



Purchase Order

Fiscal Year 2023

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THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS

Purchase Order Number **20231184**

Purchase Order Date **06/23/2023**

Department **PUBLIC WORKS**

Required By **06/20/2023**

Bill To 8000 Ship To
CITY OF DORAL - FINANCE PUBLIC WORKS
DEPARTMENT 8401 NW 53 TERRACE
8401 NORTHWEST 53RD TERRACE DORAL, FL 33166
DORAL, FL 33166

Vendor
MARLIN ENGINEERING INC.
3363 WEST COMMERCIAL BLVD
SUITE 115
FORT LAUDERDALE, FL 33309

Delivery must be made within doors of specified
destination.

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
305-477-7575		1693	20231419	Christopher Cotton	PWD-CHIEF OF ENGINEERING

NOTES					
ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	SMALL PURCHASE ORDER EXP. DATE 09/30/2023 PO DESC. BLANKET PURCHASE ORDER FOR SIDEWALK FEASIBILITY REPORT FROM NW 36 ST TO NW 41 (EAST&WEST) INCLUDING THE CANAL AREA ON NW 41 ST INTERSECTION WITH NW 82 AVE. GL #: 10180005 - 500650	1.0000		\$9,419.0000	\$9,419.00

GL SUMMARY

10180005 - 500650 \$9,419.00

Total Ext. Price \$9,419.00

Purchase Order Total \$9,419.00

Authorized Signature

VENDOR COPY

PURCHASE ORDER TERMS AND CONDITIONS

The following terms, conditions and instructions apply to all City of Doral ("City") Purchase Orders. The fulfillment of a Purchase Order means that the Vendor understands and agrees with City's "Purchase Order Terms & Conditions."

32. NOTHING IN THIS PURCHASE ORDER SHALL BE DEEMED TO WAIVE THE CITY'S SOVEREIGN IMMUNITY.

31. INSURANCE: Unless the City specifies otherwise in writing, Vendor shall procure and maintain liability insurance with commercial liability coverage with minimum limits of \$100,000,000/500,000 per occurrence and of \$100,000,000 per aggregate limit. Vendor shall obtain and provide evidence of coverage to the City upon request.

30. EMPLOYMENT: Vendor acknowledges and agrees that it and its employees serve as independent contractors. Services provided by Vendor and not as officers, employees or sub-contractors of Vendor. Vendor agrees to indemnify and hold the City harmless from and against any and all claims, judgments and costs incurred or paid by the City in connection with the City's use or sale of such articles by the City in violation of right under such patent or copyright.

29. PATENTS AND COPYRIGHTS: If an article sold or delivered to the City hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and hold the City harmless from and against any and all claims, judgments and costs incurred or paid by the City in connection with the City's use or sale of such articles by the City in violation of right under such patent or copyright.

28. PACKAGING LIST: An itemized packing list, bearing the Purchase Order number shall be attached to the outside of every shipping container.

27. INVOICING: Vendors are required to submit invoices within thirty (30) days of the date the goods or services were delivered to the City. Failure to timely submit invoices may further delay payment to the Vendor.

26. MATERIAL SAFETY DATA SHEETS AND SAFETY: The Vendor must supply proper Material Safety Data Sheets in compliance with OSHA's Hazard Communication Standard to CITY at the time of purchase.

25. REMEDIES: The City shall have all rights and remedies afforded under the U.S.C., Florida law, and all other applicable laws, in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

24. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND COMPLIANCE WITH THE CITY'S ETHICAL STANDARDS: The City shall have all rights and remedies afforded under the U.S.C., Florida law, and all other applicable laws, in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

23. TAXES: All parties included in the Purchase Order are exclusive of any Federal, State or local taxes. The City is exempt from sales tax and federal estate taxes. Necessary exemption certificates will be supplied upon request on the face of the purchase order by the Vendor in the amount of the tax so paid.

22. TERMINATION: City may terminate this Purchase Order, in part or in whole, for its convenience if the termination is for the convenience of the City, the City shall only be liable for payment for services rendered before the effective date of termination. If the termination is due to the failure of the Vendor to fulfill its obligations under the Purchase Order, the City may:

a. Require the Vendor to deliver any work, described in the Notice of Termination, and the Vendor shall be liable for any additional cost incurred by the City.

b. Withhold any payment to the Vendor for the purpose of set-off or partial payment, as the case may be, of amounts owed by the City to the Vendor.

21. WARRANTIES: Vendor warrants to City that all items delivered, and all services rendered shall conform to the specifications, drawings, and/or other applicable descriptions furnished by the City. Vendor warrants to City that all items delivered, and all services rendered shall conform to the specifications, drawings, and/or other applicable descriptions furnished by the City. Vendor warrants to City that all items delivered, and all services rendered shall conform to the specifications, drawings, and/or other applicable descriptions furnished by the City.

20. FORCE MAJEURE: If either party is prevented from performing its obligation hereunder as a result of government actions, fire, strike, or other causes beyond the control of such party, the obligation to perform shall be suspended for a reasonable time during which such condition continues to exist. If an actual or potential labor dispute delays or threatens to delay the obligation to perform, Vendor shall immediately notify City in writing.

19. GOVERNMENT LAW: The Purchase Order shall be governed by the laws of the State of Florida and all applicable federal laws and regulations. All obligations of the parties are enforceable in Miami-Dade County, Florida. The applicable state court located in Miami-Dade County, Florida, shall have exclusive and concurrent jurisdiction of any disputes that arise hereunder.

18. INCORPORATION: All specifications, drawings, technical information, invitation to bid, bid, award