



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	(\$1,050,258.87)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>NET FISCAL IMPACT</b>	<b>(\$1,050,258.87)</b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>

**Budget Account No.:** Fund 4011 Dept 721 Unit W026 Object 6541

Is Item Included in Current Budget? Yes X No     

Reporting Category N/A

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

One time expenditure from user fees, connection fees, and balance brought forward. Savings of \$833,436.72 are related to changes in materials and construction methods. The County will realize sales tax savings of \$216,822.15 by directly purchasing the materials and equipment for this project.

**C. Department Fiscal Review:** Debra M West  
 GE

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

John Dink 9-25-06  
 OFMB  
 John 9-21-06  
 [Signature] 9-20-06

Jim J. Jocollet 9/26/06  
 Contract Development and Control  
 E. Jones 9/26/06

**B. Legal Sufficiency:**  
James C. [Signature]  
 Assistant County Attorney

This item complies with **current** County policies.

**C. Other Department Review:**  
 \_\_\_\_\_  
 Department Director

This summary is not to be used as a basis for payment.

**CHANGE ORDER No. 1  
LAKE REGION WATER TREATMENT PLANT  
TRANSMISSION SYSTEM  
PROJECT NO. WUD 03-169**

**CHANGE ORDER NO: 1 (One)  
GlobeTec Construction LLC  
4150 N. Powerline Road  
Pompano Beach, Florida 33073**

**WATER UTILITIES DEPARTMENT  
CONTRACT NO. R2006-1949  
CONTRACT DATE: Sept. 12, 2006  
NOTICE TO PROCEED:  
BUDGET FUND: 4011-721-W026-6541  
DISTRICT 6**

**You are directed to make the following changes in this contract:**

1. Revise number and size of stainless steel (SS) butterfly valves for raw water mains – **Net deduct of (\$224,000.00)**, (see A, B & C below):
  - A. Delete in-line 30" SS valve at SR 715 sta 227+70, bid item no. 26 deduct (\$110,000.00).
  - B. Delete in-line 30" SS valve at SR 715 sta 253+40 (Shown on plans but not included in the bid schedule deduct (\$0.00).
  - C. Change size of two (2) 30" SS butterfly valves (SR 715 Sta 255+21 and Hooker Hwy Sta 24+75, delete bid item 26 at \$110,000.00 each and revise quantity of bid item 27 from three (3) to five (5) 24" SS butterfly valves at \$46,000 each and add new payment Item 17.A. - four (4) 30"x24" HDPE eccentric reducers at \$3,500 each. Net deduct (\$114,000.00).
  
2. Delete SS spool pieces on each side of the raw water main butterfly valves (BV). Change SS valve body style from lugged to wafer. Connect SS butterfly valves to HDPE pipe with HDPE butterfly valve spacers and hot-dipped galvanized bolts and nuts. Support poly-bagged SS wafer valve by demucking under valve to underlying rock or 10 feet maximum and fill with gravel or 1" maximum rock compacted to minimum 98% of maximum density per ASHTO T-180 to the centerline of the valve and a minimum of three (3) pipe diameters on each side of the SS valve. Contractor shall be compensated additional monies if the increased quantity of demucking and rock base exceeds a total of 250 cubic yards (A to D) at \$50.00 per cubic yard. **Net deduct of (\$111,300.00)**, (see A to D below):
  - A. Bid item No. 27 – Five (5) 24 SS BV reduce unit price from \$46,000.00 to \$29,950.00 for a deduct of \$16,050.00 per each and a total deduct of \$80,250.00.
  - B. Bid item No. 28 – One (1) 20 SS BV reduce unit price from \$41,000.00 to \$27,300.00 for a deduct of \$13,700.00.
  - C. Bid item No. 29 – One (1) 16 SS BV reduce unit price from \$30,000.00 to \$17,200.00 for a deduct of \$12,800.00.
  - D. Bid item No. 30 – One (1) 12 SS BV reduce unit price from \$12,000.00 to \$7,450.00 for a deduct of \$4,550.00.

**CHANGE ORDER No. 1  
LAKE REGION WATER TREATMENT PLANT  
TRANSMISSION SYSTEM  
PROJECT NO. WUD 03-169**

3. Bid Item No. 33 change 30" HDPE pipe installation from directional drill under 48" culvert to open-cut (Instructions to Bidders paragraph 10.0 - Cost savings Incentive and General Condition's paragraph 74 - Cost Saving) Contractor is entitled to 50% of the savings. The lump sum unit price of \$260,000.00 shall be changed to a time and materials installation in the amount of \$184,000.00 per the attached letter (Exhibit 1). **Deduct (\$76,000.00).**
4. Change class of ductile iron pipe, **Net Deduct (\$210,877.72):**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Cost Savings/LF</u>	<u>Cost Savings</u>
	Change 30" DIP from CL 200 to CL 150				
35B	150	12,888	LF	\$ 5.14	\$ 66,244.32
36B	Change 24" DIP from CL 250 to 200	1,875	LF	\$ 3.75	\$ 7,031.25
37	Change 16" DIP from CL 350 to 250	7,014	LF	\$ 2.15	\$ 15,080.10
38B	Change 16" DIP from CL 350 to 250	14,762	LF	\$ 2.15	\$ 31,738.30
39B	Change 16" DIP from CL 350 to 250	42,225	LF	\$ 2.15	<u>\$ 90,783.75</u>
				<b>Total</b>	<b>\$ 210,877.72</b>

5. Bid Item No. 48 change 16" HDPE pipe installation from directional drill to open-cut with installing 30 linear feet of 30" CMP culvert and filling existing open ditch for 16" water main installation and two (2) existing 8" pipes (Instructions to Bidders paragraph 10.0 - Cost savings Incentive and General Condition's paragraph 74 - Cost Saving) Contractor is entitled to 50% of the savings. The lump sum unit price of \$80,000.00 shall be changed to a time and materials installation in the amount of \$66,819.00 per the attached letter (Exhibit 2). **Deduct (\$13,181.00).**
6. Change Air Release Valves to Fire Hydrants with manual air release when flushing the hydrants – **Net deduct (\$67,420.00)**, (see A to E below):
- A. Delete sixteen (16) offset air release manholes bid item 55 in the amount of \$10,000 each for a deduct of (\$160,000.00)
  - B. Delete one (16) in-line air release manholes bid item 56 in the amount of \$12,000 each for a deduct of (\$12,000.00)
  - C. Install eighteen (18) fire hydrants for manual air release bid item no. 58 in the amount of \$3,200.00 each for a total additional cost of \$57,600.00.
  - D. The estimated additional cost of ductile iron fittings, mega lugs and accessories bid item 80 for 4.83 tons of fittings at \$6,000.00 per ton for a total additional cost of \$28,980.00. This does not included additional restrained joints on the WM run. Pipe outlets in lieu of MJ Fittings are acceptable, payment would be based on the tonnage of the correspondent fitting assembly.
  - E. The additional cost of 6" Gate Valve assemblies bid item 49 for 18 valves at \$ 1,000.00 each for a total additional cost of \$18,000.00.

**CHANGE ORDER No. 1  
LAKE REGION WATER TREATMENT PLANT  
TRANSMISSION SYSTEM  
PROJECT NO. WUD 03-169**

7. Bid item No. 71 Lime Rock Driveway or Roadway Restoration reduce quantity from 20,000 SY to 12,000 SY as rock roadway is not required along the north side of the East Beach Water Control District Canal No. 1 on sheets 38 to 42. Deduct 8,000 SY at \$25.00 per SY for a total of \$200,000.00 and add new payment Item 71.A – Fill material (Truck measure) in lieu of limerock base: 2,667 CY at \$ 26.00 per CY for an additional cost of \$ 69,342.00. **Net Deduct (\$130,658.00).**
  
8. Add payment item 78 A for Hydroseeding in the cost of \$2.90 per SY. FDOT may allow Hydroseeding in accordance with FDOT specifications (Section 162 Prepared Soil layer and Section 570 Grassing by Seeding) to be utilized for restoration in lieu of Bahia sod.
  
9. **Delete** contractor purchase of the following materials and equipment that will now be furnished by the Owner, as listed on the attached Purchase Requisition Request Forms from GlobeTec Construction LLC. and the attached scope of work, in the amount of (\$3,612,869.21) purchase price times the 1.06 sales tax rate plus an addition ½ cent sales tax on the first \$5,000.00 which equals **\$3,829,691.36**. The Contractor will install these owner furnished materials and equipment in accordance with the Special Conditions, Provisions Governing State of Florida Sale and Use Tax Exemption for County-Furnished Materials. Project WUD 05-146 is a lump sum contract and the material quantities have been estimated by GlobeTec Construction LLC for the purposes of this change order. The Contractor is responsible to complete the project without excess or wasted materials. The Contractor is responsible for any additional material escalation or delivery charges resulting from their delays. It is the County's intent to purchase only materials required for the project, at a cost not to exceed Contractor's bid price of \$3,829,691.36 with sales tax or \$3,612,869.21 without sales tax. It is not the County's intent to deduct from the Contractor's contract amount more than the actual cost of the materials should the actual cost be less than the bid amount. Therefore, should the value of the material and equipment related to this change order exceed \$3,612,869.21 without sales tax, then the Contractor is responsible for furnishing the additional material and equipment to complete the project at no additional cost to the County. Should the value of the material be less than \$3,612,869.21 without sales tax, then the Contractor shall be refunded the balance. **The net sales tax recovery savings equals the sales tax in the amount of \$216,822.15.**

**TOTAL CHANGE ORDER NO. 1: < \$4,663,128.08 >**

<p>NOT VALID UNTIL SIGNED BY BOTH OWNER AND ENGINEER. SIGNATURE OF THE CONTRACTOR INDICATES HIS AGREEMENT HEREWITH INCLUDING ANY ADJUSTMENT IN THE CONTRACT SUM OR CONTRACT TIME, AND NO ADDITIONAL COST OR TIME INDICATED HEREIN WILL BE RELATED TO THIS CHANGE.</p>
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**CHANGE ORDER No. 1  
LAKE REGION WATER TREATMENT PLANT  
TRANSMISSION SYSTEM  
PROJECT NO. WUD 03-169**

The original Contract Sum was:	<u>\$14,790,815.00</u>
Net change by previous Change Orders:	<u>\$ 0.00</u>
The Contract Sum prior to this Change Order was:	<u>\$14,790,815.00</u>
The Contract Sum will be <b>decreased</b> by this Change Order.	<u>&lt;\$ 4,663,128.08&gt;</u>
The new Contract Sum including this Change Order will be	<u>..\$10,127,686.92</u>
The Contract time will be increased by:	<b>(0)days</b>
The Date of Substantial Completion including this Change Order:	
Substantial Completion Phase 1	<b><u>240 days from Notice To Proceed (NTP)</u></b>
Substantial Completion Phase 2	<b><u>365 days from Notice To Proceed (NTP)</u></b>
The Date of Final Completion including this Change Order: <b><u>425days from NTP</u></b>	

EXECUTION OF THIS CHANGE ORDER ACKNOWLEDGES FINAL SETTLEMENT OF, AND RELEASES, ALL CLAIMS FOR COSTS AND TIME ASSOCIATED, DIRECTLY OR INDIRECTLY, WITH THE ABOVE-STATED MODIFICATION(S) INCLUDING ALL CLAIMS FOR CUMULATIVE DELAYS OR DISRUPTIONS RESULTING FROM, CAUSED BY, OR INCIDENT TO SUCH MODIFICATIONS AND INCLUDING ANY CLAIM THAT THE ABOVE STATED MODIFICATION(S) CONSTITUTES IN WHOLE OR PART, A CARDINAL CHANGE TO THE CONTRACT.

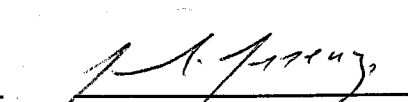
**Palm Beach County  
Water Utilities Dept.**

**GlobeTec  
Construction LLC**

**Palm Beach County Board  
of County Commissioners**



**ENGINEER**  
Stephen McGrew, P.E.  
ADDRESS  
P.O. Box 16097  
West Palm Beach, Fl.33416  
DATE 9/10/06



**CONTRACTOR**  
Antonio Assenza, Pres.  
ADDRESS  
4150 N. Powerline Rd  
Pompano Beach, Fl. 33073  
DATE 9/7/06

**OWNER**  
Tony Masilotti, Chairman  
ADDRESS  
P.O. Box 16097  
West Palm Beach, Fl. 33416  
DATE \_\_\_\_\_

*XMP*

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

ATTEST: SHARON R. BOCK,  
CLERK AND COMPTROLLER:

\_\_\_\_\_  
County Attorney

(Corporate Seal)

\_\_\_\_\_  
Deputy Clerk

**CHANGE ORDER No. 1**  
**LAKE REGION WATER TREATMENT PLANT**  
**TRANSMISSION SYSTEM**  
**PROJECT NO. WUD 03-169**

**SCOPE OF WORK**

1. Revise number and size of stainless steel (SS) butterfly valves for raw water mains. Delete in-line 30" SS valve at SR 715 sta 227+70, bid item no. 26 deduct (\$110,000.00). Delete in-line 30" SS valve at SR 715 sta 253+40 (Shown on plans but not included in the bid schedule deduct. Change size of two (2) 30" SS butterfly valves (SR 715 Sta 225+21 and Hooker Hwy Sta 24+75 add four (4) 30"x24" HDPE eccentric reducers.
2. Delete SS spool pieces on each side of the raw water main butterfly valves (BV). Change SS valve body style from lugged to wafer. Connect SS butterfly valves to HDPE pipe with HDPE butterfly valve spacers and hot-dipped galvanized bolts and nuts. Support poly-bagged SS wafer valve by demucking under valve to underlying rock or a maximum 10 ft deep and fill with gravel or 1" maximum rock compacted to minimum 98% of maximum density per ASSSHTO T-180 to the centerline of the valve and a minimum of three (3) pipe diameters on each side of the SS valve. Contractor shall be compensated additional monies if the increased quantity of demucking and rock base exceeds a total of 250 cubic yards at \$50.00 per cubic yard.
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4. Change class of ductile iron pipe:

<u>Item</u>	<u>Description</u>
35B	Change 30" DIP from CL 200 to CL 150
36B	Change 24" DIP from CL 250 to CL 200
37	Change 16" DIP from CL 350 to CL 250
38B	Change 16" DIP from CL 350 to CL 250
39B	Change 16" DIP from CL 350 to CL 250

5. Bid Item No. 48 change 16" HDPE pipe installation from directional drill to open-cut with installing 30 linear feet of 30" CMP culvert and filling existing open ditch for 16" water main installation and two (2) existing 8" pipes (Instructions to Bidders paragraph 10.0 - Cost savings Incentive and General Conditions paragraph 74 - Cost Saving) Contractor is entitled to 50% of the savings.

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TRANSMISSION SYSTEM  
PROJECT NO. WUD 03-169**

6. Change Air Release Valves to Fire Hydrants with manual air release when flushing the hydrants.

<u>Sheet</u>	<u>Sta</u>	<u>Pipe Diameter</u>	<u>Air Release Valve</u>	<u>Fire Hydrant</u>	<u>Fittings Weight, incl. restraints at fittings (lbs)</u>
				No Adjacent to another fire hydrant	
2	10+96	16	Delete		0
3	33+33	16	Delete	Add	353
8	3+05	16	Delete	Add	353
10	54+32	16	Delete	Add	353
12	19+90	16	Delete	Add	353
14	57+11	16	ARV to Remain	No	0
				No Adjacent to another fire hydrant	
15	62+52	24	Delete		0
19	148+58	30	Delete	Add	2009
23	226+63	30	Delete	Add	2009
23	228+95	30	ARV to Remain	No - RWM	0
25	253+92	16	Delete	Add	353
28	309+41	16	Delete	Add	353
28	309+47	16	ARV to Remain	No -RWM	0
30	347+60	16	Delete	Add	353
30	361+76	16	Delete	Add	353
31	375+96	16	Delete	Add	353
32	396+28	16	Delete	Add	353
34	421+22	16	Delete	Add	353
36	456+22	16	Delete	Add	353
38	499+21	16	Delete	Add	353
39	215+37	16	ARV to Remain	No - Canal	0
41	258+00	16	ARV to Remain	No- Canal	0
42	268+48	16	Delete	Add	353
42	271+50	16	Delete	Add	353
46	325+77	16	Delete	Add	<u>353</u>
				<b>TOTAL</b>	<b>9666</b>

7. Bid item No. 71 Lime Rock Driveway or Roadway Restoration reduce quantity from 20,000 SY to 12,000 SY as rock roadway is not required along the north side of the East Beach Water Control District Canal No. 1 on sheets 38 to 42. Add item for fill material (truck measure) in case in-situ soils are not suitable for backfilling purposes.
8. Add payment item 78 A for Hydro-seeding in the cost of \$2.90 per SY. FDOT may allow Hydro-seeding to be utilized for restoration in lieu of Bahia sod.

**CHANGE ORDER No. 1  
LAKE REGION WATER TREATMENT PLANT  
TRANSMISSION SYSTEM  
PROJECT NO. WUD 03-169**

9. Delete Contractor purchase of the following materials and equipment that will be furnished by the Owner per the Special Conditions, Sale and Use Tax Exemption for County-Furnished Materials, as listed on the attached documents from the GlobeTec Construction LLC. Purchase of the equipment and materials by the County will result in savings of the Florida State Sales tax. Except as provided in this Change Order, the Contractor shall provide insurance coverage as stated in the original contract. The Change Order deducts 1.06 plus times the value of the materials and equipment to be purchased by the County plus the first \$5,000.00 of the purchase price times an additional ½-cent sales tax rate for each of the two (2) purchase orders which equals \$3,829,691.36. Contractor will act as the County's agent in performing the services required by the Special Conditions.

PO No.	Supplier	Description of Material	Material Price	Sales Tax	Total
1	Corcel	HDPE, valves, Meters, Aerial Crossings, MJ Restrainers	\$533,055.90	\$32,008.35	\$565,064.25
2	Ferguson	Pipe, Fittings	\$3,079,813.31	\$184,813.80	\$3,264,627.11
		Totals	\$3,612,869.21	\$216,822.15	\$3,829,691.36

**CHANGE ORDER No. 1  
LAKE REGION WATER TREATMENT PLANT  
TRANSMISSION SYSTEM  
PROJECT NO. WUD 03-169**

**COST SUMMARY**

<b><u>C.O. #</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>ADDITIONS</u></b>	<b><u>(DELETIONS)</u></b>	<b><u>NET CHANGE</u></b>
1	Cost Savings, Deduction of Materials and equipment.	\$0	< <u>4,663,128.08</u> >	< <u>4,663,128.08</u> >

CHANGE ORDER No. 1  
LAKE REGION WATER TREATMENT PLANT  
TRANSMISSION SYSTEM  
PROJECT NO. WUD 03-169

OWNER INITIATED

QUANTITY OVERRUNS/UNDERRUNS

DIFFERING SITE CONDITIONS

REQUEST BY ANOTHER AGENCY

ZONING/CODE/ORDINANCE CHANGES

ERRORS/OMISSIONS IN DESIGN

Reimbursable

Non-Reimbursable

**CHANGE ORDER No. 1  
LAKE REGION WATER TREATMENT PLANT  
TRANSMISSION SYSTEM  
PROJECT NO. WUD 03-169**

**SCHEDULE 1**

**PARTICIPATION OF SBE/MWBE CONTRACTORS**

PROJECT NAME: Lake Region Water Treatment Plant Transmission System

PROJECT NO. WUD 03-169

NAME OF PRIME CONTRACTOR: Globetec Construction LLC

CHANGE ORDER NO. 1

CONTACT PERSON: Antonio Assenza, President PHONE NO: 954-590-3305 FAX NO: 954-590-3307

CONTRACT DATE: September 12, 2006

DEPARTMENT: Water Utilities

Name, Address and Phone Number of M/WBE	Type of Work To Be Performed	Contract Amount			
		Black	Hispanic	Women	Other(Please Specify)
1. Southern Transportation		\$885,000.00	\$	\$	\$ 0
2. MCO Construction		\$940,000.00	\$	\$	\$ 0
3. Corcel Corporation		\$	\$319,834.00	\$	\$ 0
4.		\$	\$	\$	\$ 0
5.		\$	\$	\$	\$ 0
TOTALS		\$1,825,000.00	\$319,834.00	\$ 0	\$ 0

PRIME CONTRACTOR TO COMPLETE:

ORIGINAL CONTRACT PRICE: \$14,790,815.00 ORIGINAL PARTICIPATION: \$2,248,000.00 % PARTICIPATION: 15.19%

ADJUSTED CONTRACT PRICE: \$10,127,686.92 ADJUSTED PARTICIPATION: \$2,144,834.00 % PARTICIPATION: 21.17%

\* Change Order #1 related to the Sales Tax Recovery Program does not change SBE/M/BE participation.

**PBCWUD**

Lake Region WTP Transmission Sytem

Butterfly Valves at Raw Water Main System  
 Item # 2

		Unit	Ext. Amount
5	<u>24" BFV Changes</u>	16050	80250

<b>Description</b>		<b>Amount</b>
24" BFV SS Lugged Style w/ SS Spool Pieces		35300
24" BFV SS Wafer Style w/ HDPE Adpaters		<u>16600</u>
Difference :		18700
Less Additional 24" HDPE Fusion (Two per Valve) :		900
Less 35 CY of Demucking :		350
Less 35 CY of Imported rock base (Compacted) :		<u>1400</u>
		<u>16050</u>

		Unit	Ext. Amount
1	<u>20" BFV Changes</u>	13700	13700

<b>Description</b>		<b>Amount</b>
20" BFV SS Lugged Style w/ SS Spool Pieces		26700
20" BFV SS Wafer Style w/ HDPE Adpaters		<u>10800</u>
Difference :		15900
Less Additional 20" HDPE Fusion (Two per Valve) :		700
Less 30 CY of Demucking :		300
Less 30 CY of Imported rock base (Compacted) :		<u>1200</u>
		<u>13700</u>

		Unit	Ext. Amount
1	<u>16" BFV Changes</u>	12800	12800

<b>Description</b>		<b>Amount</b>
16" BFV SS Lugged Style w/ SS Spool Pieces		21200
16" BFV SS Wafer Style w/ HDPE Adpaters		<u>6700</u>
SubTotal :		14500
Less Additional 16" HDPE Fusion (Two per Valve) :		450
Less 25 CY of Demucking :		250
Less 25 CY of Imported rock base (Compacted) :		<u>1000</u>
Total Deduct :		12800

		Unit	Ext. Amount
1	<u>12" BFV Changes</u>	4550	4550

<b>Description</b>		<b>Amount</b>
12" BFV SS Lugged Style w/ SS Spool Pieces		9900
12" BFV SS Wafer Style w/ HDPE Adpaters		<u>4000</u>
SubTotal :		5900
Less Additional 12" HDPE Fusion (Two per Valve) :		350
Less 20 CY of Demucking :		200
Less 20 CY of Imported rock base (Compacted) :		<u>800</u>
		<u>4550</u>

GRAND TOTAL : 111300

# CORCEL CORP.

2461 NW 23 Street, Miami, FL 33142  
 FAX 305-636-1897 WEB: corcelcorp.com

Boca Raton  
561-347-7780

*Item 2 (continued)*

Miami (305)636-1118

## QUOTATION

Description	Quantity	Net Price	Unit	Total
LAKE REGION WTP				
TRANSMISSION SYSTEM				
PALM BEACH COUNTY				
RAW WATER MAIN - BFV CHANGES				
24" Butterfly Valve SS - Lugged Style w/ SS Spool Pieces				
24 SS TEF 150# LUG HP BFV GO w/ SS Spools	1	35300	EA	35300
24" Butterfly Valve SS - Wafer Style w/ HDPE Adapters				
24 SS TEF 300# WAF HP BFV GO	1	14198.53	EA	14198.53
24 IPS SDR11 HDPE BF FLG ADPT	2	752.81	EA	1505.62
				15704.15
<i>24 HDG BOLTS/NUTS &amp; ACC. SET</i>	<i>1</i>		<i>LS</i>	<i>896</i>
20" Butterfly Valve SS - Lugged Style w/ SS Spool Pieces				
20 SS TEF 150# LUG HP BFV GO w/ SS Spools	1	26700	EA	26700
20" Butterfly Valve SS - Wafer Style w/ HDPE Adapters				
20 SS TEF 300# WAF HP BFV GO	1	9088.34	EA	9088.34
20 IPS SDR11 HDPE BF FLG ADPT	2	659.84	EA	1319.68
				10408.02
<i>20 HDG BOLTS/NUTS &amp; ACC. SET</i>	<i>1</i>		<i>LS</i>	<i>392</i>
16" Butterfly Valve SS - Lugged Style w/ SS Spool Pieces				
16 SS TEF 150# LUG HP BFV GO w/ SS Spools	1	26700	EA	26700
16" Butterfly Valve SS - Wafer Style w/ HDPE Adapters				
16 SS TEF 300# WAF HP BFV GO	1	5660.28	EA	5660.28
16 IPS SDR11 HDPE BF FLG ADPT	2	340.3	EA	680.6
				6340.88
<i>16 HDG BOLTS/NUTS &amp; ACC. SET</i>	<i>1</i>		<i>LS</i>	<i>360</i>
12" Butterfly Valve SS - Lugged Style w/ SS Spool Pieces				
12 SS TEF 150# LUG HP BFV GO w/ SS Spools	1	9900	EA	9900
12" Butterfly Valve SS - Wafer Style w/ HDPE Adapters				
12 SS TEF 300# WAF HP BFV GO	1	3417.8	EA	3417.8
12 IPS SDR11 HDPE BF FLG ADPT	2	200.9	EA	401.8
				3819.6
<i>12 HDG BOLTS/NUTS &amp; ACC. SET</i>	<i>1</i>		<i>LS</i>	<i>180</i>

} \$16,600

} \$10,800

} \$6,700

} \$4,000

GlobeTec Construction  
4774 N. Powerline Rd.  
Deerfield Beach, FL 33073

**Palm Beach County - Water Utilities Department**  
**Lake Region WTP Transmission System**

Bid Item # 33 - 30 RWM Dir. Drill - Change To Open Cut.

Value Engineering Proposal - Item # 3

<u>Description</u>	<u>QTY</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
Pipe Crew	10	Days	8000	80000
Shoring	1	LS	13000	13000
Dewatering	1	LS	10000	10000
Miscellaneous	1	LS	5000	5000
			<b>Total Cost :</b>	<b>108000</b>
			<b>Less Original Amount - Bid Item # 33 :</b>	<b>260000</b>
			<b>Total Savings :</b>	<b>-152000</b>
			<b>50% VE Savings to PBC :</b>	<b>76000</b>

**Note :**

1.- All HDPE Materials to be furnished by PBC.

Sep. 6. 2006 2:19PM Ferguson Waterworks

No. 7174 P. 1

a **WOLSELEY** company

Ferguson Enterprises, Inc.  
10810 S.W. 184th St.  
Miami, FL 33157-8737  
Phone: (786) 673-7140  
Fax: (305) 969-0361

ITEM #4

[www.ferguson.com](http://www.ferguson.com)

Jorge Fonte  
Globetec Construction

Re: Lake Region Raw Water Mains  
Palm Beach County  
"Revised prices"

Per your request, we are offering minimum pressure class ductile iron in lieu of the pipe specified for this project. The following may be applied for a cost savings to Palm Beach County:

30" FR RJ pipe, cement lined, asphalt coat, PC 150 in lieu of PC 200 at \$82.61/ft, a \$5.14/ft savings

24" FR RJ pipe, cement lined, asphalt coat, PC 200 in lieu of PC 250 at \$63.31/ft, a \$3.75/ft savings

16" FST push on pipe, cement lined, asphalt coat, PC 250 in lieu of PC 350 at \$27.21/ft, a \$2.15/ft savings

The restrained joint adders for FlexRing and FastGrip remain unchanged.

Sincerely yours,

A handwritten signature in cursive script that reads 'Hank Carroll'.

Hank Carroll

*We Help Build America.*

9/6/2006

GlobeTec Construction  
4774 N. Powerline Rd.  
Deerfield Beach, FL 33073

**Palm Beach County - Water Utilities Department**  
Lake Region WTP Transmission Sytem

Bid Item # 48 - 16" RWM Dir. Drill - Change To Open Cut.

Value Engineering Proposal - Item # 5

<u>Description</u>	<u>QTY</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
Pipe Crew	4	Days	7000	28000
Shoring	1	LS	5000	5000
Dewatering	1	LS	4000	4000
Demucking & Imported Fill	120	CY	50	6000
30" CMP	40	LF	31.00	1240
16" DIP R/J	140	LF	39.33	5506
16" DIP 45 bends	4	EA	472.96	1892
Miscellaneous	1	LS	2000	2000
			<b>Total Cost :</b>	<b>53638</b>
			<b>Less Original Amount - Bid Item # 48 ::</b>	<b>80000</b>
			<b>Total Savings :</b>	<b>26362</b>
			<b>50% VE Savings to PBC :</b>	<b>13181</b>

GlobeTec Construction  
4774 N. Powerline Road  
Deerfield Beach, FL 33073

**PBCWUD**

Lake Region WTP Transmission System

Fire Hydrant Assemblies in lieu of ARV Assy at Water Mains  
Item # 6

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Amount</u>
55	Offset ARV Assy	-16	EA	10000	-160000
56	In-Line ARV Assy	-1	EA	12000	-12000
58	Fire Hydrant Assembly	18	EA	3200	57600
49	6" Gate Valve Assembly	18	EA	1000	18000
80	C153 MJ DIP Fittings	4.83	Ton	6000	<u>28980</u>
				Total :	-67420

## Notes :

1.- Above change is based on assuming that there would be no additional DIP restrainers due to the incorporation of the Fire Hydrants in the system.

Project: WTP TRANSMISSION SYSTEM  
 Location: PALM BEACH COUNTY, FL  
 Bid Date: July 11, 2006, 2:00 PM

Item # 9

FERGUSON WATERWORKS

5850 Orange Drive

Davie, FL 33314

<u>Qty</u>	<u>Item Description</u>	<u>Spec</u>	<u>Unit Prc</u>	<u>Total \$</u>
<b>FINISHED WATER MAIN</b>				
<b>ITEM 35B - 30" DIP WATER MAIN</b>				
<b><u>30" WATER MAIN</u></b>				
	12887.9 FT - 30" FR PE PIPE CL-150	DCL-CTD	\$64.11	\$826,243.44
	653 EA - 30 FRE PIPE END	DCL-CTD	\$364.99	\$238,426.07
<b>ITEM 36B - 24" DIP WATER MAIN</b>				
<b><u>24" WATER MAIN</u></b>				
	1874.3 FT - 24" FR PE PIPE CL-200	DCL-CTD 1	\$47.40	\$88,840.64
	95 EA - 24 FRE PIPE END	DCL-CTD 1	\$314.22	\$29,819.48
<b>ITEM 37 - 16" DIP WATER MAIN</b>				
<b><u>16" WATER MAIN</u></b>				
	3066.4 FT - 16" FST FSTPE PIPE CL-250	DCL-CTD350	\$27.21	\$83,436.20
	3947.0 FT - 16" FST FSTPE PIPE CL-250	dcl-ctd350	\$27.21	\$107,398.21
	153 EA - 16 FSTGRP SBR GASKET	DCL-CTD350	\$141.76	\$21,689.28
<b>ITEM 38B - 16" DIP WATER MAIN</b>				
<b><u>16" WATER MAIN</u></b>				
	2845.9 FT - 16" FST FSTPE PIPE CL-250	DCL-CTD350	\$27.21	\$77,437.52
	11916.0 FT - 16" FST FSTPE PIPE CL-250	dcl-ctd350	\$27.21	\$324,234.17
	142 EA - 16 FSTGRP SBR GASKET	DCL-CTD350	\$141.76	\$20,129.92
<b>ITEM 39B - 16" DIP WATER MAIN</b>				
<b><u>16" WATER MAIN</u></b>				
	7515.6 FT - 16" FST FSTPE PIPE CL-250	DCL-CTD350	\$27.21	\$204,500.50
	34709.0 FT - 16" FST FSTPE PIPE CL-250	dcl-ctd350	\$27.21	\$944,432.37
	375 EA - 16 FSTGRP SBR GASKET	DCL-CTD350	\$141.76	\$53,160.00
<b>Sub-Total :</b>				<b>\$3,019,747.80</b>

**Project:** WTP TRANSMISSION SYSTEM  
**Location:** PALM BEACH COUNTY, FL  
**Bid Date:** July 11, 2006, 2:00 PM

*Item 9 (continued)*

FERGUSON WATERWORKS

5850 Orange Drive

Davie, FL 33314

<u>Qty</u>	<u>Item Description</u>	<u>Spec</u>	<u>Unit Prc</u>	<u>Total \$</u>
<b>ITEM 80 - DIP FITTINGS FOR WATER MAINS</b>				
1.0 EA	- 12" MJ MJ SLEEVE C153 SOLID, OA 1'0", 350 PSI	CTD-CTD	47.54	47.54
3.0 EA	- 12" MJ C153 45 BEND, ALL CENTERS 6", 350 PSI	DCL-CTD	85.35	256.04
3.0 EA	- 16"X12" MJ C153-CC REDUCER 0'5", 350 PSI	DCL-CTD	153.73	461.20
6 EA	- 16" MJ C153 22.5 BEND, ALL CENTERS 3.98", 350 PSI	DCL-CTD	211.00	1266.01
2 EA	- 16"X16"X6" MJ C153 TEE, 350 PSI	DCL-CTD	311.92	623.83
102.0 EA	- 16" MJ C153 45 BEND, ALL CENTERS 5.98", 350 PSI	DCL-CTD	207.39	21153.58
6 EA	- 16" MJ C153 90 BEND, ALL CENTERS 13", 350 PSI	DCL-CTD	274.66	1647.98
1.0 EA	- 16"X16"X8" MJ C153 TEE, 350 PSI	DCL-CTD	336.38	336.38
1 EA	- 16"X16"X12" MJ C153 TEE, 350 PSI	DCL-CTD	343.05	343.05
1 EA	- 8" MJ C153 45 BEND, ALL CENTERS 4", 350 PSI	DCL-CTD	45.31	45.31
7 EA	- 24" MJ C153 45 BEND, ALL CENTERS 9", 350 PSI	DCL-CTD	687.49	4812.46
1 EA	- 12"X6" MJ C153-CC REDUCER 1'1-3/16", 350 PSI	DCL-CTD	55.04	55.04
1.0 EA	- 30"X24" MJ C153-CC REDUCER 2'6", 250 PSI	DCL-CTD	821.49	821.49
1.0 EA	- 30"X30"X30" MJ C153 TEE, ALL CENTERS 22", 350 PSI	DCL-CTD	2192.31	2192.31
1.0 EA	- 30"X16" MJ C153-CC REDUCER, 250 PSI	DCL-CTD	690.83	690.83
1.0 EA	- 30" MJ C153 90 BEND, ALL CENTERS 22.75", 350 PSI	DCL-CTD	1732.77	1732.77
1.0 EA	- 30"X30"X16" MJ C153 TEE, 250 PSI	DCL-CTD	1683.85	1683.85
1 EA	- 30" MJPE DISHED PLUG, 250 PSI	CTD-CTD	678.04	678.04
12 EA	- 30" MJ C153 45 BEND, ALL CENTERS 10.5", 350 PSI	DCL-CTD	1453.94	17447.28
2.0 EA	- 30" MJ C153 22.5 BEND, ALL CENTERS 6.75", 350 PSI	DCL-CTD	1421.97	2843.94
1 EA	- 30" MJ MJ SLEEVE C153 SOLID, OA 2'0", 250 PSI	CTD-CTD	926.57	926.57
<b>Sub-Total :</b>				<b>60065.51</b>
<b>GRAND TOTAL :</b>				<b>\$3,079,813.31</b>

Item 9 (continued)

**CORCEL CORP.**  
 2461 NW 23 Street, Miami, FL 33142  
 FAX 305-636-1897 WEB: corcelcorp.com

Boca Raton  
 561-347-7780

Miami (305)636-1880

**QUOTATION**

Description	Quantity	Net Price	Unit	Total
LAKE REGION WTP				
TRANSMISSION SYSTEM				
PALM BEACH COUNTY				
CRAIG A SMITH & ASSOCIATES				
BID 7/11				
THRU ADDENDA #3				
RAW WATER MAIN				
ITEM #6 : 20" HDPE (DIPS) WM				
20X50 SDR-13.5 DIPS HDPE	20	51.25	FT	1025
ITEM #7 : 16" HDPE (DIPS) WM				
16X50 DR 13.5 DIPS HDPE	100	34.85	FT	3485
ITEM #8 : 12" HDPE (DIPS) WM				
12X50 SDR-13.5 DIPS	750	18.45	FT	13837.5
ITEM # 9 : HDPE (DIPS) DR 11 Fittings				
12 SDR 11 HDPE 90 ELL FAB 3PC	1	164	EA	164
ITEM #10				
30 SDR11 HDPE 90 ELL FAB 3PC	2	1614.38	EA	3228.76
ITEM #11				
16 SDR 11 HDPE 90 ELL FAB 3PC	3	250.1	EA	750.3
ITEM #12				
24 SDR 11 HDPE 45 ELL FAB 2PC	4	466.38	EA	1865.52
ITEM #13				

Item 9 (continued)

**CORCEL CORP.**2461 NW 23 Street, Miami, FL 33142  
FAX 305-636-1897 WEB: corcelcorp.comBoca Raton  
561-347-7780

Miami (305)636-1880

**QUOTATION**

Description	Quantity	Net Price	Unit	Total
30 SDR11 HDPE 45 ELL FAB 2PC	4	963.5	EA	3854
ITEM #14				
30 SDR11 HDPE 22-1/2 ELL FAB	4	680.6	EA	2722.4
ITEM #15				
24 IPS SDR11 HDPE 22-1/2 ELL FAB	4	331.08	EA	1324.32
ITEM #16				
12 SDR 11 HDPE 45 ELL FAB 2PC	8	104.55	EA	836.4
ITEM #17				
30X24 DR-11 HDPE RED	2	1366.33	EA	2732.66
ITEM #18				
24X20 DR-11 HDPE RED	1	809.75	EA	809.75
ITEM #19				
20X18 IPS SDR11 HDPE BF SWAGE RED	1	669.33	EA	669.33
ITEM #20				
18X16 IPS SDR11 HDPE BF SWAGE RED	1	528.9	EA	528.9
ITEM #21				
16X12 IPS SDR11 HDPE RED FAB	1	463.3	EA	463.3
ITEM #22				
30X12 DR-11 HDPE TEE	4	1503.68	EA	6014.72
ITEM #23				
24X12 DR-11 HDPE TEE	3	1075.23	EA	3225.69
ITEM #24				
20X12 DR-11 HDPE TEE	1	910.2	EA	910.2

Item 9 (Continued)

**CORCEL CORP.**  
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Boca Raton  
 561-347-7780

Miami (305)636-1880

**QUOTATION**

Description	Quantity	Net Price	Unit	Total
ITEM #25				
16X12 DR-11 HDPE TEE	1	638.58	EA	638.58
ITEM #27 : 24" Butterfly Valve SS - Wafer Style				
24 SS SS TEF 300# WAF HP BFV GO	5	14198.53	EA	70992.65
24 IPS SDR11 HDPE BF FLG ADPT	10	752.81	EA	7528.1
ITEM #28 : 20" Butterfly Valve SS - Wafer Style				
20 SS SS TEF 300# WAF HP BFV GO	1	9088.34	EA	9088.34
20 IPS SDR11 HDPE BF FLG ADPT	2	659.84	EA	1319.68
ITEM #29 : 16" Butterfly Valve SS - Wafer Style				
16 SS SS TEF 150# LUG HP BFV GO	1	5660.28	EA	5660.28
16 IPS SDR11 HDPE BF FLG ADPT	2	340.3	EA	680.6
ITEM #30 : 12" Butterfly Valve SS - Wafer Style				
12 SS SS TEF 300# WAF HP BFV GO	1	3417.8	EA	3417.8
12 DIPS SDR11 HDPE BF FLG ADPT MLD	2	200.9	EA	401.8
FINISHED WATER				
ITEM #40 : 8" Master Water Meter Assembly				
8 FLG RW DI OS&Y GATE VLV	3	855.88	EA	2567.64
8 TURBO II BRZ WTR MTR USG	1	9191.18	EA	9191.18
PRICE INC. TRANSMITTER				
8 PRESSURE REGULATING VLV	1	4858.5	EA	4858.5
1 AIR RELEASE VLV	1	569.9	EA	569.9
PER NEW PBC DETAIL				

Item 9 (Continued)

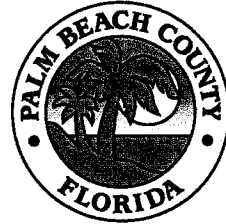
**CORCEL CORP.**2461 NW 23 Street, Miami, FL 33142  
FAX 305-636-1897 WEB: corcelcorp.com

Miami (305)636-1880

Boca Raton  
561-347-7780**QUOTATION**

Description	Quantity	Net Price	Unit	Total
ITEM #41 : 10" Master Water Meter Assembly				
10 FLG RW DI OS&Y OL GATE VLV	6	1257.68	EA	7546.08
16 FLG BFV	3	1277.84	EA	3833.52
10 TURBO II BRZ WTR MTR USG	3	11770.08	EA	35310.24
PRICE INC. TRANSMITTER				
10 PRESSURE REGULATING VLV	3	6289.4	EA	18868.2
1 AIR RELEASE VLV	3	569.9	EA	1709.7
PER PBC NEW DETAIL.				
ITEM #42: 16" Master Water Meter Assembly				
24 FLG BFV	1	2803.95	EA	2803.95
16 FLG BFV	2	1277.83	EA	2555.66
16 TURBO II BRZ WTR MTR USG	1	22842.13	EA	22842.13
PRICE INC. TRANSMITTER				
16 PRESSURE REGULATING VLV	1	15614.85	EA	15614.85
1 AIR RELEASE VLV	1	569.17	EA	569.17
PER PBC NEW DETAIL				
ITEM #44 : 24" WM Aerial Crossing				
SPECIAL FABRICATION	1	39252.38	EA	39252.38
COMPLETE 24" AERIAL PER DRAWING				
FORM CUSTOM FAB PER PBC SPEC				
STEEL PIPE W/ PAINT SYSTEM				
AND FAN GUARDS				
ITEM #45 : 16: WM Bridge Crossing				
SPECIAL FABRICATION	1	25129.93	EA	25129.93
COMPLETE 16" AERIAL PER DRAWING				
FROM CUSTOM FAB PER PBC SPEC				
STEEL PIPE W/ PAINT SYSTEM				
PIPE HANGERS, NO ANCHORS				
ITEM #49 : 6" Gate Valve				
6 MJ RW DI OL GATE VLV L/A	22	404.88	EA	8907.36
ITEM #50 : 12" MJ Butterfly Valve				
12 MJ BFV W/A	1	773.88	EA	773.88





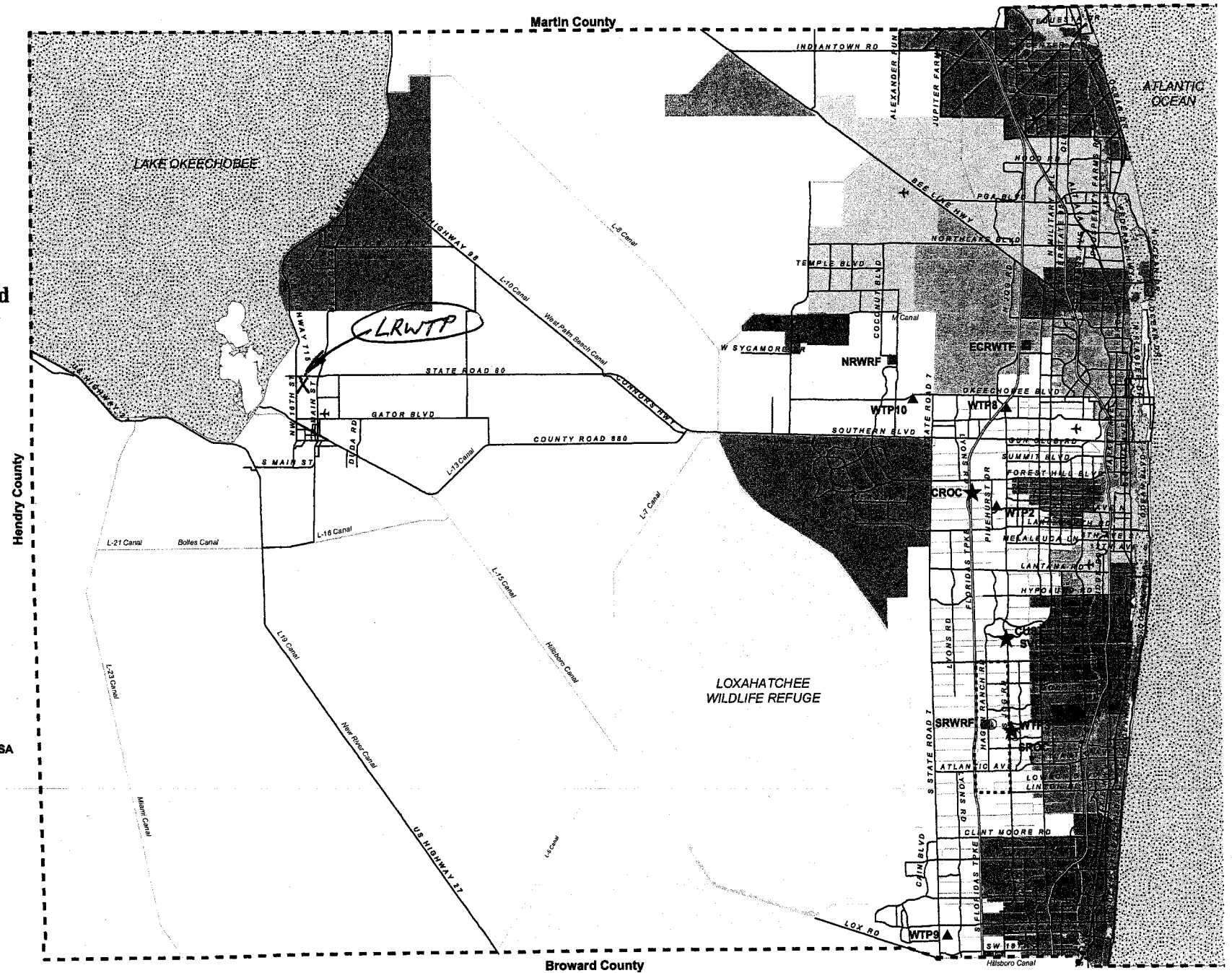
**Palm Beach County  
Water Utilities  
Department  
Service Area (SA) and  
Major Facilities**

**Legend**

- P.B.C.W.U.D. SA
- MANDATORY RECLAIMED SA
- - - Palm Beach County Limits
- ★ Administration
- Water Reclamation Facility
- ▲ Water Treatment Facility
- ⊙ Wetlands



NOT TO SCALE



# Palm Beach County Sales Tax Recovery Program

Project No. 03-169 - LAKE REGION WATER TREATMENT PLANT TRANSMISSION SYSTEM

Contractor - GlobeTec Construction LLC

Supplier	Description of Material	Material Price	Sales Tax	Total
Corcel	HDPE, valves, meters, Aerial Crossing, MJ Restrainers	\$ 533,055.90	\$ 32,008.35	\$ 565,064.25
Ferguson Waterworks, Inc.	Pipe, Fittings	\$ 3,079,813.31	\$ 184,813.80	\$ 3,264,627.11
	<b>Totals</b>	\$ 3,612,869.21	\$ 216,822.15	\$ 3,829,691.36

9/13/2006



**WATER UTILITIES DEPARTMENT  
INTEROFFICE MEMORANDUM**

---

DATE: September 8, 2006

TO: Jim Mize, Chief Assistant County Attorney

FROM: Steve McGrew, P.E. through  
Brian Shields, P.E., Director of Engineering  
Water Utilities Department

RE: Lake Region Water Treatment Plant Transmission System  
Sales Tax Recovery on Owner Furnished Material  
Attorney Approval Form - Purchase Order No. WUD 03-169 - 20

---

**MEMO:**

The attached submittal includes the necessary paperwork to process a purchase order for tangible personal property to be provided to the contractor as "government furnished equipment" under the Tax Recovery Program.

Please review the package including the terms and conditions and verify that the purchase complies with the rules governing this program. Your signature below will serve as the Assistant County Attorney's Approval as required by the Purchasing Department.

Should you have any questions, please call Steve McGrew at 493-6110.

Please Check One:

\_\_\_\_\_ Approved, and package:  
forwarded to WUD Procurement (Attn: Vernetha Green, 493-6240 - Fax)  
Copy to Water Utilities (Attn: Steve McGrew, 493-6113 - Fax)

\_\_\_\_\_ Returned to Water Utilities with comments (WUD - Attn: Steve McGrew, 493-6110)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

c: Brian Shields  
File 03-169- 20

**Purchase Requisition Request Form**  
 Lake Region Water Treatment Plant Transmission System  
 Project No. WUD 03-169  
 Palm Beach County, Florida

**Invoicing address:**  
 Palm Beach County Water Utilities  
 8100 Forest Hill Blvd.  
 West Palm Beach, FL 33413  
 ATTN: Michael Gleman

**ATTACHMENT B**

Per Palm Beach County  
 PO # PBC 03-169 - 20

**Issued To:**  
 Corcel Corporation  
 2461 NW 23rd Street  
 Miami, FL 33142  
 561/347-7780 or 305/636-1880

**Delivery Address:**  
 GlobeTec Construction LLC  
 State Road 715 & SR 80 and various roadways  
 Belle Glade, FL  
**Call for delivery instruction: 954/590-3305 - Jorge Fonte**

Date	Project No.	Delivery Date	Ship via	F.O.B.	Terms
9/8/2006	WUD 03-169	As ordered by GlobeTec Construction LLC	VENDOR	Project Site	Net 30

In the event of a conflict between the elements of this Purchase Order, the descending order of enforcement precedence shall be: 1. the Purchase Order, 2. Attachment A and 3. this Attachment B. Invalidation of terms of any portion of this agreement by a terms of higher precedence will be done without invalidating the remaining terms and conditions.

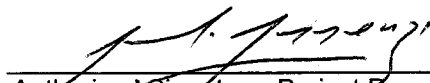
**Attachments:**

1. Palm Beach County Purchase Order #03-169 - 20
2. Attachment A is included by reference and provides Palm Beach County Terms and Conditions applicable to this Purchase Order.
3. Attachment B, this Purchase Requisition Request Form with attachments, is included by reference and provides a description of materials and equipment as required and provides applicable terms and conditions.

**Notes:**

1. Contract Schedule: Schedule Shipment as coordinated by GlobeTec Construction LLC. Submit a minimum of ten copies of shop drawings for approval.
2. Vendor shall sign a duplicate copy of the Purchase Order to acknowledge the receipt of this order, acceptance of of all Terms and Conditions and return to the Water Utilities Department, Attn: Procurement Manager, 8100 Forest Hill Blvd., WPB, FL 33413
3. This Purchase Order confirms acceptance of WUD 03-169 - 20
4. Materials for FOB jobsite.
5. All shipments must be labeled "County Furnished material for Project No. WUD 03-169 - 20"
6. Materials shall be complete and in strict accordance with Plans and Specifications prepared by CDM for Lake Region Water Treatment Plant Transmission System (WUD 03-169) including Addendum No. 1-3
7. All deliveries must be scheduled 24 hours in advance. Receiving hours are Monday - Friday (excluding County Hollidays) 7:30 AM - 3:00 PM

Quantity	Description	Unit Cost	Total
See Attachment	See Attachment	See Attachment	\$533,055.90
		S&H	Included
		SubTotal	\$533,055.90
		Sales Tax Rate	Exempt
		Sales Tax	0.00
		<b>Total Due</b>	<b>\$533,055.90</b>

  
 Authorized Signature: Project Representative  
 Antonio Assenza, President

**CORCEL CORP.**

2461 NW 23 Street, Miami, FL 33142  
 FAX 305-636-1897 WEB: corcelcorp.com

Boca Raton  
 561-347-7780

Miami (305)636-1880

**QUOTATION**

Description	Quantity	Net Price	Unit	Total
LAKE REGION WTP				
TRANSMISSION SYSTEM				
PALM BEACH COUNTY				
CRAIG A SMITH & ASSOCIATES				
BID 7/11				
THRU ADDENDA #3				
RAW WATER MAIN				
ITEM #6 : 20" HDPE (DIPS) WM				
20X50 SDR-13.5 DIPS HDPE	20	51.25	FT	1025
ITEM #7 : 16" HDPE (DIPS) WM				
16X50 DR 13.5 DIPS HDPE	100	34.85	FT	3485
ITEM #8 : 12" HDPE (DIPS) WM				
12X50 SDR-13.5 DIPS	750	18.45	FT	13837.5
ITEM # 9 : HDPE (DIPS) DR 11 Fittings				
12 SDR 11 HDPE 90 ELL FAB 3PC	1	164	EA	164
ITEM #10				
30 SDR11 HDPE 90 ELL FAB 3PC	2	1614.38	EA	3228.76
ITEM #11				
16 SDR 11 HDPE 90 ELL FAB 3PC	3	250.1	EA	750.3
ITEM #12				
24 SDR 11 HDPE 45 ELL FAB 2PC	4	466.38	EA	1865.52
ITEM #13				

**CORCEL CORP.**2461 NW 23 Street, Miami, FL 33142  
FAX 305-636-1897 WEB: corcelcorp.comBoca Raton  
561-347-7780

Miami (305)636-1880

**QUOTATION**

Description	Quantity	Net Price	Unit	Total
30 SDR11 HDPE 45 ELL FAB 2PC	4	963.5	EA	3854
ITEM #14				
30 SDR11 HDPE 22-1/2 ELL FAB	4	680.6	EA	2722.4
ITEM #15				
24 IPS SDR11 HDPE 22-1/2 ELL FAB	4	331.08	EA	1324.32
ITEM #16				
12 SDR 11 HDPE 45 ELL FAB 2PC	8	104.55	EA	836.4
ITEM #17				
30X24 DR-11 HDPE RED	2	1366.33	EA	2732.66
ITEM #18				
24X20 DR-11 HDPE RED	1	809.75	EA	809.75
ITEM #19				
20X18 IPS SDR11 HDPE BF SWAGE RED	1	669.33	EA	669.33
ITEM #20				
18X16 IPS SDR11 HDPE BF SWAGE RED	1	528.9	EA	528.9
ITEM #21				
16X12 IPS SDR11 HDPE RED FAB	1	463.3	EA	463.3
ITEM #22				
30X12 DR-11 HDPE TEE	4	1503.68	EA	6014.72
ITEM #23				
24X12 DR-11 HDPE TEE	3	1075.23	EA	3225.69
ITEM #24				
20X12 DR-11 HDPE TEE	1	910.2	EA	910.2

**CORCEL CORP.**  
 2461 NW 23 Street, Miami, FL 33142  
 FAX 305-636-1897 WEB: corcelcorp.com

Boca Raton  
 561-347-7780

Miami (305)636-1880

**QUOTATION**

Description	Quantity	Net Price	Unit	Total
ITEM #25				
16X12 DR-11 HDPE TEE	1	638.58	EA	638.58
ITEM #27 : 24" Butterfly Valve SS - Wafer Style				
24 SS SS TEF 300# WAF HP BFV GO	5	14198.53	EA	70992.65
24 IPS SDR11 HDPE BF FLG ADPT	10	752.81	EA	7528.1
ITEM #28 : 20" Butterfly Valve SS - Wafer Style				
20 SS SS TEF 300# WAF HP BFV GO	1	9088.34	EA	9088.34
20 IPS SDR11 HDPE BF FLG ADPT	2	659.84	EA	1319.68
ITEM #29 : 16" Butterfly Valve SS - Wafer Style				
16 SS SS TEF 150# LUG HP BFV GO	1	5660.28	EA	5660.28
16 IPS SDR11 HDPE BF FLG ADPT	2	340.3	EA	680.6
ITEM #30 : 12" Butterfly Valve SS - Wafer Style				
12 SS SS TEF 300# WAF HP BFV GO	1	3417.8	EA	3417.8
12 DI PS SDR11 HDPE BF FLG ADPT MLD	2	200.9	EA	401.8
FINISHED WATER				
ITEM #40 : 8" Master Water Meter Assembly				
8 FLG RW DI OS&Y GATE VLV	3	855.88	EA	2567.64
8 TURBO II BRZ WTR MTR USG	1	9191.18	EA	9191.18
PRICE INC. TRANSMITTER				
8 PRESSURE REGULATING VLV	1	4858.5	EA	4858.5
1 AIR RELEASE VLV	1	569.9	EA	* 569.9
PER NEW PBC DETAIL				

**CORCEL CORP.**

2461 NW 23 Street, Miami, FL 33142  
 FAX 305-636-1897 WEB: corcelcorp.com

Boca Raton  
 561-347-7780

Miami (305)636-1880

**QUOTATION**

Description	Quantity	Net Price	Unit	Total
ITEM #41 : 10" Master Water Meter Assembly				
10 FLG RW DI OS&Y OL GATE VLV	6	1257.68	EA	7546.08
16 FLG BFV	3	1277.84	EA	3833.52
10 TURBO II BRZ WTR MTR USG	3	11770.08	EA	35310.24
PRICE INC. TRANSMITTER				
10 PRESSURE REGULATING VLV	3	6289.4	EA	18868.2
1 AIR RELEASE VLV	3	569.9	EA	1709.7
PER PBC NEW DETAIL				
ITEM #42: 16" Master Water Meter Assembly				
24 FLG BFV	1	2803.95	EA	2803.95
16 FLG BFV	2	1277.83	EA	2555.66
16 TURBO II BRZ WTR MTR USG	1	22842.13	EA	22842.13
PRICE INC. TRANSMITTER				
16 PRESSURE REGULATING VLV	1	15614.85	EA	15614.85
1 AIR RELEASE VLV	1	569.17	EA	569.17
PER PBC NEW DETAIL				
ITEM #44 : 24" WM Aerial Crossing				
SPECIAL FABRICATION	1	39252.38	EA	39252.38
COMPLETE 24" AERIAL PER DRAWING				
FORM CUSTOM FAB PER PBC SPEC				
STEEL PIPE W/ PAINT SYSTEM				
AND FAN GUARDS				
ITEM #45 : 16: WM Bridge Crossing				
SPECIAL FABRICATION	1	25129.93	EA	25129.93
COMPLETE 16" AERIAL PER DRAWING				
FROM CUSTOM FAB PER PBC SPEC				
STEEL PIPE W/ PAINT SYSTEM				
PIPE HANGERS, NO ANCHORS				
ITEM #49 : 6" Gate Valve				
6 MJ RW DI OL GATE VLV L/A	22	404.88	EA	8907.36
ITEM #50 : 12" MJ Butterfly Valve				
12 MJ BFV W/A	1	773.88	EA	773.88



**PALM BEACH COUNTY**  
**TERMS AND CONDITIONS**  
**Attachment A**

The following Terms and Conditions are applicable to this order entered into by and between Palm Beach County (referred to as Buyer) and Vendor (referred to as Seller).

**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.

**ANTI-DISCRIMINATION**

Sellers doing business with the County are prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation with regard to but not limited to the following employment practices, rates of pay or other compensation methods, and training selection.

**ASSIGNMENTS**

Any assignment of this order, performance of work hereunder, in whole or in part, or monies due or to become due hereunder, shall be void unless consented to by Buyer in writing and Buyer shall have no obligations to any assignee of Seller under any assignment not consented to in writing by Buyer.

**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 the seller responsible for any excess costs occasioned thereby.

**DELIVERIES**

Deliveries are to be made during hours 8:30 a.m. to 4:30 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 re-delivery, storage, or handling charges.

**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 interest of the County and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order.

**F.O.B.**

In those cases where prices stated are not F.O.B. Destination, Seller is required to prepay charges and list on invoices.

**INDEMNIFICATION**

To the extent authorized by law, Seller shall indemnify, save and hold harmless Palm Beach County, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Seller, or its employees, agents, subcontractors of assignees pursuant to the terms of this order.

**INSPECTION**

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the County. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

**INVOICING**

Seller must render original invoice to the Palm Beach County Finance Department, P.O. Box 4036, West Palm Beach, Florida 33402-4036.

**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 Palm Beach County, its employees and agents from liability for infringement of any United States patent, trademark or copyright trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

MODIFICATIONS

No modifications of this order shall be binding upon Buyer unless approved by an authorized representative of Buyer's Purchasing Office.

OCCUPATIONAL SAFETY AND HEALTH

Seller compliance required under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Material Safety Data Sheet (MSDS).

ORDER NUMBER

Order Number must appear on all invoices, packing slips, shipping notices, freight bills, and correspondence concerning this order.

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.

PERFORMANCE DURING EMERGENCY

By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Palm Beach County during and after the emergency/disaster at the terms, conditions, and prices as provided in this solicitation, and with a priority above, a preference over, sales to the private sector. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority/preference during and after an emergency/disaster shall constitute breach of contract and make the bidder subject to sanctions from further business with the County.

PUBLICITY

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

QUANTITIES

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

REPRESENTATIVES

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

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly authorized Palm Beach County order.

TAX

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

TERMINATION

Buyer 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 of proceeding commenced by or against Seller under any State or Federal law relating to bankruptcy, arrangement, 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 County. Seller will be liable for excess cost of re-procurement.

TERMS

By accepting this order, the Seller agrees that payment terms shall be in accord with the Florida Prompt Payment Act, Florida Statute 218.70, *et seq.*

UNACCEPTABLE TERMS

No provision of Vendor's agreement to supply the ordered goods, equipment, or materials shall in any way limit Vendor's liability for damages caused by defects in the materials incorporated in, nor the design or manufacture of, Vendor's equipment, goods, or materials. Vendor's agreement shall not include any provision requiring Palm Beach County to pay Vendor's attorney's fees in any dispute or claim arising out of this purchase order.

UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Seller and County for any terms and conditions not specifically stated in this order.

VENUE

Any and all legal actions arising from or necessary to enforce this contract will be held in Palm Beach County, and the service of process and interpretation of contractual obligation shall be in accordance with the laws of the State of Florida.

WARRANTY

Vendor acknowledges that the materials being ordered are for incorporation into a construction project being built by Palm Beach County pursuant to a contract with a construction contractor. Vendor agrees that it shall warrant its goods, equipment, or materials being ordered herein in compliance with Vendor's normal warranties, or in compliance with the warranty provisions of the construction contract, the terms of which are incorporated herein, whichever warranty provides the County with the greatest protection.

**END OF SECTION**



**WATER UTILITIES DEPARTMENT  
INTEROFFICE MEMORANDUM**

---

DATE: September 8, 2006

TO: Jim Mize, Chief Assistant County Attorney

FROM: Steve McGrew, P.E. through  
Brian Shields, P.E., Director of Engineering  
Water Utilities Department

RE: Lake Region Water Treatment Plant Transmission System  
Sales Tax Recovery on Owner Furnished Material  
Attorney Approval Form - Purchase Order No. WUD 03-169 - 21

---

**MEMO:**

The attached submittal includes the necessary paperwork to process a purchase order for tangible personal property to be provided to the contractor as "government furnished equipment" under the Tax Recovery Program.

Please review the package including the terms and conditions and verify that the purchase complies with the rules governing this program. Your signature below will serve as the Assistant County Attorney's Approval as required by the Purchasing Department.

Should you have any questions, please call Steve McGrew at 493-6110.

Please Check One:

\_\_\_\_\_ Approved, and package:  
forwarded to WUD Procurement (Attn: Vernetha Green, 493-6240 - Fax)  
Copy to Water Utilities (Attn: Steve McGrew, 493-6113 - Fax)

\_\_\_\_\_ Returned to Water Utilities with comments (WUD – Attn: Steve McGrew, 493-6110)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

c: Brian Shields  
File 03-169- 21

**Purchase Requisition Request Form**

Lake Region Water Treatment Plant Transmission System  
 Project No. WUD 03-169  
 Palm Beach County, Florida

**Invoicing address:**

Palm Beach County Water Utilities  
 8100 Forest Hill Blvd.  
 West Palm Beach, FL 33413  
 ATTN: Michael Gleman

**ATTACHMENT B**

Per Palm Beach County  
 PO # PBC 03-169 - 21

**Issued To:**

Ferguson Waterworks, Inc. a division of Ferguson Enterprises, Inc.  
 2361 NW 22nd Street  
 Pompano Beach, FL 33069  
 954/973-8100

**Delivery Address:**

GlobeTec Construction LLC  
 State Road 715 & SR 80 and various roadways  
 Belle Glade, FL

**Call for delivery instruction: 954/590-3305 - Jorge Fonte**

Date	Project No.	Deliverery Date	Ship via	F.O.B.	Terms
9/8/2006	WUD 03-169	As ordered by GlobeTec Construction LLC	VENDOR	Project Site	Net 30

In the event of a conflict between the elements of this Purchase Order, the descending order of enforcement precedence shall be: 1. the Purchase Order, 2. Attachment A and 3. this Attachment B. Invalidation of terms of any portion of this agreement by a terms of higher precedence will be done without invalidating the remaining terms and conditions.


**Attachments:**

1. Palm Beach County Purchase Order #03-169 - 21
2. Attachment A is included by reference and provides Palm Beach County Terms and Conditions applicable to this Purchase Order.
3. Attachment B, this Purchase Requisition Request Form with attachments, is included by reference and provides a description of materials and equipment as required and provides applicable terms and conditions.

**Notes:**

1. Contract Schedule: Schedule Shipment as coordinated by GlobeTec Construction LLC. Submit a minimum of ten copies of shop drawings for approval.
2. Vendor shall sign a duplicate copy of the Purchase Order to acknowledge the receipt of this order, acceptance of all Terms and Conditions and return to the Water Utilities Department, Attn: Procurement Manager, 8100 Forest Hill Blvd., WPB, FL 33413
3. This Purchase Order confirms acceptance of WUD 03-169 - 21
4. Materials for FOB jobsite.
5. All shipments must be labeled "County Furnished material for Project No. WUD 03-169 - 21"
6. Materials shall be complete and in strict accordance with Plans and Specifications prepared by CDM for Lake Region Water Treatment Plant Transmission System (WUD 03-169) including Addendum No. 1-3
7. All deliveries must be scheduled 24 hours in advance. Receiving hours are Monday - Friday (excluding County Hollidays) 7:30 AM - 3:00 PM

Quantity	Description	Unit Cost	Total
See Attachment	See Attachment	See Attachment	\$3,079,813.31
		S&H	Included
		SubTotal	\$3,079,813.31
		Sales Tax Rate	Exempt
		Sales Tax	0.00
		<b>Total Due</b>	<b>\$3,079,813.31</b>

  
 Authorized Signature: Project Representative  
 Antonio Assenza, President

**Project:** WTP TRANSMISSION SYSTEM  
**Location:** PALM BEACH COUNTY, FL  
**Bid Date:** July 11, 2006, 2:00 PM

FERGUSON WATERWORKS

5850 Orange Drive

Davie, FL 33314

<u>Qty</u>	<u>Item Description</u>	<u>Spec</u>	<u>Unit Prc</u>	<u>Total \$</u>
<b>FINISHED WATER MAIN</b>				
<b>ITEM 35B - 30" DIP WATER MAIN</b>				
<b><u>30" WATER MAIN</u></b>				
	12887.9 FT - 30" FR PE PIPE CL-150	DCL-CTD	\$64.11	\$826,243.44
	653 EA - 30 FRE PIPE END	DCL-CTD	\$364.99	\$238,426.07
<b>ITEM 36B - 24" DIP WATER MAIN</b>				
<b><u>24" WATER MAIN</u></b>				
	1874.3 FT - 24" FR PE PIPE CL-200	DCL-CTD 1	\$47.40	\$88,840.64
	95 EA - 24 FRE PIPE END	DCL-CTD 1	\$314.22	\$29,819.48
<b>ITEM 37 - 16" DIP WATER MAIN</b>				
<b><u>16" WATER MAIN</u></b>				
	3066.4 FT - 16" FST FSTPE PIPE CL-250	DCL-CTD350	\$27.21	\$83,436.20
	3947.0 FT - 16" FST FSTPE PIPE CL-250	dcl-ctd350	\$27.21	\$107,398.21
	153 EA - 16 FSTGRP SBR GASKET	DCL-CTD350	\$141.76	\$21,689.28
<b>ITEM 38B - 16" DIP WATER MAIN</b>				
<b><u>16" WATER MAIN</u></b>				
	2845.9 FT - 16" FST FSTPE PIPE CL-250	DCL-CTD350	\$27.21	\$77,437.52
	11916.0 FT - 16" FST FSTPE PIPE CL-250	dcl-ctd350	\$27.21	\$324,234.17
	142 EA - 16 FSTGRP SBR GASKET	DCL-CTD350	\$141.76	\$20,129.92
<b>ITEM 39B - 16" DIP WATER MAIN</b>				
<b><u>16" WATER MAIN</u></b>				
	7515.6 FT - 16" FST FSTPE PIPE CL-250	DCL-CTD350	\$27.21	\$204,500.50
	34709.0 FT - 16" FST FSTPE PIPE CL-250	dcl-ctd350	\$27.21	\$944,432.37
	375 EA - 16 FSTGRP SBR GASKET	DCL-CTD350	\$141.76	\$53,160.00
<b>Sub-Total :</b>				<b>\$3,019,747.80</b>

**Project:** WTP TRANSMISSION SYSTEM  
**Location:** PALM BEACH COUNTY, FL  
**Bid Date:** July 11, 2006, 2:00 PM

**FERGUSON WATERWORKS**

5850 Orange Drive

Davie, FL 33314

<u>Qty</u>	<u>Item Description</u>	<u>Spec</u>	<u>Unit Prc</u>	<u>Total \$</u>
<b>ITEM 80 - DIP FITTINGS FOR WATER MAINS</b>				
1.0 EA	- 12" MJ MJ SLEEVE C153 SOLID, OA 1'0", 350 PSI	CTD-CTD	47.54	47.54
3.0 EA	- 12" MJ C153 45 BEND, ALL CENTERS 6", 350 PSI	DCL-CTD	85.35	256.04
3.0 EA	- 16"X12" MJ C153-CC REDUCER 0'5", 350 PSI	DCL-CTD	153.73	461.20
6 EA	- 16" MJ C153 22.5 BEND, ALL CENTERS 3.98", 350 PSI	DCL-CTD	211.00	1266.01
2 EA	- 16"X16"X6" MJ C153 TEE, 350 PSI	DCL-CTD	311.92	623.83
102.0 EA	- 16" MJ C153 45 BEND, ALL CENTERS 5.98", 350 PSI	DCL-CTD	207.39	21153.58
6 EA	- 16" MJ C153 90 BEND, ALL CENTERS 13", 350 PSI	DCL-CTD	274.66	1647.98
1.0 EA	- 16"X16"X8" MJ C153 TEE, 350 PSI	DCL-CTD	336.38	336.38
1 EA	- 16"X16"X12" MJ C153 TEE, 350 PSI	DCL-CTD	343.05	343.05
1 EA	- 8" MJ C153 45 BEND, ALL CENTERS 4", 350 PSI	DCL-CTD	45.31	45.31
7 EA	- 24" MJ C153 45 BEND, ALL CENTERS 9", 350 PSI	DCL-CTD	687.49	4812.46
1 EA	- 12"X6" MJ C153-CC REDUCER 1'1-3/16", 350 PSI	DCL-CTD	55.04	55.04
1.0 EA	- 30"X24" MJ C153-CC REDUCER 2'6", 250 PSI	DCL-CTD	821.49	821.49
1.0 EA	- 30"X30"X30" MJ C153 TEE, ALL CENTERS 22", 350 PSI	DCL-CTD	2192.31	2192.31
1.0 EA	- 30"X16" MJ C153-CC REDUCER, 250 PSI	DCL-CTD	690.83	690.83
1.0 EA	- 30" MJ C153 90 BEND, ALL CENTERS 22.75", 350 PSI	DCL-CTD	1732.77	1732.77
1.0 EA	- 30"X30"X16" MJ C153 TEE, 250 PSI	DCL-CTD	1683.85	1683.85
1 EA	- 30" MJPE DISHED PLUG, 250 PSI	CTD-CTD	678.04	678.04
12 EA	- 30" MJ C153 45 BEND, ALL CENTERS 10.5", 350 PSI	DCL-CTD	1453.94	17447.28
2.0 EA	- 30" MJ C153 22.5 BEND, ALL CENTERS 6.75", 350 PSI	DCL-CTD	1421.97	2843.94
1 EA	- 30" MJ MJ SLEEVE C153 SOLID, OA 2'0", 250 PSI	CTD-CTD	926.57	926.57
<b>Sub-Total :</b>				<b>60065.51</b>
<b>GRAND TOTAL :</b>				<b>\$3,079,813.31</b>

**PALM BEACH COUNTY**  
**TERMS AND CONDITIONS**  
**Attachment A**

The following Terms and Conditions are applicable to this order entered into by and between Palm Beach County (referred to as Buyer) and Vendor (referred to as Seller).

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Buyer 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 of proceeding commenced by or against Seller under any State or Federal law relating to bankruptcy, arrangement, 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 County. Seller will be liable for excess cost of re-procurement.

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By accepting this order, the Seller agrees that payment terms shall be in accord with the Florida Prompt Payment Act, Florida Statute 218.70, *et seq.*

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No provision of Vendor's agreement to supply the ordered goods, equipment, or materials shall in any way limit Vendor's liability for damages caused by defects in the materials incorporated in, nor the design or manufacture of, Vendor's equipment, goods, or materials. Vendor's agreement shall not include any provision requiring Palm Beach County to pay Vendor's attorney's fees in any dispute or claim arising out of this purchase order.

UNIFORM COMMERCIAL CODE

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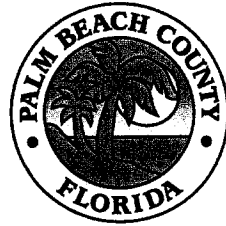
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Any and all legal actions arising from or necessary to enforce this contract will be held in Palm Beach County, and the service of process and interpretation of contractual obligation shall be in accordance with the laws of the State of Florida.

WARRANTY

Vendor acknowledges that the materials being ordered are for incorporation into a construction project being built by Palm Beach County pursuant to a contract with a construction contractor. Vendor agrees that it shall warrant its goods, equipment, or materials being ordered herein in compliance with Vendor's normal warranties, or in compliance with the warranty provisions of the construction contract, the terms of which are incorporated herein, whichever warranty provides the County with the greatest protection.

**END OF SECTION**



**Palm Beach County  
Water Utilities  
Department  
Service Area (SA) and  
Major Facilities**

**Legend**

- P.B.C.W.U.D. SA
- - - MANDATORY RECLAIMED SA
- - - Palm Beach County Limits
- ★ Administration
- Water Reclamation Facility
- ▲ Water Treatment Facility
- ⊙ Wetlands



NOT TO SCALE

