

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: November 21, 2006

Consent ☒ [X]

Regular ☐ []

Public Hearing ☐ []

Submitted By: Water Utilities Department

Submitted For: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: **A)** Contract with Lanzo Construction Company to construct the Northern Region Utility Improvement Project - Phase III in the amount of \$9,264,000; **B)** Change Order No.1 to the Contract in the deductive amount of \$3,631,703.07 deleting materials for the purpose of sales tax recovery and designating Lanzo Construction Company as the County's agent for the inspection and receipt of the materials; **C)** Purchase orders with vendors of the materials for sales tax recovery in the amount of \$3,426,087.80.

Summary: This project involves the construction of approximately seven (7) miles of potable water mains and wastewater force mains of varying sizes along the South Florida Water Management District C-18 Canal right-of-way, Beeline Highway (SR 710), and Innovation Drive terminating within the Beeline Community Development District. These proposed pipelines are part of the backbone transmission mains required to serve the Beeline Community Development District and Seacoast Utility Authority. The Beeline Community Development District will reimburse the County \$3,800,000 for the transmission pipelines. By approving Change Order No.1 to the contract and purchasing materials directly from vendors, total sales tax savings of \$205,615.27 can be achieved by the County. The Small Business Enterprise (SBE) participation goal established by the SBE Ordinance is 15.00%. This Contract with Lanzo Construction Company provides for 15.6% SBE participation.

(WUD Project No. 05-061)

District 1

(MJ)

Background and Justification: The County has several service commitments throughout the western communities necessitating construction of water and wastewater transmission mains. These commitments include the following Board approved Agreements: Amended Potable Water, Reclaimed Water and Wastewater Utilities Franchise and Service Area Agreement with the Village of Royal Palm Beach (R2004-1802 and R2006-0411), and the Beeline Community Development District Water and Wastewater Utility Acquisition, Service and Service Area Agreement (R2005-0366); Seacoast Utility Authority (R2005-1769 and R2006-0687), The Northern Utility Improvement Project - Phase III is an important link in extending the Department's water and wastewater utility service to northern Palm Beach County.

Attachments:


1. Two (2) Original Contracts
2. Two (2) Original Change Order No. 1
3. Two (2) Purchase Orders for Material & Equipment
4. Location Map
5. Engineer's Recommendation & Bid Tabulation Sheets
6. SBE Compliance Reviews

Recommended By: _____


Department Director

10/31/06
Date

Approved By: _____


Assistant County Administrator

11-13-06
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2007 | 2008 | 2009 | 2010 | 2011 |
|----------------------------|-------------------------------|----------|----------|----------|----------|
| Capital Expenditures | <u>\$9,058,384.73</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| Operating Expenses | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| External Revenues | <u><\$3,800,000.00></u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| Program Income | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| (County) | | | | | |
| In-Kind Match County | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| NET FISCAL IMPACT | <u>\$5,258,384.73</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| # ADDITIONAL FTE POSITIONS | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| (Cumulative) | | | | | |

Budget Account No.:

Fund 4011 Dept 721 Unit W006 Object 6543 (50%)
Fund 4011 Dept 721 Unit W006 Object 6547 (50%)

Is Item Included in Current Budget? Yes ☒ No

Reporting Category N/A

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

One time capital expenditure from Water Utilities Department user fees, connection fees and balance brought forward. The Beeline Community Development District will reimburse the County \$3,800,000 for the transmission pipelines.

C. Department Fiscal Review: *[Signature]* *[Signature]*

III. REVIEW COMMENTS

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

[Signature] 11-2-06
OFMB
[Signature] 11-2-06
[Signature] 11-2-06
[Signature] 11-8-06
[Signature] 11-8-06
Contract Development and Control

B. Legal Sufficiency:

[Signature]
Assistant County Attorney

This Contract complies with our contract review requirements.

The related change order complies with existing County policies.

C. Other Department Review:

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

CHANGE ORDER - ATTACHMENT 2

PROJECT: NORTHERN REGION UTILITY IMPROVEMENT - PHASE III WUD 05-061

CHANGE ORDER NO: 1 (One)

WATER UTILITIES DEPARTMENT

PROJECT NO. WUD 05-061

LANZO CONSTRUCTION COMPANY

CONTRACT NUMBER:

125 SE 5th Court

CONTRACT DATE:

Deerfield Beach, FL 33413

NOTICE TO PROCEED:

BUDGET Fund#:4011-721-W006-6543 (50%)

4011-721-W006-6547 (50%)

DISTRICT = 1

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

1. Delete contractor purchase of the following materials that will now be furnished by the Owner, as indicated in the attached scope of work for LANZO Construction Company in the amount of \$3,426,087.80 purchase price plus the stepped sales tax rate which equals \$205,615.27. The Contractor will install these owner furnished materials in accordance with the Special Conditions, Provisions Governing State of Florida Sale and Use Tax Exemption for County-Furnished Materials. Project WUD 05-061 is a lump sum contract and the material quantities have been estimated by LANZO Construction Company 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 \$3,426,087.80. 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 related to this change order exceed \$3,426,087.80, 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 \$3,426,087.80, then the Contractor shall be refunded the balance.

TOTAL CHANGE ORDER NO. 1: <\$3,631,703.07>

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.

The original Contract Sum was.....\$9,264,000.00
Net change by previous Change Orders \$0.00
The Contract Sum prior to this Change Order was\$9,264,000.00
The Contract Sum will be **decreased** by this Change Order... <\$3,631,703.07>
The new Contract Sum including this Change Order will be .. \$5,632,296.93
The Contract time will be increased by..... (0) days.

The Date of Substantial Completion including this Change Order:

240 days from Notice To Proceed (NTP)

The Date of Final Completion including this Change Order:

270 days from NTP

NORTHERN REGION UTILITY IMPROVEMENT PROJECT - PHASE III
PROJECT NO. WUD 05-061
CONTRACT NO. R-
CHANGE ORDER NO. 1(One)

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.

LANZO Construction Co.

Palm Beach County Board
of County Commissioners

ENGINEER
P.O. Box 16097
W.Palm Beach, Fl. 33416
ADDRESS

CONTRACTOR
125 SE 5th Court
Deerfield Beach, FL 33441
ADDRESS

OWNER Addie L. Greene,
P.O. Box 16097 *Chair person*
W.Palm Beach, Fl. *XAP*
ADDRESS

DATE _____

DATE _____

DATE _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

ATTEST:
Sharon R. Bock,
Clerk and Comptroller

County Attorney

(Corporate Seal)

Deputy Clerk

NORTHERN REGION UTILITY IMPROVEMENT PROJECT - PHASE III
PROJECT NO. WUD 05-061
CONTRACT NO. R-
CHANGE ORDER NO. 1 (One)

| | |
|---|---|
| <u> X </u> OWNER INITIATED | <u> </u> QUANTITY OVERRUNS/UNDERRUNS |
| <u> </u> DIFFERING SITE CONDITIONS | <u> </u> REQUEST BY ANOTHER AGENCY |
| <u> </u> ZONING/CODE/ORDINANCE CHANGES | <u> </u> ERRORS/OMISSIONS IN DESIGN |
| | <u> </u> Reimbursable |
| | <u> </u> Non-Reimbursable |

NORTHERN REGION UTILTIY IMPROVEMENT - PHASE III
PROJECT NO. WUD 05-061
CONTRACT NO. R-
CHANGE ORDER NO. 1(One)

SCOPE OF WORK

Delete Contractor purchase of the following materials 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 LANZO Construction Company dated November 21, 2006. Purchase of the 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 the value of the materials plus the applicable stepped sales tax. The materials will be purchased by the County. Contractor will act as the County's agent in performing the services required by the Special Conditions.

1. PVC Water Main Pipe and PVC Force Main Pipe in strict accordance with plans and specifications for this project including all addenda issued prior to bid date. This order establishes unit pricing for the duration of the project in accordance with Exhibit 1 attached.
2. DIP pipe, valves, fire hydrants, fittings and appurtenances in strict accordance with plans and specifications for this project including all addenda issued prior to bid date. This order establishes unit pricing for the duration of the project in accordance with Exhibit 1 attached.

NORTHERN REGION UTILITY IMPROVEMENT - PHASE III
PROJECT NO. WUD 05-061
CONTRACT NO. R-
CHANGE ORDER NO. 1(One)

COST SUMMARY

| <u>C.O. #</u> | <u>DESCRIPTION</u> | <u>ADDITIONS</u> | <u>(DELETIONS)</u> | <u>NET CHANGE</u> |
|---------------|-------------------------|------------------|--------------------|-------------------|
| 1 | Deduction of materials. | \$0 | <\$3,631,703.07> | <\$3,631,703.07> |

SCHEDULE 1

PARTICIPATION OF SBE CONTRACTORS

PROJECT NAME : Northern Region Utility Improvement Project – Phase III PROJECT NO. WUD 05-061
NAME OF PRIME CONTRACTOR: LANZO Construction Company CHANGE ORDER NO. 1
CONTACT PERSON: Matthew P. Tilli, Project Mgr. PHONE NO: 954-973-9700 FAX NO: 954-979-9897
CONTRACT DATE: November 21, 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. | | \$ _____ | \$ _____ | \$ _____ | \$ _____ 0 |
| 2. | | \$ _____ | \$ _____ | \$ _____ | \$ _____ 0 |
| 3. | | \$ _____ | \$ _____ | \$ _____ | \$ _____ 0 |
| 4. | | \$ _____ | \$ _____ | \$ _____ | \$ _____ 0 |
| 5. | | \$ _____ | \$ _____ | \$ _____ | \$ _____ 0 |
| | | | | | |
| BID TOTALS | | \$ 0 _____ | \$ 0 _____ | \$ 0 _____ | \$ _____ 0 |

PRIME CONTRACTOR TO COMPLETE:
ORIGINAL CONTRACT PRICE: \$9,264,000.00 ORIGINAL PARTICIPATION: _____ % PARTICIPATION: 00.00%
ADJUSTED CONTRACT PRICE: \$5,632,296.93 ADJUSTED PARTICIPATION: _____ % PARTICIPATION: 00.00%
* Change Order #1 related to the Sales Tax Recovery Program does not change SBE participation.

CHANGE ORDER ADDITION/DELETION SUMMARY

Project:

Project No.

Contractor:

Date Approved:

Resolution No.

Contract Amt.

Northern Region Utility Improvement - Phase III

WUD 05-061

LANZO Construction Co.

November 21, 2006

R-

\$9,264,000.00

LIQUIDATED DAMAGES =

LIQUIDATED DAMAGES =

APPROVAL LIMITS:

INDIVIDUAL C.O.

CUMMULATIVE C.O.

\$3,000

\$1,000

DEPARTMENT HEAD
(Dollars)

CONTRACT REVIEW COMM.
(Dollars)

\$10,000

\$25,000

(Prior to Substantial Completion)

(After Substantial Completion)

DEPT. HEAD
(Time)

CONTRACT REVIEW COMM.
(Time)

2 Days

5 Days

\$50,000

\$75,000

14 Days

21 Days

\$100,000

26 Days

| C.O. # | DATE APPROVED | TIME EXT. (Days) | DEPT. HEAD | | CONTRACT REVIEW COMM. | | TOTAL DEPT. HEAD | | CONTRACT REVIEW COMM. | | BOARD OF COUNTY COMM. | | TOTALS |
|--------|---------------|------------------------|------------|----------|-----------------------|----------|------------------|----------|-----------------------|----------|-----------------------|-----------------|-----------------|
| | | | ADDITION | DELETION | ADDITION | DELETION | ADDITION | DELETION | ADDITION | DELETION | ADDITION | DELETION | |
| 1 | Pending | 0 | | | | | | | | | | \$3,631,703.07 | -\$3,631,703.07 |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| TOTAL | | 0 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$3,631,703.07 | -\$3,631,703.07 | |

EXHIBIT 1

Palm Beach County Sales Tax Recovery Program

Project No. 05-061 - Northern Region Utility Improvement Project - Phase III

Contractor - LANZO Construction Company

| Supplier | Description of Material | Material Price | Sales Tax | Total |
|----------------------|--|----------------|--------------|----------------|
| L & L World Wide | PVC Pipe | \$2,376,298.80 | \$142,602.93 | \$2,518,901.73 |
| Ferguson Water Works | Valves, Fittings, DIP Pipe & Appurtenances | \$1,049,789.00 | \$ 63,012.34 | \$1,112,801.34 |
| | | | | |
| | | | | |
| | | | | |
| | Totals | \$3,426,087.80 | \$205,615.27 | \$3,631,703.07 |

SALES TAX RECOVERY PROGRAM

Palm Beach County Water Utilities

Project WUD 05-061: Northern Region Utility Improvement - Phase III

LANZO Construction Company

| DESCRIPTION | L & L World Wide | |
|--------------------------------|------------------|----------------|
| | Unit Price | Cost |
| F&I 20" SDR-25 C-905 PVC FM | \$31.42 | \$703,808.00 |
| F&I 18" SDR-25 C-905 PVC FM | \$25.49 | \$267,645.00 |
| F&I 16" SDR-25 C-905 PVC FM | \$20.09 | \$1,205.40 |
| F&I 8" SDR-18 C-900 PVC FM | \$7.47 | \$896.40 |
| F&I 24" SDR-25 C-905 PVC FM | \$43.78 | \$1,238,974.00 |
| F&I 20" SDR-25 C-905 PVC GJ FM | \$30.90 | \$163,770.00 |

TOTAL: \$2,376,298.80

6.5% Sales Tax on First

\$5,000

\$325.00

6.0% Sales Tax of balance

\$142,277.93

GRAND TOTAL:

\$2,518,901.73

Purchase Requisition Request Form

Northern Region Utility Improvement Project - Phase 3

Project No. WUD 05-061

Palm Beach County, Florida

Invoicing address:

Palm Beach County Water Utilities

8100 Forest Hill Boulevard

West Palm Beach, FL 33413

ATTACHMENT B

Per Palm Beach County

PO # PBC 05-061 - 01

Issued To:

L & L Worldwide Inc.

6310 Pompano Street

Jupiter, Florida 33458

561/630-9201

Delivery Address:

LANZO Construction Co.

ATTN: Matthew P. Tilli

Call for delivery instruction: 954/979-0802

| Date | Project No. | Deliverey Date | Ship via | F.O.B. | Terms |
|------------|-------------|--------------------------------------|----------|--------------|--------|
| 10/13/2006 | WUD 05-061 | As ordered by LANZO Construction Co. | 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 #05-061 - 01
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 LANZO Construction Co.
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 05-061.
4. Liquidated damages of \$_____ per day shall apply for failure to meet delivery schedule.
5. All shipments must be labeled "County Furnished material for Project No. WUD 05-061".

| Quantity | Description | Unit Cost | Total |
|----------------|----------------|------------------|------------------------|
| See Attachment | See Attachment | See Attachment | |
| | | | \$ 2,376,268.80 |
| | | S&H | Included |
| | | SubTotal | \$ 2,376,268.80 |
| | | Sales Tax Rate | Exempt |
| | | Sales Tax | \$0.00 |
| | | Total Due | \$ 2,376,268.80 |

Authorized Signature: Vendor Representative

Authorized Signature: Project Representative

Matthew P. Tilli, Vice President, LANZO Construction Co.

SALES TAX RECOVERY PROGRAM**Palm Beach County Water Utilities****Project WUD 05-061: Northern Region Utility Improvement - Phase III****LANZO Construction Company**

| DESCRIPTION | Ferguson Water Works | |
|-------------------------------------|----------------------|-------------|
| | Unit Price | Cost |
| *0705 24 SDR11 DIPS GREE STRIPE HDP | \$79.00 | \$79,000.00 |
| 12 CL350 DI SJ EPOX PIPE | \$31.75 | \$1,270.00 |
| 6 CL350 P-401 DI FASTITE PIPE | \$18.00 | \$1,440.00 |
| 20 MJ RW DI OL GATE VLV L/A | \$5,900.00 | \$64,900.00 |
| 18 MJ RW DI OL GATE VLV L/A | \$5,650.00 | \$39,550.00 |
| 16 MJ RW DI OL GATE VLV L/A | \$2,975.00 | \$5,950.00 |
| 12 MJ RW DI OL GATE VLV L/A | \$1,100.00 | \$5,500.00 |
| 8 MJ RW DI OL GATE VLV L/A | \$560.00 | \$2,240.00 |
| 6 MJ RW DI OL GATE VLV L/A | \$375.00 | \$2,250.00 |
| 4 MJ RW DI OL GATE VLV L/A | \$270.00 | \$270.00 |
| 3 MJ RW DI OL GATE VLV L/A | \$266.00 | \$266.00 |
| 2PC SCRW TYPE VLV BX W/ SWR LID | \$64.00 | \$2,240.00 |
| 3 BRS VLV ID TAG | \$17.00 | \$595.00 |
| 20 MJ C153 P-401 TEE L/A | \$1,575.00 | \$3,150.00 |
| 18X16 MJ C153 P-401 TEE L/A | \$1,465.00 | \$1,465.00 |
| 18X12 MJ C153 P-401 TEE L/A | \$1,465.00 | \$1,465.00 |
| 16 MJ C153 P-401 TEE L/A | \$910.00 | \$910.00 |
| 8 MJ C153 P-401 TEE L/A | \$168.00 | \$168.00 |
| 6 MJ C153 P-401 TEE L/A | \$140.00 | \$140.00 |
| 12 MJ C153 P-401 TEE L/A | \$395.00 | \$1,185.00 |
| 12X6 MJ C153 P-401 TEE L/A | \$325.00 | \$325.00 |
| 18 MJ C153 P-401 90 BEND L/A | \$830.00 | \$830.00 |
| 12 MJ C153 P-401 90 BEND L/A | \$308.00 | \$616.00 |
| 8 MJ C153 P-401 90 BEND L/A | \$139.00 | \$278.00 |
| 6 MJ C153 P-401 90 BEND L/A | \$99.00 | \$99.00 |
| 20 MJ C153 P-401 45 BEND L/A | \$927.00 | \$18,540.00 |
| 18 MJ C153 P-401 45 BEND L/A | \$784.00 | \$13,328.00 |
| 16 MJ C153 P-401 45 BEND L/A | \$484.00 | \$968.00 |
| 8 MJ C153 P-401 45 BEND L/A | \$133.00 | \$266.00 |
| 20 MJ C153 P-401 22-1/2 BEND L/A | \$988.00 | \$6,916.00 |
| 18 MJ C153 P-401 22-1/2 BEND L/A | \$788.00 | \$9,456.00 |
| 20 MJ C153 P-401 11-1/4 BEND L/A | \$940.00 | \$2,820.00 |
| 18 MJ C153 P-401 11-1/4 BEND L/A | \$781.00 | \$4,686.00 |
| 18 MJ C110 P-401 CRS L/A | \$2,366.00 | \$2,366.00 |
| 24X20 MJ C153 P-401 RED L/A | \$1,560.00 | \$3,120.00 |
| 20X18 MJ C153 P-401 RED L/A | \$1,254.00 | \$1,254.00 |
| 16X8 MJ C153 P-401 RED L/A | \$334.00 | \$334.00 |

SALES TAX RECOVERY PROGRAM**Palm Beach County Water Utilities****Project WUD 05-061: Northern Region Utility Improvement - Phase III****LANZO Construction Company**

| DESCRIPTION | Ferguson Water Works | |
|-------------------------------------|----------------------|-------------|
| | Unit Price | Cost |
| 18X12 MJ C153 P-401 RED L/A | \$850.00 | \$1,700.00 |
| 16X12 MJ C153 P-401 RED L/A | \$485.00 | \$485.00 |
| 20X10 SEMJ RED P-401 | \$915.00 | \$915.00 |
| 12X8 MJ C153 P-401 RED L/A | \$151.00 | \$302.00 |
| 10X4 SEMJ C153 P-401 RED L/A | \$97.00 | \$97.00 |
| 8X6 SEMJ C153 EPOX RED L/A | \$88.00 | \$176.00 |
| 20 MJ C153 P-401 SLD PLUG | \$428.00 | \$428.00 |
| 18 MJ C153 P-401 SLD PLUG | \$418.00 | \$836.00 |
| 4 MJ C153 P-401 SLD PLUG | \$25.00 | \$25.00 |
| 16 MJ C153 P-401 SLD CAP L/A | \$304.00 | \$304.00 |
| 8 MJ C153 P-401 SLD CAP L/A | \$59.00 | \$59.00 |
| 20 MJ C153 P-401 LONG SLV L/A | \$800.00 | \$800.00 |
| 20 JT REST C905 PIPE | \$360.00 | \$25,560.00 |
| 18 JT REST C905 PIPE | \$225.00 | \$12,600.00 |
| 20 MEGALUG F/ C905 PVC | \$216.00 | \$15,120.00 |
| 20 MEGALUG F/ DI | \$192.00 | \$4,224.00 |
| 18 MEGALUG F/ C905 PVC | \$178.00 | \$14,240.00 |
| 18 MEGALUG F/ DI | \$155.00 | \$2,480.00 |
| 16 MEGALUG F/ C905 PVC | \$150.00 | \$2,100.00 |
| 12 DI MEGALUG ACC PKG | \$64.00 | \$1,984.00 |
| 8 MEGALUG ACC SET F/ C900/IPS | \$42.00 | \$1,008.00 |
| 6 DI MEGALUG ACC PKG | \$24.00 | \$480.00 |
| 4 DI MEGALUG ACC PKG | \$20.00 | \$40.00 |
| 20 CL300 P-401 DI FASTITE PIPE | \$59.47 | \$5,947.00 |
| 18 CL300 P-401 DI FASTITE PIPE | \$52.22 | \$4,177.60 |
| 16 CL350 P-401 DI FASTITE PIPE | \$46.00 | \$920.00 |
| *0306 20X2 IP DBL STRP SDL 21.10-22 | \$169.00 | \$1,521.00 |
| *0306 18X2 IP DBL STRP SDL 19.50-21 | \$166.00 | \$1,162.00 |
| *0306 16X2 IP DBL STRP SDL 17.40-18 | \$88.00 | \$88.00 |
| 2 MIP X MIP BALL CORP ST | \$106.00 | \$1,802.00 |
| 2 WST WTR AIR RLSE VLV W/BW ASSY | \$648.00 | \$11,016.00 |
| 8 MEGAFLANGE FLG ADPT | \$225.00 | \$450.00 |
| 8 FLG L&W CHK VLV | \$1,550.00 | \$1,550.00 |
| 8 X 1-1/2 FT FLGXFLG EPOX P | \$153.00 | \$153.00 |
| 8" ABB MAG METER | \$6,100.00 | \$6,100.00 |
| 8 SS LINK SEAL | \$115.00 | \$2,070.00 |
| 8 316 SS FF 1/8 NEOP FLG PKG | \$37.00 | \$74.00 |

SALES TAX RECOVERY PROGRAM**Palm Beach County Water Utilities****Project WUD 05-061: Northern Region Utility Improvement - Phase III****LANZO Construction Company**

| DESCRIPTION | Ferguson Water Works | |
|------------------------------------|----------------------|--------------|
| | Unit Price | Cost |
| 6X1000 DET TAPE - FORCE MAIN | \$40.00 | \$800.00 |
| 41X300 POLYWRAP F/ 18 - 20 DIP SLD | \$0.60 | \$180.00 |
| 20 CASING SPACER | \$120.00 | \$600.00 |
| 30 SDR11 DIPS BLUE STRIPE HDPE | \$115.00 | \$115,000.00 |
| 18 CL350 DI SJ PIPE | \$36.00 | \$1,440.00 |
| 12 CL350 DI SJ PIPE | \$19.60 | \$784.00 |
| 8 CL350 DI SJ PIPE | \$11.50 | \$460.00 |
| 6 CL350 DI SJ PIPE | \$8.50 | \$2,040.00 |
| 4 CL350 DI SJ PIPE | \$9.00 | \$540.00 |
| 3 CL53 DI SJ PIPE | \$15.00 | \$300.00 |
| 24 MJ BFV L/A | \$3,550.00 | \$56,800.00 |
| 20 MJ BFV L/A | \$2,250.00 | \$22,500.00 |
| 18 MJ BFV L/A | \$2,250.00 | \$2,250.00 |
| 16 MJ BFV OL 150# W/ 2 NUT L/A | \$1,775.00 | \$3,550.00 |
| 12 MJ BFV L/A | \$750.00 | \$5,250.00 |
| 10 MJ RW DI OL GATE VLV L/A | \$895.00 | \$3,580.00 |
| 8 MJ RW DI OL GATE VLV L/A | \$560.00 | \$560.00 |
| 6 MJ RW DI OL GATE VLV L/A | \$375.00 | \$9,375.00 |
| 4 MJ RW DI OL GATE VLV L/A | \$270.00 | \$540.00 |
| 3 MJ RW DI OL GATE VLV L/A | \$266.00 | \$266.00 |
| 5-1/4 VO B84B HYD 4'6 OL L/A | \$1,125.00 | \$24,750.00 |
| 2PC SCRW VLV BX W/ WTR LID | \$64.00 | \$4,416.00 |
| 3 BRS VLV ID TAG | \$17.00 | \$1,173.00 |
| 24 MJ C153 TEE L/A | \$1,700.00 | \$5,100.00 |
| 24X18 MJ C153 TEE L/A | \$1,975.00 | \$1,975.00 |
| 20X12 MJ C153 TEE L/A | \$950.00 | \$3,800.00 |
| 20X8 STD MJ C153 TEE L/A | \$750.00 | \$750.00 |
| 20X6 MJ C153 TEE L/A | \$815.00 | \$5,705.00 |
| 20X6 MJ C153 TEE L/A | \$815.00 | \$815.00 |
| 6X4 SEMJ C153 RED L/A | \$70.00 | \$70.00 |
| 12 MJ C153 TEE L/A | \$195.00 | \$195.00 |
| 12X4 MJ C153 TEE L/A | \$140.00 | \$140.00 |
| 10 MJ C153 TEE L/A | \$135.00 | \$270.00 |
| 10X6 MJ C153 TEE L/A | \$110.00 | \$110.00 |
| 24X6 MJ C153 TEE L/A | \$1,950.00 | \$31,200.00 |
| 16X12 MJ C153 TEE L/A | \$500.00 | \$500.00 |
| 16X6 MJ C153 TEE L/A | \$450.00 | \$450.00 |

SALES TAX RECOVERY PROGRAM**Palm Beach County Water Utilities****Project WUD 05-061: Northern Region Utility Improvement - Phase III****LANZO Construction Company**

| DESCRIPTION | Ferguson Water Works | |
|----------------------------|----------------------|-------------|
| | Unit Price | Cost |
| 24 MJ C153 90 BEND L/A | \$1,200.00 | \$1,200.00 |
| 20 MJ C153 90 BEND L/A | \$772.00 | \$3,088.00 |
| 12 MJ C153 90 BEND L/A | \$140.00 | \$280.00 |
| 10 MJ C153 90 BEND L/A | \$100.00 | \$200.00 |
| 6 MJ C153 90 BEND L/A | \$45.00 | \$810.00 |
| 4 MJ C153 90 BEND L/A | \$29.00 | \$58.00 |
| 24 MJ C153 45 BEND L/A | \$925.00 | \$12,950.00 |
| 20 MJ C153 45 BEND L/A | \$625.00 | \$6,250.00 |
| 24 MJ C153 22-1/2 BEND L/A | \$960.00 | \$5,760.00 |
| 20 MJ C153 22-1/2 BEND L/A | \$640.00 | \$2,560.00 |
| 18 MJ C153 22-1/2 BEND L/A | \$500.00 | \$1,000.00 |
| 24 MJ C153 11-1/4 BEND L/A | \$830.00 | \$830.00 |
| 20 MJ C153 11-1/4 BEND L/A | \$575.00 | \$3,450.00 |
| 20 MJ C153 CRS L/A | \$2,350.00 | \$2,350.00 |
| 30X24 MJ C153 RED L/A | \$3,450.00 | \$6,900.00 |
| 24X20 MJ C153 RED L/A | \$825.00 | \$825.00 |
| 24X12 MJ C153 RED L/A | \$700.00 | \$700.00 |
| 18X10 MJ C153 RED L/A | \$525.00 | \$525.00 |
| 18X8 MJ C153 RED L/A | \$450.00 | \$450.00 |
| 8X6 SEMJ C153 RED L/A | \$50.00 | \$50.00 |
| 16X10 MJ C153 RED L/A | \$230.00 | \$230.00 |
| 12X6 MJ C153 RED L/A | \$75.00 | \$75.00 |
| 4X3 MJ C153 RED L/A | \$25.00 | \$25.00 |
| 24 MJ C153 SLD PLUG | \$540.00 | \$1,080.00 |
| 12 MJ C153 SLD PLUG | \$50.00 | \$150.00 |
| 8 MJ C153 SLD PLUG | \$28.00 | \$28.00 |
| 6 MJ C153 SLD PLUG | \$22.00 | \$44.00 |
| 4 MJ C153 SLD PLUG | \$12.00 | \$24.00 |
| 6X12 MJ C153 LONG SLV L/A | \$44.00 | \$44.00 |
| 4X12 MJ C153 LONG SLV L/A | \$35.00 | \$350.00 |
| 24X2 MJ C153 TAP PLUG | \$540.00 | \$1,080.00 |
| 20X2 MJ C153 TAP PLUG | \$349.00 | \$349.00 |
| 16X2 MJ C153 TAP PLUG | \$195.00 | \$195.00 |
| 6X2 MJ C153 TAP PLUG | \$28.00 | \$28.00 |
| 10X2 MJ C153 TAP CAP L/A | \$48.00 | \$48.00 |
| 24 JT REST C905 PIPE | \$425.00 | \$44,625.00 |
| 20 JT REST C905 PIPE | \$360.00 | \$24,120.00 |

SALES TAX RECOVERY PROGRAM**Palm Beach County Water Utilities****Project WUD 05-061: Northern Region Utility Improvement - Phase III****LANZO Construction Company**

| DESCRIPTION | Ferguson Water Works | |
|-----------------------------------|----------------------|-------------|
| | Unit Price | Cost |
| 30 MEGALUG ACC SET F/ DI | \$785.00 | \$785.00 |
| 24 MEGALUG F/ C905 PVC | \$270.00 | \$26,460.00 |
| 24 MEGALUG F/ DI | \$230.00 | \$2,300.00 |
| 24 MJ ACC PKG L/ GLAND 5 BOLT | \$0.00 | |
| 20 MEGALUG ACC SET F/ C905 PVC | \$216.00 | \$12,528.00 |
| 20 MEGALUG F/ DI | \$192.00 | \$1,920.00 |
| 20 MJ ACC PKG L/ GLAND 4-1/2 BOLT | \$0.00 | |
| 18 MEGALUG F/ DI | \$155.00 | \$1,395.00 |
| 18 MJ ACC PKG L/ GLAND 4-1/2 BOLT | \$0.00 | |
| 12 DI MEGALUG ACC PKG | \$64.00 | \$1,408.00 |
| 10 DI MEGALUG ACC PKG | \$47.00 | \$940.00 |
| 6 DI MEGALUG ACC PKG | \$24.00 | \$3,240.00 |
| 4 DI MEGALUG ACC PKG | \$20.00 | \$180.00 |
| 3 DI MEGALUG ACC PKG | \$18.00 | \$54.00 |
| 18X3/4 CC SHOP COAT | \$187.00 | \$187.00 |
| 3/4 CC X FIP BALL CORP ST | \$21.00 | \$21.00 |
| 3/4X20 PVC SCH40 BE PIPE | \$50.00 | \$5.00 |
| 3/4 PVC SCH40 SXF 90 ELL | \$0.50 | \$0.50 |
| #88 ECLI SMPL STN | \$535.00 | \$535.00 |
| 2 MIP X PVC COMP COUP | \$45.00 | \$225.00 |
| 2 X 20 FT PVC SCH40 BE PIPE | \$100.00 | \$25.00 |
| 2 PVC SCH40 SXS 90 ELL | \$1.00 | \$5.00 |
| 2-1/2 MNST X 2 MIP BRS HYD ADPT | \$8.00 | \$40.00 |
| 2-1/2 NST PIN LUG CAP W/ CHAIN | \$9.00 | \$45.00 |
| 36 - 48 ROADWAY BX | \$64.00 | \$320.00 |
| 24X1-1/2 IP SHOP COAT | \$198.00 | \$1,584.00 |
| 1-1/2 MIP X PVC PJ BALL CORP ST | \$83.00 | \$664.00 |
| 1-1/2 PVC SCH40 SXF ADPT | \$2.00 | \$16.00 |
| 1-1/2X3/4 PVC SCH40 FTG X F BUSH | \$1.00 | \$8.00 |
| 3/4 PVC SCH40 SXM ADPT | \$0.25 | \$6.00 |
| 3/4 PVC SCH40 SXS 45 ELL | \$0.45 | \$3.60 |
| 3/4 BRZ 200# WOG IPS NRS GATE VLV | \$6.00 | \$48.00 |
| 3/4 PVC SCH40 SXS 90 ELL | \$0.30 | \$4.80 |
| 3/4X20 PVC SCH40 BE PIPE | \$50.00 | \$20.00 |
| 2-1/2 FNST X 1 MIP BRS HYD ADPT | \$12.00 | \$264.00 |
| 1 PVC SCH40 SXF ADPT | \$0.50 | \$11.00 |
| 1 PVC SCH40 SXS 90 ELL | \$0.50 | \$33.00 |

SALES TAX RECOVERY PROGRAM

Palm Beach County Water Utilities

Project WUD 05-061: Northern Region Utility Improvement - Phase III

LANZO Construction Company

| DESCRIPTION | Ferguson Water Works | |
|-------------------------------------|----------------------|------------|
| | Unit Price | Cost |
| 1 PVC SCH40 SXM ADPT | \$0.50 | \$22.00 |
| 1 BRZ 200# WOG IPS NRS GATE VLV | \$7.00 | \$154.00 |
| 1X20 PVC SCH40 BE PIPE | \$80.00 | \$80.00 |
| *0306 24X2 IP DBL STRP SDL 24.30-25 | \$198.00 | \$1,188.00 |
| 20X1 IP SHOP COAT F/ DI | \$170.00 | \$680.00 |
| 18X1 IP SHOP COAT F/ DI | \$165.00 | \$165.00 |
| 2 MIP X MIP BALL CORP ST | \$106.00 | \$636.00 |
| 1 MIP X MIP BALL CORP ST | \$29.00 | \$145.00 |
| 2 AIR RELEASE VLV | \$655.00 | \$3,930.00 |
| 1 AIR RELEASE VLV | \$576.00 | \$2,880.00 |
| 24 CL200 CL DI FASTITE PIPE | \$43.50 | \$5,220.00 |
| 20 CL250 DI SJ PIPE | \$41.00 | \$3,280.00 |
| 1/2X3 PVC SCH80 NIP | \$0.50 | \$11.00 |
| 1/2X4 PVC SCH80 NIP | \$0.50 | \$11.00 |
| 1/2X6 PVC SCH80 NIP | \$0.50 | \$5.50 |
| 1/2 PVC SCH80 SXS VITON UNION | \$3.00 | \$66.00 |
| 1/2 PVC SCH80 THRD 90 ELL | \$1.00 | \$22.00 |
| 10 MEGAFLANGE FLG ADPT | \$288.00 | \$864.00 |
| 10 LINK SEAL | \$128.00 | \$256.00 |
| 10 FLG L&W CHK VLV | \$2,300.00 | \$2,300.00 |
| 10 X 3-1/2 FT FLGXPE DI PIPE | \$236.00 | \$236.00 |
| 10X3/4 IP DBL STRP SAD 10.00-11.10 | \$33.00 | \$33.00 |
| 3/4X1/4 GALV MI BUSH | \$2.00 | \$2.00 |
| 1/4 OD PETCK | \$7.00 | \$7.00 |
| 1/4 GALV MI 150# ST 45 ELL | \$2.00 | \$2.00 |
| 2-1/2 SS / BR FILL GA 0-300 1/4 LM | \$28.00 | \$28.00 |
| 10 SENSUS FLG TURBINE METER | \$7,800.00 | \$7,800.00 |
| 10 316 SS FF 1/8 NEOP FLG PKG | \$99.00 | \$198.00 |
| 24 CASING SPACER | \$167.00 | \$835.00 |
| 6X1000 DET TAPE - WTR | \$40.00 | \$720.00 |
| 41X300 POLYWRAP F/ 18 - 20 DIP SLD | \$0.60 | \$180.00 |
| *0306 20X2 IP DBL STRP SDL 21.10-22 | \$169.00 | \$169.00 |
| 2 MIP X MIP BALL CORP ST | \$106.00 | \$106.00 |
| 2 WST WTR AIR RLSE VLV W/BW ASSY | \$649.00 | \$649.00 |
| 24 DIPS SDR11 MJ ADPT W/ ACC | \$950.00 | \$1,900.00 |
| 20 CL250 P-401 DI FASTITE PIPE | \$75.34 | \$1,506.80 |
| 30 DIPS SDR11 MJ ADPT W/ ACC | \$2,500.00 | \$5,000.00 |

SALES TAX RECOVERY PROGRAM
Palm Beach County Water Utilities
Project WUD 05-061: Northern Region Utility Improvement - Phase III
LANZO Construction Company

| DESCRIPTION | Ferguson Water Works | |
|-------------------------------------|----------------------|-------------|
| | Unit Price | Cost |
| 1"X6' 316 SS ALL THREAD | \$20.00 | \$20.00 |
| 1 SS FLT WSHR | \$2.00 | \$2.00 |
| 1 SS 316 HEX NUT | \$4.00 | \$4.00 |
| *0306 24X2 IP DBL STRP SDL 24.30-25 | \$198.00 | \$198.00 |
| 2 MIP X MIP BALL CORP ST | \$106.00 | \$106.00 |
| 2 AIR RELEASE VLV | \$240.00 | \$240.00 |
| 24 CL200 CL DI FLEX RNG PIPE | \$68.40 | \$13,680.00 |
| 24 CASING SPACER | \$167.00 | \$3,841.00 |
| 20 CL250 P-401 DI FLEX RNG PIPE | \$75.34 | \$15,068.00 |
| 20 CASING SPACER | \$139.00 | \$3,197.00 |
| 18 CL250 CL DI FLEX RNG PIPE | \$65.87 | \$11,856.60 |
| 18 SS CASING SPACER F/DI | \$111.00 | \$1,998.00 |
| 16 CL350 P-401 DI FLEX RNG PIPE | \$60.33 | \$10,859.40 |
| 16 SS CASING SPACER F/ DI | \$112.00 | \$2,016.00 |
| 24 CL200 CL DI FLEX RNG PIPE | \$68.40 | \$6,840.00 |
| 24 CASING SPACER | \$167.00 | \$1,670.00 |
| 18 CL250 P-401 DI FLEX RNG PIPE | \$65.87 | \$6,587.00 |
| 18 SS CASING SPACER F/DI | \$111.00 | \$1,110.00 |
| 20 CL250 CL DI FLEX RNG PIPE | \$52.69 | \$11,591.80 |
| 20 CASING SPACER | \$139.00 | \$3,058.00 |
| 18 CL250 P-401 DI FLEX RNG PIPE | \$65.87 | \$14,491.40 |
| 18 SS CASING SPACER F/DI | \$111.00 | \$2,442.00 |
| 3 CL53 DI SJ PIPE | \$15.00 | \$4,500.00 |
| 3 DI STD DUTY REST ZIP FLG | \$25.00 | \$400.00 |
| 3 DI C110 FLG 90 BEND | \$49.00 | \$1,568.00 |
| 3 DI C110 THRD COMP FLG F/ STL | \$18.00 | \$288.00 |
| 3 316 SS FF 1/8 NEOP FLG PKG | \$18.00 | \$864.00 |
| 16" DROP BOWL F/ 16" C900 PVC | \$610.00 | \$610.00 |

| | |
|---------------------------------|-----------------------|
| TOTAL: | \$1,049,789.00 |
| 6.5% Sales Tax on First \$5,000 | \$325.00 |
| 6.0% Sales Tax of balance | \$62,687.34 |
| GRAND TOTAL: | \$1,112,801.34 |

Purchase Requisition Request Form

Northern Region Utility Improvement Project - Phase 3
Project No. WUD 05-061
Palm Beach County, Florida

Invoicing address:

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

ATTACHMENT B

Per Palm Beach County
PO # PBC 05-061 - 02

Issued To:

Ferguson Water Works
3697 Interstate Park Rd S
Riviera Beach, Florida 33494
561/844-3222

Delivery Address:

LANZO Construction Co.
ATTN: Matthew P. Tilli
Call for delivery instruction: 954/979-0802

| Date | Project No. | Deliverey Date | Ship via | F.O.B. | Terms |
|------------|-------------|--------------------------------------|----------|--------------|--------|
| 10/13/2006 | WUD 05-061 | As ordered by LANZO Construction Co. | VENDOR | Project Site | Net 30 |

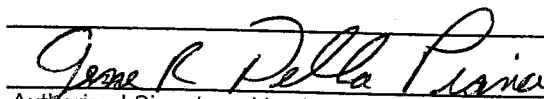
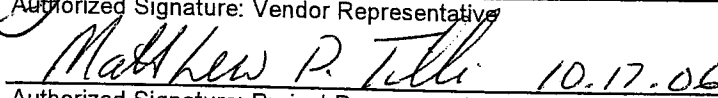
In the event of a conflict between the elements of this Purchase Order, the descending order of enforcement precedence shall be: 1. the Purchase Order, 2. Attachment A and 3. this Attachment B. Invalidation of terms of any portion of this agreement by a terms of higher precedence will be done without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

Attachments:

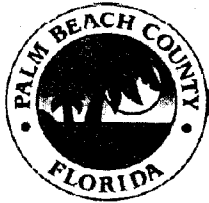
1. Palm Beach County Purchase Order #05-061
2. Attachment A is included by reference and provides Palm Beach County Terms and Conditions applicable to this Purchase Order.
3. Attachment B, this Purchase Requisition Request Form with attachments, is included by reference and provides a description of materials and equipment as required and provides applicable terms and conditions.

Notes:

1. Contract Schedule: Schedule Shipment as coordinated by LANZO Construction Co.
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 Procurement.
3. This Purchase Order confirms acceptance by Palm Beach County and your Bid to provide County Furnished Materials for project # WUD 05-061.
4. Materials for FOB jobsite.
5. All shipments must be labeled "County Furnished material for Project No. WUD 05-061"

| Quantity | Description | Unit Cost | Total |
|---|----------------|----------------|----------------|
| See Attachment | See Attachment | See Attachment | \$1,049,789.00 |
|  Authorized Signature: Vendor Representative | | S&H | Included |
|  Authorized Signature: Project Representative | | SubTotal | \$1,049,789.00 |
| | | Sales Tax Rate | Exempt |
| | | Sales Tax | 0.00 |
| | | Total Due | \$1,049,789.00 |

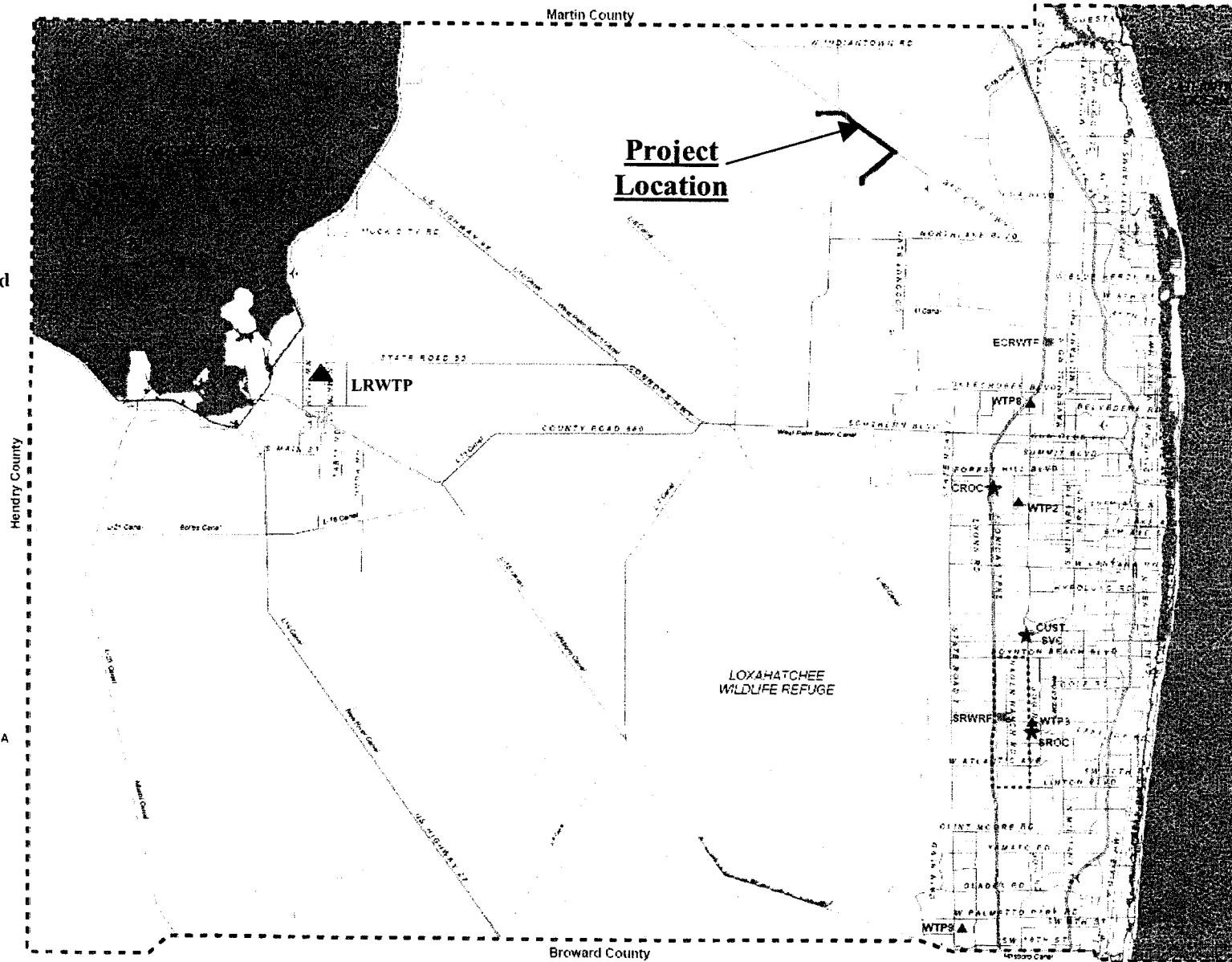
Matthew P. Tilli, Vice President, LANZO Construction Co.



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

Legend

- P.B.C.W.U.D. SA
- MANDATORY RECLAIMED SA
- COUNTY LIMITS
- ★ Administration
- ⊠ Water Reclamation Plant
- ▲ Water Treatment Plant
- ◡ Wetlands



Project Name WUD # 05-061

Palm Beach County Sales Tax Recovery Program

Project No. 05-061 - Northern Region Utility Improvement Project - Phase III

Contractor - LANZO Construction Company

| Supplier | Description of Material | Material Price | Sales Tax | Total |
|----------------------|--|-----------------|---------------|-----------------|
| L & L World Wide | PVC Pipe | \$ 2,376,298.80 | \$ 142,602.93 | \$ 2,518,901.73 |
| Ferguson Water Works | Valves, Fittings, DIP Pipe & Appurtenances | \$ 1,049,789.00 | \$ 63,012.34 | \$ 1,112,801.34 |
| | | | | |
| | | | | |
| | | | | |
| | Totals | \$ 3,426,087.80 | \$ 205,615.27 | \$ 3,631,703.07 |



WATER UTILITIES DEPARTMENT INTEROFFICE MEMORANDUM

DATE: November 23, 2006

TO: Vernetha Green
WUD Procurement

FROM: John E. Rich, P.E. through
Brian Shields, P.E., Director of Engineering
Water Utilities Department

RE: Northern Region Utility Improvement – Phase III
Project WUD 05-061
Sales Tax Recovery on Owner Furnished Material
Purchase Order No. 05-061-01

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, which was authorized by the Board of County Commissioners at the November 21, 2006 meeting. The Purchase Requisition Request Form is issued to the supplier from the contractor as follows:

The following information will assist in preparing the purchase orders:

| | | | |
|--------------|--|---------------------|---|
| Contractor: | LANZO Construction Company 125 SE 5 th Court Deerfield Beach, Florida 33441 | Attention: | Matthew P. Tilli, Project Mgr. 561-973-0802 Office 561-979-9897 Fax |
| Supplier: | L & L Worldwide, Inc. 6310 Pompano Street Jupiter, Florida 33458 | Attention: | Lula Stock 561-630-9201 Office 561-656-2483 Fax |
| PBC #: | PBC 05-061 | Amount of Purchase: | \$2,376,268.80 |
| Account #: | 4011 721 W006-6543 (50%) 4011 721 W006-6547 (50%) | | |
| Vendor Code: | LLWO0002 | | |
| Description: | Furnish: PVC pipes as per attached quotation. | | |
| Attachments: | 1) Purchase Requisition Request Form 2) Attachment A, Terms and Conditions 3) Assistant County Attorney Approval | | |
| Copy: | Jim Mize, Assistant County Attorney Vince Riccobono, P.E., WUD Construction Section Manager | | |



WATER UTILITIES DEPARTMENT INTEROFFICE MEMORANDUM

DATE: November 23, 2006

TO: Jim Mize, Assistant County Attorney

FROM: John E. Rich, P.E. through
Brian Shields, P.E., Director of Engineering
Water Utilities Department

RE: Northern Region Utility Improvement Project – Phase III WUD 05-061
Sales Tax Recovery on Owner Furnished Material
Attorney Approval Form - Purchase Order No. 2

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 or comments, please do not hesitate to contact either Dimitrios Scarlatos at 493-6118 or me at 493-6116.

Please Check One:

- _____ Approved Package:
forwarded to WUD Procurement (Attn: Vernetha Green, 493-6240 - Fax)
Copy to WUD Engineering (Attn: John Rich, 493-6113 - Fax)
- _____ Returned to WUD Engineering with comments (Attn: John Rich, 493-6116)

Signature

Date

C: Brian Shields
File 05-061

10/12/2006 10:25 FAX 889 874 3894

LANZO, FLORIDA

Oct 12 2006 3:38PM HP LASERJET FAX

005

p. 1

L & L WORLDWIDE INC.
6310 POMPANO STREET
JUPITER, FL. 33458

Quote

~~Invoice~~

| Date | Invoice # |
|------------|-----------|
| 10/12/2006 | 4931 |

| |
|--|
| Bill To |
| LANZO CONSTRUCTION CO., FLORIDA 125 S. E. 5 TH COURT DEERFIELD BEACH, FL. 33441-4749 |

| |
|---|
| Ship To |
| LANZO CONSTRUCTION CO., FLORIDA SHIPPING INSTRUCTIONS TO FOLLOW PBC N. REG UTILITIES PH 111 |

| P.O. Number | Terms | Rep | Ship | Via | F.O.B. | Project |
|-------------|-------|-----|------------|-----|--------|---------|
| | | | 10/12/2006 | | | |

| Quantity | Item Code | Description | Price Each | Amount |
|---|-----------|---------------------------------|------------|--------------|
| 22,400 | 20" | C905 DR25 CL 165 PVC GREEN PIPE | 31.42 | 703,808.00 |
| 10,500 | 18" DR25 | C905 CL165 PIPE GRN | 25.49 | 267,645.00 |
| 60 | 16" DR25 | C905 CL 165 PIPE GRN | 20.09 | 1,205.40 |
| 120 | 8" DR 18 | C900 CL150 PIPE GREEN | 7.47 | 896.40 |
| 28,300 | 24" DR25 | C905 PIPE CL165 GJ PIPE | 43.78 | 1,238,974.00 |
| 5,300 | 20" DR 25 | C905 CL 165 PIPE PVC GJ | 30.90 | 163,770.00 |
| 1 | TAX 1 | TAX 1 | 142,577.93 | 142,577.93 |
| 1 | TAX 1 | TAX SURCHARGE | 25.00 | 25.00 |
| PLEASE NOTE LANZO TO GIVE DELV LOCATION | | | | |
| <i>Matt / Sharon</i> | | | | |

| | | |
|----------------------------|--------------|----------------|
| Thx you for your business. | Total | \$2,518,901.73 |
|----------------------------|--------------|----------------|

Purch Requisition Request Form

Northern Region Utility Improvement Project - Phase 3
Project No. WUD 05-061
Palm Beach County, Florida

Invoicing address:

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

ATTACHMENT B

Per Palm Beach County
PO # PBC 05-061 - 01

Issued To:

L & L Worldwide Inc.
6310 Pompano Street
Jupiter, Florida 33458
561/630-9201

Delivery Address:

LANZO Construction Co.
ATTN: Matthew P. Tilli
Call for delivery instruction: 954/979-0802

| Date | Project No. | Deliverey Date | Ship via | F.O.B. | Terms |
|------------|-------------|--------------------------------------|----------|--------------|--------|
| 10/13/2006 | WUD 05-061 | As ordered by LANZO Construction Co. | 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:

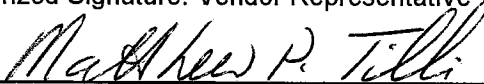
1. Palm Beach County Purchase Order #05-061 - 01
2. Attachment A is included by reference and provides Palm Beach County Terms and Conditions applicable to this Purchase Order.
3. Attachment B, this Purchase Requisition Request Form with attachments, is included by reference and provides a description of materials and equipment as required and provides applicable terms and conditions.

Notes:

1. Contract Schedule: Schedule Shipment as coordinated by LANZO Construction Co.
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 05-061.
4. Liquidated damages of \$ _____ per day shall apply for failure to meet delivery schedule.
5. All shipments must be labeled "County Furnished material for Project No. WUD 05-061".

| Quantity | Description | Unit Cost | Total |
|----------------|----------------|------------------|------------------------|
| See Attachment | See Attachment | See Attachment | |
| | | | \$ 2,376,268.80 |
| | | S&H | Included |
| | | SubTotal | \$ 2,376,268.80 |
| | | Sales Tax Rate | Exempt |
| | | Sales Tax | \$0.00 |
| | | Total Due | \$ 2,376,268.80 |


Authorized Signature: Vendor Representative

 10.17.06
Authorized Signature: Project Representative

Matthew P. Tilli, Vice President, LANZO Construction Co.

SPECIAL CONDITIONS

PROVISIONS GOVERNING STATE OF FLORIDA SALE AND USE TAX EXEMPTION FOR COUNTY-FURNISHED MATERIALS

1. Sales and Use Taxes. The County is exempt from paying sales and use taxes on materials and equipment purchased for, and incorporated into the **Northern Region Utility Improvement Project – Phase III, Project No. 05-061** (hereinafter the “Project”). The County shall make direct purchases of all materials and equipment purchased for, or to be incorporated into the Project, as requested by the Contractor and agreed upon by the County in the form of a change order. All direct purchases of materials and equipment shall be made by the County with funds specifically allocated for the construction of the Project. The Contractor shall notify the County no later than **10 calendar days** after request by County of the requested materials and equipment to be purchased by the County for the Project. The standard Palm Beach County Terms and Conditions applicable to this program are included as Attachment A to this section. Each equipment supplier of equipment to be provided under the Sales Tax Recovery Program shall be obligated to meet the requirements of the Palm Beach County Terms and Conditions and the Technical Specifications.
 - 1.1 The Contractor shall: (a) compile Contractor's and any Subcontractors' itemized requirement for materials and equipment, including quantities, unit costs, manufacturers' or vendors' catalogue or order numbers, delivery instructions, and other specific terms and information that is required to order the specific materials and equipment, and terms and conditions to be imposed on suppliers regarding delivery and submittal time requirements, and quantities thereof required by Contractor or Subcontractors in accordance with the applicable requirements of the Construction Contract, from time to time, during the construction of the Project, as materials and equipment need to be ordered for the Project, and submit such compilation to the County's Construction Services Project Manager; (b) prepare a requisition for such materials and equipment on the County's form of requisition; and (c) deliver any such requisition to the County's Construction Services Project Manager no less than thirty (30) days prior to the date the manufacturer or vendor of the materials or equipment, as the case may be, requires orders for such materials or equipment to be placed to assure delivery of such materials or equipment to the Site in accordance with the Project Schedule (the “Order Date”). The requisition shall identify the Order Date. Upon receipt of any such requisition the County's Construction Services Project Manager shall forward same to the County. The County shall issue a Purchase Order directly to the vendor of the materials or equipment, prior to the Order Date (a Purchase Order). The County shall include with any such Purchase Order, a copy of the County's sales and use tax exemption certificate. The County shall make direct payment to the vendor from the County's account.
 - 1.2 The Contractor, upon the delivery of any such materials or equipment, shall verify the conformity of such materials or equipment with the terms of the Purchase Order and the Contract Documents. If the Contractor determines that the materials and equipment are conforming, the County shall take title and possession of such material and equipment before such materials and equipment are incorporated into the Project. If the Contractor determines that the materials and equipment are non-conforming, the Contractor shall immediately notify the County in writing and the County shall reject such material and equipment.

- 1.3 The County shall assume all risk of loss on all materials and equipment purchased pursuant to its sales and use tax exemption, subject to the Provisions of Special Condition 1.5.
- 1.4 To the extent that materials and equipment are purchased pursuant to the County's sales and use tax exemption, the Contractor shall reduce the Contract Amount and the penal sum of its public construction bond by 1.06 times the cost of the materials and equipment plus an additional 0.5% of the first \$5,000.00 purchased directly by the County.
- 1.5 The Contractor shall be fully responsible for all matters relating to the receipt of materials and equipment furnished by the County in accordance with this Special Condition, including, but not limited to, the responsibility for verifying correct quantities, verifying documents or orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the materials and equipment at the time of delivery, and loss or damage to materials and equipment following acceptance of items due to the negligence of such Contractor or any Subcontractors. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by such Contractor for the particular materials furnished. The Contractor shall provide or arrange for all services required for the unloading, handling and storage of such materials and equipment through installation.
- 1.6 The Contractor shall visually inspect all shipments from material and equipment vendors purchased directly by the County in accordance with this Special Condition (the "County Furnished Materials") and approve the vendors' invoices for materials or equipment delivered, as County-Furnished Materials are furnished to the Site in accordance with this Special Condition. The Contractor shall assure that each delivery of County Furnished Materials is accomplished by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the vendor conforming to the Purchase Order, together with such additional information as the County may require. The Contractor shall deliver to the County's Construction Services Project Manager all invoices for materials and equipment upon verification by such Contractor that the materials and equipment conform exactly to the Contract Documents and the Purchase Order. Upon receipt of any invoice for County Furnished Materials, the County's Construction Services Project Manager shall deliver such invoice to the County for payment directly to the vendor.
- 1.7 The Contractor shall inspect all County Furnished Materials to determine that such County Furnished Materials conform to the Contract Documents, including the Drawings and the Specifications, and to determine prior to incorporation into the Work whether any such County Furnished Materials are patently defective, and whether such County Furnished Materials are identical to the materials ordered and match the description of the bill of lading and the Purchase Order. If Contractor discovers defective or non-conforming County Furnished Materials upon such visual inspection, Contractor shall: (1) not recommend acceptance of such non-conforming materials and equipment, (b) not utilize such non-conforming or defective materials in the Work; (c) not allow Subcontractor to utilize such non-conforming or defective materials in the Work; and (d) promptly notify the County's Construction Services Project Manager, in writing, of the defective or non-conforming condition so that repair or replacement of those County Furnished Materials can occur without any undue delay or interruption to the Project. In the event that such Contractor fails to perform such inspection or otherwise incorporates into the Work such defective or non-conforming County Furnished Materials, the Contractor shall be

responsible for the repair and replacement of defective or non-conforming materials, at its sole cost and expense.

- 1.8 The Contractor shall maintain records of all County Furnished Materials incorporated into the Work from the stock of County Furnished Materials. The Contractor shall account monthly to the County's Construction Services Project Manager and County for any County Furnished Materials delivered to the Site, indicating which County Furnished Materials have been incorporated into the Work.
- 1.9 The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all County Furnished Materials. All repair, maintenance or damage-repair calls shall be forwarded by the County or the Contractor to the Contractor for resolution with the appropriate vendor, or Subcontractor.
- 1.10 After the County takes possession of the County Furnished Materials at the Site, possession of the County's Furnished Material shall immediately and automatically transfer to the Contractor without notice. The transfer of possession of County Furnished Materials from the County to the Contractor shall constitute a bailment for the mutual benefit of the County and such Contractor. The County shall be considered the bailor and such Contractor the bailee of the County Furnished Materials. County Furnished Materials shall be considered returned to the County for purposes of their bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project.
- 1.11 The Contractor shall purchase and maintain builder's risk insurance, naming the County as an additional insured, sufficient to protect against loss of or damage to County-Furnished Materials. Such insurance shall be in the amount stated elsewhere in the Contract and shall cover the full value of any County-Furnished Materials between the time the County first takes title to and possession of any of such County-Furnished Materials until final completion of the Work."
- 1.12 The County shall not be liable for any interruption or delay damages in the Project by virtue of ordering the County Furnished Materials, for any defects or other problems with the Project by virtue of ordering the County Furnished Materials, or for any extra costs resulting from any delay in the delivery of, or defects in, the County Furnished Materials.
- 1.13 The Contractor, on a monthly basis, shall review invoices submitted by all vendors of County Furnished Materials delivered to the Site during the prior month and either concur or object to the County's Issuance of payment to the vendors, based upon such contractor's records of materials delivered to the Site and whether any of the County Furnished Materials for which payment has not been made were either non-conforming or defective.
- 1.14 In order to arrange for the prompt payment to the vendor, the Contractor shall provide to the County's Construction Services Project Manager a list of the acceptance of the goods or materials within fifteen (15) days of receipt of said goods or materials. Accompanying the list shall be a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the County. Upon receipt of the appropriate documentation, the County shall prepare a check payable to the vendor based upon the receipt of data provided. This check will be released, delivered and remitted directly to the vendor. The Contractor shall assist the County to immediately obtain partial or final release of waivers as appropriate. The County shall not make any payment without the appropriate Contractor's concurrence

and approval, which shall be delivered to the County by the County's Construction Services Project Manager. There shall be no retention on County Furnished Materials against either the vendor, the Contractor(s) or the Subcontractor(s).

- 1.15 The Contractor may, in its reasonable discretion, require certain material and equipment vendors to provide a supply bond in the amount of one-hundred percent (100%) of the Purchase Order price. The supply bond, if required, shall be issued by a qualified surety company authorized to do business in the State of Florida and acceptable to the County. If the supply bond is required, the costs thereof will be added to the amount of the Purchase Order. The Contractor shall verify that a vendor can furnish a supply bond. All bonds will name the County and the Contractor as additional obliges. To the extent that materials and equipment are purchased pursuant to the County's sales and use tax exemption, the Contractor shall reduce the Contract Amount and the penal sum of its public construction bond by 1.06 times the cost of the materials and equipment purchased directly by the County. Should the value of the material purchased directly by the County be less than the deducted amount, then the County shall refund the Contractor 1.06 times the difference. Reconciliation of the Purchase Order with the Change Order amount shall be performed at the end of each project phase.
- 1.16 The Contractor is advised that the following list of equipment may be included under the sales and use tax exemption program for County-furnished equipment. This list is provided to the Contractor for informational purposes only. The County reserves the right to revise the quantity of County-furnished equipment by deleting equipment listed or including equipment not listed herein: pipes, valves, fittings, appurtenances, concrete wetwells and manholes.

**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: November 23, 2006

TO: Vernetha Green
WUD Procurement

FROM: John E. Rich, P.E. through
Brian Shields, P.E., Director of Engineering
Water Utilities Department

RE: Northern Region Utility Improvement – Phase III
Project WUD 05-061
Sales Tax Recovery on Owner Furnished Material
Purchase Order No. 05-061-02

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, which was authorized by the Board of County Commissioners at the November 21, 2006 meeting. The Purchase Requisition Request Form is issued to the supplier from the contractor as follows:

The following information will assist in preparing the purchase orders:

| | | | |
|--------------|--|---------------------|--|
| Contractor: | LANZO Construction Company 125 SE 5 th Court Deerfield Beach, Florida 33441 | Attention: | Matthew P. Tilli, Project Mgr. 954-979-0802 Office 954-979-9897 Fax |
| Supplier: | Ferguson Water Works 3697 Interstate Park Road S. Riviera Beach, Florida 33404 | Attention: | Gino Della Piana 561-844-3222 Office 561-325-5135 Mobile 561-848-7001 Fax |
| PBC #: | PBC 05-061 | Amount of Purchase: | \$1,049,789.00 |
| Account #: | 4011 721 W006-6543 (50%) 4011 721 W006-6547 (50%) | | |
| Vendor Code: | New Vendor (VC to be assigned) | | |
| Description: | Furnish: Water Main and Force Main Valves, Fittings and Appurtenances as per attached quotation. | | |
| Attachments: | 1) Purchase Requisition Request Form 2) Attachment A, Terms and Conditions 3) Assistant County Attorney Approval | | |
| Copy: | Jim Mize, Assistant County Attorney Vince Riccobono, P.E., WUD Construction Section Manager | | |



WATER UTILITIES DEPARTMENT INTEROFFICE MEMORANDUM

DATE: November 23, 2006

TO: Jim Mize, Assistant County Attorney

FROM: John E. Rich, P.E. through
Brian Shields, P.E., Director of Engineering
Water Utilities Department

RE: Northern Region Utility Improvement Project – Phase III WUD 05-061
Sales Tax Recovery on Owner Furnished Material
Attorney Approval Form - Purchase Order No. 1

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 or comments, please do not hesitate to contact either Dimitrios Scarlatos at 493-6118 or me at 493-6116.

Please Check One:

_____ Approved Package:
forwarded to WUD Procurement (Attn: Vernetha Green, 493-6240 - Fax)
Copy to WUD Engineering (Attn: John Rich, 493-6113 - Fax)

_____ Returned to WUD Engineering with comments (Attn: John Rich, 493-6116)

Signature

Date

C: Brian Shields
File 05-061

Price Quotation # B83679

FEI - RIVIERA BEACH WW #1208

3697 INTERSTATE PARK RD S
RIVIERA BEACH, FL 33404

Phone : 561-844-3222

Fax : 561-848-7001

Bid No.....: B83679

Bid Date....: 10/10/2006

Quoted By: ADS

Customer.: BIDDING CONTRACTOR---BROWARD
FOR BIDDING PURPOSES ONLY
POMPANO BEACH, FL 33069

Cust Phone:

Terms.....: NET 10TH PROX

Ship To.....: BIDDING CONTRACTOR---BROWARD
FOR BIDDING PURPOSES ONLY
POMPANO BEACH, FL 33069

Cust PO#...: PB CO

Job Name.: NORTHERN REG UTI III

| Item | Description | Quantity | Net Price | UM | Total | Customer Code |
|---------------|--------------------------------------|----------|-----------|----|-------|---------------|
| | NORTHERN REGION UTILITY | | | | | |
| | FORCE MAIN | | | | | |
| | GATE VALVES, VLV BOXES, | | | | | |
| | ID TAGS | | | | | |
| | | | | | | |
| SDR11DIPSGS24 | *0705 24 SDR11 DIP S GREE STRIPE HDP | 1000 | 79 | FT | 79000 | |
| DI350SJEP12 | 12 CL350 DI SJ EPOX PIPE | 40 | 31.75 | FT | 1270 | |
| AFT350PP4U | 6 CL350 P-401 DI FASTITE PIPE | 80 | 18 | FT | 1440 | |
| AFC2520MMLAOL | 20 MJ RW DI OL GATE VLV L/A | 11 | 5900 | EA | 64900 | |
| AFC2518MMLAOL | 18 MJ RW DI OL GATE VLV L/A | 7 | 5650 | EA | 39550 | |
| AFC2516MMLAOL | 16 MJ RW DI OL GATE VLV L/A | 2 | 2975 | EA | 5950 | |
| AFC2512MMLAOL | 12 MJ RW DI OL GATE VLV L/A | 5 | 1100 | EA | 5500 | |
| AFC2508MMLAOL | 8 MJ RW DI OL GATE VLV L/A | 4 | 560 | EA | 2240 | |
| AFC2506MMLAOL | 6 MJ RW DI OL GATE VLV L/A | 6 | 375 | EA | 2250 | |
| AFC2504MMLAOL | 4 MJ RW DI OL GATE VLV L/A | 1 | 270 | EA | 270 | |
| AFC2503MMLAOL | 3 MJ RW DI OL GATE VLV L/A | 1 | 266 | EA | 266 | |
| BT4905S | 2PC SCR W TYPE VLV BX W/ SWR LID | 35 | 64 | EA | 2240 | |
| BVTM | 3 BRS VLV ID TAG | 35 | 17 | EA | 595 | |

| | | | | | | |
|------------------|----------------------------------|----|------|----|--------|--|
| | SUBTOTAL | | | | 205471 | |
| | MJ P-401 FITTINGS | | | | | |
| | | | | | | |
| MJTP4LA20 | 20 MJ C153 P-401 TEE L/A | 2 | 1575 | EA | 3150 | |
| MJTP4LA1816 | 18X16 MJ C153 P-401 TEE L/A | 1 | 1465 | EA | 1465 | |
| MJTP4LA1812 | 18X12 MJ C153 P-401 TEE L/A | 1 | 1465 | EA | 1465 | |
| MJTP4LA16 | 16 MJ C153 P-401 TEE L/A | 1 | 910 | EA | 910 | |
| MJTP4LAX | 8 MJ C153 P-401 TEE L/A | 1 | 168 | EA | 168 | |
| MJTP4LAU | 6 MJ C153 P-401 TEE L/A | 1 | 140 | EA | 140 | |
| MJTP4LA12 | 12 MJ C153 P-401 TEE L/A | 3 | 395 | EA | 1185 | |
| MJTP4LA12U | 12X6 MJ C153 P-401 TEE L/A | 1 | 325 | EA | 325 | |
| MJ9P4LA18 | 18 MJ C153 P-401 90 BEND L/A | 1 | 830 | EA | 830 | |
| MJ9P4LA12 | 12 MJ C153 P-401 90 BEND L/A | 2 | 308 | EA | 616 | |
| MJ9P4LAX | 8 MJ C153 P-401 90 BEND L/A | 2 | 139 | EA | 278 | |
| MJ9P4LAU | 6 MJ C153 P-401 90 BEND L/A | 1 | 99 | EA | 99 | |
| MJ4P4LA20 | 20 MJ C153 P-401 45 BEND L/A | 20 | 927 | EA | 18540 | |
| MJ4P4LA18 | 18 MJ C153 P-401 45 BEND L/A | 17 | 784 | EA | 13328 | |
| MJ4P4LA16 | 16 MJ C153 P-401 45 BEND L/A | 2 | 484 | EA | 968 | |
| MJ4P4LAX | 8 MJ C153 P-401 45 BEND L/A | 2 | 133 | EA | 266 | |
| MJ2P4LA20 | 20 MJ C153 P-401 22-1/2 BEND L/A | 7 | 988 | EA | 6916 | |
| MJ2P4LA18 | 18 MJ C153 P-401 22-1/2 BEND L/A | 12 | 788 | EA | 9456 | |
| MJ1P4LA20 | 20 MJ C153 P-401 11-1/4 BEND L/A | 3 | 940 | EA | 2820 | |
| MJ1P4LA18 | 18 MJ C153 P-401 11-1/4 BEND L/A | 6 | 781 | EA | 4686 | |
| FBCRP4LA18 | 18 MJ C110 P-401 CRS L/A | 1 | 2366 | EA | 2366 | |
| MJRP4LA2420 | 24X20 MJ C153 P-401 RED L/A | 2 | 1560 | EA | 3120 | |
| MJRP4LA2018 | 20X18 MJ C153 P-401 RED L/A | 1 | 1254 | EA | 1254 | |
| MJRP4LA16X | 16X8 MJ C153 P-401 RED L/A | 1 | 334 | EA | 334 | |
| MJRP4LA1812 | 18X12 MJ C153 P-401 RED L/A | 2 | 850 | EA | 1700 | |
| MJRP4LA1612 | 16X12 MJ C153 P-401 RED L/A | 1 | 485 | EA | 485 | |
| SP-20X10SEMJP401 | 20X10 SEMJ RED P-401 | 1 | 915 | EA | 915 | |
| MJRP4LA12X | 12X8 MJ C153 P-401 RED L/A | 2 | 151 | EA | 302 | |
| MJSEBRP4LA10P | 10X4 SEMJ C153 P-401 RED L/A | 1 | 97 | EA | 97 | |
| MJELSEBRLAXU | 8X6 SEMJ C153 EPOX RED L/A | 2 | 88 | EA | 176 | |
| MJSPP420 | 20 MJ C153 P-401 SLD PLUG | 1 | 428 | EA | 428 | |
| MJSPP418 | 18 MJ C153 P-401 SLD PLUG | 2 | 418 | EA | 836 | |
| MJSPP4P | 4 MJ C153 P-401 SLD PLUG | 1 | 25 | EA | 25 | |
| MJSCAPP4LA16 | 16 MJ C153 P-401 SLD CAP L/A | 1 | 304 | EA | 304 | |
| MJSCAPP4LAX | 8 MJ C153 P-401 SLD CAP L/A | 1 | 59 | EA | 59 | |
| MJLSP4LA20 | 20 MJ C153 P-401 LONG SLV L/A | 1 | 800 | EA | 800 | |
| | SUBTOTAL | | | | 80812 | |
| | MEGALUGS ACC F/ MJ | | | | | |
| | FITTINGS AND VALVES | | | | | |
| | | | | | | |
| FUFR1390C20 | 20 JT REST C905 PIPE | 71 | 360 | EA | 25560 | |

| | | | | | |
|-----------------|-------------------------------------|-----|-------|----|---------|
| FUFR1390C1 | 18 JT REST C905 PIPE | 56 | 225 | EA | 12600 |
| E2020PV | 20 MEGALUG F/ C905 PVC | 70 | 216 | EA | 15120 |
| E1120 | 20 MEGALUG F/ DI | 22 | 192 | EA | 4224 |
| MJAPLG20R | 20 MJ ACC PKG L/ GLAND 4-1/2 BOLT | 92 | 0 | EA | |
| E2018PV | 18 MEGALUG F/ C905 PVC | 80 | 178 | EA | 14240 |
| E1118 | 18 MEGALUG F/ DI | 16 | 155 | EA | 2480 |
| MJAPLG18R | 18 MJ ACC PKG L/ GLAND 4-1/2 BOLT | 96 | 0 | EA | |
| E2016PV | 16 MEGALUG F/ C905 PVC | 14 | 150 | EA | 2100 |
| MJAPLG16P | 16 MJ ACC PKG L/ GLAND 4 BOLT | 14 | 0 | EA | |
| E1112APK | 12 DI MEGALUG ACC PKG | 31 | 64 | EA | 1984 |
| E2008PVAS | 8 MEGALUG ACC SET F/ C900/IPS | 24 | 42 | EA | 1008 |
| E1106APK | 6 DI MEGALUG ACC PKG | 20 | 24 | EA | 480 |
| E1104APK | 4 DI MEGALUG ACC PKG | 2 | 20 | EA | 40 |
| | SUBTOTAL | | | | 79836 |
| | (17) ARV ASSEMBLIES | | | | |
| | | | | | |
| AFT300PP420 | 20 CL300 P-401 DI FASTITE PIPE | 100 | 59.47 | FT | 5947 |
| AFT300PP418 | 18 CL300 P-401 DI FASTITE PIPE | 80 | 52.22 | FT | 4177.6 |
| AFT350PP416 | 16 CL350 P-401 DI FASTITE PIPE | 20 | 46 | FT | 920 |
| R2022270KIP | *0306 20X2 IP DBL STRP SDL 21.10-22 | 9 | 169 | EA | 1521 |
| R2022110KIP | *0306 18X2 IP DBL STRP SDL 19.50-21 | 7 | 166 | EA | 1162 |
| R2021890KIP | *0306 16X2 IP DBL STRP SDL 17.40-18 | 1 | 88 | EA | 88 |
| FFB5007 | 2 MIP X MIP BALL CORP ST | 17 | 106 | EA | 1802 |
| V48ABWK | 2 WST WTR AIR RLSE VLV W/BW ASSY | 17 | 648 | EA | 11016 |
| | SUBTOTAL | | | | 26633.6 |
| | MATERIAL FOR MAG METER | | | | |
| | | | | | |
| E2108 | 8 MEGAFLANGE FLG ADPT | 2 | 225 | EA | 450 |
| | ABOVE W/ 316 SS B&N | | | | |
| | | | | | |
| AFC52SCLWX | 8 FLG L&W CHK VLV | 1 | 1550 | EA | 1550 |
| FFELPXJ | 8 X 1-1/2 FT FLGXFLG EPOX P | 1 | 153 | EA | 153 |
| SP-8ABBMAGMETER | 8" ABB MAG METER | 1 | 6100 | EA | 6100 |
| SP-SSLSX | 8 SS LINK SEAL | 18 | 115 | EA | 2070 |
| FWWSS316NFPX | 8 316 SS FF 1/8 NEOP FLG PKG | 2 | 37 | EA | 74 |
| | SUBTOTAL | | | | 10397 |
| | MISC MATERIAL | | | | |
| | | | | | |
| PDIFMU | 6X1000 DET TAPE - FORCE MAIN | 20 | 40 | EA | 800 |
| T3889998 | 41X300 POLYWRAP F/ 18 - 20 DIP SLD | 300 | 0.6 | FT | 180 |
| | SUBTOTAL | | | | 980 |
| | STELL CASING/SPACERS | | | | |
| | UNDER 60 CMP @ ST 30.60 | | | | |
| | 73.00, 84.21, 95.77 | | | | |

| | | | | | |
|--------------------|--------------------------------|------|------|----|--------|
| SP-20CASINGSPACER | 20 CASING SPACER | 5 | 120 | EA | 600 |
| | SUBTOTAL | | | | 600 |
| | WATERMAIN | | | | |
| SP-SDR11DIPSHDPE30 | 30 SDR11 DIPS BLUE STRIPE HDPE | 1000 | 115 | FT | 115000 |
| DI350SJP18 | 18 CL350 DI SJ PIPE | 40 | 36 | FT | 1440 |
| DI350SJP12 | 12 CL350 DI SJ PIPE | 40 | 19.6 | FT | 784 |
| DI350SJPX | 8 CL350 DI SJ PIPE | 40 | 11.5 | FT | 460 |
| DI350SJPU | 6 CL350 DI SJ PIPE | 240 | 8.5 | FT | 2040 |
| DI350SJPP | 4 CL350 DI SJ PIPE | 60 | 9 | FT | 540 |
| DI53SJPM | 3 CL53 DI SJ PIPE | 20 | 15 | FT | 300 |
| | VALVES, HYDRANTS | | | | |
| HGHMLA24 | 24 MJ BFV L/A | 16 | 3550 | EA | 56800 |
| | ABOVE WITH WORM GEAR | | | | |
| HGHMLA20 | 20 MJ BFV L/A | 10 | 2250 | EA | 22500 |
| | ABOVE WITH WORM GEAR | | | | |
| HGHMLA18 | 18 MJ BFV L/A | 1 | 2250 | EA | 2250 |
| | ABOVE WITH WORM GEAR | | | | |
| HGHMLA16 | 16 MJ BFV OL 150# W/ 2 NUT L/A | 2 | 1775 | EA | 3550 |
| HGHMLA12 | 12 MJ BFV L/A | 7 | 750 | EA | 5250 |
| AFC2510MMLAOL | 10 MJ RW DI OL GATE VLV L/A | 4 | 895 | EA | 3580 |
| AFC2508MMLAOL | 8 MJ RW DI OL GATE VLV L/A | 1 | 560 | EA | 560 |
| AFC2506MMLAOL | 6 MJ RW DI OL GATE VLV L/A | 25 | 375 | EA | 9375 |
| AFC2504MMLAOL | 4 MJ RW DI OL GATE VLV L/A | 2 | 270 | EA | 540 |
| AFC2503MMLAOL | 3 MJ RW DI OL GATE VLV L/A | 1 | 266 | EA | 266 |
| AFCB84BLAOLR | 5-1/4 VO B84B HYD 4'6 OL L/A | 22 | 1125 | EA | 24750 |
| BT4905W | 2PC SCRW VLV BX W/ WTR LID | 69 | 64 | EA | 4416 |
| BVTM | 3 BRS VLV ID TAG | 69 | 17 | EA | 1173 |
| | SUBTOTAL | | | | 255574 |
| | MJ FITTINGS | | | | |
| MJTLA24 | 24 MJ C153 TEE L/A | 3 | 1700 | EA | 5100 |
| MJTLA2418 | 24X18 MJ C153 TEE L/A | 1 | 1975 | EA | 1975 |
| MJTLA2012 | 20X12 MJ C153 TEE L/A | 4 | 950 | EA | 3800 |
| MJTLA20X | 20X8 STD MJ C153 TEE L/A | 1 | 750 | EA | 750 |
| MJTLA20U | 20X6 MJ C153 TEE L/A | 7 | 815 | EA | 5705 |
| MJTLA20U | 20X6 MJ C153 TEE L/A | 1 | 815 | EA | 815 |
| MISEBRLAUP | 6X4 SEMJ C153 RED L/A | 1 | 70 | EA | 70 |
| MJTLA12 | 12 MJ C153 TEE L/A | 1 | 195 | EA | 195 |
| MJTLA12P | 12X4 MJ C153 TEE L/A | 1 | 140 | EA | 140 |

| | | | | | |
|-------------|----------------------------|----|------|----|--------|
| MJTLA10 | 10 MJ C153 TEE L/A | 2 | 135 | EA | 270 |
| MJTLA10U | 10X6 MJ C153 TEE L/A | 1 | 110 | EA | 110 |
| MJTLA24U | 24X6 MJ C153 TEE L/A | 16 | 1950 | EA | 31200 |
| MJTLA1612 | 16X12 MJ C153 TEE L/A | 1 | 500 | EA | 500 |
| MJTLA16U | 16X6 MJ C153 TEE L/A | 1 | 450 | EA | 450 |
| MJ9LA24 | 24 MJ C153 90 BEND L/A | 1 | 1200 | EA | 1200 |
| MJ9LA20 | 20 MJ C153 90 BEND L/A | 4 | 772 | EA | 3088 |
| MJ9LA12 | 12 MJ C153 90 BEND L/A | 2 | 140 | EA | 280 |
| MJ9LA10 | 10 MJ C153 90 BEND L/A | 2 | 100 | EA | 200 |
| MJ9LAU | 6 MJ C153 90 BEND L/A | 18 | 45 | EA | 810 |
| MJ9LAP | 4 MJ C153 90 BEND L/A | 2 | 29 | EA | 58 |
| MJ4LA24 | 24 MJ C153 45 BEND L/A | 14 | 925 | EA | 12950 |
| MJ4LA20 | 20 MJ C153 45 BEND L/A | 10 | 625 | EA | 6250 |
| MJ2LA24 | 24 MJ C153 22-1/2 BEND L/A | 6 | 960 | EA | 5760 |
| MJ2LA20 | 20 MJ C153 22-1/2 BEND L/A | 4 | 640 | EA | 2560 |
| MJ2LA18 | 18 MJ C153 22-1/2 BEND L/A | 2 | 500 | EA | 1000 |
| MJ1LA24 | 24 MJ C153 11-1/4 BEND L/A | 1 | 830 | EA | 830 |
| MJ1LA20 | 20 MJ C153 11-1/4 BEND L/A | 6 | 575 | EA | 3450 |
| IMJCRLA20 | 20 MJ C153 CRS L/A | 1 | 2350 | EA | 2350 |
| MJRLA3024 | 30X24 MJ C153 RED L/A | 2 | 3450 | EA | 6900 |
| MJRLA2420 | 24X20 MJ C153 RED L/A | 1 | 825 | EA | 825 |
| MJRLA2412 | 24X12 MJ C153 RED L/A | 1 | 700 | EA | 700 |
| MJRLA1810 | 18X10 MJ C153 RED L/A | 1 | 525 | EA | 525 |
| MJRLA18X | 18X8 MJ C153 RED L/A | 1 | 450 | EA | 450 |
| MJSEBRLAXU | 8X6 SEMJ C153 RED L/A | 1 | 50 | EA | 50 |
| MJRLA1610 | 16X10 MJ C153 RED L/A | 1 | 230 | EA | 230 |
| MJRLA12U | 12X6 MJ C153 RED L/A | 1 | 75 | EA | 75 |
| MJRLAPM | 4X3 MJ C153 RED L/A | 1 | 25 | EA | 25 |
| MJSP24 | 24 MJ C153 SLD PLUG | 2 | 540 | EA | 1080 |
| MJSP12 | 12 MJ C153 SLD PLUG | 3 | 50 | EA | 150 |
| MJSPX | 8 MJ C153 SLD PLUG | 1 | 28 | EA | 28 |
| MJSPU | 6 MJ C153 SLD PLUG | 2 | 22 | EA | 44 |
| MJSPP | 4 MJ C153 SLD PLUG | 2 | 12 | EA | 24 |
| MJLSLAU | 6X12 MJ C153 LONG SLV L/A | 1 | 44 | EA | 44 |
| MJLSLAP | 4X12 MJ C153 LONG SLV L/A | 10 | 35 | EA | 350 |
| MJTP24K | 24X2 MJ C153 TAP PLUG | 2 | 540 | EA | 1080 |
| | ABOVE ECCENTRIC | | | | |
| | | | | | |
| MJTP20K | 20X2 MJ C153 TAP PLUG | 1 | 349 | EA | 349 |
| MJTP16K | 16X2 MJ C153 TAP PLUG | 1 | 195 | EA | 195 |
| MJTPIUK | 6X2 MJ C153 TAP PLUG | 1 | 28 | EA | 28 |
| MJTCAPLA10K | 10X2 MJ C153 TAP CAP L/A | 1 | 48 | EA | 48 |
| | ABOVE ECCENTRIC | | | | |
| | SUBTOTAL | | | | 105066 |

| | | | | | |
|-------------|-----------------------------------|-----|-----|----|--------|
| | MEGALUG KITS F/ MJ FITTING | | | | |
| | VALVES | | | | |
| | | | | | |
| FUFR1390C24 | 24 JT REST C905 PIPE | 105 | 425 | EA | 44625 |
| FUFR1390C20 | 20 JT REST C905 PIPE | 67 | 360 | EA | 24120 |
| E1130AS | 30 MEGALUG ACC SET F/ DI | 1 | 785 | EA | 785 |
| E2024PV | 24 MEGALUG F/ C905 PVC | 98 | 270 | EA | 26460 |
| E1124 | 24 MEGALUG F/ DI | 10 | 230 | EA | 2300 |
| MJAPLG24S | 24 MJ ACC PKG L/ GLAND 5 BOLT | 108 | 0 | EA | |
| E2020PVAS | 20 MEGALUG ACC SET F/ C905 PVC | 58 | 216 | EA | 12528 |
| E1120 | 20 MEGALUG F/ DI | 10 | 192 | EA | 1920 |
| MJAPLG20R | 20 MJ ACC PKG L/ GLAND 4-1/2 BOLT | 68 | 0 | EA | |
| E1118 | 18 MEGALUG F/ DI | 9 | 155 | EA | 1395 |
| MJAPLG18R | 18 MJ ACC PKG L/ GLAND 4-1/2 BOLT | 9 | 0 | EA | |
| E1112APK | 12 DI MEGALUG ACC PKG | 22 | 64 | EA | 1408 |
| E1110APK | 10 DI MEGALUG ACC PKG | 20 | 47 | EA | 940 |
| E1106APK | 6 DI MEGALUG ACC PKG | 135 | 24 | EA | 3240 |
| E1104APK | 4 DI MEGALUG ACC PKG | 9 | 20 | EA | 180 |
| E1103APK | 3 DI MEGALUG ACC PKG | 3 | 18 | EA | 54 |
| | SUBTOTAL | | | | 119955 |
| | MATERIAL F/ 1 PERMANENT | | | | |
| | SAMPLE POINT | | | | |
| | | | | | |
| SP-18X3/4CC | 18X3/4 CC SHOP COAT | 1 | 187 | EA | 187 |
| FFB16003 | 3/4 CC X FIP BALL CORP ST | 1 | 21 | EA | 21 |
| P40BEPF20 | 3/4X20 PVC SCH40 BE PIPE | 10 | 50 | C | 5 |
| P40SF9F | 3/4 PVC SCH40 SXF 90 ELL | 1 | 0.5 | EA | 0.5 |
| K88 | #88 ECLI SMPL STN | 1 | 535 | EA | 535 |
| | SUBTOTAL | | | | 748.5 |
| | (5) B/O ASSY'S OFF TAP | | | | |
| | PLUGS AND CAPS | | | | |
| | | | | | |
| FC8777 | 2 MIP X PVC COMP COUP | 5 | 45 | EA | 225 |
| P40BEPK20 | 2 X 20 FT PVC SCH40 BE PIPE | 25 | 100 | C | 25 |
| P40S9K | 2 PVC SCH40 SXS 90 ELL | 5 | 1 | EA | 5 |
| HAMNSTLK | 2-1/2 MNST X 2 MIP BRS HYD ADPT | 5 | 8 | EA | 40 |
| DFC250F | 2-1/2 NST PIN LUG CAP W/ CHAIN | 5 | 9 | EA | 45 |
| GR0428 | 36 - 48 ROADWAY BX | 5 | 64 | EA | 320 |
| | SUBTOTAL | | | | 660 |
| | | | | | |
| | (2) SAMPLE POINTS OFF B/O | | | | |
| | ASSY, NO MATERIAL REQUIRED | | | | |
| | | | | | |
| | (8) SAMPLE POINTS FOR 24" | | | | |

| | | | | | |
|---------------|-------------------------------------|-----|------|----|---------|
| | WATERMAIN | | | | |
| | | | | | |
| SP-24X1-1/2IP | 24X1-1/2 IP SHOP COAT | 8 | 198 | EA | 1584 |
| FFB11026 | 1-1/2 MIP X PVC PJ BALL CORP ST | 8 | 83 | EA | 664 |
| P40SFAJ | 1-1/2 PVC SCH40 SXF ADPT | 8 | 2 | EA | 16 |
| P40SFBJF | 1-1/2X3/4 PVC SCH40 FTG X F BUSH | 8 | 1 | EA | 8 |
| P40SMAF | 3/4 PVC SCH40 SXM ADPT | 24 | 0.25 | EA | 6 |
| P40S4F | 3/4 PVC SCH40 SXS 45 ELL | 8 | 0.45 | EA | 3.6 |
| PFT300F | 3/4 BRZ 200# WOG IPS NRS GATE VLV | 8 | 6 | EA | 48 |
| P40S9F | 3/4 PVC SCH40 SXS 90 ELL | 16 | 0.3 | EA | 4.8 |
| P40BEPF20 | 3/4X20 PVC SCH40 BE PIPE | 40 | 50 | C | 20 |
| | SUBTOTAL | | | | 2354.4 |
| | (22) SAMPLE POINTS OFF | | | | |
| | FIRE HYDRANT | | | | |
| | | | | | |
| HALG | 2-1/2 FNST X 1 MIP BRS HYD ADPT | 22 | 12 | EA | 264 |
| P40SFAG | 1 PVC SCH40 SXF ADPT | 22 | 0.5 | EA | 11 |
| P40S9G | 1 PVC SCH40 SXS 90 ELL | 66 | 0.5 | EA | 33 |
| P40SMAG | 1 PVC SCH40 SXM ADPT | 44 | 0.5 | EA | 22 |
| PFT300G | 1 BRZ 200# WOG IPS NRS GATE VLV | 22 | 7 | EA | 154 |
| P40BEPG20 | 1X20 PVC SCH40 BE PIPE | 100 | 80 | C | 80 |
| | SUBTOTAL | | | | 564 |
| | (11) ARV ASSY'S | | | | |
| | | | | | |
| R2022590KIP | *0306 24X2 IP DBL STRP SDL 24.30-25 | 6 | 198 | EA | 1188 |
| SP-20X1IPSHOP | 20X1 IP SHOP COAT F/ DI | 4 | 170 | EA | 680 |
| SP-18X1IPSHOP | 18X1 IP SHOP COAT F/ DI | 1 | 165 | EA | 165 |
| FFB5007 | 2 MIP X MIP BALL CORP ST | 6 | 106 | EA | 636 |
| FFB5004 | 1 MIP X MIP BALL CORP ST | 5 | 29 | EA | 145 |
| V38K | 2 AIR RELEASE VLV | 6 | 655 | EA | 3930 |
| V22G | 1 AIR RELEASE VLV | 5 | 576 | EA | 2880 |
| AFT200P24 | 24 CL200 CL DI FASTITE PIPE | 120 | 43.5 | FT | 5220 |
| DI250SJP20 | 20 CL250 DI SJ PIPE | 80 | 41 | FT | 3280 |
| P80NDM | 1/2X3 PVC SCH80 NIP | 22 | 0.5 | EA | 11 |
| P80NDP | 1/2X4 PVC SCH80 NIP | 22 | 0.5 | EA | 11 |
| P80NDU | 1/2X6 PVC SCH80 NIP | 11 | 0.5 | EA | 5.5 |
| P80SUVD | 1/2 PVC SCH80 SXS VITON UNION | 22 | 3 | EA | 66 |
| P80T9D | 1/2 PVC SCH80 THRD 90 ELL | 22 | 1 | EA | 22 |
| | SUBTOTAL | | | | 18239.5 |
| | | | | | |
| | WATER METER ASSY | | | | |
| | | | | | |
| E2110 | 10 MEGAFLANGE FLG ADPT | 3 | 288 | EA | 864 |
| | ABOVE 304 SS B&N | | | | |

| | | | | | |
|-------------------|-------------------------------------|-----|-------|----|--------|
| SP-LS10 | 10 LINK SEAL | 2 | 128 | EA | 256 |
| AFC52SCLW10 | 10 FLG L&W CHK VLV | 1 | 2300 | EA | 2300 |
| FPP10N | 10 X 3-1/2 FT FLGXPE DI PIPE | 1 | 236 | EA | 236 |
| R202111032 | 10X3/4 IP DBL STRP SAD 10.00-11.10 | 1 | 33 | EA | 33 |
| IGBFB | 3/4X1/4 GALV MI BUSH | 1 | 2 | EA | 2 |
| BGC34 | 1/4 OD PETCK | 1 | 7 | EA | 7 |
| IGS4B | 1/4 GALV MI 150# ST 45 ELL | 1 | 2 | EA | 2 |
| W9767096 | 2-1/2 SS / BR FILL GA 0-300 1/4 LM | 1 | 28 | EA | 28 |
| | ABOVE RANGE TO BE | | | | |
| | DETERMINED | | | | |
| | | | | | |
| SP-FTMF | 10 SENSUS FLG TURBINE METER | 1 | 7800 | EA | 7800 |
| | ABOVE WITH STRAINER | | | | |
| | | | | | |
| FWWSS316NFP10 | 10 316 SS FF 1/8 NEOP FLG PKG | 2 | 99 | EA | 198 |
| | SUBTOTAL | | | | 11726 |
| | | | | | |
| | STEEL CASING | | | | |
| SP-24SPACER | 24 CASING SPACER | 5 | 167 | EA | 835 |
| | SUBTOTAL | | | | 835 |
| | | | | | |
| PDTWU | 6X1000 DET TAPE - WTR | 18 | 40 | EA | 720 |
| | | | | | |
| T3889998 | 41X300 POLYWRAP F/ 18 - 20 DIP SLD | 300 | 0.6 | FT | 180 |
| | SUBTOTAL | | | | 900 |
| | BELOW REPRESENTS BID ITEM | | | | |
| | #2 | | | | |
| | WM AND FM HDPE | | | | |
| | HORIZONTAL DIRECTIONAL | | | | |
| | CONNECTION TO EX FM | | | | |
| | @ STA. 93.65 | | | | |
| | | | | | |
| R2022270KIP | *0306 20X2 IP DBL STRP SDL 21.10-22 | 1 | 169 | EA | 169 |
| FFB5007 | 2 MIP X MIP BALL CORP ST | 1 | 106 | EA | 106 |
| V48ABWK | 2 WST WTR AIR RLSE VLV W/BW ASSY | 1 | 649 | EA | 649 |
| PED11HMJ24A | 24 DIPS SDR11 MJ ADPT W/ ACC | 2 | 950 | EA | 1900 |
| AFT250PP420 | 20 CL250 P-401 DI FASTITE PIPE | 20 | 75.34 | FT | 1506.8 |
| | | | | | |
| | SUBTOTAL | | | | 4330.8 |
| | WATER | | | | |
| | CONNECTIN TO EX W/M | | | | |
| | @ STA 94.80 | | | | |
| | | | | | |
| SP-DSDR11MJADPT30 | 30 DIPS SDR11 MJ ADPT W/ ACC | 2 | 2500 | EA | 5000 |

| | | | | | |
|-------------------|-------------------------------------|-----|-------|----|---------|
| | | | | | |
| | ABOVE W/O ACCESSORIES!! | | | | |
| | ALL THREAD AS NEEDED | | | | |
| | | | | | |
| SP-1X6316SSALL | 1"X6' 316 SS ALL THREAD | 1 | 20 | FT | 20 |
| SSFWG | 1 SS FLT WSHR | 1 | 2 | EA | 2 |
| DS6HNG | 1 SS 316 HEX NUT | 1 | 4 | EA | 4 |
| | LINES 516-518, ACC NEEDED | | | | |
| | FOR MJ ADAPTERS | | | | |
| | WILL NEED TO VERIFY | | | | |
| | QUANTITIES | | | | |
| | | | | | |
| R2022590KIP | *0306 24X2 IP DBL STRP SDL 24.30-25 | 1 | 198 | EA | 198 |
| FFB5007 | 2 MIP X MIP BALL CORP ST | 1 | 106 | EA | 106 |
| G920K | 2 AIR RELEASE VLV | 1 | 240 | EA | 240 |
| | | | | | |
| | SAMPLE POINT OFF 24" | | | | |
| | SEE LINE 359-370 | | | | |
| | WM AND FM J&B | | | | |
| | J&B RR TRACKS PG 14 | | | | |
| | ST. 104.20/106.00 | | | | |
| | | | | | |
| AFR200P24 | 24 CL200 CL DI FLEX RNG PIPE | 200 | 68.4 | FT | 13680 |
| SP-24SPACER | 24 CASING SPACER | 23 | 167 | EA | 3841 |
| AFR250PP420 | 20 CL250 P-401 DI FLEX RNG PIPE | 200 | 75.34 | FT | 15068 |
| SP-20CASINGSPACER | 20 CASING SPACER | 23 | 139 | EA | 3197 |
| | SUBTOTAL | | | | 41356 |
| | | | | | |
| | J&B BEELINE PG 29 | | | | |
| | STA. 136.27 | | | | |
| | | | | | |
| AFR250P18 | 18 CL250 CL DI FLEX RNG PIPE | 180 | 65.87 | FT | 11856.6 |
| CSS1950 | 18 SS CASING SPACER F/DI | 18 | 111 | EA | 1998 |
| AFR350PP416 | 16 CL350 P-401 DI FLEX RNG PIPE | 180 | 60.33 | FT | 10859.4 |
| CSS1740X | 16 SS CASING SPACER F/DI | 18 | 112 | EA | 2016 |
| | SUBTOTAL | | | | 26730 |
| | | | | | |
| | J&B RR TRACK PG 33 | | | | |
| | ST 167.50/168.50 | | | | |
| | | | | | |
| AFR200P24 | 24 CL200 CL DI FLEX RNG PIPE | 100 | 68.4 | FT | 6840 |
| SP-24SPACER | 24 CASING SPACER | 10 | 167 | EA | 1670 |
| AFR250PP418 | 18 CL250 P-401 DI FLEX RNG PIPE | 100 | 65.87 | FT | 6587 |
| CSS1950 | 18 SS CASING SPACER F/DI | 10 | 111 | EA | 1110 |

| | | | | | | |
|-------------------|---------------------------------|-----|-------|----|---------|--|
| | SUBTOTAL | | | | 16207 | |
| | J&B INNOV DR. PG 37 | | | | | |
| | ST 193.65 | | | | | |
| | | | | | | |
| AFR250P20 | 20 CL250 CL DI FLEX RNG PIPE | 220 | 52.69 | FT | 11591.8 | |
| SP-20CASINGSPACER | 20 CASING SPACER | 22 | 139 | EA | 3058 | |
| AFR250PP418 | 18 CL250 P-401 DI FLEX RNG PIPE | 220 | 65.87 | FT | 14491.4 | |
| CSS1950 | 18 SS CASING SPACER F/DI | 22 | 111 | EA | 2442 | |
| | SUBTOTAL | | | | 31583.2 | |
| | VENT PIPE FOR CASING | | | | | |
| | | | | | | |
| DI53SJPM | 3 CL53 DI SJ PIPE | 300 | 15 | FT | 4500 | |
| SZF2C3 | 3 DI STD DUTY REST ZIP FLG | 16 | 25 | EA | 400 | |
| F9M | 3 DI C110 FLG 90 BEND | 32 | 49 | EA | 1568 | |
| CFM | 3 DI C110 THRD COMP FLG F/ STL | 16 | 18 | EA | 288 | |
| FWWSS316NFPM | 3 316 SS FF 1/8 NEOP FLG PKG | 48 | 18 | EA | 864 | |
| | SUBTOTAL | | | | 7620 | |
| | MASTER PS BY OTHERS | | | | | |
| | | | | | | |
| SP-16"DROPBOWL | 16" DROP BOWL F/ 16" C900 PVC | 1 | 610 | EA | 610 | |
| | PRICE INCLUDES BRACKETS | | | | | |

Net Total: 1049789

Tax: 63012.34

Total: 1112801.34

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT. Quotations are offered contingent upon the Buyer's acceptance of Seller's terms and conditions. Seller objects to all other terms and conditions. Seller not responsible for delays or lack of product due to causes beyond our control. Purchaser's sole warranties, if any, are those provided by the manufacturer. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE OPERATION OR USE OF THE PRODUCT. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER. Complete Terms and Conditions are available upon request or can be viewed on the web at www.ferguson.com/sales-terms.html.

Purchase Requisition Request Form

Northern Region Utility Improvement Project - Phase 3
Project No. WUD 05-061
Palm Beach County, Florida

Invoicing address:

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

ATTACHMENT B

Per Palm Beach County
PO # PBC 05-061 - 02

Issued To:

Ferguson Water Works
3697 Interstate Park Rd S
Riviera Beach, Florida 33494
561/844-3222

Delivery Address:

LANZO Construction Co.
ATTN: Matthew P. Tilli
Call for delivery instruction: 954/979-0802

| Date | Project No. | Deliverey Date | Ship via | F.O.B. | Terms |
|------------|-------------|--------------------------------------|----------|--------------|--------|
| 10/13/2006 | WUD 05-061 | As ordered by LANZO Construction Co. | VENDOR | Project Site | Net 30 |

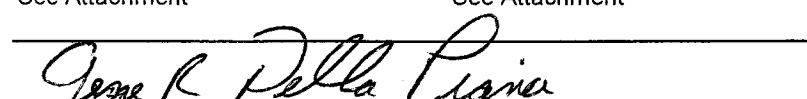
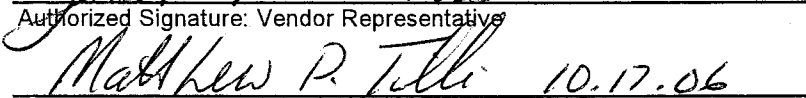
In the event of a conflict between the elements of this Purchase Order, the descending order of enforcement precedence shall be: 1. the Purchase Order, 2. Attachment A and 3. this Attachment B. Invalidation of terms of any portion of this agreement by a terms of higher precedence will be done without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

Attachments:

1. Palm Beach County Purchase Order #05-061
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 LANZO Construction Co.
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 Procurement.
3. This Purchase Order confirms acceptance by Palm Beach County and your Bid to provide County Furnished Materials for project # WUD 05-061.
4. Materials for FOB jobsite.
5. All shipments must be labeled "County Furnished material for Project No. WUD 05-061"

| Quantity | Description | Unit Cost | Total |
|--|----------------|----------------|----------------|
| See Attachment | See Attachment | See Attachment | \$1,049,789.00 |
|  | | S&H | Included |
| Authorized Signature: Vendor Representative | | SubTotal | \$1,049,789.00 |
|  | | Sales Tax Rate | Exempt |
| 10.17.06 | | Sales Tax | 0.00 |
| Authorized Signature: Project Representative | | Total Due | \$1,049,789.00 |
| Matthew P. Tilli, Vice President, LANZO Construction Co. | | | |

SPECIAL CONDITIONS

PROVISIONS GOVERNING STATE OF FLORIDA **SALE AND USE TAX EXEMPTION FOR** **COUNTY-FURNISHED MATERIALS**

1. **Sales and Use Taxes.** The County is exempt from paying sales and use taxes on materials and equipment purchased for, and incorporated into the **Northern Region Utility Improvement Project – Phase III, Project No. 05-061** (hereinafter the "Project"). The County shall make direct purchases of all materials and equipment purchased for, or to be incorporated into the Project, as requested by the Contractor and agreed upon by the County in the form of a change order. All direct purchases of materials and equipment shall be made by the County with funds specifically allocated for the construction of the Project. The Contractor shall notify the County no later than **10 calendar days** after request by County of the requested materials and equipment to be purchased by the County for the Project. The standard Palm Beach County Terms and Conditions applicable to this program are included as Attachment A to this section. Each equipment supplier of equipment to be provided under the Sales Tax Recovery Program shall be obligated to meet the requirements of the Palm Beach County Terms and Conditions and the Technical Specifications.
 - 1.1 The Contractor shall: (a) compile Contractor's and any Subcontractors' itemized requirement for materials and equipment, including quantities, unit costs, manufacturers' or vendors' catalogue or order numbers, delivery instructions, and other specific terms and information that is required to order the specific materials and equipment, and terms and conditions to be imposed on suppliers regarding delivery and submittal time requirements, and quantities thereof required by Contractor or Subcontractors in accordance with the applicable requirements of the Construction Contract, from time to time, during the construction of the Project, as materials and equipment need to be ordered for the Project, and submit such compilation to the County's Construction Services Project Manager; (b) prepare a requisition for such materials and equipment on the County's form of requisition; and (c) deliver any such requisition to the County's Construction Services Project Manager no less than thirty (30) days prior to the date the manufacturer or vendor of the materials or equipment, as the case may be, requires orders for such materials or equipment to be placed to assure delivery of such materials or equipment to the Site in accordance with the Project Schedule (the "Order Date"). The requisition shall identify the Order Date. Upon receipt of any such requisition the County's Construction Services Project Manager shall forward same to the County. The County shall issue a Purchase Order directly to the vendor of the materials or equipment, prior to the Order Date (a Purchase Order). The County shall include with any such Purchase Order, a copy of the County's sales and use tax exemption certificate. The County shall make direct payment to the vendor from the County's account.
 - 1.2 The Contractor, upon the delivery of any such materials or equipment, shall verify the conformity of such materials or equipment with the terms of the Purchase Order and the Contract Documents. If the Contractor determines that the materials and equipment are conforming, the County shall take title and possession of such material and equipment before such materials and equipment are incorporated into the Project. If the Contractor determines that the materials and equipment are non-conforming, the Contractor shall immediately notify the County in writing and the County shall reject such material and equipment.

- 1.3 The County shall assume all risk of loss on all materials and equipment purchased pursuant to its sales and use tax exemption, subject to the Provisions of Special Condition 1.5.
- 1.4 To the extent that materials and equipment are purchased pursuant to the County's sales and use tax exemption, the Contractor shall reduce the Contract Amount and the penal sum of its public construction bond by 1.06 times the cost of the materials and equipment plus an additional 0.5% of the first \$5,000.00 purchased directly by the County.
- 1.5 The Contractor shall be fully responsible for all matters relating to the receipt of materials and equipment furnished by the County in accordance with this Special Condition, including, but not limited to, the responsibility for verifying correct quantities, verifying documents or orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the materials and equipment at the time of delivery, and loss or damage to materials and equipment following acceptance of items due to the negligence of such Contractor or any Subcontractors. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by such Contractor for the particular materials furnished. The Contractor shall provide or arrange for all services required for the unloading, handling and storage of such materials and equipment through installation.
- 1.6 The Contractor shall visually inspect all shipments from material and equipment vendors purchased directly by the County in accordance with this Special Condition (the "County Furnished Materials") and approve the vendors' invoices for materials or equipment delivered, as County-Furnished Materials are furnished to the Site in accordance with this Special Condition. The Contractor shall assure that each delivery of County Furnished Materials is accomplished by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the vendor conforming to the Purchase Order, together with such additional information as the County may require. The Contractor shall deliver to the County's Construction Services Project Manager all invoices for materials and equipment upon verification by such Contractor that the materials and equipment conform exactly to the Contract Documents and the Purchase Order. Upon receipt of any invoice for County Furnished Materials, the County's Construction Services Project Manager shall deliver such invoice to the County for payment directly to the vendor.
- 1.7 The Contractor shall inspect all County Furnished Materials to determine that such County Furnished Materials conform to the Contract Documents, including the Drawings and the Specifications, and to determine prior to incorporation into the Work whether any such County Furnished Materials are patently defective, and whether such County Furnished Materials are identical to the materials ordered and match the description of the bill of lading and the Purchase Order. If Contractor discovers defective or non-conforming County Furnished Materials upon such visual inspection, Contractor shall: (1) not recommend acceptance of such non-conforming materials and equipment, (b) not utilize such non-conforming or defective materials in the Work; (c) not allow Subcontractor to utilize such non-conforming or defective materials in the Work; and (d) promptly notify the County's Construction Services Project Manager, in writing, of the defective or non-conforming condition so that repair or replacement of those County Furnished Materials can occur without any undue delay or interruption to the Project. In the event that such Contractor fails to perform such inspection or otherwise incorporates into the Work such defective or non-conforming County Furnished Materials, the Contractor shall be

responsible for the repair and replacement of defective or non-conforming materials, at its sole cost and expense.

- 1.8 The Contractor shall maintain records of all County Furnished Materials incorporated into the Work from the stock of County Furnished Materials. The Contractor shall account monthly to the County's Construction Services Project Manager and County for any County Furnished Materials delivered to the Site, indicating which County Furnished Materials have been incorporated into the Work.
- 1.9 The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all County Furnished Materials. All repair, maintenance or damage-repair calls shall be forwarded by the County or the Contractor to the Contractor for resolution with the appropriate vendor, or Subcontractor.
- 1.10 After the County takes possession of the County Furnished Materials at the Site, possession of the County's Furnished Material shall immediately and automatically transfer to the Contractor without notice. The transfer of possession of County Furnished Materials from the County to the Contractor shall constitute a bailment for the mutual benefit of the County and such Contractor. The County shall be considered the bailor and such Contractor the bailee of the County Furnished Materials. County Furnished Materials shall be considered returned to the County for purposes of their bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project.
- 1.11 The Contractor shall purchase and maintain builder's risk insurance, naming the County as an additional insured, sufficient to protect against loss of or damage to County-Furnished Materials. Such insurance shall be in the amount stated elsewhere in the Contract and shall cover the full value of any County-Furnished Materials between the time the County first takes title to and possession of any of such County-Furnished Materials until final completion of the Work."
- 1.12 The County shall not be liable for any interruption or delay damages in the Project by virtue of ordering the County Furnished Materials, for any defects or other problems with the Project by virtue of ordering the County Furnished Materials, or for any extra costs resulting from any delay in the delivery of, or defects in, the County Furnished Materials.
- 1.13 The Contractor, on a monthly basis, shall review invoices submitted by all vendors of County Furnished Materials delivered to the Site during the prior month and either concur or object to the County's Issuance of payment to the vendors, based upon such contractor's records of materials delivered to the Site and whether any of the County Furnished Materials for which payment has not been made were either non-conforming or defective.
- 1.14 In order to arrange for the prompt payment to the vendor, the Contractor shall provide to the County's Construction Services Project Manager a list of the acceptance of the goods or materials within fifteen (15) days of receipt of said goods or materials. Accompanying the list shall be a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the County. Upon receipt of the appropriate documentation, the County shall prepare a check payable to the vendor based upon the receipt of data provided. This check will be released, delivered and remitted directly to the vendor. The Contractor shall assist the County to immediately obtain partial or final release of waivers as appropriate. The County shall not make any payment without the appropriate Contractor's concurrence

and approval, which shall be delivered to the County by the County's Construction Services Project Manager. There shall be no retention on County Furnished Materials against either the vendor, the Contractor(s) or the Subcontractor(s).

- 1.15 The Contractor may, in its reasonable discretion, require certain material and equipment vendors to provide a supply bond in the amount of one-hundred percent (100%) of the Purchase Order price. The supply bond, if required, shall be issued by a qualified surety company authorized to do business in the State of Florida and acceptable to the County. If the supply bond is required, the costs thereof will be added to the amount of the Purchase Order. The Contractor shall verify that a vendor can furnish a supply bond. All bonds will name the County and the Contractor as additional obliges. To the extent that materials and equipment are purchased pursuant to the County's sales and use tax exemption, the Contractor shall reduce the Contract Amount and the penal sum of its public construction bond by 1.06 times the cost of the materials and equipment purchased directly by the County. Should the value of the material purchased directly by the County be less than the deducted amount, then the County shall refund the Contractor 1.06 times the difference. Reconciliation of the Purchase Order with the Change Order amount shall be performed at the end of each project phase.
- 1.16 The Contractor is advised that the following list of equipment may be included under the sales and use tax exemption program for County-furnished equipment. This list is provided to the Contractor for informational purposes only. The County reserves the right to revise the quantity of County-furnished equipment by deleting equipment listed or including equipment not listed herein: pipes, valves, fittings, appurtenances, concrete wetwells and manholes.

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.

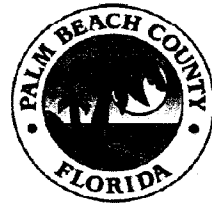
VENUE

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

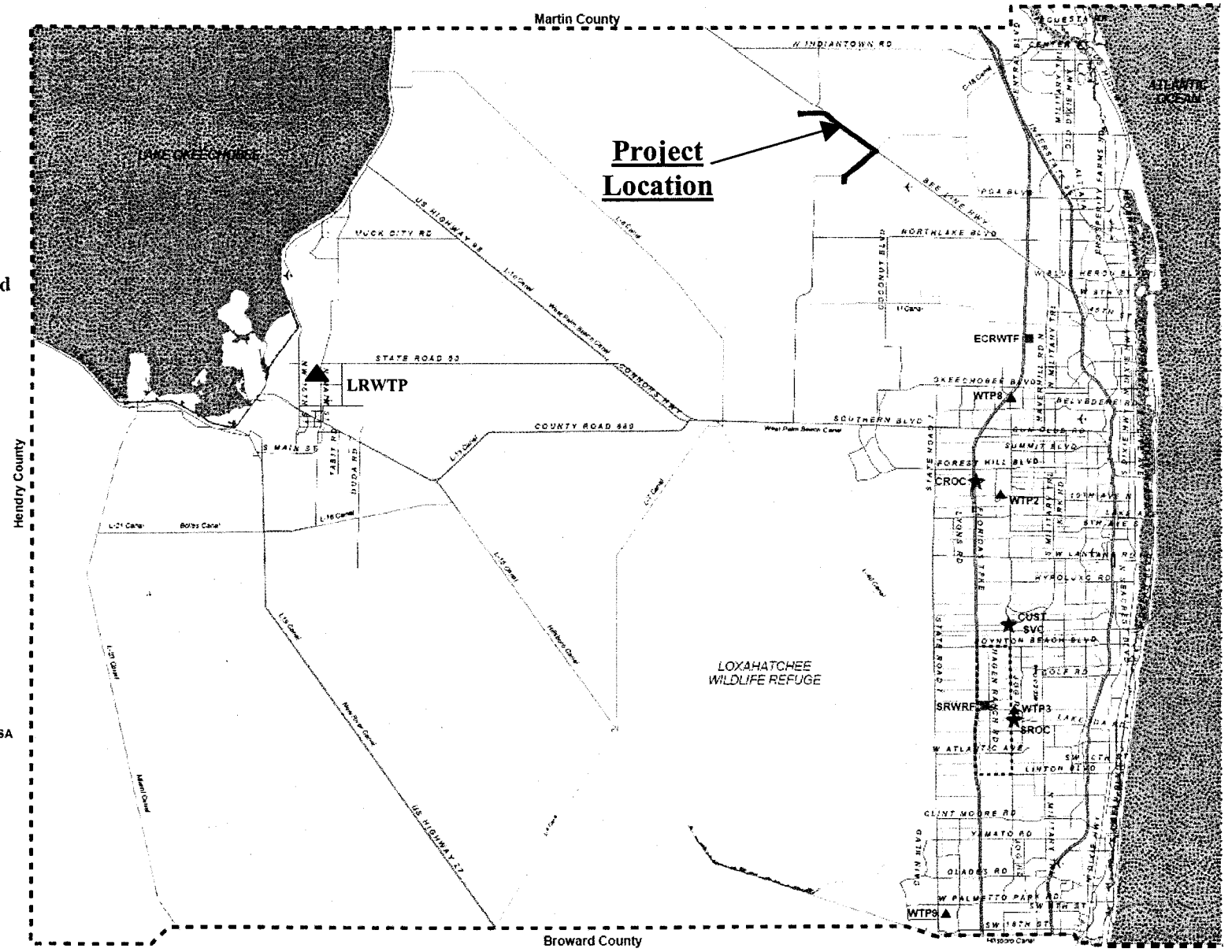


Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities

Attachment A

Legend

- P.B.C.W.U.D. SA
- MANDATORY RECLAIMED SA
- COUNTY LIMITS
- ★ Administration
- Water Reclamation Plant
- ▲ Water Treatment Plant
- Wetlands



Project Name WUD # 05-061

Inter-Office Memorandum

10-17-06 A08:28 IN

Palm Beach County



Water Utilities Department

TO: Bevin Beaudet, Director
Water Utilities Department

DATE: October 17, 2006

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

RE: Notice of Award Recommendation
Northern Region Utility Improvement Project – Phase III
Project No: WUD 05-061

The bid opening for the above referenced project was held on Wednesday, September 27, 2006. Proposals were received from six (6) contractors. A summary of the results of the three (3) low bidders' total base bid price is as follows:

| BIDDER'S NAME | BASE BID |
|-------------------------------|-----------------|
| LANZO Construction Company | \$9,264,000.00 |
| Garney Companies, Inc. | \$9,385,173.00 |
| Metro Equipment Service, Inc. | \$10,400,000.00 |

The engineer's opinion of probable construction cost was \$11,500,000. An evaluation of the low bid is as follows:

1. The Bid Form provided in the Contract Documents was properly executed.
2. Bid security equal to 5% of the total base bid was enclosed on the form provided in the Contract Documents.

Page 2

Project No. WUD 05-061

3. SBE-M/WBE Schedules #1 and #2 provided in the Contract Documents were properly filled out. The low bidder has met the 15% SBE goal established under the SBE Ordinance. (A copy of the Office of Small Business Assistance SBE-M/WBE Compliance Review is attached.)
4. The lowest responsive bidder acknowledged the four (4) addendums.
5. The contractor holds a valid general contractor's and occupational license.

Water Utilities staff when evaluating the bid carefully considered the overall experience, qualifications, resources and references of the low bidder. Contract award to the low bidder, LANZO Construction Company in the amount of \$9,264,000.00 is recommended.

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. Leisha Pica, P.E., Deputy Director
John E. Rich, P.E., Pipeline Design Manager
Mark Fallon, Contract Manager

**PALM BEACH COUNTY
NORTHERN REGION UTILITY IMPROVEMENT PROJECT
WUD 05-061**

SEPTEMBER 27, 2006

BID TABULATION SHEET

| General | | | | | Lanzo Construction Co. | Garney Companies, Inc. | Metro Equipment Services, Inc. | AKA Services, Inc. |
|------------------------|---|------|-------------|----------|------------------------|------------------------|--------------------------------|------------------------|
| Item # | Description | Unit | Unit Price | Quantity | Price Bid | Price Bid | Price Bid | Price Bid |
| 1 | WM & FM Installation along SFWMD C-18 Canal, Beeline Hwy (SR-710) (including WM & FM Meter Vaults) and Innovation Drive | LS | N/A | 1 | \$6,404,000.00 | \$6,740,173.00 | \$7,255,000.00 | \$7,598,000.00 |
| 2 | WM & FM HDPE Horizontal Directional Drill under SFWMD C-18 Canal | LS | N/A | 1 | \$870,000.00 | \$850,000.00 | \$800,000.00 | \$725,000.00 |
| 3 | FM & WM Jack & Bore Installation w/casing under Railroad Tracks at SFWMD C-18 Canal, SR-710 & Innovation Drive | LS | N/A | 1 | \$1,140,000.00 | \$1,000,000.00 | \$900,000.00 | \$1,265,000.00 |
| 4 | Construction of Submersible Master Wastewater Pump Station | LS | N/A | 1 | \$575,000.00 | \$575,000.00 | \$600,000.00 | \$522,000.00 |
| 5 | Installation of 36" CMP Drainage Pipes and bank restoration along SFWMD C-18 Canal | LS | N/A | 1 | \$130,000.00 | \$75,000.00 | \$700,000.00 | \$340,000.00 |
| 6 | Substantial Completion - Early Completion Incentive | LS | \$3,000.00 | 30 | \$90,000.00 | \$90,000.00 | \$90,000.00 | \$90,000.00 |
| 7 | Final completion - Early Completion Incentive | LS | \$1,000.00 | 30 | \$30,000.00 | \$30,000.00 | \$30,000.00 | \$30,000.00 |
| 8 | Contract Allowances - Section 01020 | LS | \$25,000.00 | 1 | \$25,000.00 | \$25,000.00 | \$25,000.00 | \$25,000.00 |
| Total Items 1-8 | | | | | \$9,264,000.00 | \$9,385,173.00 | \$10,400,000.00 | \$10,595,000.00 |
| Addendum No. 1 | | | | | Yes | Yes | Yes | Yes |
| Addendum No. 2 | | | | | Yes | Yes | Yes | Yes |
| Addendum No. 3 | | | | | Yes | Yes | Yes | Yes |
| Addendum No. 4 | | | | | Yes | Yes | Yes | Yes |
| Bid Bond (5%) | | | | | Yes | Yes | Yes | Yes |

**PALM BEACH COUNTY
NORTHERN REGION UTILITY IMPROVEMENT PROJECT
WUD 05-061**

SEPTEMBER 27, 2006

BID TABULATION SHEET

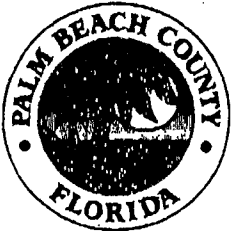
| General | | | | | Chaz Equipment Company, Inc. | Foster Marine Contractors, Inc. |
|------------------------|---|------|-------------|----------|------------------------------|---------------------------------|
| Item # | Description | Unit | Unit Price | Quantity | Price Bid | Price Bid |
| 1 | WM & FM Installation along SFWMD C-18 Canal, Beeline Hwy (SR-710) (including WM & FM Meter Vaults) and Innovation Drive | LS | N/A | 1 | \$8,000,000.00 | \$12,000,000.00 |
| 2 | WM & FM HDPE Horizontal Directional Drill under SFWMD C-18 Canal | LS | N/A | 1 | \$895,000.00 | \$705,000.00 |
| 3 | FM & WM Jack & Bore Installation w/casing under Railroad Tracks at SFWMD C-18 Canal, SR-710 & Innovation Drive | LS | N/A | 1 | \$1,040,000.00 | \$1,675,000.00 |
| 4 | Construction of Submersible Master Wastewater Pump Station | LS | N/A | 1 | \$490,000.00 | \$610,000.00 |
| 5 | Installation of 36" CMP Drainage Pipes and bank restoration along SFWMD C-18 Canal | LS | N/A | 1 | \$144,000.00 | \$115,000.00 |
| 6 | Substantial Completion - Early Completion Incentive | LS | \$3,000.00 | 30 | \$90,000.00 | \$90,000.00 |
| 7 | Final completion - Early Completion Incentive | LS | \$1,000.00 | 30 | \$30,000.00 | \$30,000.00 |
| 8 | Contract Allowances - Section 01020 | LS | \$25,000.00 | 1 | \$25,000.00 | \$25,000.00 |
| Total Items 1-8 | | | | | \$10,714,000.00 | \$15,250,000.00 |
| Addendum No. 1 | | | | | Yes | Yes |
| Addendum No. 2 | | | | | Yes | Yes |
| Addendum No. 3 | | | | | Yes | Yes |
| Addendum No. 4 | | | | | Yes | Yes |
| Bid Bond (5%) | | | | | Yes | Yes |

FROM : OSBA

FAX NO. : 5616166850

Oct. 10 2006

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.pbcbgov.com/osba

**Palm Beach County
Board of County
Commissioners**

Tony Maslotti, Chairman
Addie L. Greene, Vice Chairperson

Karen T. Marcus

Jeff Koons

Warren H. Newell

Mary McCarty

Burt Aaronson

County Administrator

Robert Weisman

DATE: October 10, 2006
TO: Dimitrios J. Scarlatos, P.E., Project Manager
Engineering Division - Water Utilities Dept.
FROM: Allen F. Gray, Manager
Office of Small Business Assistance *A. F. Gray*
SUBJECT: Compliance Review on Project No. WUD 05-061
NORTHERN REGION UTILITY IMPROVEMENT PROJECT
PHASE III

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

Low Bidder: Lanzo Construction Co., Florida
125 SE 5th Court
Deerfield Beach, FL 33441
Phone: (954) 979-0802
Bid Opening: September 27, 2006
Bid Amount: \$ 9,264,000.00
Goal: 15% Overall
Goal Achieved: 15.6%

SBE Participation:

| | | | |
|------|--------------------|-----------------|------------------------|
| (BL) | Southern Transport | \$ 36,960.51 | 0.40% |
| (WB) | L & L Worldwide | \$ 2,355,993.27 | |
| | | <u>X.60</u> | \$ 1,413,595.96 15.25% |

2nd Low Bidder: Garney Companies, Inc.
1333 NW Vivion Road
Kansas City, MO 64118
Phone: (816) 746-7206
Bid Amount: \$ 9,385,173.00
Goal Achieved: 15.1%

"An Equal Opportunity
Affirmative Action Employer"

FROM: OSBA

FAX NO. :5616166850

Oct. 10 2006 04:06PM P2/2

Page 2

File: WUD 05-061.doc

SBE Participation:

| | |
|-------------------|------------------------------------|
| (HI) Corcel Corp. | \$ 2,375,000.00 |
| | <u>X.60 \$ 1,425,000.00 15.18%</u> |

| | |
|-----------------------------|--|
| 3 rd Low Bidder: | Metro Equipment Service, Inc. |
| | 9450 SW 72 nd Street, Suite 110 |
| | Miami, FL 33173 |
| Phone: | (305) 598-7741 |
| Bid Amount: | 10,400,000.00 |
| Goal Achieved: | 15.0% |

SBE Participation:

| | |
|-------------------|------------------------------------|
| (HI) Corcel Corp. | \$ 2,600,000.00 |
| | <u>X.60 \$ 1,560,000.00 15.00%</u> |

EVALUATION

The Low Bidder, Lanzo Construction Co., has met the SBE requirement for this project.

cc: Verdenia Baker, Deputy County Administrator
Hazel Oxendine, Director, OSBA
Tammy Fields, Assistant County Attorney