

Continues from Page 1

Background and Justification: In order to help resolve this situation, the Board of County Commissioners approved Bulk Water Service Agreements on February 3, 2004 with the cities of Belle Glade (R2004-0245), Pahokee (R2004-0246) and South Bay (R2004-0247) for the construction of a new Lake Region Water Treatment Plant and improvements to the cities existing water storage and pumping facilities. This project provides for installation of the well pumps along with modification of the existing water storage and pumping facilities to allow remote monitoring and control from the LRWTP. On August 2, 2006, two (2) bids were received. Southeast Drilling Services, Inc. submitted a bid in the amount of \$4,889,000 but did not meet the SBE goal. Poole & Kent met the SBE goal and their bid falls within the SBE ranking. The Office of Small Business Assistance, staff and consultants have reviewed the bids and recommend award to Poole and Kent Company of Florida as the lowest responsive bidder in the amount of \$5,026,000.

**LAKE REGION WATER TREATMENT PLANT
WELLFIELD IMPROVEMENTS
PROJECT NO. WUD 03-169
CHANGE ORDER NO. 1**

Contractor:
Poole and Kent Company of Florida
1781 NW North River Dr.
Miami, FL 33125

WATER UTILITIES DEPARTMENT
CONTRACT NO. R2006-_____
CONTRACT DATE: _____
BUDGET Fund#:4011-721-W026-6541
DISTRICT 6

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

3. **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 Poole & Kent Co. of Florida. and the attached scope of work, in the amount of (\$650,875.00) purchase price times the 1.06 sales tax rate plus an addition ½ cent sales tax on the first \$5,000.00 which equals **\$689,952.50**. 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 03-169 is a lump sum contract and the material quantities have been estimated by Poole & Kent Co. of Florida 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 \$689,952.50 with sales tax or \$650,875.00 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 \$650,875.00 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 \$650,875.00 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 \$39,077.50.**

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

**LAKE REGION WATER TREATMENT PLANT
WELLFIELD IMPROVEMENTS
PROJECT NO. WUD 03-169
CHANGE ORDER NO. 1**

The original Contract Sum was.....	\$5,026,000.00
Net change by previous Change Orders	\$0.00
The Contract Sum prior to this Change Order was	\$5,026,000.00
The Contract Sum will be decreased by this Change Order.....	<\$689,952.50>
The new Contract Sum including this Change Order will be	\$4,336,047.50
The Contract time will be increased by.....	(0)days
The Date of Substantial Completion including this Change Order:	<u>335 days from NTP</u>
The Date of Final Completion including this Change Order:.....	<u>365 days from NTP</u>

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.**

**Poole & Kent Co. of
Florida**

**Palm Beach County Board
of County Commissioners**

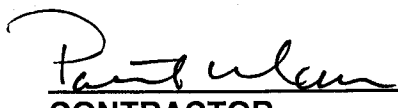


ENGINEER
Stephen McGrew, P.E.
ADDRESS
P.O. Box 16097
West Palm Beach, FL 33416

DATE 10/6/06

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


County Attorney



CONTRACTOR
Patrick Carr, Executive V.P.
ADDRESS
1781 NW North River Dr.
Miami, FL 33125

DATE 10-2-06

(Corporate Seal)

OWNER
Tony Masilotti, Chairman
ADDRESS 
P.O. Box 16097
West Palm Beach, FL 33416

DATE _____

ATTEST:
Sharon R. Bock, Clerk
and Comptroller:

Deputy Clerk

**LAKE REGION WATER TREATMENT PLANT
WELLFIELD IMPROVEMENTS
PROJECT NO. WUD 03-169
CHANGE ORDER NO. 1**

- | | |
|--|--|
| <input checked="" type="checkbox"/> OWNER INITIATED | <input type="checkbox"/> QUANTITY OVERRUNS/UNDERRUNS |
| <input type="checkbox"/> DIFFERING SITE CONDITIONS | <input type="checkbox"/> REQUEST BY ANOTHER AGENCY |
| <input type="checkbox"/> ZONING/CODE/ORDINANCE CHANGES | <input type="checkbox"/> ERRORS/OMISSIONS IN DESIGN |
| | <input type="checkbox"/> Reimbursable |
| | <input type="checkbox"/> Non-Reimbursable |

**LAKE REGION WATER TREATMENT PLANT
WELLFIELD IMPROVEMENTS
PROJECT NO. WUD 03-169
CHANGE ORDER NO. 1**

SCOPE OF WORK

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 letters from the Poole and Kent Company of Florida. 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 the one (1) purchase order which equals \$689,952.50. Contractor will act as the County's agent in performing the services required by the Special Conditions.

No.	Supplier	Description of Material	Material Price	Sales Tax	Total
1	Corcel Corp.	Pumps and motors	\$650,875.00	\$39,077.50	\$689,952.50

Purchase Requisition Request Form

Lake Region Water Treatment Plant *Wellfield Improvement*
 Project No. WUD 03-169
 Palm Beach County, Florida

Shipping Address
 39700 Hooker Highway
 Belle Glade, FL 33430
 Fax (561) 992-5406

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

ATTACHMENT B

Per Palm Beach County
 PO # PBC 03-169 -22

Issued To:

Corcel Corp
 7300 West Camino Real, #227
 Boca Raton, FL 33433
 305/636-1880

Delivery Address:

Poole and Kent Company
 ATTN: Mike Brando
 Call for delivery instruction: (561) 992-5409.

Date	Project No.	Delivery Date	Ship via	F.O.B.	Terms
9/21/2005	WUD 03-169	As ordered by Poole and Kent Company	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, and 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.

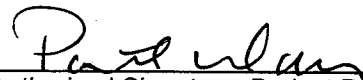
Attachments:

1. Palm Beach County Purchase Order #03-169 (Wellfield Improvements)
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 Poole and Kent Company
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 Director of Purchasing.
3. This Purchase Order confirms acceptance by Palm Beach County and your Bid to provide County Furnished Materials for project # WUD 03-169.
4. Materials are FOB jobsite.
5. All shipments must be labeled "County Furnished material for Project No. WUD 03-169 Wellfield Improvements".

Quantity	Description	Unit Cost	Total
See Attachment	See Attachment	See Attachment	
			\$ 650,875.00
		S&H	Included
		SubTotal	\$ 650,875.00
		Sales Tax Rate	Exempt
		Sales Tax	\$0.00
		Total Due	\$ 650,875.00



Authorized Signature: Project Representative
 Patrick Carr

CORCEL CORP.

2461 NW 23 Street, Miami, FL 33142
PH 305-636-1880 FAX 305-636-1897 WEB: corcelcorp.com

Boca Raton
561-347-7780

Jacksonville
904-612-8657

FAX MESSAGE

To: Poole & Kent
From: Ray Corona
Date: 8/1/06

Fax 305-325-1754

Ref: Lake Region Wellfield Improvements
Palm Beach Co. - Bid No. WUD 03-189
Bids Due: Aug. 01, 2006

Please note Total Lump Sum Price for attached quote.

Lump Sum: \$650,875.00

Good Luck,

Ray Corona

CORCEL CORP.
2461 NW 23 ST,
Miami, FL 33142
(305) 636-1880 Fax (305) 636-1897

Quotation

To: All Bidding Contractors

Date: July 31, 2006

Re: Lake Region Wellfield Improvements
Project No. WUD 03-169
Palm Beach County, FL

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 30 DAYS

- 1. Specification sections applicable to this proposal:
 - A. Section 11216 - July, 2006 - Submersible Turbine Well Pumps and Settings
 - B. Addenda received: None
- 2. Equipment and accessories included as applicable:
 - A. Flowserve Submersible Turbine Pumps and Motors - For 1460 USGPM @ 275 FT TDH - Quantity 8 (1 is a Spare) - 12ENL-6 Stages Flowserve Submersible Bowl Assemblies + Quantity 9 (2 are Spares) 150 HP, 1750 RPM, M110-880-4 Pieugar Submersible Motor, Direct Across-the-Line Starting. The pumps will be equipped with the following:
 - 1. Ni-Al-Bz Cast Bowls, Impellers and Discharge
 - 2. Cast Ni-Al-Bz Inter-Connector
 - 3. Impellers with material certification
 - 4. 416 S.S. Coupling.
 - 5. 17-4 PH Pump Shaft
 - 6. Bronze Bearings as specified, top and bottom with spiral groove.
 - 7. 316 S.S.-backed, cutlass rubber intermediate bowl bearings
 - 8. Bronze Bowl and Impeller Wear Rings
 - 9. 8" Flanged Discharge.
 - 10. 316 S.S. Impeller Collets, intake screen and bolting
 - 11. Sand collar of Noryl
 - 12. Motor leads are 4-single conductor round leads 1 x 35 mm², each 7 meters (22.96 feet) long.
 - 13. 185 FT AWG 4/0-3 w/G EPR/CPE Flat jacketed spliced to motor leads. Spare motors will not have this additional cable.
 - 14. Motor with 316SS stator/bolting, duplex shaft end, zinc free bronze encasels
 - 15. Pump Performance Test
 - 16. Hydro Static Test of Pump Bowls
 - 17. Spare Parts per Sect. 1.09A. of Specification Section 11216-4 except no gaskets required.
 - 18. Freight is FOB first destination job site.
 - 19. Seven (7) 8" APCO column check valves, all 316 S.S. with 125# flanger ends.

CORCEL CORP.
 2461 NW 23 Street
 Miami, FL 33142
 www.corcelcorp.com
 Tel: 305-636-1880 • Fax: 305-636-1897

Quotation

To: **All Bidding Contractors**

Date: **July 31, 2006**

Re: **Lake Region Wellfield Improvements
 Project No. WUD 03-169
 Palm Beach County, FL**

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 30 DAYS

III. Items not included:

- A. Field instruments or field vibration analysis.
- B. Suction or discharge piping, surface plate / discharge elbow, fittings, valves, etc.
- C. Seal water or drain accessories such as flow indicators, pressure reducing valves, solenoid valves, Y strainers, fittings or tubing.
- D. Suction or pressure gauges.
- E. VFDs, controls, MCCs, cable, conduits, etc.
- F. Standard tools, lubricants, grease fitting extensions or guns.
- G. Liquid level electrodes, signal wire and controls
- H. RTD installed in motor, RTD signal cable and controls
- I. Stainless steel lifting cable, buckle or deivs for pumps and motors
- J. Cable clamps

IV. COMMENTS AND EXCEPTIONS TO SPECIFICATION 11216

- 1.01B. Flowserve Corporation is only responsible for items included in listed on this quotation. Surface plates, check valves, cable clamps, electrical controls, etc., will not be provided by Flowserve Corporation.
- 1.01D. Power factor correction capacitors will not be provided by Flowserve Corporation.
- 1.03A. Exception-Section 16150 is not applicable to submersible motors
- 2.03C. NEMA standards do not exist for motors above 8" 3450 RPM.
- 1.03E. A flow inducer sieve is not required.
- 2.04D.1. Routine tests will be performed according to specification.
- 3.01. Preparation, 3.02 Installation, 3.03 Field Testing, 3.04 Training of personnel and 3.05 Well Chlorination will be the responsibility of the contractor. Carter & VerPlanck will be Flowserve Corporation's authorized manufacturer's representative.

V. Coordination Notes

- a. Price for all forging, FOB first destination - site... To Follow.
 Delivery: 24 Weeks after Receipt of Approved Submittals.

003/005

CORCEL CORP.
2461 NW 23 Street
Miami, FL 33142
www.corcelcorp.com
Tel: 305-636-1880 • Fax: 305-636-1897

Quotation

To: All Bidding Contractors

Date: July 31, 2006

Re: Lake Region Wellfield Improvements
Project No. WUD 03-169
Palm Beach County, FL

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 30 DAYS

Please Note:

1. We do not include sales tax, pressure gauges, anchor bolts, wire cable, conduit, piping, installation, hook-up, field testing, control panels or any other accessories or other ancillary items which are not specifically called out in this scope of supply.
2. Under no circumstances will Carter & VerPlanck, Inc. or its suppliers be liable for any incidental, consequential, liquidated, special or late delivery damages whatsoever.
3. Payment terms are 100% net 30 days from delivery with approved credit. Our prices based upon no retainage.
4. Pricing is based upon Carter & VerPlanck, Inc. and the manufacturer's Standard Terms and Conditions of Sales. Copies of these documents are attached herewith for your review and reference. No other terms or conditions of sale will apply unless accepted in writing by an officer of the company.

TERMS: 100% Net 30 days after Invoice date

QUOTATION DOES NOT INCLUDE ANY SALES OR USE TAX
PAYABLE UNDER ANY STATE OR FEDERAL STATUTE

-WITH CREDIT APPROVAL

CORCEL CORP.
 2461 NW 23 Street
 Miami, FL 33142
 www.corcelcorp.com
 Tel: 305-636-1880 • Fax: 305-636-1897

Quotation

To: **All Bidding Contractors**

Date: **July 31, 2006**

Re: **Lake Region Wellfield Improvements
 Project No. WUD 03-169
 Palm Beach County, FL**

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 30 DAYS
TERMS & CONDITIONS OF SALE

- 1) Neither Carter & VerPlanck, Inc. nor the manufacturer(s) will be liable for damages of any kind, whether direct, consequential, incidental, special or liquidated.
- 2) The quoted price may include systems or components from more than one vendor. Carter & VerPlanck, Inc., will provide separate prices for individual systems or components upon request, although the total price of all items quoted may vary as a result.
- 3) Price does not include any gauges, gauge codes, tools, lubricants, installation, anchor bolts, spare parts, start-up service or other items not specifically called out herein.
- 4) Price does not include any motor starters, controls, or power factor correction devices other than as specifically called out herein.
- 5) THE WARRANTY EXTENDED BY THE MANUFACTURER(S) IS IN LIEU OF ALL OTHER OBLIGATIONS, LIABILITIES OR WARRANTIES OF MERCHANTABILITY, FITNESS OR OTHERWISE, EITHER EXPRESS OR IMPLIED, BY FACT OR BY LAW, AND STATES OUR ENTIRE AND EXCLUSIVE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM OF DAMAGES IN CONNECTION WITH THE SALE OR FURNISHING OF GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATION. WE FURTHER SPECIFICALLY EXCLUDE ANY EXPRESS OR IMPLIED WARRANTIES REFERENCE UNDER FLORIDA STATUTE #718.263. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
- 6) **NOT INCLUDED:** unless specifically set forth in the scope of the quotation, this offer does not include:
 - start-up cost (wiring and/or conduit)
 - interconnection wiring and/or conduit
 - installation labor
 - installation permits
 - motor control equipment
 - motor starter or contactors
 - power distribution equipment
 - miscellaneous mechanical and mounting hardware
- 7) **TERMS:**
 - A) All prices are F.O.B. factory or suppliers' shipping point with freight prepaid and included to the jobsite.
 - B) Title and Risk of Loss passes to CONSIGNEE AT SHIPPING POINT.
 SELLER prepays freight charges.
 SELLER bears freight charges.
 CONSIGNEE must file claims for loss or damage, (if any).
 - C) Seller will not consider any claim for damage or shortage unless it is noted on the bill of lading at time of receipt. It is the responsibility of the CONSIGNEE to verify that all items contained on the bill of lading are received prior to accepting shipment.
- 8) **TAXES:**
 The prices quoted are exclusive of, and purchaser shall pay and make all returns for, any Federal, State, or local sales, use, transfer, or similar taxes applicable to the equipment and material once the same have been delivered as provided herein.
- 9) **VALIDITY OF PRICING:**
 The prices stated herein are contingent upon receipt of a firm order, or letter of intent, in an acceptable form from purchaser within 30 days from the date of this offer, and purchaser's willingness to accept delivery when the factory is prepared to ship. If a responsive firm order is not received by the above date, Seller shall have the right to withdraw this quotation and to revise the prices and shipping dates provided herein.
- 10) **PAYMENT TERMS:**

CORCEL CORP.
 2461 NW 23 Street
 Miami, FL 33142
 www.corcelcorp.com
 Tel: 305-636-1880 • Fax: 305-636-1897

Quotation

To: **All Bidding Contractors**

Date: **July 31, 2006**

Re: **Lake Region Wellfield Improvements
 Project No. WUD 03-169
 Palm Beach County, FL**

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 30 DAYS

Seller's payment terms are that all invoices are due and payable within thirty (30) days of the date thereof with approved credit. Interest on the unpaid balance at the rate of 1 1/2% per month, or the maximum permitted by law, whichever is less will be added to all outstanding invoices which are not paid within 30 days. Our price is based on no discounts.

(1) DELIVERY:

The shipping dates provided herein are based on Seller's current information as to availability of material and components and our best estimate as to dates on which we will be able to ship. These dates are subject to revision or postponement because of unavailability of material and components or because of events beyond our control.

If Purchaser requests postponement of previously agreed to shipping date(s), Seller may invoice the Purchaser, or then require payment for all of such equipment and material as is then ready for shipment; and, from and after the date that such equipment and material or any portion thereof is ready for shipment, any expenses or other charges incurred by Seller in regards to the same shall be at Purchaser's expense and Purchaser shall promptly pay any invoice rendered by Seller in regard thereto.

(2) SERVICE:

No start-up assistance or field services are included unless specifically called out in our offering. If so included, the Seller will furnish Field Service Engineer(s) as described in our proposal, at the time of start-up, to inspect the completed system, to advise in regard to placing the system in initial operation and to instruct operating personnel on the proper use of the equipment and material. The proper installation, start-up and operation of the system and any further changes to be made in the system, responsibility for servicing, and all labor costs thereof, shall be the responsibility, under the control and at the risk of the Purchaser. At the time start-up service is requested we ask you to be completely prepared, including where and as appropriate, the availability of power, water, flow, access, etc. so that start-up may proceed as anticipated. Any return trips to the site or additional time required as a result of failure to be so prepared, will be charged to the customer at the prevailing demand service rate.

If service additional to that provided for therein is required, Seller, if available, shall furnish at the expense of the Purchaser, competent service engineers at Seller's then prevailing rates, plus travel and living expenses, to assist in additional service in regard to the equipment and material or in regard to equipment furnished by Purchaser. All charges in connection with such service shall be billed by the Seller and shall be due and bear interest at the Company's normal payment terms unless Seller shall require other payment terms and conditions.

(3) ACCEPTANCE:

The descriptions, terms and conditions contained in this Proposal and the terms and conditions contained in the Manufacturer's Standard Terms attached hereto, which are incorporated herein by reference, constitute the quotation of the Seller. To the extent that the descriptions, terms and conditions contained in the Proposal are inconsistent with the Manufacturer's Standard Terms, the Manufacturer's Standard Terms are modified by this Description.

(4) The order shall be deemed accepted by the Manufacturer and the Purchaser is notified of its acceptance by the Manufacturer. Carter & VerPlanck, Inc. is authorized agent or employee of the Manufacturer(s) and is not authorized to accept orders in its (their) behalf.

(5) Any suit or proceeding brought by Purchaser to enforce this agreement, to resolve any dispute over its terms, or to sue for damages for its breach shall be brought only in a state or federal court of appropriate jurisdiction in Hillsborough County, Florida. Purchaser expressly waives any objection that venue in Hillsborough County is inconvenient or improper.

(6) In any suit or proceeding brought to enforce this agreement, to resolve any dispute over its terms, or to sue for damages for its breach, the prevailing party shall recover a reasonable attorneys' fee in addition to costs of suit.

**LAKE REGION WATER TREATMENT PLANT
WELLFIELD IMPROVEMENTS
PROJECT NO. WUD 03-169
CHANGE ORDER NO. 1**

COST SUMMARY

<u>C.O. #</u>	<u>DESCRIPTION</u>	<u>ADDITIONS</u>	<u>(DELETIONS)</u>	<u>NET CHANGE</u>
1	Deduction of materials and equipment.	\$0	<\$689,952.50>	<\$689,952.50>

**LAKE REGION WATER TREATMENT PLANT
WELLFIELD IMPROVEMENTS
PROJECT NO. WUD 03-169
CHANGE ORDER NO. 1**

SCHEDULE 1

PARTICIPATION OF SBE/MWBE CONTRACTORS

PROJECT NAME: Lake Region Water Treatment Plant Wellfield Improvements PROJECT NO. WUD 03-169
 NAME OF PRIME CONTRACTOR: Poole and Kent Company of Florida CHANGE ORDER NO. 1
 CONTACT PERSON: Patrick Carr, Executive V.P. PHONE NO: 305/325-1930 FAX NO: 305/325-9586
 CONTRACT DATE: _____ DEPARTMENT: Water Utilities

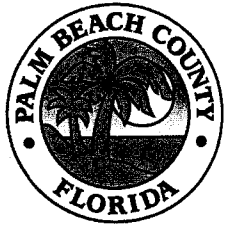
Name, Address and Phone Number of M/WBE	Type of Work To Be Performed	Contract Amount			
		Black	Hispanic	Women	Other(Please Specify)
1.		\$ ____	\$ ____	\$ ____	\$ <u>0</u>
2.		\$ ____	\$ ____	\$ ____	\$ <u>0</u>
3.		\$ ____	\$ ____	\$ ____	\$ <u>0</u>
4.		\$ ____	\$ ____	\$ ____	\$ <u>0</u>
5.		\$ ____	\$ ____	\$ ____	\$ <u>0</u>
TOTALS		\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>

PRIME CONTRACTOR TO COMPLETE:

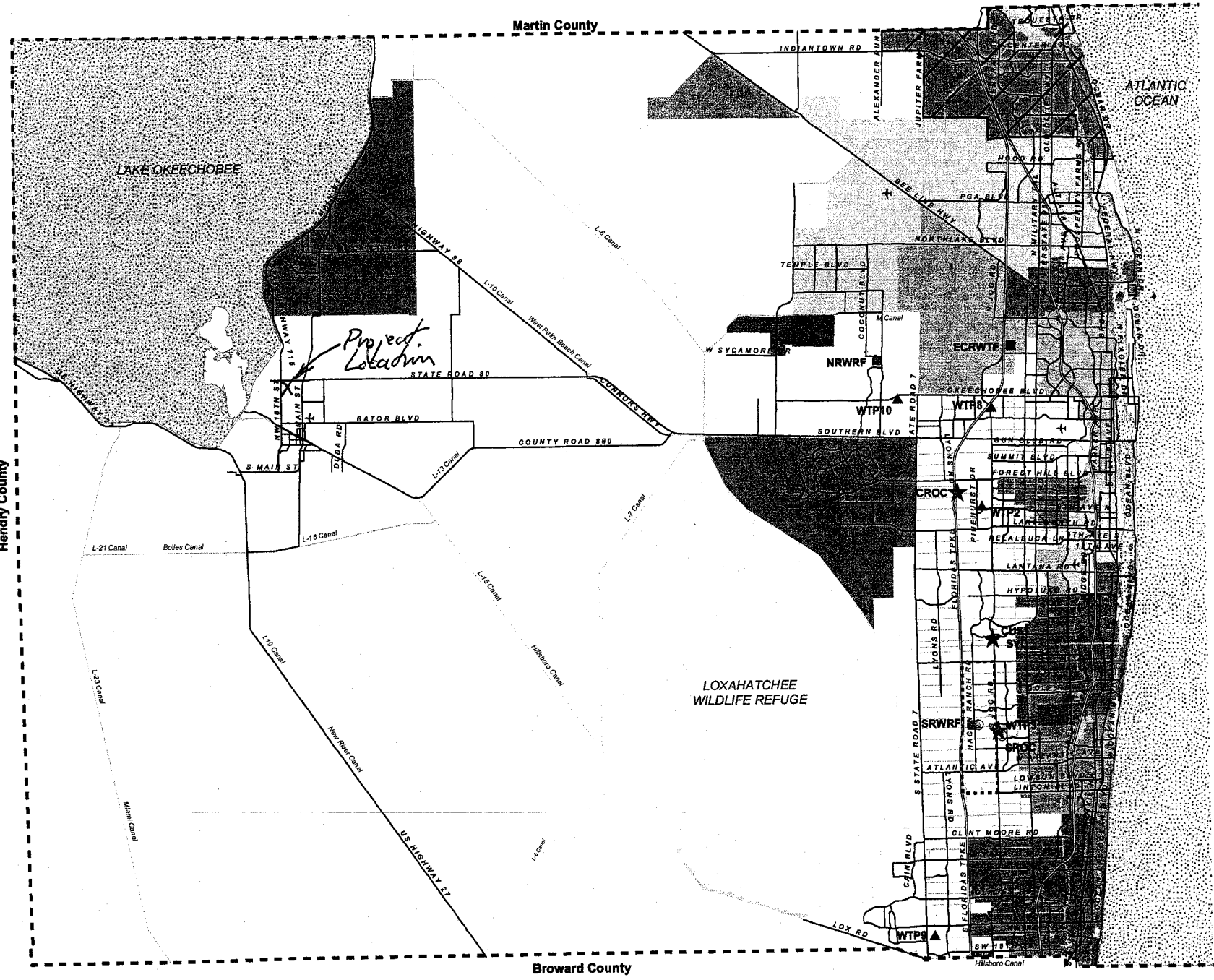
ORIGINAL CONTRACT PRICE: \$5,026,000.00 ORIGINAL PARTICIPATION: 15.63% overall SBE

ADJUSTED CONTRACT PRICE: \$4,336,047.50 ADJUSTED PARTICIPATION: 18.12% overall SBE

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



**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





**WATER UTILITIES DEPARTMENT
INTEROFFICE MEMORANDUM**

DATE: October 6, 2006

TO: Jim Mize, Chief Assistant County Attorney

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

RE: Lake Region Water Treatment Plant / WUD 03-169
Sales Tax Recovery on Owner Furnished Material
Attorney Approval Form - Purchase Order No. 22

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 Purchasing (Attn: Nancy Player, 616-6811 – 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

Purchase Requisition Request Form

Lake Region Water Treatment Plant *Wellfield Improvement*
 Project No. WUD 03-169
 Palm Beach County, Florida

Shipping Address

39700 Hooker Highway
 Belle Glade, FL 33430
 Fax (561) 992-5406

Invoicing address:

Palm Beach County Water Utilities
 8100 Forest Hill Blvd.
 West Palm Beach, FL 33413

ATTACHMENT B

Per Palm Beach County
 PO # PBC 03-169 -22

Issued To:

Corcel Corp
 7300 West Camino Real, #227
 Boca Raton, FL 33433
 305/636-1880

Delivery Address:

Poole and Kent Company
 ATTN: Mike Brando
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Date	Project No.	Delivery Date	Ship via	F.O.B.	Terms
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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, and 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.

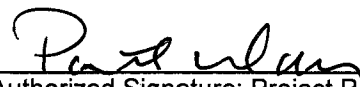
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3. Attachment B, this Purchase Requisition Request Form with attachments, is included by reference and provides a description of materials and equipment as required and provides applicable terms and conditions.

Notes:

1. Contract Schedule: Schedule Shipment as coordinated by Poole and Kent Company
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 Director of Purchasing.
3. This Purchase Order confirms acceptance by Palm Beach County and your Bid to provide County Furnished Materials for project # WUD 03-169.
4. Materials are FOB jobsite.
5. All shipments must be labeled "County Furnished material for Project No. WUD 03-169 Wellfield Improvements".

Quantity	Description	Unit Cost	Total
See Attachment	See Attachment	See Attachment	
			\$ 650,875.00
		S&H	Included
		SubTotal	\$ 650,875.00
		Sales Tax Rate	Exempt
		Sales Tax	\$0.00
		Total Due	\$ 650,875.00



Authorized Signature: Project Representative
 Patrick Carr

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

CORCEL CORP.

2461 NW 23 Street, Miami, Fl 33142
PH 305-636-1880 FAX 305-636-1897 WEB: corcelcorp.com

Boca Raton
561-347-7780

Jacksonville
904-612-8657

FAX MESSAGE

To: Poole & Kent
From: Ray Corona
Date: 8/1/06

Fax 305-325-1754

Ref: Lake Region Wellfield Improvements
Palm Beach Co. - Bid No. WUD 03-169
Bids Due: Aug. 01, 2006

Please note Total Lump Sum Price for attached quote.

Lump Sum: \$650,875.00

Good Luck,

Ray Corona

CORCEL CORP.
2461 NW 23 ST.
Miami, FL 33142
(305) 636-1880 Fax (305) 636-1897

Quotation

To: All Bidding Contractors

Date: July 31, 2006

**Re: Lake Region Wellfield Improvements
 Project No. WUD 03-169
 Palm Beach County, FL**

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 30 DAYS

1. Specification sections applicable to this proposal:
 - A. Section 11216 - July, 2006 - Submersible Turbine Well Pumps and Settings
 - B. Addenda received: None
2. Equipment and accessories included as applicable:
 - A. Flowserve Submersible Turbine Pumps and Motors - For 1460 USGPM @ 275 FT TDH - Quantity 8 (1 is a Spare) - 12ENL-6 Stages Flowserve Submersible Bowl Assemblies + Quantity 9 (2 are Spares) 150 HP, 1750 RPM, M110-880-4 Pleuger Submersible Motor, Direct Across-the-Line Starting. The pumps will be equipped with the following:
 1. Ni-Al-Bz Cast Bowls, Impellers and Discharge
 2. Cast Ni-Al-Bz Inter-Connector
 3. Impellers with material certification
 4. 416 S.S. Coupling.
 5. 17-4 PH Pump Shaft
 6. Bronze Bearings as specified, top and bottom with spiral groove.
 7. 316 S.S.-backed, cutlass rubber intermediate bowl bearings
 8. Bronze Bowl and Impeller Wear Rings
 9. 8" Flanged Discharge.
 10. 316 S.S. Impeller Collets, intake screen and bolting
 11. Sand collar of Noryl
 12. Motor leads are 4-single conductor round leads 1 x 35 mm², each 7 meters (22.96 feet) long.
 13. 185 FT AWG 4/0-3 w/G EPR/CPE Flat jacketed spliced to motor leads. Spare motors will not have this additional cable.
 14. Motor with 316SS stator/bolting, duplex shaft end, zinc free bronze endbells
 15. Pump Performance Test
 16. Hydro Static Test of Pump Bowls
 17. Spare Parts per Sect. 1.08A. of Specification Section 11216-4 except no gaskets required.
 18. Freight is FOB first destination job site.
 19. Seven (7) 8" APCO column check valves, all 316 S.S. with 125# flange ends.

CORCEL CORP.
 2461 NW 23 Street
 Miami, FL 33142
 www.corcelcorp.com
 Tel: 305-636-1880 • Fax: 305-636-1897

Quotation

To: **All Bidding Contractors**

Date: **July 31, 2006**

Re: **Lake Region Wellfield Improvements
 Project No. WUD 03-169
 Palm Beach County, FL**

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 30 DAYS

III. Items not included:

- A. Field instruments or field vibration analysis.
- B. Suction or discharge piping, surface plate / discharge elbow, fittings, valves, etc.
- C. Seal water or drain accessories such as flow indicators, pressure reducing valves, solenoid valves, Y strainers, fittings or tubing.
- D. Suction or pressure gauges.
- E. VFDs, controls, MCCs, cable, conduits, etc.
- F. Standard tools, lubricants, grease fitting extensions or guns.
- G. Liquid level electrodes, signal wire and controls
- H. RTD installed in motor, RTD signal cable and controls
- I. Stainless steel lifting cable, buckle or deivs for pumps and motors
- J. Cable clamps

IV. COMMENTS AND EXCEPTIONS TO SPECIFICATION 11216

- 1.01B. Flowserve Corporation is only responsible for items included in listed on this quotation. Surface plates, check valves, cable clamps, electrical controls, etc., will not be provided by Flowserve Corporation.
- 1.01D. Power factor correction capacitors will not be provided by Flowserve Corporation.
- 2.05A. Exception-Section 16150 is not applicable to submersible motors
- 2.07C. NEMA standards do not exist for motors above 3" 3450 RPM.
- 2.07D. A flow inducer sleeve is not required.
- 2.07D.1. Routine tests will be performed according to specification.
- 3.01. Preparation, 3.02 Installation, 3.03 Field Testing, 3.04 Training of personnel and 3.05 Well Chlorination will be the responsibility of the contractor. Carter & VerPlanck will be Flowserve Corporation's authorized manufacturer's representative

V. Coordination Notes

- a. Price for all foregoing, FOB first destination - site... To Follow.
 Delivery: 24 Weeks after Receipt of Approved Submittals.

CORCEL CORP.
2461 NW 23 Street
Miami, FL 33142
www.corcalcorp.com
Tel: 305-636-1880 • Fax: 305-636-1897

Quotation

To: All Bidding Contractors

Date: July 31, 2006

Re: Lake Region Wellfield Improvements
Project No. WUD 03-169
Palm Beach County, FL

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 30 DAYS

Please Note:

1. We do not include sales tax, pressure gauges, anchor bolts, wire cable, conduit, piping, installation, hook-up, field testing, control panels or any other accessories or other ancillary items which are not specifically called out in this scope of supply.
2. Under no circumstances will Carter & VerPlanck, Inc. or its suppliers be liable for any incidental, consequential, liquidated, special or late delivery damages whatsoever.
3. Payment terms are 100% net 30 days from delivery with approved credit. Our prices based upon no retainage.
4. Pricing is based upon Carter & VerPlanck, Inc. and the manufacturer's Standard Terms and Conditions of Sales. Copies of these documents are attached herewith for your review and reference. No other terms or conditions of sale will apply unless accepted in writing by an officer of the company.

TERMS: 100% Net 30 days after Invoice date

QUOTATION DOES NOT INCLUDE ANY SALES OF USE TAX
PAYABLE UNDER ANY STATE OR FEDERAL STATUTE

-WITH CREDIT APPROVAL

CORCEL CORP.
 2461 NW 23 Street
 Miami, FL 33142
 www.corcelcorp.com
 Tel: 305-636-1880 • Fax: 305-636-1897

Quotation

To: **All Bidding Contractors**

Date: **July 31, 2006**

Re: **Lake Region Wellfield Improvements
 Project No. WUD 03-169
 Palm Beach County, FL**

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 20 DAYS
TERMS & CONDITIONS OF SALE

- 1) Neither Carter & VerPlanck, Inc. nor the manufacturer(s) will be liable for damages of any kind, whether direct, consequential, incidental, special or liquidated.
- 2) The quoted price may include systems or components from more than one vendor. Carter & VerPlanck, Inc., will provide separate prices for individual systems or components upon request, although the total price of all items quoted may vary as a result.
- 3) Price does not include any gauges, gauge codes, tools, lubricants, installation, anchor bolts, spare parts, start-up service or other items not specifically called out herein.
- 4) Price does not include any motor starters, controls, or power factor correction devices other than as specifically called out herein.
- 5) THE WARRANTY EXTENDED BY THE MANUFACTURER(S) IS IN LIEU OF ALL OTHER OBLIGATIONS, LIABILITIES OR WARRANTIES OF MERCHANTABILITY, FITNESS OR OTHERWISE, EITHER EXPRESS OR IMPLIED, BY FACT OR BY LAW, AND STATES OUR ENTIRE AND EXCLUSIVE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM OF DAMAGES IN CONNECTION WITH THE SALE OR FURNISHING OF GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATION. WE FURTHER SPECIFICALLY EXCLUDE ANY EXPRESS OR IMPLIED WARRANTIES REFERENCE UNDER FLORIDA STATUTE #718.203. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
- 6) **NOT INCL. JDEB:** Unless specifically set forth in the scope of the quotation, this offer does not include:
 - start-up cost (wiring and/or conduit)
 - installation labor
 - installation supervision
 - motor control equipment
 - motor starter or contactors
 - power distribution equipment
 - miscellaneous mechanical or mounting hardware
- 7) **INCIDENTAL:**
 - A) All prices are F.O.B. factory or suppliers' shipping point with freight prepaid and included to the jobsite.
 - B) Title and Risk of Loss passes to CONSIGNEE AT SHIPPING POINT.
 SELLER prepays freight charges.
 SELLER bears freight charges.
 CONSIGNEE must file claims for loss or damage, (if any).
 - C) Seller will not consider any claim for damage or shortage unless it is noted on the bill of lading at time of receipt. It is the responsibility of the CONSIGNEE to verify that all items contained on the bill of lading are received prior to accepting shipment.
- 8) **TERMS:**
 The prices quoted are exclusive of, and purchaser shall pay and make all returns for, any Federal, State, or local sales, use, transfer, or similar taxes applicable to the equipment and material once the same have been delivered as provided herein.
- 9) **VALIDITY OF PRICING:**
 The prices stated herein are contingent upon receipt of a firm order, or letter of intent, in an acceptable form from Purchaser within 30 days from the date of this offer, and Purchaser's willingness to accept delivery when the factory is prepared to ship. If a responsive firm order is not received by the above date, Seller shall have the right to withdraw this quotation and to revise the prices and shipping dates provided herein.
- 10) **PAYMENT TERMS:**

CORCEL CORP.
 2461 NW 23 Street
 Miami, FL 33142
 www.corcelcorp.com
 Tel: 305-636-1880 • Fax: 305-636-1887

Quotation

To: **All Bidding Contractors**

Date: **July 31, 2006**

Re: **Lake Region Wellfield Improvements
 Project No. WUD 03-169
 Palm Beach County, FL**

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 30 DAYS

Seller's price and terms are that all invoices are due and payable within thirty (30) days of the date thereof with approved credit. Interest on the unpaid balance at the rate of 1 1/2% per month, or the maximum permitted by law, whichever is less will be added to all outstanding invoices which are not paid within 30 days. Our price is based on no discounts.

(1) DELIVERY

The shipping dates provided herein are based on Seller's current information as to availability of material and components and our best estimate as to dates on which we will be able to ship. These dates are subject to revision or postponement because of unavailability of material and components or because of events beyond our control.

If Purchaser requests postponement of previously agreed to shipping date(s), Seller may invoice the Purchaser, or then require payment for all of such equipment and material as is then ready for shipment; and, from and after the date that such equipment and material or any portion thereof is ready for shipment, any expenses or other charges incurred by Seller in regard to the same shall be at Purchaser's expense and Purchaser shall promptly pay any invoice rendered by Seller in regard thereto.

(2) SERVICE

No start-up assistance or field services are included unless specifically called out in our offering. If so included, the Seller will furnish Field Service Engineer(s) as described in our proposal, at the time of start-up, to inspect the completed system, to advise in regard to placing the system in initial operation and to instruct operating personnel on the proper use of the equipment and material. The proper installation, start-up and operation of the system and any further changes to be made in the system, responsibility for servicing, and all labor costs thereof, shall be the responsibility, under the control and at the risk of the Purchaser. At the time start-up service is requested we ask you to be completely prepared, including where and as appropriate, the availability of power, water, flow, access, etc. so that start-up may proceed as anticipated. Any return trips to the site or additional time required as a result of failure to be so prepared, will be charged to the customer at the prevailing demand service rate.

If service additional to that provided for therein is required, Seller, if available, shall furnish at the expense of the Purchaser, competent service engineers at Seller's then prevailing rates, plus travel and living expenses, to assist in additional service in regard to the equipment and material or in regard to equipment furnished by Purchaser. All charges in connection with such service shall be billed by the Seller and shall be due and bear interest at the Seller's normal payment terms unless Seller shall require other payment terms and conditions.

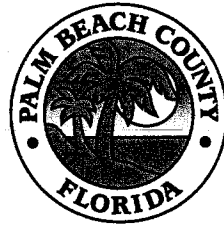
(3) GENERAL

The descriptions, terms and conditions contained in this Proposal and the terms and conditions contained in the Manufacturer's Standard Terms attached hereto, which are incorporated herein by reference, constitute the quotation of the Seller. To the extent that the descriptions, terms and conditions contained in the Proposal are inconsistent with the Manufacturer's Standard Terms, the Manufacturer's Standard Terms are modified by this description.

(4) No order shall be deemed accepted by the Manufacturer until the Purchaser is notified of its acceptance by the Manufacturer. Carter & VerPlanck, Inc. is not a part or employee of the Manufacturer(s) and is not authorized to accept orders in its (their) behalf.

(5) Any suit or proceeding brought by Purchaser to enforce this agreement, to resolve any dispute over its terms, or to sue for damages for its breach shall be brought only in a state or federal court of appropriate jurisdiction in Hillsborough County, Florida. Purchaser expressly waives any objection that venue in Hillsborough County is inconvenient or improper.

(6) In any suit or proceeding brought to enforce this agreement, to resolve any dispute over its terms, or to sue for damages for its breach, the prevailing party shall recover a reasonable attorney's fee in addition to costs of suit.

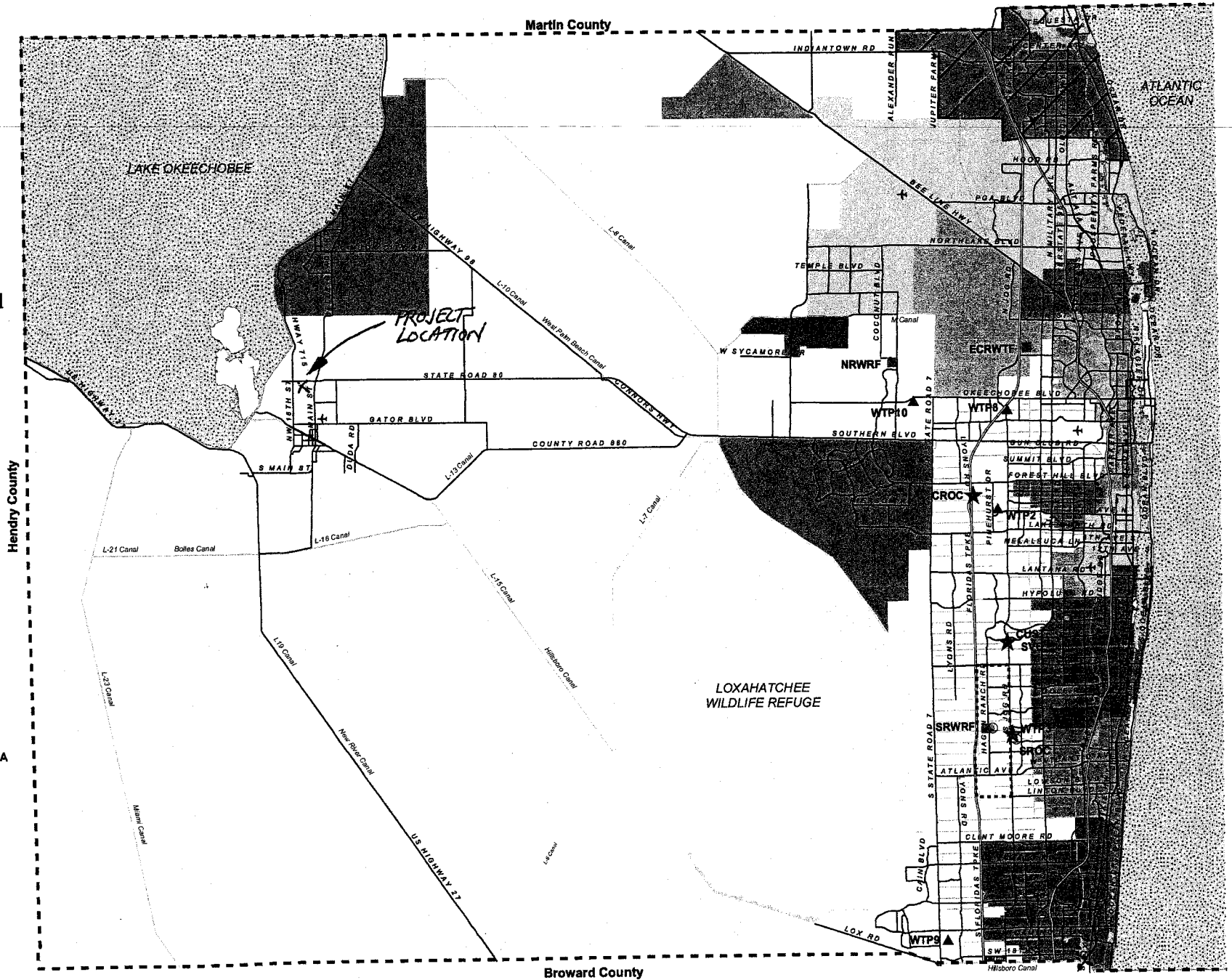


**Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities**

Attachment 4

Legend

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



09-27-06 A09:03 IN

Inter-Office Memorandum

Palm Beach County



Water Utilities Department

TO: Bevin A. Beaudet, P.E., Director
Water Utilities Department

DATE: September 13, 2006

FROM: Brian Shields, P.E., Director of Engineering *BAS*
Water Utilities Department

RE: Notice of Award Recommendation
Lake Region Water Treatment Plant Wellfield Improvement
Project No. WUD 03-169

09-14-06 A11:27

The bid opening for the above referenced project was held on Wednesday, August 2, 2006. Proposals were received from two (2) contractors. Southeast Drilling Services, Inc. submitted a bid in the amount of \$4,889,000.00 and failed to meet the SBE goal requirement for this project per the attached SBE compliance review. The Office of Small Business Assistance has recommended award to the lowest responsive bidder, Poole & Kent Co. of Florida in the amount of \$5,026,000.00. The engineer's opinion of probable construction cost was \$4,670,000.00. An evaluation of the Poole & Kent Co. of Florida's bid is as follows:

1. Bid security equal to 5% of the total base bid was enclosed with the bid.
2. SBE-MWBE Schedules #1 and 2 were provided with 15.6% participation. Therefore the contractor did meet 15% SBE goals established under the SBE Ordinance. The Office of Small Business Assistance Compliance Review is attached stating the Contractor meet the SBE goal.
3. The contractor and sub-contractors have current licenses.

The overall experience, qualifications, resources and references of the low bidder were carefully considered when evaluating the bids. Contract award is recommended to the lowest responsive bidder, Poole & Kent Co. of Florida in the amount not to exceed \$5,026,000.00 subject to formal approval by the Board of County Commissioners. A copy of this notice has been posted at the bid opening location and will be left there for a minimum of five (5) business days.

c. Mark Fallon

Bid Tabulation
Lake region Wellfield Improvement
Project No. WUD 03-169

<u>Bid Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Southeast Drilling Services</u>		<u>Poole & Kent Co.</u>	
				<u>Unit Price</u>	<u>Total</u>	<u>Unit Price</u>	<u>Total</u>
1	Install Pumps PW1 to PW-7	7	Each	\$492,000.00	\$3,444,000.00	\$565,142.86	\$3,956,000.00
2	Electrical & instrumentation for master meters	1	Lump	\$275,000.00	\$275,000.00	\$300,000.00	\$300,000.00
3	Mechanical, electrical and instrumentation for remote storage tanks	1	Lump	\$900,000.00	\$900,000.00	\$500,000.00	\$500,000.00
4	FP&L Allowance	1	Lump	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
5	Substantial Completion Bonus	30		\$1,000.00	\$30,000.00	\$1,000.00	\$30,000.00
6	Final Completion Bonus	30		\$500.00	\$15,000.00	\$500.00	\$15,000.00
7	Contract Allowance	1	Lump	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
				Total	\$4,889,000.00	Total	\$5,026,000.00



2301 Maitland Center Parkway, Suite 300
Maitland, Florida 32751
tel: 407 660-2552
fax: 407 875-1161

September 1, 2006

Mr. Brian Shields, P.E.
Director of Engineering
Palm Beach County Water Utilities Department
8100 Forest Hill Boulevard
West Palm Beach, Florida 33413

Subject: Palm Beach County Lake Region Wellfield Improvements Project
WUD Project No. 03-169

Dear Mr. Shields:

We have reviewed the two (2) bids received at the bid opening of August 2, 2006 for the Palm Beach County Lake Region Wellfield Improvements project. We have prepared bid tabulation and enclosed a copy for your reference. The Bidders are listed in the bid tabulation in numerical order based on the low bidder first.

The two (2) bids received on the Project are as follows:

Bidder	Grant Total Base Bid Item Nos. 1 through 7
Southeast Drilling Services, Inc.	4,889,000
Poole and Kent	5,026,000

The Engineer's Opinion of Probable Cost of Construction was \$4,670,000 for the total bid.

Each of the Bidders attached a bid bond in an amount of 5 percent of the Grand Total Base Bid amount. Each of the Bidders acknowledged receipt of the Addendum No.1, issued on July 25, 2006.

We have determined that all of the bids were mathematically correct.



Mr. Brian Shield, P.E.
September 27, 2006
Page 2

As stated in the Instructions to Bidders, the contract shall be awarded based upon the Base Bid by the lowest responsive, responsible bidder by the County.

The low bidder Southeast Drilling Services did not comply with all the requirements of the Palm Beach County Small Business Administration program. Therefore, CDM recommends award of the contract to the second low bidder, the Poole and Kent Company. Poole and Kent has done previous work with the county and have been responsive and responsible on previous projects. We have, therefore, determined that the Poole and Kent Company is capable of undertaking the work on the Palm Beach Lake Region Wellfield Improvements project in a satisfactory and timely manner.

Accordingly, we recommend the County award a construction contract to the low bidder the Poole and Kent Company of Miami, Florida in amount of \$5,025,000.00 for the construction of the Lake Region Wellfield Improvements project for Palm Beach County.

Please contact this office if you have any questions or need further assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read 'DJP' with a stylized flourish at the end.

David J. Prah, P.E., DEE
Principal
Camp Dresser & McKee Inc.

cc: Leisha Pica, PBC
Steve McGrew, PBC
Larry Johnson, PBC
Don Munksgaard, CDM
Don Thompson, CDM
Dave Collins, CDM

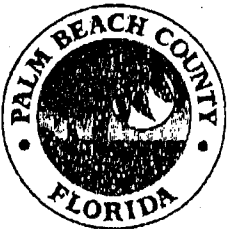
File: 6711-45760/E-110

FROM : OSBA

FAX NO. : 5616166850

Aug. 2

Attachment 6



Office of
Small Business Assistance

50 South Military Trail, Suite 209
West Palm Beach, FL 33415
(561) 616-6840
FAX: (561) 616-6850
www.pbcgov.com/osba



Palm Beach County
Board of County
Commissioners

Tony Masilotti, Chairman

Addie L. Greene, Vice Chairperson

Karen T. Marcus

Jeff Koons

Warren H. Newell

Mary McCarty

Burt Aaronson

County Administrator

Robert Weisman

DATE: August 28, 2006

TO: Stephen McGrew, PE, Manager Plant Design
Water Utilities Dept., Engineering Division

FROM: Allen F. Gray, Manager
Office of Small Business Assistance *A. F. Gray*

SUBJECT: Compliance Review on Project No. WUD 03-169
LAKE REGION WATER TREATMENT PLANT WELLFIELD
IMPROVEMENT

The following is a Compliance Review of SBE Participation on the above-mentioned project.

Low Bidder: Southeast Drilling Services, Inc.
11505 N. Grady Lane
Tampa, FL 33624

Phone: (813) 968-7277

Bid Opening: August 2, 2006

Bid Amount: \$ 4,889,000.00

Goal: 15% Overall

Goal Achieved 2.4% Overall

SBE Participation:

(WB)	West Construction	\$ 104,000.00	2.12%
	¹ L & L Worldwide	\$ 970,000.00	0.00%
(WB)	² F.H. Foster Oil	\$ 28,231.56	
		<u>x.60</u>	\$ 16,938.93
			0.34%

"An Equal Opportunity
Affirmative Action Employer"

FROM : OSBA

FAX NO. : 5616166850

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2nd Low Bidder: Poole & Kent Company of Florida
1781 N.W. North River Drive
Miami, FL 33125
Phone: (813) 741-3010
Bid Amount: \$ 5,026,000.00
Goal Achieved 15.6% Overall

SBE Participation:

(HI) Corcel Corp.	\$ 1,310,000.00		
		<u>x.60</u>	\$ 786,000.00 15.63%

EVALUATION

The Low Bidder, Southeast Drilling Services, Inc., failed to meet the SBE requirement for this project.

The Second Low Bidder, Pool & Kent Company of Florida, has met the SBE goal and their bid falls within the limit for ranking of responsive bidders consideration.

cc: Verdenia Baker, Deputy County Administrator
Hazel Oxendine, Director, Office of Small Business
Tammy Fields, Sr. Asst., County Attorney

¹ Business is not certified as an SBE to provide Water Supply & Sewage Treatment Equipment or Relay & Industrial Controls.

² The fuel quantity submitted on schedule 2 was reduced by request from the WUD department and therefore reduces the SBE percentage.