYWOODFL.ORG](mailto:ACCOUNTSPAYABLE@HOLLYWOODFL.ORG).**

OR  
Mail To

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

Supplier **Dixie Construction INC.**  
**5018 NW 39th St**  
**Lauderdale Lakes, Florida 33319**

Notes

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB
	<b>104111</b>	<b>Net 30</b>	<b>None</b>	<b>Destination</b>
	<b>Start Date</b>	<b>End Date</b>	<b>Shipping Method</b>	
	<b>11/01/2023</b>	<b>10/31/2026</b>		
Initial Award Term	<b>11/01/2023</b>	<b>10/31/2026</b>		
First Renewal Period				
Second Renewal Period				
Third Renewal Period				
Fourth Renewal Period				

Attachments			
Type	File Name or URL	Title	Description
File	R-2024-146-4.pdf	R-2024-146-4.pdf	
File	Dixie COI (combined).pdf	Dixie COI (combined).pdf	
File	R-2023-318 RFQ Roof & Windows Contractors.pdf	R-2023-318 RFQ Roof & Windows	
File	Dixie COI Approv_Exp. 4.29.26.pdf	Dixie COI Approv_Exp. 4.29.26.	Expires 4.29.26

Line	Item	UOM	Price	Expiration Date
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Blanket Purchase Agreement PA600820

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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.

WARRANTY

For purposes of this order, Seller warrants: (a) the goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the goods shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) Buyer shall receive title to the goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the goods shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller; (e) the goods shall be adequately contained, packaged, marked and labeled; and (f) the goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination.



Blanket Purchase Agreement PA600820

In the event that services are provided in connection with the supply of goods, Seller expressly warrants that the services will be performed: (a) with due professional care; (b) in a workmanlike, professional, timely and diligent manner; (c) in accordance with all applicable industry standards and industry best practices; (d) by qualified workers experienced in performing the work specified; (e) in strict conformance with applicable specifications and industry accepted performance criteria; and (f) in strict conformance with this order, including but limited to any statement(s) of work issued, or quote(s) received, by Buyer.

The warranty period shall be 12 months from the date of first use of the goods by Buyer or 12 months from the date of acceptance by Buyer, whichever occurs later, unless otherwise mutually agreed to by the Buyer and Seller.

Notwithstanding the foregoing, Seller agrees to waive the expiration of the warranty period in the event there are failures or defects discovered after the warranty period of a material nature or in a significant portion of the goods, or a defect is discovered which, in Buyer's opinion, constitutes a threat of damage to property or to the health and safety of any person.

Signature: Otis Thomas  
Director, Procurement and Contract Compliance



## Blanket Purchase Agreement PA600821

*Supplier Details:*

Company DMS Contractors LLC  
Contact Rafael Rodriguez  
Address 4101 Ravenswood Road  
#219  
Fort Lauderdale, FL 33312

*Submit your response to:*

Company City of Hollywood, FL - Other Community Development  
Contact Gordon, Sabrina  
Address 2600 Hollywood Blvd  
Hollywood FL 33020  
Phone  
Fax  
E-mail [sgordon@hollywoodfl.org](mailto:sgordon@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:

RFQ RFQ-084-23-SK; Reso No. R-2023-318



Blanket Purchase Agreement PA600821

Agreement	PA600821
Creation Date	20-DEC-2023
Change Order	6
Change Order Date	20-DEC-2023
Revision	4
Agreement Amount	977,044.48 USD

**VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO [ACCOUNTSPAYABLE@HOLLYWOODFL.ORG](mailto:ACCOUNTSPAYABLE@HOLLYWOODFL.ORG).**

OR  
Mail To

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

Supplier **DMS Contractors LLC**  
**4101 Ravenswood Road**  
**#219**  
**Fort Lauderdale, FL 33312**

Notes

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB
	<b>103774</b>	<b>Net 30</b>	<b>None</b>	<b>Destination</b>
	Start Date	End Date	Shipping Method	
	<b>11/01/2023</b>	<b>10/31/2026</b>		
Initial Award Term	<b>11/01/2023</b>	<b>10/31/2026</b>		
First Renewal Period				
Second Renewal Period				
Third Renewal Period				
Fourth Renewal Period				

**Attachments**

Type	File Name or URL	Title	Description
File	RE_ Re-Allocation of Funds Under RFQ-084-23-SK-3.msg	RE_ Re-Allocation of Funds Und	
File	DMS COI Approval 5.13.25-1.pdf	DMS COI Approval 5.13.25-1.pdf	
File	R-2024-146-3.pdf	R-2024-146-3.pdf	
File	R-2023-318 RFQ Roof & Windows Contractors.pdf	R-2023-318 RFQ Roof & Windows	
File	DMS COI (Combined).pdf	DMS COI (Combined).pdf	

Line	Item	UOM	Price	Expiration Date
1	Blanket Line - Residential Roofing, Windows, Or Door Installation according to RFQ-084-23-SK		0.00	
<b>Attachments</b>				
	<b>Type</b>	<b>File Name or URL</b>	<b>Title</b>	<b>Description</b>



Blanket Purchase Agreement PA600821



## 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 reprourement.

### 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



## Blanket Purchase Agreement PA600821

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.

### WARRANTY

For purposes of this order, Seller warrants: (a) the goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the goods shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) Buyer shall receive title to the goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the goods shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller; (e) the goods shall be adequately contained, packaged, marked and labeled; and (f) the goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination.



Blanket Purchase Agreement PA600821

In the event that services are provided in connection with the supply of goods, Seller expressly warrants that the services will be performed: (a) with due professional care; (b) in a workmanlike, professional, timely and diligent manner; (c) in accordance with all applicable industry standards and industry best practices; (d) by qualified workers experienced in performing the work specified; (e) in strict conformance with applicable specifications and industry accepted performance criteria; and (f) in strict conformance with this order, including but limited to any statement(s) of work issued, or quote(s) received, by Buyer.

The warranty period shall be 12 months from the date of first use of the goods by Buyer or 12 months from the date of acceptance by Buyer, whichever occurs later, unless otherwise mutually agreed to by the Buyer and Seller.

Notwithstanding the foregoing, Seller agrees to waive the expiration of the warranty period in the event there are failures or defects discovered after the warranty period of a material nature or in a significant portion of the goods, or a defect is discovered which, in Buyer's opinion, constitutes a threat of damage to property or to the health and safety of any person.

Signature: Otis Thomas  
Chief Procurement Officer



## Blanket Purchase Agreement PA600822

*Supplier Details:*

Company James Joyce Construction Corp.  
Contact  
Address 7874 Ironwood Way  
Parkland, FL 33067

*Submit your response to:*

Company City of Hollywood, FL - Other Community Development  
Contact Gordon, Sabrina  
Address 2600 Hollywood Blvd  
Hollywood FL 33020  
Phone  
Fax  
E-mail [sgordon@hollywoodfl.org](mailto:sgordon@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:

RFQ RFQ-084-23-SK; Reso No. R-2023-318



Blanket Purchase Agreement PA600822

Agreement	PA600822
Creation Date	20-DEC-2023
Change Order	4
Change Order Date	20-DEC-2023
Revision	4
Agreement Amount	827,034.47 USD

**VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO [ACCOUNTSPAYABLE@HOLLYWOODFL.ORG](mailto:ACCOUNTSPAYABLE@HOLLYWOODFL.ORG).**

OR  
Mail To

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

Supplier **James Joyce Construction Corp.**  
**7874 Ironwood Way**  
**Parkland, FL 33067**

Notes

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB
	<b>13934</b>	<b>Net 30</b>	<b>None</b>	<b>Destination</b>
	Start Date	End Date	Shipping Method	
	<b>11/01/2023</b>	<b>10/31/2026</b>		
Initial Award Term	<b>11/01/2023</b>	<b>10/31/2026</b>		
First Renewal Period				
Second Renewal Period				
Third Renewal Period				
Fourth Renewal Period				

Attachments			
Type	File Name or URL	Title	Description
File	R-2023-318 RFQ Roof & Windows Contractors.pdf	R-2023-318 RFQ Roof & Windows	
File	JJ COI (Combined).pdf	JJ COI (Combined).pdf	
File	James_Joyce_COI_Approval_1.9.25.pdf	James_Joyce_COI_Approval_1.9.2	COI exp. 7/1/25
File	R-2024-146-2.pdf	R-2024-146-2.pdf	

Line	Item	UOM	Price	Expiration Date
1	Blanket Line - Residential Windows, Or Door Installation according to RFQ-084-23-SK		0.00	
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 reprourement.

### 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



Blanket Purchase Agreement PA600822

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.

WARRANTY

For purposes of this order, Seller warrants: (a) the goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the goods shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) Buyer shall receive title to the goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the goods shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller; (e) the goods shall be adequately contained, packaged, marked and labeled; and (f) the goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination.



Blanket Purchase Agreement PA600822

In the event that services are provided in connection with the supply of goods, Seller expressly warrants that the services will be performed: (a) with due professional care; (b) in a workmanlike, professional, timely and diligent manner; (c) in accordance with all applicable industry standards and industry best practices; (d) by qualified workers experienced in performing the work specified; (e) in strict conformance with applicable specifications and industry accepted performance criteria; and (f) in strict conformance with this order, including but limited to any statement(s) of work issued, or quote(s) received, by Buyer.

The warranty period shall be 12 months from the date of first use of the goods by Buyer or 12 months from the date of acceptance by Buyer, whichever occurs later, unless otherwise mutually agreed to by the Buyer and Seller.

Notwithstanding the foregoing, Seller agrees to waive the expiration of the warranty period in the event there are failures or defects discovered after the warranty period of a material nature or in a significant portion of the goods, or a defect is discovered which, in Buyer's opinion, constitutes a threat of damage to property or to the health and safety of any person.

Signature: Otis Thomas  
Director, Procurement and Contract Compliance



## Blanket Purchase Agreement PA600823

*Supplier Details:*

Company WHYTE-WAY CONSTRUCTION, INC.  
Contact  
Address 3651 NW 28 COURT  
Fort Lauderdale, FL 33311

*Submit your response to:*

Company City of Hollywood, FL - Other Community Development  
Contact Gordon, Sabrina  
Address 2600 Hollywood Blvd  
Hollywood FL 33020  
Phone  
Fax  
E-mail [sgordon@hollywoodfl.org](mailto:sgordon@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:

RFQ RFQ-084-23-SK; Reso No. R-2023-318



Blanket Purchase Agreement PA600823

Agreement	PA600823
Creation Date	20-DEC-2023
Change Order	4
Change Order Date	20-DEC-2023
Revision	4
Agreement Amount	677,034.47 USD

**VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO [ACCOUNTSPAYABLE@HOLLYWOODFL.ORG](mailto:ACCOUNTSPAYABLE@HOLLYWOODFL.ORG).**

OR  
Mail To

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

Supplier **WHYTE-WAY CONSTRUCTION, INC.**  
**3651 NW 28 COURT**  
**Fort Lauderdale, FL 33311**

Notes

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB
	<b>104137</b>	<b>Net 30</b>	<b>None</b>	<b>Destination</b>
	<b>Start Date</b>	<b>End Date</b>	<b>Shipping Method</b>	
	<b>11/01/2023</b>	<b>10/31/2026</b>		
Initial Award Term	<b>11/01/2023</b>	<b>10/31/2026</b>		
First Renewal Period				
Second Renewal Period				
Third Renewal Period				
Fourth Renewal Period				

Attachments			
Type	File Name or URL	Title	Description
File	Whyte-Way COI Approval (Exp. 2.13.26).pdf	Whyte-Way COI Approval (Exp. 2	
File	R-2024-146-1.pdf	R-2024-146-1.pdf	
File	Whyte Way_Auto only.pdf	Whyte Way_Auto only.pdf	Auto COI
File	R-2023-318 RFQ Roof & Windows Contractors.pdf	R-2023-318 RFQ Roof & Windows	
File	WW COI (Combined).pdf	WW COI (Combined).pdf	

Line	Item	UOM	Price	Expiration Date
1	Blanket Line - Residential Roofing, Windows, Or Door Installation according to RFQ-084-23-SK		0.00	
Attachments				
Type	File Name or URL	Title	Description	



Blanket Purchase Agreement PA600823



## 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 reprourement.

### 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.

WARRANTY

For purposes of this order, Seller warrants: (a) the goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the goods shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) Buyer shall receive title to the goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the goods shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller; (e) the goods shall be adequately contained, packaged, marked and labeled; and (f) the goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination.



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In the event that services are provided in connection with the supply of goods, Seller expressly warrants that the services will be performed: (a) with due professional care; (b) in a workmanlike, professional, timely and diligent manner; (c) in accordance with all applicable industry standards and industry best practices; (d) by qualified workers experienced in performing the work specified; (e) in strict conformance with applicable specifications and industry accepted performance criteria; and (f) in strict conformance with this order, including but limited to any statement(s) of work issued, or quote(s) received, by Buyer.

The warranty period shall be 12 months from the date of first use of the goods by Buyer or 12 months from the date of acceptance by Buyer, whichever occurs later, unless otherwise mutually agreed to by the Buyer and Seller.

Notwithstanding the foregoing, Seller agrees to waive the expiration of the warranty period in the event there are failures or defects discovered after the warranty period of a material nature or in a significant portion of the goods, or a defect is discovered which, in Buyer's opinion, constitutes a threat of damage to property or to the health and safety of any person.

Signature: Otis Thomas  
Chief Procurement Officer