

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

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Meeting Date: January 9, 2007	Consent [X] Regular [] Public Hearing []
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Submitted By: Water Utilities Department
Submitted For: Water Utilities Department

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: **A)** Change Order No. 1 with John J. Kirlin, Inc. Florida Division for the Northern Region Pumping Facility in the deductive amount of \$1,445,412.56, deleting materials for the purpose of sales tax recovery along with cost saving changes and designating John J. Kirlin, Inc. as the County's agent for the inspection and receipt of the materials and equipment; and **B)** Purchase Orders with vendors of the materials and equipment for sales tax recovery in the amount of \$1,363,526.

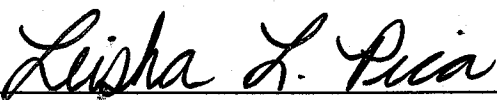
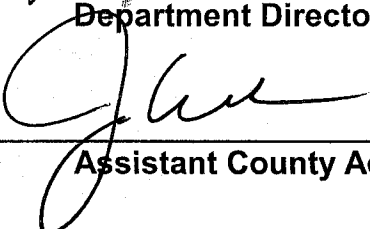
Summary: On November 21, 2006, the Board awarded a contract with the John J. Kirlin, Inc. (R2006-2470) for the Northern Region Pumping Facility in the amount of \$7,917,000. By approving Change Order No. 1 to this contract, and purchasing the associated materials and equipment directly from the vendors, total sales tax savings of \$81,886.56 can be achieved. John J. Kirlin, Inc. has agreed to serve as the County's agent for the inspection and receipt of the equipment and materials at no additional cost.

(WUD Project No. 06-050) Districts 6 (JM)

Background and Justification: On February 28, 2006, the Board of County Commissioners approved the purchase of the Village of Royal Palm Beach Utility assets (R-2006-0410). The purchase agreement provided for the County to construct an in-line master pump station on a 15 acre utility site that was transferred to the County as part of the utility acquisition. The Village of Royal Palm Beach will decommission their wastewater treatment plant upon completion of the Northern Region Pumping Facility. On November 21, 2006, the Board approved the construction contract with the John J. Kirlin, Inc. Florida Division (R2006-2470) in the amount of \$7,917,000. Change Order No. 1 provides for cost saving changes to reduce the overall cost of the Northern Region Pumping Facility by the amount of \$81,886.56.

Attachments:

1. Two (2) Original Change Order No. 1
2. Two (2) Original Purchase Orders for Materials and Equipment
3. Location Map

Recommended By:	 Department Director	<u>11/30/06</u> Date
Approved By:	 Assistant County Administrator	<u>12-15-06</u> Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	(\$81,886.56)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	(\$81,886.56)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund 4011 Dept 721 Unit W006 Object 6546

Is Item Included in Current Budget? Yes X No

Reporting Category N/A

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

One time expenditure from user fees, connection fees, and balance brought forward. The County will realize sales tax savings of \$81,886.56 by directly purchasing the materials and equipment for this project.

C. Department Fiscal Review: Debra M West


III. REVIEW COMMENTS

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

Elizabeth Bresh 12/1/06
 OFMB
 Contract Development and Control
 12/1/06
 This item complies with current

B. Legal Sufficiency:

This item complies with current County policies.

 12/14/06
Assistant County Attorney

C. Other Department Review:

Department Director

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

**NORTHERN REGION PUMPING FACILITY
PROJECT NO. WUD 06-050
CHANGE ORDER NO. 1**

CONTRACTOR:
John J. Kirlin, Inc. Florida Division
3125 W. Commercial Boulevard, Suite 200
Fort Lauderdale, FL 33309

**WATER UTILITIES DEPARTMENT
CONTRACT NO. R2006-_____
CONTRACT DATE: November 21, 2006
BUDGET Fund#: 4011-721-W006-6546
DISTRICT 6**

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

1. **Delete** contractor purchase of the following materials and equipment that will now be furnished by the Owner, as listed on the attached Purchase Requisition Request Forms from John J. Kirlin, Inc. Florida Division. and the attached scope of work, in the amount of (\$1,363,526.00) purchase price times the 1.06 sales tax rate plus an addition ½ cent sales tax on the first \$5,000.00 which equals **\$1,445,412.56**. The Contractor will install these owner furnished materials and equipment in accordance with the Special Conditions, Provisions Governing State of Florida Sale and Use Tax Exemption for County-Furnished Materials. Project WUD 03-169 is a lump sum contract and the material quantities have been estimated by John J. Kirlin, Inc. Florida Division 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 \$1,445,412.56 with sales tax or \$1,363,526.00 without sales tax. It is not the County's intent to deduct from the Contractor's contract amount more than the actual cost of the materials should the actual cost be less than the bid amount. Therefore, should the value of the material and equipment related to this change order exceed \$1,363,526.00 without sales tax, then the Contractor is responsible for furnishing the additional material and equipment to complete the project at no additional cost to the County. Should the value of the material be less than \$1,363,526.00 without sales tax, then the Contractor shall be refunded the balance. **The net sales tax recovery savings equals the sales tax in the amount of \$81,886.56.**

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

**NORTHERN REGION PUMPING FACILITY
PROJECT NO. WUD 06-050
CHANGE ORDER NO. 1**

The original Contract Sum was.....	\$7,917,000.00
Net change by previous Change Orders	\$0.00
The Contract Sum prior to this Change Order was	\$7,917,000.00
The Contract Sum will be decreased by this Change Order.....	<\$1,445,412.56>
The new Contract Sum including this Change Order will be	\$6,471,587.44
The Contract time will be Unchanged.....	(0)days
The Date of Substantial Completion including this Change Order:	<u>365 days from NTP</u>
The Date of Final Completion including this Change Order:.....	<u>395 days from NTP</u>

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

**Palm Beach County
Water Utilities Dept.**



ENGINEER

Stephen McGrew, P.E.

ADDRESS

P.O. Box 16097

West Palm Beach, FL 33416

DATE 11/27/06

**John J. Kirlin
Florida Division**



CONTRACTOR

Homer Gregorian, V.P.

ADDRESS

3125 W. Commercial Blvd.
Suite 200

Fort Lauderdale, FL 33309

DATE 11-20-06

**Palm Beach County Board
of County Commissioners**

OWNER

Addie L. Green, Chairperson

ADDRESS

P.O. Box 16097

West Palm Beach, FL 33416

DATE _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

ATTEST:
Sharon R. Bock, Clerk
and Comptroller:

County Attorney

(Corporate Seal)

Deputy Clerk

**NORTHERN REGION PUMPING FACILITY
PROJECT NO. WUD 06-050
CHANGE ORDER NO. 1**

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

**NORTHERN REGION PUMPING FACILITY
PROJECT NO. WUD 06-050
CHANGE ORDER NO. 1**

SCOPE OF WORK

Delete Contractor purchase of the following materials and equipment that will be furnished by the Owner per the Special Conditions, Sale and Use Tax Exemption for County-Furnished Materials, as listed on the attached letters from the John J. Kirlin, Inc. Florida Division. Purchase of the equipment and materials by the County will result in savings of the Florida State Sales tax. Except as provided in this Change Order, the Contractor shall provide insurance coverage as stated in the original contract. The Change Order deducts 1.06 plus times the value of the materials and equipment to be purchased by the County plus the first \$5,000.00 of the purchase price times an additional ½-cent sales tax rate for the one (1) purchase order which equals \$1,445,412.56. Contractor will act as the County's agent in performing the services required by the Special Conditions.

No.	Supplier	Description of Material	Material Price	Sales Tax	Total
1	Corcel Corp.	Pumps, Motors, FRP Tanks, Check Valves	\$535,000.00	\$32,125.00	\$567,125.00
2	Corcel Corp.	Butterfly & Gate Valves	\$205,000.00	\$12,325.00	\$217,325.00
3	Ferguson Enterprises, Inc	Ductile Iron Pipe and Fittings	<u>\$623,526.00</u>	<u>\$37,436.56</u>	<u>\$660,962.56</u>
		TOTAL	\$1,363,526.00	\$81,886.56	\$1,445,412.56

NORTHERN REGION PUMPING FACILITY
PROJECT NO. WUD 06-050
CHANGE ORDER NO. 1

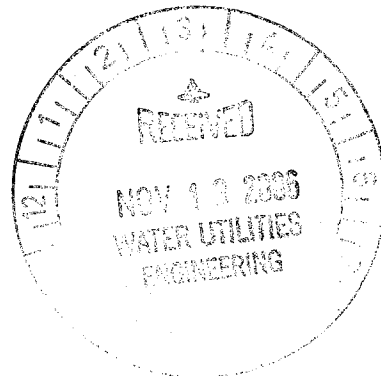
COST SUMMARY

<u>C.O. #</u>	<u>DESCRIPTION</u>	<u>ADDITIONS</u>	<u>(DELETIONS)</u>	<u>NET CHANGE</u>
1	Deduction of materials And equipment.	\$0	<\$1,445,412.56>	<\$1,445,412.56>

John J. Kirlin, Inc.
FLORIDA DIVISION
Mechanical Contractors

November 13, 2006

Mr. Stephen McGrew, P.E.
Palm Beach County Water Utilities Department
PO Box 16097
West Palm Beach, FL 33416-6097



4252 - Northern Region Pumping Facility, WUD 06-050

Subject: Sales Tax Recovery

Dear Mr. McGrew:

With reference to Ms. Mathews letter dated October 5, 2006 and our telephone conversation of November 10, 2006, enclosed are quotations received from:


- A. Carter & VerPlanck c/o Corcel Corp. for Wastewater Pumps and Motors, Sections 11190 and 16150, Submersible Grinder Pumps, Sections 11300 and 11303, FRP Tanks, Section 13209, and Cushioned Check Valves, Section 15100 for total of \$535,000.00 plus tax.
- B. Corcel Corp. for all Butterfly and Gate Valves, Section 15100 for total of \$205,000.00, plus tax.
- C. Ferguson Enterprises, Inc. for all Ductile Iron Pipe and Fittings as per Sections 15000, 15400, 15995, and Drawings M-1 through M-17, and Addendum #1 for total of \$623,526.00 plus tax.
- D. Quotes for Switchgear and VFD's have not been received by our electrical subcontractor, Gilmore Electric Co., Inc.

Please include with the County's purchase orders John J. Kirlin, Inc., Florida Division (JJK) Purchase Order Terms and Conditions per enclosed.

If you have any questions, please do not hesitate to call our office.

Very truly yours,

JOHN J. KIRLIN, INC., Florida Division

 11-13-06

H. Gregorian
Vice-President/ Environmental

HG/mct

Enc: 15 pages

cc: Brian Shields, P.E.
Rene Mathews, P.E.
Michael D. Wilson

4252.04

3125 W. Commercial Blvd., Suite 200, Ft. Lauderdale, FL 33309 • 954-739-8100 • 954-739-3971 fax • www.johnjkirlin-inc.com

Atlanta • Baltimore • Fort Lauderdale • Raleigh • Rockville

Established 1960



MATERIAL SUPPLIER AGREEMENT

3125 W. Commercial Blvd., Suite 200, Ft. Lauderdale, FL 33309
(954) 739-8100 FAX (954) 739-3971
3102 Cherry Palm Drive, Suite 140, Tampa, FL 33619
(813) 621-9209 FAX (813) 621-9317

ISSUED TO: (Include name, address, phone and fax #'s below; also include Vendor's remit to address if different)

ATTN:
THE VENDOR

SHIP TO:

ATTN:

DELIVERY TERMS: FOB Jobsite (Freight Prepaid)

Important: The acceptance of this Material Supplier Agreement or any part of it obligates the Vendor to abide by the terms, conditions and instructions on all four pages of this Material Suppliers Agreement.

Please Enter Our Order for the Following Items:

Please Enter Our Order for the Following Items:				
QTY	ITEM DESCRIPTION	DATE REQUIRED	UNIT	AMOUNT
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			Sub-Total:	\$0.00
			Sales Tax:	\$0.00
			TOTAL AMOUNT:	\$0.00

_____ %

THE CONTRACT DOCUMENTS

THE CONTRACT DOCUMENTS

The Contract Documents for this Material Supplier Agreement consist of this Agreement and the following listed Attachments:

The Material Supplier Agreement also includes but is not limited to the following Specifications Sections and Contract Drawings:

SPECIAL NOTES

A complete set of _____ copies for Architect/Engineer approval of your submission for your equipment and/or material shall be submitted by you to John J. Kirlin, Inc. (JJK) no later than _____ and shall include without limitation, at least the following items:

Vendor to sign and return all copies of this Material Supplier Agreement to JJK; JJK will then sign and return one copy for the Vendor's files. Acknowledge and confirm all shipping dates. Send notice of shipment to us the day shipment is made. No shipment will be accepted if JJK is not notified 24 hours in advance of its arrival at the receiving destination.

Billing instructions: Mail in invoices in duplicate, stating both Purchase Order Number and Job Name.

ACCEPTED BY:

(Print Vendor Name)

JOHN J. KIRLIN, INC. _____ DIVISION

(Print Name of Signing Authorized Vendor Representative)

(Print Name of Signing Authorized Representative)

(Signature, Title)

(Signature, Title)

DATE:

DATE:

1. **TERMS AND CONDITIONS.** The terms and conditions of this Material Supplier Agreement constitute the sole, exclusive and entire agreement between the parties. Any modifications must be set forth in writing and signed by both parties to be effective. If any provision herein is held to be invalid by any competent court, the remaining agreement shall survive. This Agreement shall control any inconsistency in any documents referred to or incorporated by reference. If this Material Supplier Agreement is retained by Vendor without executing and returning same or without rejecting same in writing within ten (10) days or receipt hereof, then it shall be deemed accepted; however, acceptance in writing is a condition precedent to payment due hereunder.

2. **CONTRACT DOCUMENTS.** The materials, products or services to be furnished shall be in strict accordance with the terms, conditions and requirements of the Prime Contract Documents, including General and Special Provisions and Conditions, plans, specifications and addenda, which documents are incorporated by reference and made a part of this Material Supplier Agreement (Contract Documents). A detailed list of Contract Documents is attached.

3. **FLOW-DOWN RELATIONSHIP.** The Vendor is bound to JJK in the same way JJK is bound to the Owner and/or the General Contractor (GC) and shall bear all rights and liabilities with respect to JJK as JJK has with respect to the Owner and/or GC except that this Material Supplier Agreement shall govern any inconsistent provision of the Contract Documents.

4. **TAXES AND TRANSIT.** The price recited on the face of this Material Supplier Agreement is complete and includes all applicable federal, state and local taxes as well as packaging and shipping costs. Vendor shall assume risk of loss in transit.

5. **APPROVAL BY OWNER.** JJK's obligation to pay Vendor is contingent upon Vendor and/or its product being approved by the Owner. If Owner fails to approve Vendor or its product Vendor shall be liable to JJK for all damages JJK incurs as a result thereof.

6. **INDEMNITY.** Vendor agrees to defend, indemnify and hold harmless JJK and/or GC and/or Owner and their agents and employees, from and against any claim, cost, expense or liability (including attorneys' fees) attributable to bodily injury, sickness, disease or death, or damage, loss or destruction of property (including loss of use thereof) caused by, arising out of, resulting from or occurring in connection with the performance of the work or products supplied by Vendor its subcontractors, or their agents or employees, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder; provided, however, Vendor's duty hereunder shall not arise if such injury, sickness, disease, death, damage or destruction is caused by the sole negligence of a party indemnified hereunder. Vendor's obligation hereunder shall not be limited by the provisions of any workmen's compensation or similar act or by the provisions, scope or limitations of any insurance requirements or coverage. Vendor acknowledges and agrees that one hundred dollars (\$100) of the Material Supplier Agreement price represents specific consideration paid to the Vendor for all indemnifications from Vendor hereunder.

Should GC/Owner or any other person assert a claim or institute a suit, action, or proceeding against JJK involving the manner or sufficiency of the performance of Vendor's work or products, Vendor shall, upon request of Contractor, promptly assume the defense of such claim, suit, action or proceeding, at Vendor's expense, and Vendor shall indemnify and hold harmless JJK and its agent and employees, from and against any liability, loss, damage, or expense arising out of or related to such claim, suit, action or proceeding.

Vendor agrees to reimburse JJK for all costs (including reasonable attorneys' fees) incurred by JJK in enforcing or securing Vendor's performance of any of the provisions of this Material Supplier Agreement including this paragraph.

7. **TIME IS OF THE ESSENCE.** Delays in delivery of the specified product material or services are inexcusable unless they are caused by unforeseeable factors beyond the control and without the fault or negligence of the Vendor or its supplier(s). All delays shall be considered inexcusable unless the Vendor gives written notice of the cause of the delay to JJK within five (5) days from the beginning of such delay Vendor shall only be entitled to an extension of time for performing the work covered by this Agreement for the same causes an extension of time is allowable and only to the extent actually allowed to JJK by Owner and/or GC under the terms of the Contract Documents. The Owner's decision or its representative, with regard to the delay including the assessment of liquidated damages, shall be binding upon and chargeable to the Vendor, subject only to the disputes procedure provided in the Contract Documents.

8. **DAMAGES FOR DELAY, ACCELERATION, INEFFICIENCY.** JJK shall not have any liability to Vendor for any delay, acceleration, or inefficiency damages or claims resulting or arising from any act or omission of JJK, JJK's subcontractors or other vendors; or any other cause except as specifically provided herein for Owner or GC acts or omissions. Vendor's sole remedy for delay, acceleration, or inefficiency damages arising out of acts or omissions of the Owner or GC, or error or omissions in the Contract Documents shall be the amounts JJK recovers against the GC or Owner, for "pass-through" claims and only if Vendor timely notifies JJK of such claims and timely submits to JJK such claims. If any delay, acceleration or inefficiency claims are not recoverable against the Owner and/or GC, JJK shall have no obligation to "pass through" such claims.

9. **SUBMITTALS.** All submittals such as shop drawings, catalogs, samples and material lists or other data required by Contract Documents which pertain to the products or materials furnished shall be provided by Vendor complete and timely. Vendor shall be liable for delays if it fails to do so and for any deviation from plans and specifications not explicitly approved by JJK and the Owner and/or GC. All deviations from the Contract Documents must be specially noted on the submittals and by separate cover letter the Vendor shall state reasons for the deviation and refer to the applicable specification provision or drawing detail.

10. **DEFAULT.** Failure or refusal on the part of the Vendor to perform any of the requirements of this Material Supplier Agreement or of the Contract Documents applicable to this Material Supplier Agreement shall constitute and be considered a breach hereof. In such event, JJK at its option may terminate this Material Supplier Agreement in whole or in part by sending to the Vendor forty-eight (48) hours notice in writing, commencing upon the deposit of same in the United States mail addressed to the Vendor at its last known address. Unless said default is cured within the term of the notice period, JJK shall have the right to acquire the herein specified product, material or service elsewhere provided. However, the Vendor shall remain liable to JJK for any damages, expenses, liquidated damages assessed against JJK by Owner or GC as a result of the Vendor's delay and default as aforesaid and any excess cost or expense, including premiums and counsel fees pertaining to said repurchase. In the event it is later determined by a court of competent jurisdiction or an arbitration panel that JJK's default of Vendor was improper, the compensation due Vendor shall be determined in accordance with the provisions in Paragraph 18.

The foregoing remedies shall be considered separate and cumulative and shall be in addition to every other remedy given hereunder or under the Contract Documents, or now or hereafter existing at law or in equity including JJK's right of setoff and collection of any funds which may be due Vendor under this or any other Material Supplier Agreement with JJK, or any of its affiliates, divisions or joint ventures.

11. **BANKRUPTCY AND DELINQUENT TAXES.** In the event of Vendor's bankruptcy, receivership, insolvency, general assignment for the benefit of creditors or of claims filed against JJK or its surety or notices or levies involving tax delinquencies being served upon JJK by reason of Vendor's nonpayment thereof, JJK shall have the right to withhold any payments due Vendor hereunder or under any other Material Supplier Agreement with JJK or any of its affiliates, divisions or joint ventures and apply the same to insure complete delivery of the product, material or services to be

furnished hereunder and shall be further entitled to reimbursement from Vendor for any and all losses and expenses, including reasonable counsel fees incurred as a result of such event without prejudice to all other rights against Vendor or its surety.

12. **CHANGES.** This Material Supplier Agreement is subject to the right of the Owner and/or GC to make changes in the drawings and/or specifications of the Contract Documents. In such event, JJK shall have the right accordingly by written order to make appropriate changes in the drawings and specifications, require additional product material or services or suspend or omit all or portions of the requirements covered by this Material Supplier Agreement. If such changes cause an increase or decrease in the price of this Material Supplier Agreement or in the time allocated for delivery of performance, the terms and price of this Material Supplier Agreement shall be modified therefore in writing, provided however, that any such adjustment shall be expressly conditioned upon the approval and acceptance thereof by the Owner and/or GC and the adjustment of JJK's contract with the Owner and/or GC to incorporate the value or adjustment in time of the change in this Material Supplier Agreement. In the event the adjustment is not approved or accepted by the Owner and/or GC as aforesaid, the Vendor shall have the right at its own expense to dispute the decision of the Owner and/or GC in accordance with the "Changes" and "Disputes" provisions of the Contract Documents provided, however, that nothing shall excuse the Vendor from proceeding meanwhile with the supplying of the product, material or service as changed by the Owner and/or GC. All changes involving increases or decreases in the Material Supplier Agreement or changes in the dates of delivery shall be deemed accepted by the Vendor unless the same are rejected in writing by the Vendor within the time allocated in the Contract Documents to dispute said changes or within seven (7) days after receipt, whichever is sooner.

13. **CONTRACT INTERPRETATION.** JJK's interpretation of Material Supplier Agreement requirements shall be binding upon Vendor and complied with except that Vendor shall have the right to claim adjustment of the Material Supplier Agreement amount because of said interpretation, only if Vendor disputes in writing, said interpretation within five days after receiving said interpretation and/or directive from JJK.

14. **INSPECTION.** All goods shall be received subject to JJK's continuing right of inspection and rejection. Defective goods or goods not in accordance with the Contract Documents' requirements will be held for Vendor's instruction at Vendor's expense if JJK so elects. Payment for goods under this Material Supplier Agreement shall not be deemed an acceptance thereof and is without prejudice to JJK's continuing right of inspection of any claims that JJK may have against Vendor.

15. **WARRANTY.** Vendor warrants and guarantees its product, material or services against defective workmanship or materials for a period equal to that stated in the Contract Documents but in no event less than one (1) year from the date the Owner accepts the project. The Vendor further warrants that its products have been produced in compliance with the applicable laws, executive orders or regulations involving fair labor practices, minimum wage and hour statutes and equal opportunity employment. Partial or final payment hereunder shall not constitute waiver of said warranties and guarantees or acceptance of the product, material or services furnished that subsequently may be found to be defective. In the event any defect materializes, Vendor shall forthwith, upon notice within the guarantee period remedy or replace the defective material product or service without cost to JJK and remain liable for damages to other work or material resulting therefrom or for any liabilities, losses, costs or additional expenses incurred as a result thereof. The limitation upon the term of the guarantee does not apply to latent defects.

16. **PLANT INSPECTIONS.** Vendor hereby grants JJK the right to make periodic visits to Vendor's plant during normal business hours for inspection of material or to determine the actual progress of manufacture.

17. **PATENT INFRINGEMENT.** To the extent that JJK must indemnify the Owner and/or GC against liabilities, costs and expenses for the use or infringement of any United States patent involved in the performance of the Prime Contract, the Vendor shall likewise and equally indemnify and save and hold harmless JJK where said infringement or use involves the product, material or services provided by the Vendor pursuant to this Material Supplier Agreement. The Vendor shall defend at its own cost and expense any action against any of the parties affected thereby and any alleged infringement of any patent by reason of the sale or use of the product and pay all costs, damages or judgments recovered in any such action and royalties and license fees required for the continued use or sale of said articles.

18. **DISPUTES.** In the event of any dispute or claim by Vendor hereunder, notice in writing of such dispute or claim shall be given to JJK no later than seven (7) days following the event, decision or other action out of which the claim arises, or such lesser period as may be required under the Contract Documents. Such notice shall describe such dispute or claim in detail. If Vendor fails to provide such notice, the claim or dispute and all monetary and other relief associated therewith shall be deemed as waived and abandoned by Vendor.

A. If any such claim or dispute as to which notice is given by the Vendor as above provided arises in whole or in part out of the Contract Documents or an act or omission of the Owner and/or GC, then Vendor's rights as to such dispute or claim shall be determined solely by applicable provisions of such Contract Documents including any dispute procedures therein. In the event that it is necessary to commence any action or proceeding against the Owner or GC to implement Vendor's rights as above described, then JJK agrees to, in its sole discretion, either initiate such proceeding on Vendor's behalf, or permit Vendor to initiate such proceeding in JJK's name, upon Vendor's written request; provided, however that Vendor shall provide any certifications required by the Contract Documents. Vendor, and its sureties, shall be bound to JJK to the same extent that JJK is bound to Owner and/or GC by the Contract Documents and by any decisions or determinations made under the Contract Documents by any board, court or arbitration panel. Nothing herein shall require JJK to certify a claim under a government contract when it cannot do so in good faith. Vendor shall be responsible for the prosecution of any such proceeding at its own cost and expense.

B. If any such claim or dispute as to which notice is given by the Vendor as above provided does not involve the Contract Documents, or acts or omissions of the Owner, or GC then it shall be determined as follows: JJK shall render a written decision within 30 days thereon from receipt of the written notice of such claim or dispute. If Vendor does not accept or agree with such decision (or any part thereof) it shall so notify in writing JJK within seven (7) days and the parties shall exert reasonable and good faith efforts to reach a satisfactory resolution. If Vendor fails to so notify in writing JJK within seven (7) days said claim or dispute shall be considered waived by Vendor. If such efforts are unsuccessful, then either party may elect to commence a legal action against the other in an appropriate court of law consistent with the provisions of Paragraph 24 herein. Alternatively, JJK may in its sole discretion, elect to initiate formal arbitration of such claim or dispute in accordance with the Construction Industry Rules of the American Association and the parties agree to be bound by and to comply fully with the decision rendered in such arbitration which shall be final and may be entered in any court of competent jurisdiction.

Vendor agrees that any cause of action which it may have against JJK and its surety on a payment bond, or against the GC and its surety on a payment bond, shall be stayed after any such payment bond action is filed in court, pending exhaustion of the disputes remedies referenced herein. The parties agree that this provision shall not be considered a waiver of Vendor's payment bond rights but an agreement that those right will be enforced in a court only after the disputes procedures referenced herein are exhausted. This provision shall be for the benefit of JJK's surety or the GC's surety, regardless of whether JJK or the GC are made parties to the payment bond action.

The pendency of any such claim or dispute shall not suspend or stay in any manner the obligations under this Material Supplier Agreement and Vendor shall continue the Work hereunder without interruption.

DUE TO THE SPECIALIZED NATURE OF CONSTRUCTION LITIGATION, EACH PARTY WAIVES IT RIGHT TO A TRIAL BY JURY, INCLUDING ANY SUIT AGAINST JJK'S PAYMENT BOND SURETY OR GC'S PAYMENT BOND SURETY.

19. TERMINATION FOR CONVENIENCE. JJK shall have the right to terminate this Material Supplier Agreement for its own convenience for any reason by giving notice of termination effective upon receipt thereof by Vendor. Termination for default under Paragraph 10 if wrongfully made shall be treated as a termination for convenience. In the event of termination for convenience Vendor shall not be entitled to payment for any goods which have not yet been released for manufacture by JJK or on which manufacture has not yet actually commenced. Goods delivered or in transit shall be paid for at their unit value as prescribed on the face of this Material Supplier Agreement, or if no unit value is stated by determining their pro rata portion of the stated lump sum value. If the goods are in the midst of manufacture and said goods constitute a standard product of the Vendor, Vendor shall be entitled to a reasonable restocking charge, said charge not to exceed a maximum of seven (7%) percent of the value of the goods had they been delivered prior to the convenience termination. If the goods are in the midst of manufacture and are not a standard product, the parties shall attempt to reach mutual agreement on the value of partial performance.

In no event shall Vendor be entitled to anticipated profits on unperformed portions of the work, or any other kind of consequential or direct damages.

20. ENCUMBRANCES. Vendor shall turn the work over to JJK in good condition and free and clear of all claims, encumbrances, or other liens and shall defend, indemnify and hold harmless JJK and GC/Owner from all claims, encumbrances or liens arising out of the performance of the Work. The Vendor shall, at its own cost and expense (including attorney's fees), defend all suits to establish such claims, and pay any such claims or liens so established. In the event of failure by the Vendor to comply with this requirement, JJK may, at its sole discretion, bond off any liens. All costs of such action, including attorney's fees incurred by JJK, shall be charged to the account of the Vendor.

In the event a subcontractor or supplier to Vendor shall file a claim of nonpayment against JJK's payment bond or file a lien against the Project, the Vendor shall obtain the withdrawal of the claim of nonpayment or bond off the lien within ten (10) days of its receipt of a demand to do so by JJK. Vendor's failure to comply with such a demand shall constitute an event of default in accordance with Paragraph 10, entitling JJK to terminate this Material Supplier Agreement.

Vendor shall, as often as requested by the Owner or by JJK, furnish a sworn statement identifying all parties who have furnished or are furnishing labor or materials to the Vendor with their names and addresses and amounts due or to become due each of them. Like statements may, at JJK's option, be required from any sub-Vendors or suppliers of the Vendor.

Vendor shall furnish JJK, if requested evidence of the payment of all bills and expenses incurred by the Vendor for labor, services, equipment and materials used by the Vendor, or any other liability incurred by the Vendor in any way, for the purpose of using the same on or about the Project. If requested by JJK, Vendor shall also furnish written releases, in form acceptable to JJK, from all persons, firms, or corporations that have furnished to the Vendor any labor, services, equipment and materials, whether on or for the Project, and written releases of liens and claims of nonpayment, in a form acceptable to JJK, from all persons, firms and corporations that may have in any way had any dealings or agreements in connection with the Work of the Vendor.

Any and all transportation tax, sales tax, use tax, or any other tax that might accrue through the purchase of materials or amounts paid for labor by the Vendor or occasioned by performance of this Agreement, shall be borne and paid for by the Vendor, and are included in the Material Supplier Agreement.

Vendor agrees that payments due from JJK for its Work are not assignable and that no part of this Material Supplier Agreement or the Work hereunder can be assigned, except by and in accordance with the written consent of JJK.

21. PRICING. If this Material Supplier Agreement contains lump sum pricing, the Vendor shall furnish for pay purposes only, a breakdown of item costs. Said breakdown shall reflect the reasonable value of the item of merchandise, including its proportionate share of the profit. No invoices shall be paid until such breakdown is submitted and approved.

22. ASSIGNMENT. No assignment hereunder is allowed without written approval of both parties.

23. NOTICES. All notices required under this Material Supplier Agreement or the Contract Documents shall be addressed to JJK's office located as set forth above. Notices required by the various provisions of the Contract Documents shall be due in the above office in one-half (1/2) the time specified in the Contract Documents so that JJK will have sufficient time to forward its notice within the required period. Failure of Vendor to forward notices in a timely manner as required by the various equitable adjustment provision of the Contract Documents shall operate to waive its rights to any such adjustments if the Owner and/or GC rejects the claim.

24. GOVERNING LAW AND DISPUTES FORUM. This Material Supplier Agreement shall be governed by the laws of the state where JJK's office address is located as set forth above. Any suit, action or proceeding permitted under this Material Supplier Agreement and initiated by one of the parties hereto against the other on any matters whatsoever rising out of or in connection with this Vendor shall be filed and maintained in the state where JJK's office address is located as set forth above, or at JJK's sole option, in the state or federal court nearest the Project site.



November 1, 2006

VIA FACSIMILE
954-739-3971

John J. Kirlin, Inc.
3125 W. Commercial Blvd. #200
Ft. Lauderdale, FL 33314

Attn: Homer Gregorian

Re: Palm Beach County
Northern Region Pumping Facility

Dear Homer:

Pursuant to our telephone conversation, we would like the purchase orders issued as follows:

Purchase Order #1

Vendor: Corcel Corporation
Scope: Section #11190: Non-Clog Pumps
Section #16150: Electric Motors (for pumps)
Section #11300: Grinder Pumps
Section #11303: Sump Pumps
Section #13209: FRP Tanks
Section #15100 (2.08): Cushioned Check Valves

Amount: \$535,000.00 Plus Tax (if applicable)

All of above per C&V scope of supply dated 9/27/06.

Purchase Order #2

Vendor: Carter & VerPlanck, Inc.
Scope: Freight
O&M Training
Installation Supervision
Project Administration

Amount: \$30,000.00 Non-Taxable

We will greatly appreciate a letter of intent ASAP so we can get the shop drawings moving. Thanks for your assistance.

Very truly yours,


G. B. VerPlanck
Carter & VerPlanck, Inc.

GBV/jem

CORCEL CORP.

2461 NW 23 Street, Miami, FL 33142

PH 305-636-1880 FAX 305-636-1897 WEB: corcelcorp.com

Boca Raton
561-347-7780

Jacksonville
904-612-8657

Revised 10/18/06 SBE SUPPLIER QUOTATION Certified for the Supply of Pipe by PBC OSBA

To: Tim Tillman - John J. Kirlin, Inc.

Fax 954-739-1787

From: Ray Corona

Date: 10/18/2006

Ref.: Northern Region Pumping Facility - PBC

Bld No.: WUD 06-50 - Due Date: 9/27/06@ 2PM

Item	Description	Size	Unit	Qty.
1	AWWA BFV, MJ, CI body, DI disc, 304SS Shaft, Buna-N seat and seal, 8 mil epoxy interior, 4 mil epoxy exterior, CL150B, buried service gear operator, 2" nut.	36"	EA	1
2	AWWA BFV, MJ, CI body, DI disc, 304SS Shaft, Buna-N seat and seal, 8 mil epoxy interior, 4 mil epoxy exterior, CL150B, buried service gear operator, 2" nut.	30"	EA	5
3	AWWA BFV, MJ, CI body, DI disc, 304SS Shaft, Buna-N seat and seal, 8 mil epoxy interior, 4 mil epoxy exterior, CL150B, buried service gear operator, 2" nut.	24"	EA	5
4	AWWA BFV, Flg, CI body, CI disc, 304SS shaft, Buna N seat and seal, 4 mil epoxy exterior, CL 150B, gear operator with handwheel, 40# rim pull.	18"	EA	4
5	AWWA BFV, Flg, CI body, CI disc, 304SS shaft, Buna N seat and seal, 4 mil epoxy exterior, CL 150B, gear operator with handwheel, 40# rim pull.	16"	EA	4
6	MJ Gate Valve w/ Bevel w/o Acc.	24"	EA	1
7	MJ Gate Valve w/o Acc.	6"	EA	2
8	MJ Gate Valve w/o Acc.	4"	EA	3
9	Flgd Gate Valve w/ Bevel	36"	EA	1
10	Flgd Gate Valve	4"	EA	2
11	Flgd Gate Valve w/Bevel	36"	EA	2
12	Flgd Gate Valve w/ Bevel	20"	EA	4
13	Flgd Gate Valve	18"	EA	4
14	Flgd Gate Valve	6"	EA	2
TOTAL LUMP SUM:				\$ 205,000.00

Fax (305) 636-1897 - Internet - corcelcorp@aol.com
Mailing: 925 Alhambra Cr., Coral Gables, FL 33134



FEI-DAVIE WATERWORKS #1206
5850 ORANGE DR
DAVIE, FL 33314

Deliver To: HOMER
From: Pete Cochran
Comments: REVISED TO ADD BACK THE FIRE
HYDRANTS. THANK YOU, PETE.

09:36:21 OCT 25 2006

FERGUSON ENTERPRISES, INC.
FEI-POMPANO BEACH, FL WW #125

Price Quotation

Page # 1

Phone : 954-792-0901

Fax : 954-792-4368

Bid No.....: B84458

Bid Date.....: 10/23/06

Quoted By.: PBC

Cust Phone: 954-739-8100

Terms.....: NET 10TH PROX

Customer: JOHN J. KIRLIN, INC FLA DIV
3125 W. COMMERCIAL BLVD.
SUITE: 200
FT LAUDERDALE, FL 33309

Ship To: JOHN J. KIRLIN, INC FLA DIV
3125 W. COMMERCIAL BLVD.
SUITE: 200
FT LAUDERDALE, FL 33309

Cust PO#....:

Job Name:

Item	Description	Quantity	Net Price	UM	Total
	----- \$ REVISED PRICING F/ACIPCO REMOVED MISC MATERIAL \$ ----- PALM BEACH COUNTY MATHEWS CONSULTING BID 9/27/06 ----- =====				
	WATER MAIN =====				

AFR200P30	30 CL200 CL DI FLEX RNG PIPE	180	98.916	FT	17804.88
AFT200P30	30 CL200 CL DI FASTITE PIPE	440	69.442	FT	30554.48
AFR250P24	24 CL250 CL DI FLEX RNG PIPE	200	73.158	FT	14631.60
DI250SJP24	24 CL250 DI SJ PIPE	80	51.053	FT	4084.24
DI350SJP	6 CL350 DI SJ PIPE	80	9.000	FT	720.00
	SUBTOTAL				67795.20

	MJ FITTINGS C153 C/L -----				
MJTLA3630	36X30 MJ C153 TEE L/A	1	4573.680	EA	4573.68
MJLSLA36	36X24 MJ C153 LONG SLV L/A	1	2131.000	EA	2131.00



09:36:21 OCT 25 2006

FERGUSON ENTERPRISES, INC.
FEI-POMPANO BEACH, FL WW #125

Price Quotation
Phone : 954-792-0901
Fax : 954-792-4368

Page # 2

Reference No: B84458

Item	Description	Quantity	Net Price	UM	Total
MJTLA30	30 MJ C153 TEE L/A	2	2490.315	EA	4980.63
MJTLA3024	30X24 MJ C153 TEE L/A	1	2558.840	EA	2558.84
SP-FAB	SPECIAL FABRICATION 56.7' 30" FR FRE PIPE CL-53 14'2" W/18" FR WELD-ON-OUTLET, 7' 1" FROM FRE & 0 DEG FROM TDC	1	13945.400	EA	13945.40
SP-FAB	SPECIAL FABRICATION 56.7' 30" FR FRE PIPE CL-53 14'2" W/16" FR WELD-ON-OUTLET, 7' 1" FROM FRE & 0 DEG TDC	1	13004.740	EA	13004.74
MJTLA30X	30X8 MJ C153 TEE L/A	2	1447.265	EA	2894.53
MJ9LA30	30 MJ C153 90 BEND L/A	1	1968.320	EA	1968.32
MJ4LA30	30 MJ C153 45 BEND L/A	14	1651.579	EA	23122.11
MJTP30K	30X2 MJ C153 TAP PLUG	2	891.000	EA	1782.00
MJRLA3024	30X24 MJ C153 RED L/A	1	933.160	EA	933.16
MJTLA24	24 MJ C153 TEE L/A	2	1463.000	EA	2926.00
MJ9LA24	24 MJ C153 90 BEND L/A	1	1048.000	EA	1048.00
MJ4LA24	24 MJ C153 45 BEND L/A	5	781.000	EA	3905.00
MJ2LA24	24 MJ C153 22-1/2 BEND L/A	1	815.000	EA	815.00
MJLSLA24	24X15 MJ C153 LONG SLV L/A	1	606.000	EA	606.00
MJRLAXU	8X6 MJ C153 RED L/A	2	63.000	EA	126.00
MJTLAU	6 MJ C153 TEE L/A	3	95.000	EA	285.00
MJ9LAU	6 MJ C153 90 BEND L/A	3	72.000	EA	216.00
MJ4LAU	6 MJ C153 45 BEND L/A	1	67.200	EA	67.20
MJTPUK	6X2 MJ C153 TAP PLUG	1	43.272	EA	43.27
	SUBTOTAL				81931.88
E1136	36 MEGALUG F/ DI W/EBAA SEAL GSKT	4	657.000	EA	2628.00
E1130AS	30 MEGALUG ACC SET F/ DI	44	507.000	EA	22308.00
E1124AS	24 MEGALUG ACC SET F/ DI	24	195.000	EA	4680.00
E1108AS	8 MEGALUG ACC SET F/ DI	2	37.000	EA	74.00
E1106AS	6 MEGALUG ACC SET F/ DI	19	26.000	EA	494.00
	SUBTOTAL				30184.00
	FLG PIPE C/L - PRIME				
SP-1849FFR	18 X 4'9" FLG X FRE DIP	4	725.033	EA	2900.13
SP-1649FLFR	16 X 4'9" FLG X FRE DIP	4	645.158	EA	2580.63
BBF18	18 DI C110 BLIND FLG	4	534.000	EA	2136.00
BF16	16 DI C110 BLIND FLG	4	322.000	EA	1288.00



FERGUSON ENTERPRISES, INC.
FEI-POMPANO BEACH, FL WW #125

Price Quotation
Phone : 954-792-0901
Fax : 954-792-4368

Page # 3

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Reference No: B84458

Item	Description	Quantity	Net Price	UM	Total
SS6ATRDU	1/2X6 SS 316 ALL THRD ROD	24	5.000	FT	120.00
SSNUTD	1/2 HEX NUT SS	16	18.000	C	2.88
	SUBTOTAL				9027.64

	FIRE HYDRANTS				

AFCB84BLAOLN	5-1/4 VO B84B HYD 3'6 BURY OL L/A	2	1140.000	EA	2280.00
E1106AS	6 MEGALUG ACC SET F/ DI	2	26.000	EA	52.00
	SUBTOTAL				2332.00

	BACK FLOW ASSY (L/RPZ)				

	SUBTOTAL				0.00
PT-6RPZA	6' RPZ BACKFLOW ASSY	1		EA	
MJ9LAU	6 MJ C153 90 BEND L/A	2	74.415	EA	148.83
E1106AS	6 MEGALUG ACC SET F/ DI	4	28.000	EA	112.00
FPPUW	6 X 7 FT FLGXPE PIPE	2	412.960	EA	825.92
F9U	6 DI C110 FLG 90 BEND	2	114.080	EA	228.16
FFPUG	6 X 1 FT FLGXFLG PIPE	1	256.360	EA	256.36
MDFASU	6 MIAMI DADE FLG ACC SET	5	17.000	EA	85.00
	SUBTOTAL				1656.27

PT-1ARV-PBC	1" WATER AIR RELEASE VALVE - PBC	1		EA	
FFB4004	1 CC X MIP BALL CORP ST	1	33.567	EA	33.57
V22G	1 AIR RELEASE VLV	1	176.000	EA	176.00
P40S9G	1 PVC SCH40 SXS 90 ELL	2	0.980	EA	1.96
P40SMAG	1 PVC SCH40 SXM ADPT	1	0.890	EA	0.89
PFP80SUG	1 PVC SCH80 SXS UNION EPDM	2	7.000	EA	14.00
P40BEPG20	1X20 PVC SCH40 BE PIPE	4	79.600	C	3.18
P40SBGD	1X1/2 PVC SCH40 SPXSLIP BUSH	1	0.920	EA	0.92
P40SMAD	1/2 PVC SCH40 SXM ADPT	1	0.440	EA	0.44
	SUBTOTAL				230.96

BT4905W	2PC SCRW VLV BX W/ WTR LID	19	65.000	EA	1235.00
	SUBTOTAL				1235.00

E1136	36 MEGALUG F/ DI W/EBAA SEAL GSKT	2	657.000	EA	1314.00
E1130AS	30 MEGALUG ACC SET F/ DI	10	507.000	EA	5070.00



FERGUSON ENTERPRISES, INC.
FEI-POMPANO BEACH, FL WW #125

Price Quotation
Phone : 954-792-0901
Fax : 954-792-4368

Page # 4

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Reference No: B84458

Item	Description	Quantity	Net Price	UM	Total
E1124AS	24 MEGALUG ACC SET F/ DI	6	195.000	EA	1170.00
E1106AS	6 MEGALUG ACC SET F/ DI	6	27.000	EA	162.00
	SUBTOTAL				7716.00

MDAS18	18 MIAMI DADE FLG ACC SET	8	74.000	EA	592.00
MDFAS16	16 MIAMI DADE FLG ACC SET	8	43.000	EA	344.00
	SUBTOTAL				936.00

	METER VAULT				

SP-2417FPE	24 X 17'0" FLG X PE DIP	1	1645.000	EA	1645.00
SP-252FVIC	24 X 2'0" FLG X VIC DIP	1	638.000	EA	638.00
SP-2410VF	24 X 10'0" VIC X PE DIP	1	1012.000	EA	1012.00
SP-FPWCPPK	4 X 2 FT FLG X PE WC DI PIPE	1	146.000	EA	146.00
F9P	4 DI C110 FLG 90 BEND	2	76.000	EA	152.00
CFP	4 DI C110 THRD COMP FLG F/ STL	1	19.000	EA	19.00
VL240077PE0	24 PTD GRV COUP W/ E GSKT 77	1	352.760	EA	352.76
SP-24GAPSS	24" ADJ PIPE SUPPORT	2	350.000	EA	700.00
MDFAS24	24 MIAMI DADE FLG ACC SET	2	150.000	EA	300.00
	SUBTOTAL				4964.76

	WATER PVC				

FFC2023274IP4	30X1 IP DBL SS EPOX SDL DI	8	269.000	EA	2152.00
R202N259042	24X1 IP DBL SS STRP NYL SDL	1	202.000	EA	202.00
FF17004	1 MIP X FIP CORP ST	2	29.563	EA	59.13
IBRBGD	1X1/2 BRS BUSH	2	2.097	EA	4.19
FFB17007	2 MIP X FIP BALL CORP ST	1	120.000	EA	120.00
	TOTAL				210547.03
	=====				
	FORCE MAIN				
	=====				

AFR200PX36	36 CL200 EPOX DI FLEX RNG PIPE	40	178.832	FT	7153.28
SP-DI200SJEP36	36 CL200 DI SJ EPOX PIPE	60	138.569	FT	8314.14
AFR200PX30	30 CL200 EPOX DI FLEX RNG PIPE	200	136.495	FT	27299.00
SP-30D200PL	30 CL200 P-401 DI FASTITE PIPE	280	107.021	EA	29965.88
AFR250PP424	24 CL250 P-401 DI FLEX RNG PIPE	20	102.684	FT	2053.68



FERGUSON ENTERPRISES, INC.
FEI-POMPANO BEACH, FL WW #125

Price Quotation

Phone : 954-792-0901

Fax : 954-792-4368

Page # 5

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Reference No: B84458

Item	Description	Quantity	Net Price	UM	Total
DI250SJEP24	24 CL250 DI SJ EPOX PIPE	40	80.579	FT	3223.16
	SUBTOTAL				78009.14
	ALL FITTINGS C 153 - 401				
SP-FBELTLA36	36 MJ C-110 P-401 TEE L/ACC	1	6392.000	EA	6392.00
SP-FAB	SPECIAL FABRICATION	1	16665.320	EA	16665.32
	36' FR FRE PIPE CL-53 8" 11"				
	W/20' FR WELD-ON-OUTLET 4'-5-1/2'				
	FROM FRE & 0 DEG TDC				
	401 LINED				
FB9P4LA36	36 MJ C110 P-401 90 BEND L/A	3	4572.000	EA	13716.00
FB2P4LA36	36 MJ C110 22-1/2 BEND P-401 L/A	1	3526.000	EA	3526.00
SP-MJELRLA3630	36X30 C110 MJ EPOX LINED RED L/A	2	2925.135	EA	5850.27
MJRLA3624	36X24 MJ C153 RED L/A	1	2842.110	EA	2842.11
SP-MJELTLA30	30 MJ TEE C153 EPOX LINED	1	3852.710	EA	3852.71
MJ4P4LA30	30 MJ C153 P-401 45 BEND L/A	10	2475.537	EA	24755.37
MJ2LA30	30 MJ C153 22-1/2 BEND L/A	2	2547.230	EA	5094.46
MJLSLA30	30X24 MJ C153 LONG SLV L/A	1	2137.960	EA	2137.96
MJELTLA24	24 MJ C153 EPOX TEE L/A	2	2238.535	EA	4477.07
MJEL4LA24	24 MJ C153 EPOX 45 BEND L/A	3	1289.053	EA	3867.16
MJ1P4LA24	24 MJ C153 P-401 11-1/4 BEND L/A	1	1351.790	EA	1351.79
MJLSLA24	24X15 MJ C153 LONG SLV L/A	1	1041.000	EA	1041.00
MJELSP24	24 MJ C153 EPOX SLD PLUG	1	747.000	EA	747.00
	SUBTOTAL				96316.22
E1136	36 MEGALUG F/ DI W/EBAA SEAL GSKT	14	657.000	EA	9198.00
E1130AS	30 MEGALUG ACC SET F/ DI	30	507.000	EA	15210.00
E1124AS	24 MEGALUG ACC SET F/ DI	17	195.000	EA	3315.00
	SUBTOTAL				27723.00
	FLG PIPE 410 - PRIME				
SP-20102FFR	20 X 10'2' FLG X FRE DIP 401	4	1240.833	EA	4963.33
SP-366FPE	36 X 6'0' FLG X PE 401 DIP	1	3449.000	EA	3449.00
SP-3613FPE	36 X 13'0' FLG X PE 401	1	5259.000	EA	5259.00
	SUBTOTAL				13671.33
E1136	36 MEGALUG F/ DI W/EBAA SEAL GSKT	22	657.000	EA	14454.00
E1130AS	30 MEGALUG ACC SET F/ DI	35	507.000	EA	17745.00



FERGUSON ENTERPRISES, INC.
FEI-POMPANO BEACH, FL WW #125

Price Quotation
Phone : 954-792-0901
Fax : 954-792-4368

Page # 6

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Reference No: B84458

Item	Description	Quantity	Net Price	UM	Total
E1124AS	24 MEGALUG ACC SET F/ DI	17	195.000	EA	3315.00
	SUBTOTAL				35514.00
SS6ATRDU	1/2X6 SS 316 ALL THRD ROD	162	5.000	FT	810.00
SS4ATRFU	3/4X6 SS 304 ALL THRD ROD	78	7.000	FT	546.00
DRCS3	1/2 SS ROD COUP 50 PK	32	3.000	EA	96.00
SSRODCF	3/4 SS ROD COUP	4	12.000	EA	48.00
SSNUTD	1/2 HEX NUT SS	32	9.000	C	2.88
SSHNF	3/4 SS H/HEAD NUT	16	0.800	EA	12.80
	SUBTOTAL				1515.68
	VALVES				
E1124AS	24 MEGALUG ACC SET F/ DI	2	195.000	EA	390.00
	SUBTOTAL				390.00
	TOTAL				253139.37
	ARV ASSY				
PT-2ARVASSY-FM-PSL	2' FORCEMAIN ARV ASSY - PSL	2		EA	
FFB17007	2 MIP X FIP BALL CORP ST	2	123.811	EA	247.62
DS44NK24	2X24 SS SCH40 304 NIP	2	30.000	EA	60.00
NT176AK	2 BRZ 300# IPS NRS GATE VLV	2	23.816	EA	47.63
DS44NKM	2X3 SS SCH40 304 NIP	2	48.000	EA	96.00
V48SBWK	*1203 2 SEWAGE AIR RELEASE VLV W/A	2	851.000	EA	1702.00
	PT-2ARVASSY-FM-PSL				2153.25
	MECHANICAL				
	PUMP SUCTION				
	ALL PIPE & FIT - 401/PRIME				
FEL920	20 FLG EPOX 90 BEND	4	2014.738	EA	8058.95
SP-2084FF	20 X 8'4" FLG X FLG 401	4	1785.000	EA	7140.00
SP-2014FPE	20 X 1'10" FLG X PE 401	4	628.000	EA	2512.00
SP-DC3820	20 DRESSER STYLE 38 COUP	4	473.000	EA	1892.00
SP-20X2FPE	20 X 2'0" FLG X PE 401	4	628.000	EA	2512.00



FERGUSON ENTERPRISES, INC.
FEI-POMPANO BEACH, FL WW #125

Price Quotation
Phone : 954-792-0901
Fax : 954-792-4368

Page # 7

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Reference No: B84458

Item	Description	Quantity	Net Price	UM	Total
FER2012	20X12 DI C110 FLG ECC RED	2	1716.840	EA	3433.68
SP-208ER	20X8 FLG ECC RED 401	1	773.090	EA	773.09
SP-206FER	20X6 FLG ECC RED 401	1	1056.470	EA	1056.47
GDATRFU	3/4X6 GALV HDG ALL THRD ROD	96	3.000	FT	288.00
SP-HDGGP20	20 HDG GUSSET	32	77.000	EA	2464.00
HDGHNH	3/4 HDG HEX NUT	32	0.272	EA	8.70
MDFAS20	20 MIAMI DADE FLG ACC SET	20	136.000	EA	2720.00
MDFAS12	12 MIAMI DADE FLG ACC SET	4	25.000	EA	100.00
	SUBTOTAL				32958.89

	PUMP DISCHARGE				

F9P412	12 DI 125# FLG P-401 90 BEND	2	454.000	EA	908.00
F9P4U	6 DI 125# FLG P-401 90 BEND	1	143.000	EA	143.00
SP-606FF	6 X 0'6" FLG X FLG 401	1	143.000	EA	143.00
F9P4UP	6X4 DI 125# FLG P-401 90 BEND	1	161.000	EA	161.00
FFELPP1	4 X 1 FT FLGXFLG EPOX P	1	107.000	EA	107.00
FCRP41812	18X12 DI 125# FLG P-401 CONC RED	2	1460.000	EA	2920.00
SP-186FCR	18X6 FLG CONN RED 401	2	868.890	EA	1737.78
SP-181FPEEL	18 X 1'0" FLG X PE 401	8	403.000	EA	3224.00
R4001950040700	18 STL COUP 19.50	4	468.235	EA	1872.94
GDATRFU	3/4X6 GALV HDG ALL THRD ROD	24	3.000	FT	72.00
SP-18GUS	18 GUSSET PLATE	32	83.325	EA	2666.40
HDGHNH	3/4 HDG HEX NUT	32	0.272	EA	8.70
F918	18 DI C110 FLG 90 BEND	4	1570.528	EA	6282.11
SP-1816FFEL	18 X 1'6" FLG X FLG 401	4	674.000	EA	2696.00
SP-T3618FT	36X18 FLG TEE 401	4	4805.263	EA	19221.05
SP-366FFEL	36 X 6'0" FLG X FLG 401	1	5216.000	EA	5216.00
SP-3646FFEL	36 X 4'6" FLG X FLG 401	1	4813.000	EA	4813.00
SP-3639FFEL	36 X 3'9" FLG X FLG 401	1	4699.000	EA	4699.00
SP-3646FF	36 X 4'6" FLG X FLG 401	1	4813.000	EA	4813.00
IF936	36 DI 125# FLG 90 BEND	2	4950.000	EA	9900.00
	1 HAS 2" TAP				
SP-3674FF	36 X 7'4" FLG X FLG 401	1	5476.000	EA	5476.00
FT36	36 DI 125# FLG TEE	2	7226.315	EA	14452.63
SP-366BF	36 X 6 BLIND FLG	2	4539.000	EA	9078.00
SP-3624FF	36 X 2'4" FLG X FLG W/TAP	1	4183.000	EA	4183.00
	SUBTOTAL				104793.61

VALVES



09:36:21 OCT 25 2006

FERGUSON ENTERPRISES, INC.
FEI-POMPANO BEACH, FL WW #125

Price Quotation
Phone : 954-792-0901
Fax : 954-792-4368

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Reference No: B84458

Item	Description	Quantity	Net Price	UM	Total
V48S301BWK	2 COMB SEWAGE AIR VLV W/A	2	1250.000	EA	2500.00
CFU	6 DI C110 THRD COMP FLG F/ STL	2	25.000	EA	50.00
K633BALU	6 ALUM MALE NPT FEM COUP	2	103.000	EA	206.00
K634BALU	6 ALUM CAP F/ ADPT	2	77.000	EA	154.00
	SUBTOTAL				2910.00

MDFAS36	36 MIAMI DADE FLG ACC SET	21	287.143	EA	6030.00
MDFAS20	20 MIAMI DADE FLG ACC SET	20	136.000	EA	2720.00
MDAS18	18 MIAMI DADE FLG ACC SET	28	85.000	EA	2380.00
MDFAS12	12 MIAMI DADE FLG ACC SET	6	25.000	EA	150.00
MDFASX	8 MIAMI DADE FLG ACC SET	1	15.000	EA	15.00
MDFASU	6 MIAMI DADE FLG ACC SET	7	17.000	EA	119.00
MDFASP	4 MIAMI DADE FLG ACC SET	2	8.000	EA	16.00
	SUBTOTAL				11430.00
	TOTAL				154245.75

	LIFT STATION				

FFPPW	4 X 7 FT FLGXFLG PIPE	2	199.000	EA	398.00
F9P4P	4 DI 125# FLG P-401 90 BEND	2	122.000	EA	244.00
FFELPPP	4 X 4 FT FLGXFLG EPOX P	2	206.000	EA	412.00
AFC52SCLWP	4 FLG L&W CHK VLV	2	724.000	EA	1448.00
FFELPPM	4 X 3 FT FLGXFLG EPOX P	2	140.000	EA	280.00
	W/ TAP				
MJ9P4LAP	4 MJ C153 P-401 90 BEND L/A	1	70.000	EA	70.00
MJTP4LAP	4 MJ C153 P-401 TEE L/A	2	110.000	EA	220.00
FPCLPPP	4 X 4 FT FLGXPE EPOX PIPE	1	233.000	EA	233.00
F9P	4 DI C110 FLG 90 BEND	1	76.000	EA	76.00
CFP	4 DI C110 THRD COMP FLG F/ STL	1	19.000	EA	19.00
K633BALP	4 ALUM MALE NPT FEM COUP	1	40.000	EA	40.00
K634BALP	4 ALUM DUST CAP DC	1	20.000	EA	20.00
FWWSS316NFPP	4 316 SS FF 1/8 NEOP FLG PKG	12	24.000	EA	288.00
E1104AS	4 MEGALUG ACC SET F/ DI	16	23.000	EA	368.00

	VENT ASSY				

SP-FPWCPPK	4 X 2 FT FLG X PE WC DI PIPE	1	146.000	EA	146.00
F9P	4 DI C110 FLG 90 BEND	2	76.000	EA	152.00



FERGUSON ENTERPRISES, INC.
FEI-POMPANO BEACH, FL WW #125

Price Quotation

Page # 9

09:36:21 OCT 25 2006

Phone : 954-792-0901

Fax : 954-792-4368

Reference No: B84458

Item	Description	Quantity	Net Price	UM	Total
CFP	4 DI C110 THRD COMP FLG F/ STL	1	19.000	EA	19.00
FWWSS316NFPP	4 316 SS FF 1/8 NEOP FLG PKG	3	24.000	EA	72.00
	SUBTOTAL				4505.00

	FORCE MAIN				

DI350SJEP	4 CL350 DI SJ EPOX PIPE	40	21.000	FT	840.00
MJ4P4LAP	4 MJ C153 P-401 45 BEND L/A	2	67.000	EA	134.00
E1104AS	4 MEGALUG ACC SET F/ DI	5	23.000	EA	115.00
	SUBTOTAL				1089.00

Net Total: 623526.15

Tax: 37411.60

Total: 660937.75

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 EXPRESSED 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.

NORTHERN REGION PUMPING FACILITY
PROJECT NO. WUD 06-050
CHANGE ORDER NO. 1

SCHEDULE 1

PARTICIPATION OF SBE/MWBE CONTRACTORS

PROJECT NAME: Northern Region Pumping Facility PROJECT NO. WUD 03-169
NAME OF PRIME CONTRACTOR: John J. Kirlin, Inc. Florida Division CHANGE ORDER NO. 1
CONTACT PERSON: H. Gregorian V.P. PHONE NO: 954-739-8100 FAX NO: 954-739-3971
CONTRACT DATE: _____ DEPARTMENT: Water Utilities

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

PRIME CONTRACTOR TO COMPLETE:

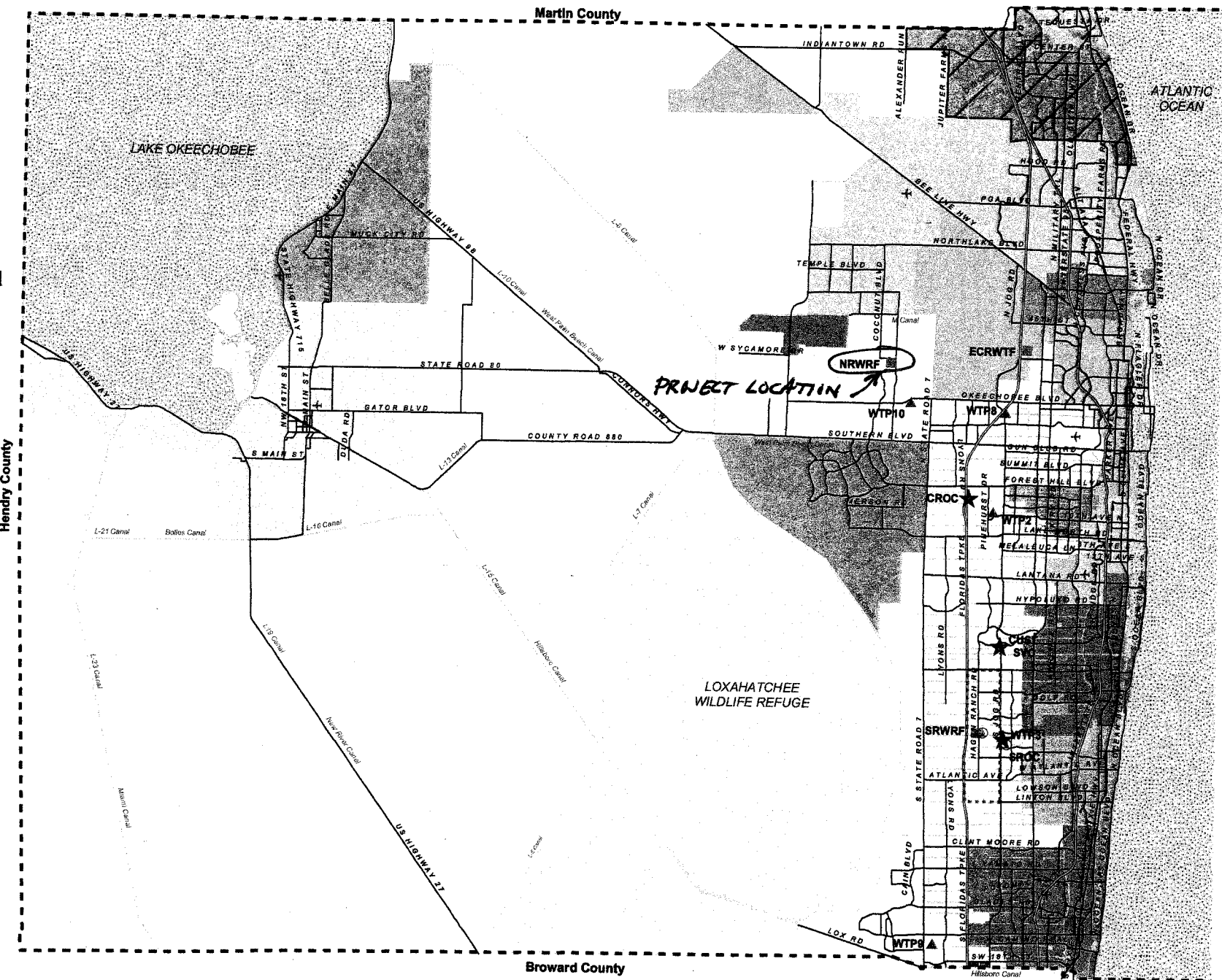
ORIGINAL CONTRACT PRICE: \$7,917,000.00 ORIGINAL PARTICIPATION: 15.09% overall SBE

ADJUSTED CONTRACT PRICE: \$6,471,587.44 ADJUSTED PARTICIPATION: 18.46% overall SBE

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



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



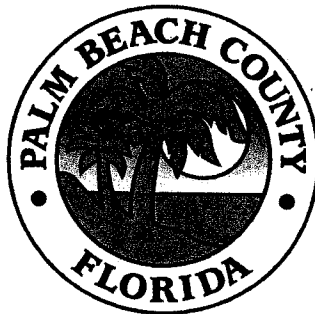
- Legend**
- P.B.C.W.U.D. SA
 - MANDATORY RECLAIMED SA
 - - - Palm Beach County Limits
 - ★ Administration
 - Water Reclamation Facility
 - ▲ Water Treatment Facility
 - ① Wetlands



NOT TO SCALE

**PALM BEACH COUNTY
WATER UTILITIES DEPARTMENT**

NORTHERN REGION PUMPING FACILITY



PROJECT NO. WUD 06-050

PURCHASE ORDERS 1 - 3



**WATER UTILITIES DEPARTMENT
INTEROFFICE MEMORANDUM**

DATE: November 22, 2006
TO: Jim Mize, Assistant County Attorney
FROM: Steve McGrew, P.E. through
Brian Shields, P.E., Director of Engineering
Water Utilities Department
RE: Northern Region Pumping Facility, WUD 06-050
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, please call Steve McGrew at 493-6110.

Please Check One:

- _____ Approved, and package:
forwarded to Procurement (Attn: Vernetha Green – Fax 493-6240)
Copy to Water Utilities (Attn: Steve McGrew, 493-6113 - Fax)
- _____ Returned to Water Utilities with comments (WUD – Attn: Steve McGrew, 493-6110)

Signature

Date

c: Brian Shields
File 05-018

Purchase Requisition Request Form

Northern Region Pumping Facility

Project No. WUD 06-050

Palm Beach County, Florida

Invoicing address:

Palm Beach County Water Utilities

8100 Forest Hill Blvd.

West Palm Beach, FL 33413

ATTN: Vincent Riccobono

ATTACHMENT B

Per Palm Beach County

PO # PBC 06-050-1

Issued To:

Corcel Corporation

2461 NW 23rd Street

Miami, FL 33142

561/347-7780 or 305/636-1880

Delivery Address:

John J. Kirlin, Inc.

980 Crestwood Blvd.

Royal Palm Beach, FL 33411

Call for delivery instruction: 954/739-8100 - H. Gregorian

Date	Project No.	Delivery Date	Ship via	F.O.B.	Terms
11/20/2006	WUD 06-050	As ordered by John J. Kirlin, Inc.	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, 3. this Attachment B and 4. Additional terms and conditions by John J. Kirlin. 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 #06-050-1
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.
4. Additional terms and conditions by John J. Kirlin

Notes:

1. Contract Schedule: Schedule Shipment as coordinated by John J. Kirlin, Inc. Submit a minimum of ten copies of shop drawings for approval.
2. Vendor shall sign a duplicate copy of the Purchase Order to acknowledge the receipt of this order, acceptance of of all Terms and Conditions and return to the Water Utilities Department, Attn: Procurement Manager, 8100 Forest Hill Blvd., WPB, FL 33413
3. This Purchase Order confirms acceptance of WUD 06-050-1
4. Materials for FOB jobsite.
5. All shipments must be labeled "County Furnished material for Project No. WUD 06-050-1"
6. Materials shall be complete and in strict accordance with Plans and Specifications prepared by Mathews Consulting for the Northern Region Pumping Facility (WUD 06-050) including Addendums
7. All deliveries must be scheduled 24 hours in advance. Receiving hours are Monday - Friday (excluding County Holidays) 7:30 AM - 3:00 PM

Quantity	Description	Unit Cost	Total
See Attachment	See Attachment	See Attachment	\$535,000.00
		S&H	Included
		SubTotal	\$535,000.00
		Sales Tax Rate	Exempt
		Sales Tax	0.00
		Total Due	\$535,000.00


Authorized Signature: Project Representative
Homer Gregorian, Vice President

11-20-06



CARTER & VERPLANCK

November 1, 2006

VIA FACSIMILE
954-739-3971

John J. Kirlin, Inc.
3125 W. Commercial Blvd. #200
Ft. Lauderdale, FL 33314.

Attn: Homer Gregorian

Re: Palm Beach County
Northern Region Pumping Facility

Dear Homer:

Pursuant to our telephone conversation, we would like the purchase orders issued as follows:

Purchase Order #1

Vendor: Corcel Corporation
Scope: Section #11190: Non-Clog Pumps
Section #16150: Electric Motors (for pumps)
Section #11300: Grinder Pumps
Section #11303: Sump Pumps
Section #13209: FRP Tanks
Section #15100 (2.08): Cushioned Check Valves

Amount: \$535,000.00 Plus Tax (if applicable)


All of above per C&V scope of supply dated 9/27/06.

Purchase Order #2

Vendor: Carter & VerPlanck, Inc.
Scope: Freight
O&M Training
Installation Supervision
Project Administration
Amount: \$30,000.00 Non-Taxable

We will greatly appreciate a letter of intent ASAP so we can get the shop drawings moving. Thanks for your assistance.

Very truly yours,


G. B. VerPlanck
Carter & VerPlanck, Inc.

GBV/jem

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 Pumping Facility, Project No. 06-050** (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: pumps, electrical switch gear, variable frequency drive, valves, pipes, fittings and appurtenances.

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

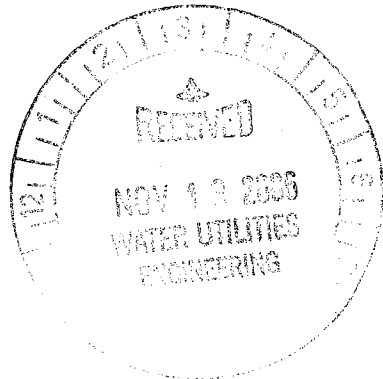
Vendor acknowledges that the materials being ordered are for incorporation into a construction project being built by Palm Beach County pursuant to a contract with a construction contractor. Vendor agrees that it shall warrant its goods, equipment, or materials being ordered herein in compliance with 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

John J. Kirlin, Inc.
FLORIDA DIVISION
Mechanical Contractors

November 13, 2006

Mr. Stephen McGrew, P.E.
Palm Beach County Water Utilities Department
PO Box 16097
West Palm Beach, FL 33416-6097



4252 - Northern Region Pumping Facility, WUD 06-050

Subject: **Sales Tax Recovery**

Dear Mr. McGrew:

With reference to Ms. Mathews letter dated October 5, 2006 and our telephone conversation of November 10, 2006, enclosed are quotations received from:

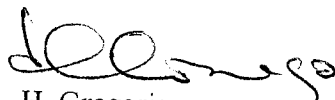
- A. Carter & VerPlanck c/o Corcel Corp. for Wastewater Pumps and Motors, Sections 11190 and 16150, Submersible Grinder Pumps, Sections 11300 and 11303, FRP Tanks, Section 13209, and Cushioned Check Valves, Section 15100 for total of \$535,000.00 plus tax.
- B. Corcel Corp. for all Butterfly and Gate Valves, Section 15100 for total of \$205,000.00, plus tax.
- C. Ferguson Enterprises, Inc. for all Ductile Iron Pipe and Fittings as per Sections 15000, 15400, 15995, and Drawings M-1 through M-17, and Addendum #1 for total of \$623,526.00 plus tax.
- D. Quotes for Switchgear and VFD's have not been received by our electrical subcontractor, Gilmore Electric Co., Inc.

Please include with the County's purchase orders John J. Kirlin, Inc., Florida Division (JJK) Purchase Order Terms and Conditions per enclosed.

If you have any questions, please do not hesitate to call our office.

Very truly yours,

JOHN J. KIRLIN, INC., Florida Division

 11-13-06
H. Gregorian
Vice-President/ Environmental

HG/mct

Enc: 15 pages

cc: Brian Shields, P.E.
Rene Mathews, P.E.
Michael D. Wilson

4252.04

3125 W. Commercial Blvd., Suite 200, Ft. Lauderdale, FL 33309 • 954-739-8100 • 954-739-3971 fax • www.johnjkirlin-inc.com

Atlanta • Baltimore • Fort Lauderdale • Raleigh • Rockville

Established 1960



MATERIAL SUPPLIER AGREEMENT

3125 W. Commercial Blvd., Suite 200, Ft. Lauderdale, FL 33309
(954) 739-8100 FAX (954) 739-3971
3102 Cherry Palm Drive, Suite 140, Tampa, FL 33619
(813) 621-9209 FAX (813) 621-9317

ISSUED TO: (Include name, address, phone and fax #'s below; also include Vendor's remit to address if different)

ATTN:
THE VENDOR

SHIP TO:

ATTN:

DELIVERY TERMS: FOB Jobsite (Freight Prepaid)

Important: The acceptance of this Material Supplier Agreement or any part of it obligates the Vendor to abide by the terms, conditions and instructions on all four pages of this Material Suppliers Agreement.

Please Enter Our Order for the Following Items:

[illegible]

THE CONTRACT DOCUMENTS

The Contract Documents for this Material Supplier Agreement consist of this Agreement and the following listed Attachments:

The Material Supplier Agreement also includes but is not limited to the following Specifications Sections and Contract Drawings:

SPECIAL NOTES

A complete set of _____ copies for Architect/Engineer approval of your submission for your equipment and/or material shall be submitted by you to John J. Kirlin, Inc. (JJK) no later than _____ and shall include without limitation, at least the following items:

Vendor to sign and return all copies of this Material Supplier Agreement to JJK; JJK will then sign and return one copy for the Vendor's files. Acknowledge and confirm all shipping dates. Send notice of shipment to us the day shipment is made. No shipment will be accepted if JJK is not notified 24 hours in advance of its arrival at the receiving destination.

Billing instructions: Mail in invoices in duplicate, stating both Purchase Order Number and Job Name.

ACCEPTED BY:

(Print Vendor Name)

JOHN J. KIRLIN, INC. _____ DIVISION

(Print Name of Signing Authorized Vendor Representative)

(Print Name of Signing Authorized Representative)

(Signature, Title)

(Signature, Title)

DATE:

DATE:

between the parties. Any modifications to this Material Supplier Agreement constitute the sole, exclusive and entire agreement invalid by any competent court, the remaining agreement shall survive. This Agreement shall control any inconsistency in any documents referred to or incorporated by reference. If this Material Supplier Agreement is retained by Vendor without executing and returning same or without rejecting same in writing within ten (10) days or receipt hereof, then it shall be deemed accepted; however, acceptance in writing is a condition precedent to payment due hereunder.

2. **CONTRACT DOCUMENTS.** The materials, products or services to be furnished shall be in strict accordance with the terms, conditions and requirements of the Prime Contract Documents, including General and Special Provisions and Conditions, plans, specifications and addenda, which documents are incorporated by reference and made a part of this Material Supplier Agreement (Contract Documents). A detailed list of Contract Documents is attached.

3. **FLOW-DOWN RELATIONSHIP.** The Vendor is bound to JJK in the same way JJK is bound to the Owner and/or the General Contractor (GC) and shall bear all rights and liabilities with respect to JJK as JJK has with respect to the Owner and/or GC except that this Material Supplier Agreement shall govern any inconsistent provision of the Contract Documents.

4. **TAXES AND TRANSIT.** The price recited on the face of this Material Supplier Agreement is complete and includes all applicable federal, state and local taxes as well as packaging and shipping costs. Vendor shall assume risk of loss in transit.

5. **APPROVAL BY OWNER.** JJK's obligation to pay Vendor is contingent upon Vendor and/or its product being approved by the Owner. If Owner fails to approve Vendor or its product Vendor shall be liable to JJK for all damages JJK incurs as a result thereof.

6. **INDEMNITY.** Vendor agrees to defend, indemnify and hold harmless JJK and/or GC and/or Owner and their agents and employees, from and against any claim, cost, expense or liability (including attorneys' fees) attributable to bodily injury, sickness, disease or death, or damage, loss or destruction of property (including loss of use thereof) caused by, arising out of, resulting from or occurring in connection with the performance of the work or products supplied by Vendor its subcontractors, or their agents or employees, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder; provided, however, Vendor's duty hereunder shall not arise if such injury, sickness, disease, death, damage or destruction is caused by the sole negligence of a party indemnified hereunder. Vendor's obligation hereunder shall not be limited by the provisions of any workmen's compensation or similar act or by the provisions, scope or limitations of any insurance requirements or coverage. Vendor acknowledges and agrees that one hundred dollars (\$100) of the Material Supplier Agreement price represents specific consideration paid to the Vendor for all indemnifications from Vendor hereunder.

Should GC/Owner or any other person assert a claim or institute a suit, action, or proceeding against JJK involving the manner or sufficiency of the performance of Vendor's work or products, Vendor shall, upon request of Contractor, promptly assume the defense of such claim, suit, action or proceeding, at Vendor's expense, and Vendor shall indemnify and hold harmless JJK and its agent and employees, from and against any liability, loss, damage, or expense arising out of or related to such claim, suit, action or proceeding.

Vendor agrees to reimburse JJK for all costs (including reasonable attorneys' fees) incurred by JJK in enforcing or securing Vendor's performance of any of the provisions of this Material Supplier Agreement including this paragraph.

7. **TIME IS OF THE ESSENCE.** Delays in delivery of the specified product material or services are inexcusable unless they are caused by unforeseeable factors beyond the control and without the fault or negligence of the Vendor or its supplier(s). All delays shall be considered inexcusable unless the Vendor gives written notice of the cause of the delay to JJK within five (5) days from the beginning of such delay. Vendor shall only be entitled to an extension of time for performing the work covered by this Agreement for the same causes an extension of time is allowable and only to the extent actually allowed to JJK by Owner and/or GC under the terms of the Contract Documents. The Owner's decision or its representative, with regard to the delay including the assessment of liquidated damages, shall be binding upon and chargeable to the Vendor, subject only to the disputes procedure provided in the Contract Documents.

8. **DAMAGES FOR DELAY, ACCELERATION, INEFFICIENCY.** JJK shall not have any liability to Vendor for any delay, acceleration, or inefficiency damages or claims resulting or arising from any act or omission of JJK, JJK's subcontractors or other vendors; or any other cause except as specifically provided herein for Owner or GC acts or omissions. Vendor's sole remedy for delay, acceleration, or inefficiency damages arising out of acts or omissions of the Owner or GC, or error or omissions in the Contract Documents shall be the amounts JJK recovers against the GC or Owner, for "pass-through" claims and only if Vendor timely notifies JJK of such claims and timely submits to JJK such claims. If any delay, acceleration or inefficiency claims are not recoverable against the Owner and/or GC, JJK shall have no obligation to "pass through" such claims.

9. **SUBMITTALS.** All submittals such as shop drawings, catalogs, samples and material lists or other data required by Contract Documents which pertain to the products or materials furnished shall be provided by Vendor complete and timely. Vendor shall be liable for delays if it fails to do so and for any deviation from plans and specifications not explicitly approved by JJK and the Owner and/or GC. All deviations from the Contract Documents must be specially noted on the submittals and by separate cover letter the Vendor shall state reasons for the deviation and refer to the applicable specification provision or drawing detail.

10. **DEFAULT.** Failure or refusal on the part of the Vendor to perform any of the requirements of this Material Supplier Agreement or of the Contract Documents applicable to this Material Supplier Agreement shall constitute and be considered a breach hereof. In such event, JJK at its option may terminate this Material Supplier Agreement in whole or in part by sending to the Vendor forty-eight (48) hours notice in writing, commencing upon the deposit of same in the United States mail addressed to the Vendor at its last known address. Unless said default is cured within the term of the notice period, JJK shall have the right to acquire the herein specified product, material or service elsewhere provided. However, the Vendor shall remain liable to JJK for any damages, expenses, liquidated damages assessed against JJK by Owner or GC as a result of the Vendor's delay and default as aforesaid and any excess cost or expense, including premiums and counsel fees pertaining to said repurchase. In the event it is later determined by a court of competent jurisdiction or an arbitration panel that JJK's default of Vendor was improper, the compensation due Vendor shall be determined in accordance with the provisions in Paragraph 18.

The foregoing remedies shall be considered separate and cumulative and shall be in addition to every other remedy given hereunder or under the Contract Documents, or now or hereafter existing at law or in equity including JJK's right of setoff and collection of any funds which may be due Vendor under this or any other Material Supplier Agreement with JJK, or any of its affiliates, divisions or joint ventures.

11. **BANKRUPTCY AND DELINQUENT TAXES.** In the event of Vendor's bankruptcy, receivership, insolvency, general assignment for the benefit of creditors or of claims filed against JJK or its surety or notices or levies involving tax delinquencies being served upon JJK by reason of Vendor's nonpayment thereof, JJK shall have the right to withhold any payments due Vendor hereunder or under any other Material Supplier Agreement with JJK or any of its affiliates, divisions or joint ventures and apply the same to insure complete delivery of the product, material or services to be

fees incurred as a result of such event without prejudice to all other rights against Vendor or its surety.

12. **CHANGES.** This Material Supplier Agreement is subject to the right of the Owner and/or GC to make changes in the drawings and/or specifications of the Contract Documents. In such event, JJK shall have the right accordingly by written order to make appropriate changes in the drawings and specifications, require additional product material or services or suspend or omit all or portions of the requirements covered by this Material Supplier Agreement. If such changes cause an increase or decrease in the price of this Material Supplier Agreement or in the time allocated for delivery of performance, the terms and price of this Material Supplier Agreement shall be modified therefore in writing, provided however, that any such adjustment shall be expressly conditioned upon the approval and acceptance thereof by the Owner and/or GC and the adjustment of JJK's contract with the Owner and/or GC to incorporate the value or adjustment in time of the change in this Material Supplier Agreement. In the event the adjustment is not approved or accepted by the Owner and/or GC as aforesaid, the Vendor shall have the right at its own expense to dispute the decision of the Owner and/or GC in accordance with the "Changes" and "Disputes" provisions of the Contract Documents provided, however, that nothing shall excuse the Vendor from proceeding meanwhile with the supplying of the product, material or service as changed by the Owner and/or GC. All changes involving increases or decreases in the Material Supplier Agreement or changes in the dates of delivery shall be deemed accepted by the Vendor unless the same are rejected in writing by the Vendor within the time allocated in the Contract Documents to dispute said changes or within seven (7) days after receipt, whichever is sooner.

13. **CONTRACT INTERPRETATION.** JJK's interpretation of Material Supplier Agreement requirements shall be binding upon Vendor and complied with except that Vendor shall have the right to claim adjustment of the Material Supplier Agreement amount because of said interpretation, only if Vendor disputes in writing, said interpretation within five days after receiving said interpretation and/or directive from JJK.

14. **INSPECTION.** All goods shall be received subject to JJK's continuing right of inspection and rejection. Defective goods or goods not in accordance with the Contract Documents' requirements will be held for Vendor's instruction at Vendor's expense if JJK so elects. Payment for goods under this Material Supplier Agreement shall not be deemed an acceptance thereof and is without prejudice to JJK's continuing right of inspection of any claims that JJK may have against Vendor.

15. **WARRANTY.** Vendor warrants and guarantees its product, material or services against defective workmanship or materials for a period equal to that stated in the Contract Documents but in no event less than one (1) year from the date the Owner accepts the project. The Vendor further warrants that its products have been produced in compliance with the applicable laws, executive orders or regulations involving fair labor practices, minimum wage and hour statutes and equal opportunity employment. Partial or final payment hereunder shall not constitute waiver of said warranties and guarantees or acceptance of the product, material or services furnished that subsequently may be found to be defective. In the event any defect materializes, Vendor shall forthwith, upon notice within the guarantee period remedy or replace the defective material product or service without cost to JJK and remain liable for damages to other work or material resulting therefrom or for any liabilities, losses, costs or additional expenses incurred as a result thereof. The limitation upon the term of the guarantee does not apply to latent defects.

16. **PLANT INSPECTIONS.** Vendor hereby grants JJK the right to make periodic visits to Vendor's plant during normal business hours for inspection of material or to determine the actual progress of manufacture.

17. **PATENT INFRINGEMENT.** To the extent that JJK must indemnify the Owner and/or GC against liabilities, costs and expenses for the use or infringement of any United States patent involved in the performance of the Prime Contract, the Vendor shall likewise and equally indemnify and save and hold harmless JJK where said infringement or use involves the product, material or services provided by the Vendor pursuant to this Material Supplier Agreement. The Vendor shall defend at its own cost and expense any action against any of the parties affected thereby and any alleged infringement of any patent by reason of the sale or use of the product and pay all costs, damages or judgements recovered in any such action and royalties and license fees required for the continued use or sale of said articles.

18. **DISPUTES.** In the event of any dispute or claim by Vendor hereunder, notice in writing of such dispute or claim shall be given to JJK no later than seven (7) days following the event, decision or other action out of which the claim arises, or such lesser period as may be required under the Contract Documents. Such notice shall describe such dispute or claim in detail. If Vendor fails to provide such notice, the claim or dispute and all monetary and other relief associated therewith shall be deemed as waived and abandoned by Vendor.

A. If any such claim or dispute as to which notice is given by the Vendor as above provided arises in whole or in part out of the Contract Documents or an act or omission of the Owner and/or GC, then Vendor's rights as to such dispute or claim shall be determined solely by applicable provisions of such Contract Documents including any dispute procedures therein. In the event that it is necessary to commence any action or proceeding against the Owner or GC to implement Vendor's rights as above described, then JJK agrees to, in its sole discretion, either initiate such proceeding on Vendor's behalf, or permit Vendor to initiate such proceeding in JJK's name, upon Vendor's written request; provided, however that Vendor shall provide any certifications required by the Contract Documents. Vendor, and its sureties, shall be bound to JJK to the same extent that JJK is bound to Owner and/or GC by the Contract Documents and by any decisions or determinations made under the Contract Documents by any board, court or arbitration panel. Nothing herein shall require JJK to certify a claim under a government contract when it cannot do so in good faith. Vendor shall be responsible for the prosecution of any such proceeding at its own cost and expense.

B. If any such claim or dispute as to which notice is given by the Vendor as above provided does not involve the Contract Documents, or acts or omissions of the Owner, or GC then it shall be determined as follows: JJK shall render a written decision within 30 days thereon from receipt of the written notice of such claim or dispute. If Vendor does not accept or agree with such decision (or any part thereof) it shall so notify in writing JJK within seven (7) days and the parties shall exert reasonable and good faith efforts to reach a satisfactory resolution. If Vendor fails to so notify in writing JJK within seven (7) days said claim or dispute shall be considered waived by Vendor. If such efforts are unsuccessful, then either party may elect to commence a legal action against the other in an appropriate court of law consistent with the provisions of Paragraph 24 herein. Alternatively, JJK may in its sole discretion, elect to initiate formal arbitration of such claim or dispute in accordance with the Construction Industry Rules of the American Association and the parties agree to be bound by and to comply fully with the decision rendered in such arbitration which shall be final and may be entered in any court of competent jurisdiction.

Vendor agrees that any cause of action which it may have against JJK and its surety on a payment bond, or against the GC and its surety on a payment bond, shall be stayed after any such payment bond action is filed in court, pending exhaustion of the disputes remedies referenced herein. The parties agree that this provision shall not be considered a waiver of Vendor's payment bond rights but an agreement that those right will be enforced in a court only after the disputes procedures referenced herein are exhausted. This provision shall be for the benefit of JJK's surety or the GC's surety, regardless of whether JJK or the GC are made parties to the payment bond action.

The pendency of any such claim or dispute shall not suspend or stay in any manner the obligations under this Material Supplier Agreement and Vendor shall continue the Work hereunder without interruption.

DUE TO THE SPECIALIZED NATURE OF CONSTRUCTION LITIGATION, EACH PARTY WAIVES IT RIGHT TO A TRIAL BY JURY, INCLUDING ANY SUIT AGAINST JJK'S PAYMENT BOND SURETY OR GC'S PAYMENT BOND SURETY.

reason by giving notice of termination effective upon receipt thereof by Vendor. Termination for default under Paragraph 10 if wrongfully made shall be treated as a termination for convenience. In the event of termination for convenience Vendor shall not be entitled to payment for any goods which have not yet been released for manufacture by JJK or on which manufacture has not yet actually commenced. Goods delivered or in transit shall be paid for at their unit value as prescribed on the face of this Material Supplier Agreement, or if no unit value is stated by determining their pro rata portion of the stated lump sum value. If the goods are in the midst of manufacture and said goods constitute a standard product of the Vendor, Vendor shall be entitled to a reasonable restocking charge, said charge not to exceed a maximum of seven (7%) percent of the value of the goods had they been delivered prior to the convenience termination. If the goods are in the midst of manufacture and are not a standard product, the parties shall attempt to reach mutual agreement on the value of partial performance.

In no event shall Vendor be entitled to anticipated profits on unperformed portions of the work, or any other kind of consequential or direct damages.

20. ENCUMBRANCES. Vendor shall turn the work over to JJK in good condition and free and clear of all claims, encumbrances, or other liens and shall defend, indemnify and hold harmless JJK and GC/Owner from all claims, encumbrances or liens arising out of the performance of the Work. The Vendor shall, at its own cost and expense (including attorney's fees), defend all suits to establish such claims, and pay any such claims or liens so established. In the event of failure by the Vendor to comply with this requirement, JJK may, at its sole discretion, bond off any liens. All costs of such action, including attorney's fees incurred by JJK, shall be charged to the account of the Vendor.

In the event a subcontractor or supplier to Vendor shall file a claim of nonpayment against JJK's payment bond or file a lien against the Project, the Vendor shall obtain the withdrawal of the claim of nonpayment or bond off the lien within ten (10) days of its receipt of a demand to do so by JJK. Vendor's failure to comply with such a demand shall constitute an event of default in accordance with Paragraph 10, entitling JJK to terminate this Material Supplier Agreement.

Vendor shall, as often as requested by the Owner or by JJK, furnish a sworn statement identifying all parties who have furnished or are furnishing labor or materials to the Vendor with their names and addresses and amounts due or to become due each of them. Like statements may, at JJK's option, be required from any sub-Vendors or suppliers of the Vendor.

Vendor shall furnish JJK, if requested evidence of the payment of all bills and expenses incurred by the Vendor for labor, services, equipment and materials used by the Vendor, or any other liability incurred by the Vendor in any way, for the purpose of using the same on or about the Project. If requested by JJK, Vendor shall also furnish written releases, in form acceptable to JJK, from all persons, firms, or corporations that have furnished to the Vendor any labor, services, equipment and materials, whether on or for the Project, and written releases of liens and claims of nonpayment, in a form acceptable to JJK, from all persons, firms and corporations that may have in any way had any dealings or agreements in connection with the Work of the Vendor.

Any and all transportation tax, sales tax, use tax, or any other tax that might accrue through the purchase of materials or amounts paid for labor by the Vendor or occasioned by performance of this Agreement, shall be borne and paid for by the Vendor, and are included in the Material Supplier Agreement.

Vendor agrees that payments due from JJK for its Work are not assignable and that no part of this Material Supplier Agreement or the Work hereunder can be assigned, except by and in accordance with the written consent of JJK.

21. PRICING. If this Material Supplier Agreement contains lump sum pricing, the Vendor shall furnish for pay purposes only, a breakdown of item costs. Said breakdown shall reflect the reasonable value of the item of merchandise, including its proportionate share of the profit. No invoices shall be paid until such breakdown is submitted and approved.

22. ASSIGNMENT. No assignment hereunder is allowed without written approval of both parties.

23. NOTICES. All notices required under this Material Supplier Agreement or the Contract Documents shall be addressed to JJK's office located as set forth above. Notices required by the various provisions of the Contract Documents shall be due in the above office in one-half (1/2) the time specified in the Contract Documents so that JJK will have sufficient time to forward its notice within the required period. Failure of Vendor to forward notices in a timely manner as required by the various equitable adjustment provision of the Contract Documents shall operate to waive its rights to any such adjustments if the Owner and/or GC rejects the claim.

24. GOVERNING LAW AND DISPUTES FORUM. This Material Supplier Agreement shall be governed by the laws of the state where JJK's office address is located as set forth above. Any suit, action or proceeding permitted under this Material Supplier Agreement and initiated by one of the parties hereto against the other on any matters whatsoever rising out of or in connection with this Vendor shall be filed and maintained in the state where JJK's office address is located as set forth above, or at JJK's sole option, in the state or federal court nearest the Project site.



WATER UTILITIES DEPARTMENT INTEROFFICE MEMORANDUM

DATE: November 22, 2006

TO: Jim Mize, Assistant County Attorney

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

RE: Northern Region Pumping Facility, WUD 06-050
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, please call Steve McGrew at 493-6110.

Please Check One:

- _____ Approved, and package:
forwarded to Procurement (Attn: Vernetha Green – Fax 493-6240)
Copy to Water Utilities (Attn: Steve McGrew, 493-6113 - Fax)
- _____ Returned to Water Utilities with comments (WUD – Attn: Steve McGrew, 493-6110)

Signature

Date

c: Brian Shields
File 05-018

Purchase Requisition Request Form

Northern Region Pumping Facility

Project No. WUD 06-050

Palm Beach County, Florida

Invoicing address:

Palm Beach County Water Utilities

8100 Forest Hill Blvd.

West Palm Beach, FL 33413

ATTN: Vincent Riccobono

ATTACHMENT B

Per Palm Beach County

PO # PBC 06-050-2

Issued To:

Corcel Corporation

2461 NW 23rd Street

Miami, FL 33142

561/347-7780 or 305/636-1880

Delivery Address:

John J. Kirlin, Inc.

980 Crestwood Blvd.

Royal Palm Beach, FL 33411

Call for delivery instruction: 954/739-8100 - H. Gregorian

Date	Project No.	Delivery Date	Ship via	F.O.B.	Terms
11/20/2006	WUD 06-050	As ordered by John J. Kirlin, Inc.	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, 3. this Attachment B and 4. Additional terms and conditions by John J. Kirlin. 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 #06-050-2
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.
4. Additional terms and conditions by John J. Kirlin

Notes:

1. Contract Schedule: Schedule Shipment as coordinated by John J. Kirlin, Inc. Submit a minimum of ten copies of shop drawings for approval.
2. Vendor shall sign a duplicate copy of the Purchase Order to acknowledge the receipt of this order, acceptance of of all Terms and Conditions and return to the Water Utilities Department, Attn: Procurement Manager, 8100 Forest Hill Blvd., WPB, FL 33413
3. This Purchase Order confirms acceptance of WUD 06-050-2
4. Materials for FOB jobsite.
5. All shipments must be labeled "County Furnished material for Project No. WUD 06-050-2"
6. Materials shall be complete and in strict accordance with Plans and Specifications prepared by Mathews Consulting for the Northern Region Pumping Facility (WUD 06-050) including Addendums
7. All deliveries must be scheduled 24 hours in advance. Receiving hours are Monday - Friday (excluding County Holidays) 7:30 AM - 3:00 PM

Quantity	Description	Unit Cost	Total
See Attachment	See Attachment	See Attachment	\$205,000.00
		S&H	Included
		SubTotal	\$205,000.00
		Sales Tax Rate	Exempt
		Sales Tax	0.00
		Total Due	\$205,000.00

Authorized Signature: Project Representative

Homer Gregorian, Vice President

CORCEL CORP.

2461 NW 23 Street, Miami, FL 33142

PH 305-636-1880 FAX 305-636-1897 WEB: corcelcorp.com

Boca Raton
561-347-7780

Jacksonville
904-612-8657

Revised 10/18/06 SBE SUPPLIER QUOTATION

Certified for the Supply of Pipe by PBC OSBA

To: Tim Tillman - John J. Kirlin, Inc.

Fax: 954-739-1787

From: Ray Corona

Date: 10/18/2006

Ref.: Northern Region Pumping Facility - PBC

Bld No.: WUD 06-50 - Due Date: 9/27/06@ 2PM

Item	Description	Size	Unit	Qty.
1	AWWA BFV, MJ, CI body, DI disc, 304SS Shaft, Buna-N seat and seal, 8 mil epoxy interior, 4 mil epoxy exterior, CL150B, buried service gear operator, 2" nut.	36"	EA	1
2	AWWA BFV, MJ, CI body, DI disc, 304SS Shaft, Buna-N seat and seal, 8 mil epoxy interior, 4 mil epoxy exterior, CL150B, buried service gear operator, 2" nut.	30"	EA	5
3	AWWA BFV, MJ, CI body, DI disc, 304SS Shaft, Buna-N seat and seal, 8 mil epoxy interior, 4 mil epoxy exterior, CL150B, buried service gear operator, 2" nut.	24"	EA	5
4	AWWA BFV, Flg, CI body, CI disc, 304SS shaft, Buna N seat and seal, 4 mil epoxy exterior, CL 150B, gear operator with handwheel, 40# rim pull.	18"	EA	4
5	AWWA BFV, Flg, CI body, CI disc, 304SS shaft, Buna N seat and seal, 4 mil epoxy exterior, CL 150B, gear operator with handwheel, 40# rim pull.	16"	EA	4
6	MJ Gate Valve w/ Bevel w/o Acc.	24"	EA	1
7	MJ Gate Valve w/o Acc.	6"	EA	2
8	MJ Gate Valve w/o Acc.	4"	EA	3
9	Flgd Gate Valve w/ Bevel	36"	EA	1
10	Flgd Gate Valve	4"	EA	2
11	Flgd Gate Valve w/Bevel	36"	EA	2
12	Flgd Gate Valve w/ Bevel	20"	EA	4
13	Flgd Gate Valve	18"	EA	4
14	Flgd Gate Valve	6"	EA	2
TOTAL LUMP SUM:				\$ 205,000.00

Fax (305) 636-1897 - Internet - corcelcorp@aol.com
Mailing: 925 Alhambra Cr., Coral Gables, FL 33134

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 Pumping Facility, Project No. 06-050** (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: pumps, electrical switch gear, variable frequency drive, valves, pipes, fittings and appurtenances.

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



November 13, 2006

Mr. Stephen McGrew, P.E.
Palm Beach County Water Utilities Department
PO Box 16097
West Palm Beach, FL 33416-6097

4252 - Northern Region Pumping Facility, WUD 06-050

Subject: **Sales Tax Recovery**

Dear Mr. McGrew:

With reference to Ms. Mathews letter dated October 5, 2006 and our telephone conversation of November 10, 2006, enclosed are quotations received from:

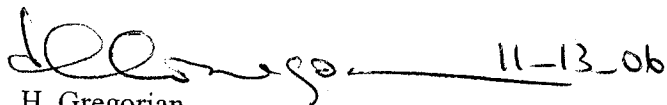
- A. Carter & VerPlanck c/o Corcel Corp. for Wastewater Pumps and Motors, Sections 11190 and 16150, Submersible Grinder Pumps, Sections 11300 and 11303, FRP Tanks, Section 13209, and Cushioned Check Valves, Section 15100 for total of \$535,000.00 plus tax.
- B. Corcel Corp. for all Butterfly and Gate Valves, Section 15100 for total of \$205,000.00, plus tax.
- C. Ferguson Enterprises, Inc. for all Ductile Iron Pipe and Fittings as per Sections 15000, 15400, 15995, and Drawings M-1 through M-17, and Addendum #1 for total of \$623,526.00 plus tax.
- D. Quotes for Switchgear and VFD's have not been received by our electrical subcontractor, Gilmore Electric Co., Inc.

Please include with the County's purchase orders John J. Kirlin, Inc., Florida Division (JJK) Purchase Order Terms and Conditions per enclosed.

If you have any questions, please do not hesitate to call our office.

Very truly yours,

JOHN J. KIRLIN, INC., Florida Division

 11-13-06

H. Gregorian
Vice-President/ Environmental

HG/mct

Enc: 15 pages

cc: Brian Shields, P.E.
Rene Mathews, P.E.
Michael D. Wilson

4252.04

3125 W. Commercial Blvd., Suite 200, Ft. Lauderdale, FL 33309 • 954-739-8100 • 954-739-3971 fax • www.johnjkirlin-inc.com

Atlanta • Baltimore • Fort Lauderdale • Raleigh • Rockville
Established 1960



MATERIAL SUPPLIER AGREEMENT

3125 W. Commercial Blvd., Suite 200, Ft. Lauderdale, FL 33309
(954) 739-8100 FAX (954) 739-3971
3102 Cherry Palm Drive, Suite 140, Tampa, FL 33619
(813) 621-9209 FAX (813) 621-9317

ISSUED TO: (Include name, address, phone and fax #'s below; also include Vendor's remit to address if different)

ATTN:
THE VENDOR

SHIP TO:

ATTN:

DELIVERY TERMS: FOB Jobsite (Freight Prepaid)
Important: The acceptance of this invoice is

Important: The acceptance of this Material Supplier Agreement or any part of it obligates the Vendor to abide by the terms, conditions and instructions on all four pages of this Material Suppliers Agreement.

Please Enter Our Order for the Following Items:

[illegible]

THE CONTRACT DOCUMENTS

The Contract Documents for this Material Supplier Agreement consist of this Agreement and the following listed Attachments:

The Material Supplier Agreement also includes but is not limited to the following Specifications Sections and Contract Drawings:

SPECIAL NOTES

A complete set of _____ copies for Architect/Engineer approval of your submission for your equipment and/or material shall be submitted by you to John J. Kirlin, Inc. (JJK) no later than _____ and shall include without limitation, at least the following items:

Vendor to sign and return all copies of this Material Supplier Agreement to JJK; JJK will then sign and return one copy for the Vendor's files. Acknowledge and confirm all shipping dates. Send notice of shipment to us the day shipment is made. No shipment will be accepted if JJK is not notified 24 hours in advance of its arrival at the receiving destination.

Billing instructions: Mail in invoices in duplicate, stating both Purchase Order Number and Job Name.

ACCEPTED BY:

(Print Vendor Name)

JOHN J. KIRLIN, INC. _____ DIVISION

(Print Name of Signing Authorized Vendor Representative)

(Print Name of Signing Authorized Representative)

(Signature, Title)

(Signature, Title)

DATE:

DATE:

between the parties. Any modifications must be set forth in writing and signed by both parties to be effective. If any provision herein is held to be invalid by any competent court, the remaining agreement shall survive. This Agreement shall control any inconsistency in any documents referred to or incorporated by reference. If this Material Supplier Agreement is retained by Vendor without executing and returning same or without rejecting same in writing within ten (10) days or receipt hereof, then it shall be deemed accepted; however, acceptance in writing is a condition precedent to payment due hereunder.

2. **CONTRACT DOCUMENTS.** The materials, products or services to be furnished shall be in strict accordance with the terms, conditions and requirements of the Prime Contract Documents, including General and Special Provisions and Conditions, plans, specifications and addenda, which documents are incorporated by reference and made a part of this Material Supplier Agreement (Contract Documents). A detailed list of Contract Documents is attached.

3. **FLOW-DOWN RELATIONSHIP.** The Vendor is bound to JJK in the same way JJK is bound to the Owner and/or the General Contractor (GC) and shall bear all rights and liabilities with respect to JJK as JJK has with respect to the Owner and/or GC except that this Material Supplier Agreement shall govern any inconsistent provision of the Contract Documents.

4. **TAXES AND TRANSIT.** The price recited on the face of this Material Supplier Agreement is complete and includes all applicable federal, state and local taxes as well as packaging and shipping costs. Vendor shall assume risk of loss in transit.

5. **APPROVAL BY OWNER.** JJK's obligation to pay Vendor is contingent upon Vendor and/or its product being approved by the Owner. If Owner fails to approve Vendor or its product Vendor shall be liable to JJK for all damages JJK incurs as a result thereof.

6. **INDEMNITY.** Vendor agrees to defend, indemnify and hold harmless JJK and/or GC and/or Owner and their agents and employees, from and against any claim, cost, expense or liability (including attorneys' fees) attributable to bodily injury, sickness, disease or death, or damage, loss or destruction of property (including loss of use thereof) caused by, arising out of, resulting from or occurring in connection with the performance of the work or products supplied by Vendor its subcontractors, or their agents or employees, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder; provided, however, Vendor's duty hereunder shall not arise if such injury, sickness, disease, death, damage or destruction is caused by the sole negligence of a party indemnified hereunder. Vendor's obligation hereunder shall not be limited by the provisions of any workmen's compensation or similar act or by the provisions, scope or limitations of any insurance requirements or coverage. Vendor acknowledges and agrees that one hundred dollars (\$100) of the Material Supplier Agreement price represents specific consideration paid to the Vendor for all indemnifications from Vendor hereunder.

Should GC/Owner or any other person assert a claim or institute a suit, action, or proceeding against JJK involving the manner or sufficiency of the performance of Vendor's work or products, Vendor shall, upon request of Contractor, promptly assume the defense of such claim, suit, action or proceeding, at Vendor's expense, and Vendor shall indemnify and hold harmless JJK and its agent and employees, from and against any liability, loss, damage, or expense arising out of or related to such claim, suit, action or proceeding.

Vendor agrees to reimburse JJK for all costs (including reasonable attorneys' fees) incurred by JJK in enforcing or securing Vendor's performance of any of the provisions of this Material Supplier Agreement including this paragraph.

7. **TIME IS OF THE ESSENCE.** Delays in delivery of the specified product material or services are inexcusable unless they are caused by unforeseeable factors beyond the control and without the fault or negligence of the Vendor or its supplier(s). All delays shall be considered inexcusable unless the Vendor gives written notice of the cause of the delay to JJK within five (5) days from the beginning of such delay. Vendor shall only be entitled to an extension of time for performing the work covered by this Agreement for the same causes an extension of time is allowable and only to the extent actually allowed to JJK by Owner and/or GC under the terms of the Contract Documents. The Owner's decision or its representative, with regard to the delay including the assessment of liquidated damages, shall be binding upon and chargeable to the Vendor, subject only to the disputes procedure provided in the Contract Documents.

8. **DAMAGES FOR DELAY, ACCELERATION, INEFFICIENCY.** JJK shall not have any liability to Vendor for any delay, acceleration, or inefficiency damages or claims resulting or arising from any act or omission of JJK, JJK's subcontractors or other vendors; or any other cause except as specifically provided herein for Owner or GC acts or omissions. Vendor's sole remedy for delay, acceleration, or inefficiency damages arising out of acts or omissions of the Owner or GC, or error or omissions in the Contract Documents shall be the amounts JJK recovers against the GC or Owner, for "pass-through" claims and only if Vendor timely notifies JJK of such claims and timely submits to JJK such claims. If any delay, acceleration or inefficiency claims are not recoverable against the Owner and/or GC, JJK shall have no obligation to "pass through" such claims.

9. **SUBMITTALS.** All submittals such as shop drawings, catalogs, samples and material lists or other data required by Contract Documents which pertain to the products or materials furnished shall be provided by Vendor complete and timely. Vendor shall be liable for delays if it fails to do so and for any deviation from plans and specifications not explicitly approved by JJK and the Owner and/or GC. All deviations from the Contract Documents must be specially noted on the submittals and by separate cover letter the Vendor shall state reasons for the deviation and refer to the applicable specification provision or drawing detail.

10. **DEFAULT.** Failure or refusal on the part of the Vendor to perform any of the requirements of this Material Supplier Agreement or of the Contract Documents applicable to this Material Supplier Agreement shall constitute and be considered a breach hereof. In such event, JJK at its option may terminate this Material Supplier Agreement in whole or in part by sending to the Vendor forty-eight (48) hours notice in writing, commencing upon the deposit of same in the United States mail addressed to the Vendor at its last known address. Unless said default is cured within the term of the notice period, JJK shall have the right to acquire the herein specified product, material or service elsewhere provided. However, the Vendor shall remain liable to JJK for any damages, expenses, liquidated damages assessed against JJK by Owner or GC as a result of the Vendor's delay and default as aforesaid and any excess cost or expense, including premiums and counsel fees pertaining to said repurchase. In the event it is later determined by a court of competent jurisdiction or an arbitration panel that JJK's default of Vendor was improper, the compensation due Vendor shall be determined in accordance with the provisions in Paragraph 18.

The foregoing remedies shall be considered separate and cumulative and shall be in addition to every other remedy given hereunder or under the Contract Documents, or now or hereafter existing at law or in equity including JJK's right of setoff and collection of any funds which may be due Vendor under this or any other Material Supplier Agreement with JJK, or any of its affiliates, divisions or joint ventures.

11. **BANKRUPTCY AND DELINQUENT TAXES.** In the event of Vendor's bankruptcy, receivership, insolvency, general assignment for the benefit of creditors or of claims filed against JJK or its surety or notices or levies involving tax delinquencies being served upon JJK by reason of Vendor's nonpayment thereof, JJK shall have the right to withhold any payments due Vendor hereunder or under any other Material Supplier Agreement with JJK or any of its affiliates, divisions or joint ventures and apply the same to insure complete delivery of the product, material or services to be

fees incurred as a result of such event without prejudice to all other rights against Vendor or its surety.

12. **CHANGES.** This Material Supplier Agreement is subject to the right of the Owner and/or GC to make changes in the drawings and/or specifications of the Contract Documents. In such event, JJK shall have the right accordingly by written order to make appropriate changes in the drawings and specifications, require additional product material or services or suspend or omit all or portions of the requirements covered by this Material Supplier Agreement. If such changes cause an increase or decrease in the price of this Material Supplier Agreement or in the time allocated for delivery of performance, the terms and price of this Material Supplier Agreement shall be modified therefore in writing, provided however, that any such adjustment shall be expressly conditioned upon the approval and acceptance thereof by the Owner and/or GC and the adjustment of JJK's contract with the Owner and/or GC to incorporate the value or adjustment in time of the change in this Material Supplier Agreement. In the event the adjustment is not approved or accepted by the Owner and/or GC as aforesaid, the Vendor shall have the right at its own expense to dispute the decision of the Owner and/or GC in accordance with the "Changes" and "Disputes" provisions of the Contract Documents provided, however, that nothing shall excuse the Vendor from proceeding meanwhile with the supplying of the product, material or service as changed by the Owner and/or GC. All changes involving increases or decreases in the Material Supplier Agreement or changes in the dates of delivery shall be deemed accepted by the Vendor unless the same are rejected in writing by the Vendor within the time allocated in the Contract Documents to dispute said changes or within seven (7) days after receipt, whichever is sooner.

13. **CONTRACT INTERPRETATION.** JJK's interpretation of Material Supplier Agreement requirements shall be binding upon Vendor and complied with except that Vendor shall have the right to claim adjustment of the Material Supplier Agreement amount because of said interpretation, only if Vendor disputes in writing, said interpretation within five days after receiving said interpretation and/or directive from JJK.

14. **INSPECTION.** All goods shall be received subject to JJK's continuing right of inspection and rejection. Defective goods or goods not in accordance with the Contract Documents' requirements will be held for Vendor's instruction at Vendor's expense if JJK so elects. Payment for goods under this Material Supplier Agreement shall not be deemed an acceptance thereof and is without prejudice to JJK's continuing right of inspection of any claims that JJK may have against Vendor.

15. **WARRANTY.** Vendor warrants and guarantees its product, material or services against defective workmanship or materials for a period equal to that stated in the Contract Documents but in no event less than one (1) year from the date the Owner accepts the project. The Vendor further warrants that its products have been produced in compliance with the applicable laws, executive orders or regulations involving fair labor practices, minimum wage and hour statutes and equal opportunity employment. Partial or final payment hereunder shall not constitute waiver of said warranties and guarantees or acceptance of the product, material or services furnished that subsequently may be found to be defective. In the event any defect materializes, Vendor shall forthwith, upon notice within the guarantee period remedy or replace the defective material product or service without cost to JJK and remain liable for damages to other work or material resulting therefrom or for any liabilities, losses, costs or additional expenses incurred as a result thereof. The limitation upon the term of the guarantee does not apply to latent defects.

16. **PLANT INSPECTIONS.** Vendor hereby grants JJK the right to make periodic visits to Vendor's plant during normal business hours for inspection of material or to determine the actual progress of manufacture.

17. **PATENT INFRINGEMENT.** To the extent that JJK must indemnify the Owner and/or GC against liabilities, costs and expenses for the use or infringement of any United States patent involved in the performance of the Prime Contract, the Vendor shall likewise and equally indemnify and save and hold harmless JJK where said infringement or use involves the product, material or services provided by the Vendor pursuant to this Material Supplier Agreement. The Vendor shall defend at its own cost and expense any action against any of the parties affected thereby and any alleged infringement of any patent by reason of the sale or use of the product and pay all costs, damages or judgements recovered in any such action and royalties and license fees required for the continued use or sale of said articles.

18. **DISPUTES.** In the event of any dispute or claim by Vendor hereunder, notice in writing of such dispute or claim shall be given to JJK no later than seven (7) days following the event, decision or other action out of which the claim arises, or such lesser period as may be required under the Contract Documents. Such notice shall describe such dispute or claim in detail. If Vendor fails to provide such notice, the claim or dispute and all monetary and other relief associated therewith shall be deemed as waived and abandoned by Vendor.

A. If any such claim or dispute as to which notice is given by the Vendor as above provided arises in whole or in part out of the Contract Documents or an act or omission of the Owner and/or GC, then Vendor's rights as to such dispute or claim shall be determined solely by applicable provisions of such Contract Documents including any dispute procedures therein. In the event that it is necessary to commence any action or proceeding against the Owner or GC to implement Vendor's rights as above described, then JJK agrees to, in its sole discretion, either initiate such proceeding on Vendor's behalf, or permit Vendor to initiate such proceeding in JJK's name, upon Vendor's written request; provided, however that Vendor shall provide any certifications required by the Contract Documents. Vendor, and its sureties, shall be bound to JJK to the same extent that JJK is bound to Owner and/or GC by the Contract Documents and by any decisions or determinations made under the Contract Documents by any board, court or arbitration panel. Nothing herein shall require JJK to certify a claim under a government contract when it cannot do so in good faith. Vendor shall be responsible for the prosecution of any such proceeding at its own cost and expense.

B. If any such claim or dispute as to which notice is given by the Vendor as above provided does not involve the Contract Documents, or acts or omissions of the Owner, or GC then it shall be determined as follows: JJK shall render a written decision within 30 days thereon from receipt of the written notice of such claim or dispute. If Vendor does not accept or agree with such decision (or any part thereof) it shall so notify in writing JJK within seven (7) days and the parties shall exert reasonable and good faith efforts to reach a satisfactory resolution. If Vendor fails to so notify in writing JJK within seven (7) days said claim or dispute shall be considered waived by Vendor. If such efforts are unsuccessful, then either party may elect to commence a legal action against the other in an appropriate court of law consistent with the provisions of Paragraph 24 herein. Alternatively, JJK may in its sole discretion, elect to initiate formal arbitration of such claim or dispute in accordance with the Construction Industry Rules of the American Association and the parties agree to be bound by and to comply fully with the decision rendered in such arbitration which shall be final and may be entered in any court of competent jurisdiction.

Vendor agrees that any cause of action which it may have against JJK and its surety on a payment bond, or against the GC and its surety on a payment bond, shall be stayed after any such payment bond action is filed in court, pending exhaustion of the disputes remedies referenced herein. The parties agree that this provision shall not be considered a waiver of Vendor's payment bond rights but an agreement that those right will be enforced in a court only after the disputes procedures referenced herein are exhausted. This provision shall be for the benefit of JJK's surety or the GC's surety, regardless of whether JJK or the GC are made parties to the payment bond action.

The pendency of any such claim or dispute shall not suspend or stay in any manner the obligations under this Material Supplier Agreement and Vendor shall continue the Work hereunder without interruption.

DUE TO THE SPECIALIZED NATURE OF CONSTRUCTION LITIGATION, EACH PARTY WAIVES IT RIGHT TO A TRIAL BY JURY, INCLUDING ANY SUIT AGAINST JJK'S PAYMENT BOND SURETY OR GC'S PAYMENT BOND SURETY.

reason by giving notice of termination effective upon receipt thereof by Vendor. Termination for default under Paragraph 10 if wrongfully made shall be treated as a termination for convenience. In the event of termination for convenience Vendor shall not be entitled to payment for any goods which have not yet been released for manufacture by JJK or on which manufacture has not yet actually commenced. Goods delivered or in transit shall be paid for at their unit value as prescribed on the face of this Material Supplier Agreement, or if no unit value is stated by determining their pro rata portion of the stated lump sum value. If the goods are in the midst of manufacture and said goods constitute a standard product of the Vendor, Vendor shall be entitled to a reasonable restocking charge, said charge not to exceed a maximum of seven (7%) percent of the value of the goods so established. In the event of failure by the Vendor to comply with this requirement, JJK may, at its sole discretion, bond off any liens. All costs of such action, including attorney's fees incurred by JJK, shall be charged to the account of the Vendor.

In no event shall Vendor be entitled to anticipated profits on unperformed portions of the work, or any other kind of consequential or direct damages.

20. ENCUMBRANCES. Vendor shall turn the work over to JJK in good condition and free and clear of all claims, encumbrances, or other liens and shall defend, indemnify and hold harmless JJK and GC/Owner from all claims, encumbrances or liens arising out of the performance of the Work. The Vendor shall, at its own cost and expense (including attorney's fees), defend all suits to establish such claims, and pay any such claims or liens so established. In the event of failure by the Vendor to comply with this requirement, JJK may, at its sole discretion, bond off any liens. All costs of such action, including attorney's fees incurred by JJK, shall be charged to the account of the Vendor.

In the event a subcontractor or supplier to Vendor shall file a claim of nonpayment against JJK's payment bond or file a lien against the Project, the Vendor shall obtain the withdrawal of the claim of nonpayment or bond off the lien within ten (10) days of its receipt of a demand to do so by JJK. Vendor's failure to comply with such a demand shall constitute an event of default in accordance with Paragraph 10, entitling JJK to terminate this Material Supplier Agreement.

Vendor shall, as often as requested by the Owner or by JJK, furnish a sworn statement identifying all parties who have furnished or are furnishing labor or materials to the Vendor with their names and addresses and amounts due or to become due each of them. Like statements may, at JJK's option, be required from any sub-Vendors or suppliers of the Vendor.

Vendor shall furnish JJK, if requested evidence of the payment of all bills and expenses incurred by the Vendor for labor, services, equipment and materials used by the Vendor, or any other liability incurred by the Vendor in any way, for the purpose of using the same on or about the Project. If requested by JJK, Vendor shall also furnish written releases, in form acceptable to JJK, from all persons, firms, or corporations that have furnished to the Vendor any labor, services, equipment and materials, whether on or for the Project, and written releases of liens and claims of nonpayment, in a form acceptable to JJK, from all persons, firms and corporations that may have in any way had any dealings or agreements in connection with the Work of the Vendor.

Any and all transportation tax, sales tax, use tax, or any other tax that might accrue through the purchase of materials or amounts paid for labor by the Vendor or occasioned by performance of this Agreement, shall be borne and paid for by the Vendor, and are included in the Material Supplier Agreement.

Vendor agrees that payments due from JJK for its Work are not assignable and that no part of this Material Supplier Agreement or the Work hereunder can be assigned, except by and in accordance with the written consent of JJK.

21. PRICING. If this Material Supplier Agreement contains lump sum pricing, the Vendor shall furnish for pay purposes only, a breakdown of item costs. Said breakdown shall reflect the reasonable value of the item of merchandise, including its proportionate share of the profit. No invoices shall be paid until such breakdown is submitted and approved.

22. ASSIGNMENT. No assignment hereunder is allowed without written approval of both parties.

23. NOTICES. All notices required under this Material Supplier Agreement or the Contract Documents shall be addressed to JJK's office located as set forth above. Notices required by the various provisions of the Contract Documents shall be due in the above office in one-half (1/2) the time specified in the Contract Documents so that JJK will have sufficient time to forward its notice within the required period. Failure of Vendor to forward notices in a timely manner as required by the various equitable adjustment provision of the Contract Documents shall operate to waive its rights to any such adjustments if the Owner and/or GC rejects the claim.

24. GOVERNING LAW AND DISPUTES FORUM. This Material Supplier Agreement shall be governed by the laws of the state where JJK's office address is located as set forth above. Any suit, action or proceeding permitted under this Material Supplier Agreement and initiated by one of the parties hereto against the other on any matters whatsoever rising out of or in connection with this Vendor shall be filed and maintained in the state where JJK's office address is located as set forth above, or at JJK's sole option, in the state or federal court nearest the Project site.



WATER UTILITIES DEPARTMENT INTEROFFICE MEMORANDUM

DATE: November 22, 2006

TO: Jim Mize, Assistant County Attorney

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

RE: Northern Region Pumping Facility, WUD 06-050
Sales Tax Recovery on Owner Furnished Material
Attorney Approval Form - Purchase Order No. 3

MEMO:

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

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

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

Please Check One:

- _____ Approved, and package:
forwarded to Procurement (Attn: Vernetha Green – Fax 493-6240)
Copy to Water Utilities (Attn: Steve McGrew, 493-6113 - Fax)
- _____ Returned to Water Utilities with comments (WUD – Attn: Steve McGrew, 493-6110)

Signature

Date

c: Brian Shields
File 05-018

Purchase Requisition Request Form

Northern Region Pumping Facility

Project No. WUD 06-050

Palm Beach County, Florida

Invoicing address:

Palm Beach County Water Utilities

8100 Forest Hill Blvd.

West Palm Beach, FL 33413

ATTN: Vincent Riccobono

ATTACHMENT B

Per Palm Beach County

PO # PBC 06-050-3

Issued To:

Ferguson Waterworks, Inc. a Division of Ferguson Enterprises, Inc.

2361 NW 22nd Street

Pompano Beach, FL 33069

954/973-8100

Delivery Address:

John J. Kirlin, Inc.

980 Crestwood Blvd.

Royal Palm Beach, FL 33411

Call for delivery instruction: 954/739-8100 - H. Gregorian

Date	Project No.	Delivery Date	Ship via	F.O.B.	Terms
11/20/2006	WUD 06-050	As ordered by John J. Kirlin, Inc.	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, 3. this Attachment B and 4. Additional terms and conditions by John J. Kirlin. 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 #06-050-3
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.
4. Additional terms and conditions by John J. Kirlin

Notes:

1. Contract Schedule: Schedule Shipment as coordinated by John J. Kirlin, Inc. Submit a minimum of ten copies of shop drawings for approval.
2. Vendor shall sign a duplicate copy of the Purchase Order to acknowledge the receipt of this order, acceptance of all Terms and Conditions and return to the Water Utilities Department, Attn: Procurement Manager, 8100 Forest Hill Blvd., WPB, FL 33413
3. This Purchase Order confirms acceptance of WUD 06-050-3
4. Materials for FOB jobsite.
5. All shipments must be labeled "County Furnished material for Project No. WUD 06-050-3"
6. Materials shall be complete and in strict accordance with Plans and Specifications prepared by Mathews Consulting for the Northern Region Pumping Facility (WUD 06-050) including Addendums
7. All deliveries must be scheduled 24 hours in advance. Receiving hours are Monday - Friday (excluding County Holidays) 7:30 AM - 3:00 PM

Quantity	Description	Unit Cost	Total
See Attachment	See Attachment	See Attachment	\$623,526.00
		S&H	Included
		SubTotal	\$623,526.00
		Sales Tax Rate	Exempt
		Sales Tax	0.00
		Total Due	\$623,526.00

Authorized Signature: Project Representative

Homer Gregorian, Vice President



FEI-DAVIE WATERWORKS #1206
5850 ORANGE DR
DAVIE, FL 33314

Deliver To: HOMER
From: Pete Cochrane
Comments: REVISED TO ADD BACK THE FIRE
HYDRANTS. THANK YOU, PETE.

09:36:21 OCT 25 2006

FERGUSON ENTERPRISES, INC.
FEI-POMPANO BEACH, FL WW #125

Price Quotation

Page # 1

Phone : 954-792-0901

Fax : 954-792-4368

Bid No.....: B84458

Bid Date.....: 10/23/06

Quoted By.: PBC

Cust Phone: 954-739-8100

Terms.....: NET 10TH PROX

Customer: JOHN J. KIRLIN, INC FLA DIV
3125 W. COMMERCIAL BLVD.
SUITE: 200
FT LAUDERDALE, FL 33309

Ship To: JOHN J. KIRLIN, INC FLA DIV
3125 W. COMMERCIAL BLVD.
SUITE: 200
FT LAUDERDALE, FL 33309

Cust PO#....:

Job Name:

Item	Description	Quantity	Net Price	UM	Total
	----- \$ REVISED PRICING F/ACIPCO REMOVED MISC MATERIAL \$ ----- PALM BEACH COUNTY MATHEWS CONSULTING BID 9/27/06 ----- =====				
	WATER MAIN =====				

AFR200P30	30 CL200 CL DI FLEX RNG PIPE	180	98.916	FT	17804.88
AFT200P30	30 CL200 CL DI FASTITE PIPE	440	69.442	FT	30554.48
AFR250P24	24 CL250 CL DI FLEX RNG PIPE	200	73.158	FT	14631.60
DI250SJPU	24 CL250 DI SJ PIPE	80	51.053	FT	4084.24
DI350SJPU	6 CL350 DI SJ PIPE	80	9.000	FT	720.00
	SUBTOTAL				67795.20

	MJ FITTINGS C153 C/L				

MJTLA3630	36X30 MJ C153 TEE L/A	1	4573.680	EA	4573.68
MJLSLA36	36X24 MJ C153 LONG SLV L/A	1	2131.000	EA	2131.00



FERGUSON ENTERPRISES, INC.
FEI-POMPANO BEACH, FL WW #125

Price Quotation
Phone : 954-792-0901
Fax : 954-792-4368

Page # 2

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Reference No: B84458

Item	Description	Quantity	Net Price	UM	Total
MJTLA30	30 MJ C153 TEE L/A	2	2490.315	EA	4980.63
MJTLA3024	30X24 MJ C153 TEE L/A	1	2558.840	EA	2558.84
SP-FAB	SPECIAL FABRICATION	1	13945.400	EA	13945.40
	56.7' 30" FR FRE PIPE CL-53 14'2"				
	W/18" FR WELD-ON-OUTLET, 7'1" FROM				
	FRE & 0 DEG FROM TDC				
SP-FAB	SPECIAL FABRICATION	1	13004.740	EA	13004.74
	56.7' 30" FR FRE PIPE CL-53 14'2"				
	W/16" FR WELD-ON-OUTLET, 7'1"				
	FROM FRE & 0 DEG TDC				
MJTLA30X	30X8 MJ C153 TEE L/A	2	1447.265	EA	2894.53
MJ9LA30	30 MJ C153 90 BEND L/A	1	1968.320	EA	1968.32
MJ4LA30	30 MJ C153 45 BEND L/A	14	1651.579	EA	23122.11
MJTP30K	30X2 MJ C153 TAP PLUG	2	891.000	EA	1782.00
MJRLA3024	30X24 MJ C153 RED L/A	1	933.160	EA	933.16
MJTLA24	24 MJ C153 TEE L/A	2	1463.000	EA	2926.00
MJ9LA24	24 MJ C153 90 BEND L/A	1	1048.000	EA	1048.00
MJ4LA24	24 MJ C153 45 BEND L/A	5	781.000	EA	3905.00
MJ2LA24	24 MJ C153 22-1/2 BEND L/A	1	815.000	EA	815.00
MJLSLA24	24X15 MJ C153 LONG SLV L/A	1	606.000	EA	606.00
MJRLAXU	8X6 MJ C153 RED L/A	2	63.000	EA	126.00
MJTLAU	6 MJ C153 TEE L/A	3	95.000	EA	285.00
MJ9LAU	6 MJ C153 90 BEND L/A	3	72.000	EA	216.00
MJ4LAU	6 MJ C153 45 BEND L/A	1	67.200	EA	67.20
MJTPUK	6X2 MJ C153 TAP PLUG	1	43.272	EA	43.27
	SUBTOTAL				81931.88
E1136	36 MEGALUG F/ DI W/EBAA SEAL GSKT	4	657.000	EA	2628.00
E1130AS	30 MEGALUG ACC SET F/ DI	44	507.000	EA	22308.00
E1124AS	24 MEGALUG ACC SET F/ DI	24	195.000	EA	4680.00
E1108AS	8 MEGALUG ACC SET F/ DI	2	37.000	EA	74.00
E1106AS	6 MEGALUG ACC SET F/ DI	19	26.000	EA	494.00
	SUBTOTAL				30184.00
	FLG PIPE C/L - PRIME				
SP-1849FFR	18 X 4'9" FLG X FRE DIP	4	725.033	EA	2900.13
SP-1649FLFR	16 X 4'9" FLG X FRE DIP	4	645.158	EA	2580.63
BBF18	18 DI C110 BLIND FLG	4	534.000	EA	2136.00
BF16	16 DI C110 BLIND FLG	4	322.000	EA	1288.00



FERGUSON ENTERPRISES, INC.
FEI-POMPANO BEACH, FL WW #125

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Phone : 954-792-0901
Fax : 954-792-4368

Page # 3

09:36:21 OCT 25 2006

Reference No: B84458

Item	Description	Quantity	Net Price	UM	Total
SS6ATRDU	1/2X6 SS 316 ALL THRD ROD	24	5.000	FT	120.00
SSNUTD	1/2 HEX NUT SS	16	18.000	C	2.88
	SUBTOTAL				9027.64

	FIRE HYDRANTS				

AFCB84BLAOLN	5-1/4 VO B84B HYD 3'6 BURY OL L/A	2	1140.000	EA	2280.00
E1106AS	6 MEGALUG ACC SET F/ DI	2	26.000	EA	52.00
	SUBTOTAL				2332.00

	BACK FLOW ASSY (L/RPZ)				

	SUBTOTAL				0.00
PT-6RPZA	6' RPZ BACKFLOW ASSY	1		EA	
MJ9LAU	6 MJ C153 90 BEND L/A	2	74.415	EA	148.83
E1106AS	6 MEGALUG ACC SET F/ DI	4	28.000	EA	112.00
FPPUW	6 X 7 FT FLGXPE PIPE	2	412.960	EA	825.92
F9U	6 DI C110 FLG 90 BEND	2	114.080	EA	228.16
FFPUG	6 X 1 FT FLGXFLG PIPE	1	256.360	EA	256.36
MDFASU	6 MIAMI DADE FLG ACC SET	5	17.000	EA	85.00
	SUBTOTAL				1656.27

PT-1ARV-PBC	1" WATER AIR RELEASE VALVE - PBC	1		EA	
FFB4004	1 CC X MIP BALL CORP ST	1	33.567	EA	33.57
V22G	1 AIR RELEASE VLV	1	176.000	EA	176.00
P40S9G	1 PVC SCH40 SXS 90 ELL	2	0.980	EA	1.96
P40SMAG	1 PVC SCH40 SXM ADPT	1	0.890	EA	0.89
PFP80SUG	1 PVC SCH80 SXS UNION EPDM	2	7.000	EA	14.00
P40BEPG20	1X20 PVC SCH40 BE PIPE	4	79.600	C	3.18
P40SBGD	1X1/2 PVC SCH40 SPXSLIP BUSH	1	0.920	EA	0.92
P40SMAD	1/2 PVC SCH40 SXM ADPT	1	0.440	EA	0.44
	SUBTOTAL				230.96

BT4905W	2PC SCRW VLV BX W/ WTR LID	19	65.000	EA	1235.00
	SUBTOTAL				1235.00

E1136	36 MEGALUG F/ DI W/EBAA SEAL GSKT	2	657.000	EA	1314.00
E1130AS	30 MEGALUG ACC SET F/ DI	10	507.000	EA	5070.00



09:36:21 OCT 25 2006

FERGUSON ENTERPRISES, INC.
FEI-POMPANO BEACH, FL WW #125

Price Quotation
Phone : 954-792-0901
Fax : 954-792-4368

Page # 4

Reference No: B84458

Item	Description	Quantity	Net Price	UM	Total
E1124AS	24 MEGALUG ACC SET F/ DI	6	195.000	EA	1170.00
E1106AS	6 MEGALUG ACC SET F/ DI	6	27.000	EA	162.00
	SUBTOTAL				7716.00
MDAS18	18 MIAMI DADE FLG ACC SET	8	74.000	EA	592.00
MDFAS16	16 MIAMI DADE FLG ACC SET	8	43.000	EA	344.00
	SUBTOTAL				936.00
	METER VAULT				
SP-2417FPE	24 X 17'0" FLG X PE DIP	1	1645.000	EA	1645.00
SP-252FVIC	24 X 2'0" FLG X VIC DIP	1	638.000	EA	638.00
SP-2410VF	24 X 10'0" VIC X PE DIP	1	1012.000	EA	1012.00
SP-FPWCPPK	4 X 2 FT FLG X PE WC DI PIPE	1	146.000	EA	146.00
F9P	4 DI C 110 FLG 90 BEND	2	76.000	EA	152.00
CFP	4 DI C 110 THRD COMP FLG F/ STL	1	19.000	EA	19.00
VL240077PE0	24 PTD GRV COUP W/ E GSKT 77	1	352.760	EA	352.76
SP-24GAPSS	24' ADJ PIPE SUPPORT	2	350.000	EA	700.00
MDFAS24	24 MIAMI DADE FLG ACC SET	2	150.000	EA	300.00
	SUBTOTAL				4964.76
	WATER PVC				
FFC2023274IP4	30X1 IP DBL SS EPOX SDL DI	8	269.000	EA	2152.00
R202N259042	24X1 IP DBL SS STRP NYL SDL	1	202.000	EA	202.00
FF17004	1 MIP X FIP CORP ST	2	29.563	EA	59.13
IBRBGD	1X1/2 BRS BUSH	2	2.097	EA	4.19
FFB17007	2 MIP X FIP BALL CORP ST	1	120.000	EA	120.00
	TOTAL				210547.03
	=====				
	FORCE MAIN				
	=====				
AFR200PX36	36 CL200 EPOX DI FLEX RNG PIPE	40	178.832	FT	7153.28
SP-DI200SJEP36	36 CL200 DI SJ EPOX PIPE	60	138.569	FT	8314.14
AFR200PX30	30 CL200 EPOX DI FLEX RNG PIPE	200	136.495	FT	27299.00
SP-30D200PL	30 CL200 P-401 DI FASTITE PIPE	280	107.021	EA	29965.88
AFR250PP424	24 CL250 P-401 DI FLEX RNG PIPE	20	102.684	FT	2053.68



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Item	Description	Quantity	Net Price	UM	Total
DI250SJEP24	24 CL250 DI SJ EPOX PIPE	40	80.579	FT	3223.16
	SUBTOTAL				78009.14
	ALL FITTINGS C 153 - 401				
SP-FBELTLA36	36 MJ C-110 P-401 TEE L/ACC	1	6392.000	EA	6392.00
SP-FAB	SPECIAL FABRICATION	1	16665.320	EA	16665.32
	36" FR FRE PIPE CL-53 8'11"				
	W/20" FR WELD-ON-OUTLET 4'5-1/2"				
	FROM FRE & 0 DEG TDC				
	401 LINED				
FB9P4LA36	36 MJ C110 P-401 90 BEND L/A	3	4572.000	EA	13716.00
FB2P4LA36	36 MJ C110 22-1/2 BEND P-401 L/A	1	3526.000	EA	3526.00
SP-MJELRLA3630	36X30 C110 MJ EPOX LINED RED L/A	2	2925.135	EA	5850.27
MJRLA3624	36X24 MJ C153 RED L/A	1	2842.110	EA	2842.11
SP-MJELTLA30	30 MJ TEE C153 EPOX LINED	1	3852.710	EA	3852.71
MJ4P4LA30	30 MJ C153 P-401 45 BEND L/A	10	2475.537	EA	24755.37
MJ2LA30	30 MJ C153 22-1/2 BEND L/A	2	2547.230	EA	5094.46
MJLSLA30	30X24 MJ C153 LONG SLV L/A	1	2137.960	EA	2137.96
MJELTLA24	24 MJ C153 EPOX TEE L/A	2	2238.535	EA	4477.07
MJEL4LA24	24 MJ C153 EPOX 45 BEND L/A	3	1289.053	EA	3867.16
MJ1P4LA24	24 MJ C153 P-401 11-1/4 BEND L/A	1	1351.790	EA	1351.79
MJLSLA24	24X15 MJ C153 LONG SLV L/A	1	1041.000	EA	1041.00
MJELSP24	24 MJ C153 EPOX SLD PLUG	1	747.000	EA	747.00
	SUBTOTAL				96316.22
E1136	36 MEGALUG F/ DI W/EBAA SEAL GSKT	14	657.000	EA	9198.00
E1130AS	30 MEGALUG ACC SET F/ DI	30	507.000	EA	15210.00
E1124AS	24 MEGALUG ACC SET F/ DI	17	195.000	EA	3315.00
	SUBTOTAL				27723.00
	FLG PIPE 410 - PRIME				
SP-20102FFR	20 X 10'2' FLG X FRE DIP 401	4	1240.833	EA	4963.33
SP-366FPE	36 X 6'0' FLG X PE 401 DIP	1	3449.000	EA	3449.00
SP-3613FPE	36 X 13'0' FLG X PE 401	1	5259.000	EA	5259.00
	SUBTOTAL				13671.33
E1136	36 MEGALUG F/ DI W/EBAA SEAL GSKT	22	657.000	EA	14454.00
E1130AS	30 MEGALUG ACC SET F/ DI	35	507.000	EA	17745.00



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Item	Description	Quantity	Net Price	UM	Total
E1124AS	24 MEGALUG ACC SET F/ DI	17	195.000	EA	3315.00
	SUBTOTAL				35514.00
SS6ATRDU	1/2X6 SS 316 ALL THRD ROD	162	5.000	FT	810.00
SS4ATRFU	3/4X6 SS 304 ALL THRD ROD	78	7.000	FT	546.00
DRCS3	1/2 SS ROD COUP 50 PK	32	3.000	EA	96.00
SSRODCF	3/4 SS ROD COUP	4	12.000	EA	48.00
SSNUTD	1/2 HEX NUT SS	32	9.000	C	2.88
SSHNF	3/4 SS H/HEAD NUT	16	0.800	EA	12.80
	SUBTOTAL				1515.68
	VALVES				
E1124AS	24 MEGALUG ACC SET F/ DI	2	195.000	EA	390.00
	SUBTOTAL				390.00
	TOTAL				253139.37
	ARV ASSY				
PT-2ARVASSY-FM-PSL	2' FORCEMAIN ARV ASSY - PSL	2		EA	
FFB17007	2 MIP X FIP BALL CORP ST	2	123.811	EA	247.62
DS44NK24	2X24 SS SCH40 304 NIP	2	30.000	EA	60.00
NT176AK	2 BRZ 300# IPS NRS GATE VLV	2	23.816	EA	47.63
DS44NKM	2X3 SS SCH40 304 NIP	2	48.000	EA	96.00
V48SBWK	*1203 2 SEWAGE AIR RELEASE VLV W/A	2	851.000	EA	1702.00
	PT-2ARVASSY-FM-PSL				2153.25
	MECHANICAL				
	PUMP SUCTION				
	ALL PIPE & FIT - 401/PRIME				
FEL920	20 FLG EPOX 90 BEND	4	2014.738	EA	8058.95
SP-2084FF	20 X 8' 4" FLG X FLG 401	4	1785.000	EA	7140.00
SP-2014FPE	20 X 1' 10" FLG X PE 401	4	628.000	EA	2512.00
SP-DC3820	20 DRESSER STYLE 38 COUP	4	473.000	EA	1892.00
SP-20X2FPE	20 X 2' 0" FLG X PE 401	4	628.000	EA	2512.00



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Item	Description	Quantity	Net Price	UM	Total
FER2012	20X12 DI C110 FLG ECC RED	2	1716.840	EA	3433.68
SP-208ER	20X8 FLG ECC RED 401	1	773.090	EA	773.09
SP-206FER	20X6 FLG ECC RED 401	1	1056.470	EA	1056.47
GDATRFU	3/4X6 GALV HDG ALL THRD ROD	96	3.000	FT	288.00
SP-HDGGP20	20 HDG GUSSET	32	77.000	EA	2464.00
HDGHNF	3/4 HDG HEX NUT	32	0.272	EA	8.70
MDFAS20	20 MIAMI DADE FLG ACC SET	20	136.000	EA	2720.00
MDFAS12	12 MIAMI DADE FLG ACC SET	4	25.000	EA	100.00
	SUBTOTAL				32958.89

	PUMP DISCHARGE				

F9P412	12 DI 125# FLG P-401 90 BEND	2	454.000	EA	908.00
F9P4U	6 DI 125# FLG P-401 90 BEND	1	143.000	EA	143.00
SP-606FF	6 X 0'6" FLG X FLG 401	1	143.000	EA	143.00
F9P4UP	6X4 DI 125# FLG P-401 90 BEND	1	161.000	EA	161.00
FFELPP1	4 X 1 FT FLGXFLG EPOX P	1	107.000	EA	107.00
FCRP41812	18X12 DI 125# FLG P-401 CONC RED	2	1460.000	EA	2920.00
SP-186FCR	18X6 FLG CONN RED 401	2	868.890	EA	1737.78
SP-181FPEEL	18 X 1'0" FLG X PE 401	8	403.000	EA	3224.00
R4001950040700	18 STL COUP 19.50	4	468.235	EA	1872.94
GDATRFU	3/4X6 GALV HDG ALL THRD ROD	24	3.000	FT	72.00
SP-18GUS	18 GUSSET PLATE	32	83.325	EA	2666.40
HDGHNF	3/4 HDG HEX NUT	32	0.272	EA	8.70
F918	18 DI C110 FLG 90 BEND	4	1570.528	EA	6282.11
SP-1816FFEL	18 X 1'6" FLG X FLG 401	4	674.000	EA	2696.00
SP-T3618FT	36X18 FLG TEE 401	4	4805.263	EA	19221.05
SP-366FFEL	36 X 6'0" FLG X FLG 401	1	5216.000	EA	5216.00
SP-3646FFEL	36 X 4'6" FLG X FLG 401	1	4813.000	EA	4813.00
SP-3639FFEL	36 X 3'9" FLG X FLG 401	1	4699.000	EA	4699.00
SP-3646FF	36 X 4'6" FLG X FLG 401	1	4813.000	EA	4813.00
IF936	36 DI 125# FLG 90 BEND	2	4950.000	EA	9900.00
	1 HAS 2' TAP				
SP-3674FF	36 X 7'4" FLG X FLG 401	1	5476.000	EA	5476.00
FT36	36 DI 125# FLG TEE	2	7226.315	EA	14452.63
SP-366BF	36 X 6 BLIND FLG	2	4539.000	EA	9078.00
SP-3624FF	36 X 2'4" FLG X FLG W/TAP	1	4183.000	EA	4183.00
	SUBTOTAL				104793.61

	VALVES				



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Item	Description	Quantity	Net Price	UM	Total
V48S301BWK	2 COMB SEWAGE AIR VLV W/A	2	1250.000	EA	2500.00
CFU	6 DI C 1 10 THRD COMP FLG F/ STL	2	25.000	EA	50.00
K633BALU	6 ALUM MALE NPT FEM COUP	2	103.000	EA	206.00
K634BALU	6 ALUM CAP F/ ADPT	2	77.000	EA	154.00
	SUBTOTAL				2910.00
MDFAS36	36 MIAMI DADE FLG ACC SET	21	287.143	EA	6030.00
MDFAS20	20 MIAMI DADE FLG ACC SET	20	136.000	EA	2720.00
MDAS18	18 MIAMI DADE FLG ACC SET	28	85.000	EA	2380.00
MDFAS12	12 MIAMI DADE FLG ACC SET	6	25.000	EA	150.00
MDFASX	8 MIAMI DADE FLG ACC SET	1	15.000	EA	15.00
MDFASU	6 MIAMI DADE FLG ACC SET	7	17.000	EA	119.00
MDFASP	4 MIAMI DADE FLG ACC SET	2	8.000	EA	16.00
	SUBTOTAL				11430.00
	TOTAL				154245.75
	LIFT STATION				
FFPPW	4 X 7 FT FLGXFLG PIPE	2	199.000	EA	398.00
F9P4P	4 DI 125# FLG P-401 90 BEND	2	122.000	EA	244.00
FFELPPP	4 X 4 FT FLGXFLG EPOX P	2	206.000	EA	412.00
AFC52SCLWP	4 FLG L&W CHK VLV	2	724.000	EA	1448.00
FFELPPM	4 X 3 FT FLGXFLG EPOX P W/ TAP	2	140.000	EA	280.00
MJ9P4LAP	4 MJ C153 P-401 90 BEND L/A	1	70.000	EA	70.00
MJTP4LAP	4 MJ C153 P-401 TEE L/A	2	110.000	EA	220.00
FPPLPPP	4 X 4 FT FLGXPE EPOX PIPE	1	233.000	EA	233.00
F9P	4 DI C 1 10 FLG 90 BEND	1	76.000	EA	76.00
CFP	4 DI C 1 10 THRD COMP FLG F/ STL	1	19.000	EA	19.00
K633BALP	4 ALUM MALE NPT FEM COUP	1	40.000	EA	40.00
K634BALP	4 ALUM DUST CAP DC	1	20.000	EA	20.00
FWWSS316NFPP	4 316 SS FF 1/8 NEOP FLG PKG	12	24.000	EA	288.00
E1104AS	4 MEGALUG ACC SET F/ DI	16	23.000	EA	368.00
	VENT ASSY				
SP-FPWCPPK	4 X 2 FT FLG X PE WC DI PIPE	1	146.000	EA	146.00
F9P	4 DI C 1 10 FLG 90 BEND	2	76.000	EA	152.00



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Item	Description	Quantity	Net Price	UM	Total
CFP	4 DI C110 THRD COMP FLG F/ STL	1	19.000	EA	19.00
FWWSS316NFPP	4 316 SS FF 1/8 NEOP FLG PKG	3	24.000	EA	72.00
	SUBTOTAL				4505.00

	FORCE MAIN				

DI350SJEP	4 CL350 DI SJ EPOX PIPE	40	21.000	FT	840.00
MJ4P4LAP	4 MJ C153 P-401 45 BEND L/A	2	67.000	EA	134.00
E1104AS	4 MEGALUG ACC SET F/ DI	5	23.000	EA	115.00
	SUBTOTAL				1089.00

Net Total:				623526.15	
Tax:				37411.60	
Total:				660937.75	

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 EXPRESSED 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.

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 Pumping Facility, Project No. 06-050** (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: pumps, electrical switch gear, variable frequency drive, valves, pipes, fittings and appurtenances.

**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

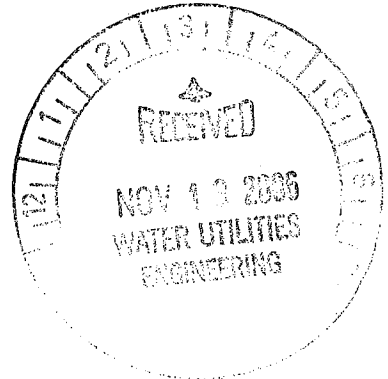
Vendor acknowledges that the materials being ordered are for incorporation into a construction project being built by Palm Beach County pursuant to a contract with a construction contractor. Vendor agrees that it shall warrant its goods, equipment, or materials being ordered herein in compliance with 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

John J. Kirlin, Inc.
FLORIDA DIVISION
Mechanical Contractors

November 13, 2006

Mr. Stephen McGrew, P.E.
Palm Beach County Water Utilities Department
PO Box 16097
West Palm Beach, FL 33416-6097




4252 - Northern Region Pumping Facility, WUD 06-050

Subject: **Sales Tax Recovery**

Dear Mr. McGrew:

With reference to Ms. Mathews letter dated October 5, 2006 and our telephone conversation of November 10, 2006, enclosed are quotations received from:


- A. Carter & VerPlanck c/o Corcel Corp. for Wastewater Pumps and Motors, Sections 11190 and 16150, Submersible Grinder Pumps, Sections 11300 and 11303, FRP Tanks, Section 13209, and Cushioned Check Valves, Section 15100 for total of \$535,000.00 plus tax.
- B. Corcel Corp. for all Butterfly and Gate Valves, Section 15100 for total of \$205,000.00, plus tax.
-  C. Ferguson Enterprises, Inc. for all Ductile Iron Pipe and Fittings as per Sections 15000, 15400, 15995, and Drawings M-1 through M-17, and Addendum #1 for total of \$623,526.00 plus tax.
- D. Quotes for Switchgear and VFD's have not been received by our electrical subcontractor, Gilmore Electric Co., Inc.

Please include with the County's purchase orders John J. Kirlin, Inc., Florida Division (JJK) Purchase Order Terms and Conditions per enclosed.

If you have any questions, please do not hesitate to call our office.

Very truly yours,

JOHN J. KIRLIN, INC., Florida Division

 11-13-06
H. Gregorian
Vice-President/ Environmental

HG/mct

Enc: 15 pages

cc: Brian Shields, P.E.
Rene Mathews, P.E.
Michael D. Wilson

3125 W. Commercial Blvd., Suite 200, Ft. Lauderdale, FL 33309 • 954-739-8100 • 954-739-3971 fax • www.johnjkirlin-inc.com

Atlanta • Baltimore • Fort Lauderdale • Raleigh • Rockville
Established 1960

4252.04



MATERIAL SUPPLIER AGREEMENT

3125 W. Commercial Blvd., Suite 200, Ft. Lauderdale, FL 33309
(954) 739-8100 FAX (954) 739-3971
3102 Cherry Palm Drive, Suite 140, Tampa, FL 33619
(813) 621-9209 FAX (813) 621-9317

ISSUED TO: (Include name, address, phone and fax #'s below; also include Vendor's remit to address if different)

ATTN:
THE VENDOR
SHIP TO:

Purchase Order # _____
Date: _____ Job #: _____
Job: _____

Executed Copy Must Be Returned with:
Vendor's Sales Tax Registration
State: _____ No.: _____

DELIVERY TERMS: FOB Jobsite (Freight Prepaid)

Important: The acceptance of this Material Supplier Agreement or any part of it obligates the Vendor to abide by the terms, conditions and instructions on all four pages of this Material Suppliers Agreement.

Please Enter Our Order for the Following Items:

[illegible]

THE CONTRACT DOCUMENTS

The Contract Documents for this Material Supplier Agreement consist of this Agreement and the following listed Attachments:

The Material Supplier Agreement also includes but is not limited to the following Specifications Sections and Contract Drawings:

SPECIAL NOTES

A complete set of _____ copies for Architect/Engineer approval of your submission for your equipment and/or material shall be submitted by you to John J. Kirlin, Inc. (JJK) no later than _____ and shall include without limitation, at least the following items:

Vendor to sign and return all copies of this Material Supplier Agreement to JJK; JJK will then sign and return one copy for the Vendor's files. Acknowledge and confirm all shipping dates. Send notice of shipment to us the day shipment is made. No shipment will be accepted if JJK is not notified 24 hours in advance of its arrival at the receiving destination.

Billing instructions: Mail in invoices in duplicate, stating both Purchase Order Number and Job Name.

ACCEPTED BY:

(Print Vendor Name) _____

JOHN J. KIRLIN, INC. _____ DIVISION

(Print Name of Signing Authorized Vendor Representative)

(Print Name of Signing Authorized Representative)

(Signature, Title)

(Signature, Title)

DATE: _____

DATE: _____

between the parties. Any modifications must be set forth in writing and signed by both parties to be effective. If any provision herein is held to be invalid by any competent court, the remaining agreement shall survive. This Agreement shall control any inconsistency in any documents referred to or incorporated by reference. If this Material Supplier Agreement is retained by Vendor without executing and returning same or without rejecting same in writing within ten (10) days or receipt hereof, then it shall be deemed accepted; however, acceptance in writing is a condition precedent to payment due hereunder.

2. **CONTRACT DOCUMENTS.** The materials, products or services to be furnished shall be in strict accordance with the terms, conditions and requirements of the Prime Contract Documents, including General and Special Provisions and Conditions, plans, specifications and addenda, which documents are incorporated by reference and made a part of this Material Supplier Agreement (Contract Documents). A detailed list of Contract Documents is attached.

3. **FLOW-DOWN RELATIONSHIP.** The Vendor is bound to JJK in the same way JJK is bound to the Owner and/or the General Contractor (GC) and shall bear all rights and liabilities with respect to JJK as JJK has with respect to the Owner and/or GC except that this Material Supplier Agreement shall govern any inconsistent provision of the Contract Documents.

4. **TAXES AND TRANSIT.** The price recited on the face of this Material Supplier Agreement is complete and includes all applicable federal, state and local taxes as well as packaging and shipping costs. Vendor shall assume risk of loss in transit.

5. **APPROVAL BY OWNER.** JJK's obligation to pay Vendor is contingent upon Vendor and/or its product being approved by the Owner. If Owner fails to approve Vendor or its product Vendor shall be liable to JJK for all damages JJK incurs as a result thereof.

6. **INDEMNITY.** Vendor agrees to defend, indemnify and hold harmless JJK and/or GC and/or Owner and their agents and employees, from and against any claim, cost, expense or liability (including attorneys' fees) attributable to bodily injury, sickness, disease or death, or damage, loss or destruction of property (including loss of use thereof) caused by, arising out of, resulting from or occurring in connection with the performance of the work or products supplied by Vendor its subcontractors, or their agents or employees, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder; provided, however, Vendor's duty hereunder shall not arise if such injury, sickness, disease, death, damage or destruction is caused by the sole negligence of a party indemnified hereunder. Vendor's obligation hereunder shall not be limited by the provisions of any workmen's compensation or similar act or by the provisions, scope or limitations of any insurance requirements or coverage. Vendor acknowledges and agrees that one hundred dollars (\$100) of the Material Supplier Agreement price represents specific consideration paid to the Vendor for all indemnifications from Vendor hereunder.

Should GC/Owner or any other person assert a claim or institute a suit, action, or proceeding against JJK involving the manner or sufficiency of the performance of Vendor's work or products, Vendor shall, upon request of Contractor, promptly assume the defense of such claim, suit, action or proceeding, at Vendor's expense, and Vendor shall indemnify and hold harmless JJK and its agent and employees, from and against any liability, loss, damage, or expense arising out of or related to such claim, suit, action or proceeding.

Vendor agrees to reimburse JJK for all costs (including reasonable attorneys' fees) incurred by JJK in enforcing or securing Vendor's performance of any of the provisions of this Material Supplier Agreement including this paragraph.

7. **TIME IS OF THE ESSENCE.** Delays in delivery of the specified product material or services are inexcusable unless they are caused by unforeseeable factors beyond the control and without the fault or negligence of the Vendor or its supplier(s). All delays shall be considered inexcusable unless the Vendor gives written notice of the cause of the delay to JJK within five (5) days from the beginning of such delay Vendor shall only be entitled to an extension of time for performing the work covered by this Agreement for the same causes an extension of time is allowable and only to the extent actually allowed to JJK by Owner and/or GC under the terms of the Contract Documents. The Owner's decision or its representative, with regard to the delay including the assessment of liquidated damages, shall be binding upon and chargeable to the Vendor, subject only to the disputes procedure provided in the Contract Documents.

8. **DAMAGES FOR DELAY, ACCELERATION, INEFFICIENCY.** JJK shall not have any liability to Vendor for any delay, acceleration, or inefficiency damages or claims resulting or arising from any act or omission of JJK, JJK's subcontractors or other vendors; or any other cause except as specifically provided herein for Owner or GC acts or omissions. Vendor's sole remedy for delay, acceleration, or inefficiency damages arising out of acts or omissions of the Owner or GC, or error or omissions in the Contract Documents shall be the amounts JJK recovers against the GC or Owner, for "pass-through" claims and only if Vendor timely notifies JJK of such claims and timely submits to JJK such claims. If any delay, acceleration or inefficiency claims are not recoverable against the Owner and/or GC, JJK shall have no obligation to "pass through" such claims.

9. **SUBMITTALS.** All submittals such as shop drawings, catalogs, samples and material lists or other data required by Contract Documents which pertain to the products or materials furnished shall be provided by Vendor complete and timely. Vendor shall be liable for delays if it fails to do so and for any deviation from plans and specifications not explicitly approved by JJK and the Owner and/or GC. All deviations from the Contract Documents must be specially noted on the submittals and by separate cover letter the Vendor shall state reasons for the deviation and refer to the applicable specification provision or drawing detail.

10. **DEFAULT.** Failure or refusal on the part of the Vendor to perform any of the requirements of this Material Supplier Agreement or of the Contract Documents applicable to this Material Supplier Agreement shall constitute and be considered a breach hereof. In such event, JJK at its option may terminate this Material Supplier Agreement in whole or in part by sending to the Vendor forty-eight (48) hours notice in writing, commencing upon the deposit of same in the United States mail addressed to the Vendor at its last known address. Unless said default is cured within the term of the notice period, JJK shall have the right to acquire the herein specified product, material or service elsewhere provided. However, the Vendor shall remain liable to JJK for any damages, expenses, liquidated damages assessed against JJK by Owner or GC as a result of the Vendor's delay and default as aforesaid and any excess cost or expense, including premiums and counsel fees pertaining to said repurchase. In the event it is later determined by a court of competent jurisdiction or an arbitration panel that JJK's default of Vendor was improper, the compensation due Vendor shall be determined in accordance with the provisions in Paragraph 18.

The foregoing remedies shall be considered separate and cumulative and shall be in addition to every other remedy given hereunder or under the Contract Documents, or now or hereafter existing at law or in equity including JJK's right of setoff and collection of any funds which may be due Vendor under this or any other Material Supplier Agreement with JJK, or any of its affiliates, divisions or joint ventures.

11. **BANKRUPTCY AND DELINQUENT TAXES.** In the event of Vendor's bankruptcy, receivership, insolvency, general assignment for the benefit of creditors or of claims filed against JJK or its surety or notices or levies involving tax delinquencies being served upon JJK by reason of Vendor's nonpayment thereof, JJK shall have the right to withhold any payments due Vendor hereunder or under any other Material Supplier Agreement with JJK or any of its affiliates, divisions or joint ventures and apply the same to insure complete delivery of the product, material or services to be

fees incurred as a result of such event without prejudice to all other rights against Vendor or its surety.

12. **CHANGES.** This Material Supplier Agreement is subject to the right of the Owner and/or GC to make changes in the drawings and/or specifications of the Contract Documents. In such event, JJK shall have the right accordingly by written order to make appropriate changes in the drawings and specifications, require additional product material or services or suspend or omit all or portions of the requirements covered by this Material Supplier Agreement. If such changes cause an increase or decrease in the price of this Material Supplier Agreement or in the time allocated for delivery of performance, the terms and price of this Material Supplier Agreement shall be modified therefore in writing, provided however, that any such adjustment shall be expressly conditioned upon the approval and acceptance thereof by the Owner and/or GC and the adjustment of JJK's contract with the Owner and/or GC to incorporate the value or adjustment in time of the change in this Material Supplier Agreement. In the event the adjustment is not approved or accepted by the Owner and/or GC as aforesaid, the Vendor shall have the right at its own expense to dispute the decision of the Owner and/or GC in accordance with the "Changes" and "Disputes" provisions of the Contract Documents provided, however, that nothing shall excuse the Vendor from proceeding meanwhile with the supplying of the product, material or service as changed by the Owner and/or GC. All changes involving increases or decreases in the Material Supplier Agreement or changes in the dates of delivery shall be deemed accepted by the Vendor unless the same are rejected in writing by the Vendor within the time allocated in the Contract Documents to dispute said changes or within seven (7) days after receipt, whichever is sooner.

13. **CONTRACT INTERPRETATION.** JJK's interpretation of Material Supplier Agreement requirements shall be binding upon Vendor and complied with except that Vendor shall have the right to claim adjustment of the Material Supplier Agreement amount because of said interpretation, only if Vendor disputes in writing, said interpretation within five days after receiving said interpretation and/or directive from JJK.

14. **INSPECTION.** All goods shall be received subject to JJK's continuing right of inspection and rejection. Defective goods or goods not in accordance with the Contract Documents' requirements will be held for Vendor's instruction at Vendor's expense if JJK so elects. Payment for goods under this Material Supplier Agreement shall not be deemed an acceptance thereof and is without prejudice to JJK's continuing right of inspection of any claims that JJK may have against Vendor.

15. **WARRANTY.** Vendor warrants and guarantees its product, material or services against defective workmanship or materials for a period equal to that stated in the Contract Documents but in no event less than one (1) year from the date the Owner accepts the project. The Vendor further warrants that its products have been produced in compliance with the applicable laws, executive orders or regulations involving fair labor practices, minimum wage and hour statutes and equal opportunity employment. Partial or final payment hereunder shall not constitute waiver of said warranties and guarantees or acceptance of the product, material or services furnished that subsequently may be found to be defective. In the event any defect materializes, Vendor shall forthwith, upon notice within the guarantee period remedy or replace the defective material product or service without cost to JJK and remain liable for damages to other work or material resulting therefrom or for any liabilities, losses, costs or additional expenses incurred as a result thereof. The limitation upon the term of the guarantee does not apply to latent defects.

16. **PLANT INSPECTIONS.** Vendor hereby grants JJK the right to make periodic visits to Vendor's plant during normal business hours for inspection of material or to determine the actual progress of manufacture.

17. **PATENT INFRINGEMENT.** To the extent that JJK must indemnify the Owner and/or GC against liabilities, costs and expenses for the use or infringement of any United States patent involved in the performance of the Prime Contract, the Vendor shall likewise and equally indemnify and save and hold harmless JJK where said infringement or use involves the product, material or services provided by the Vendor pursuant to this Material Supplier Agreement. The Vendor shall defend at its own cost and expense any action against any of the parties affected thereby and any alleged infringement of any patent by reason of the sale or use of the product and pay all costs, damages or judgements recovered in any such action and royalties and license fees required for the continued use or sale of said articles.

18. **DISPUTES.** In the event of any dispute or claim by Vendor hereunder, notice in writing of such dispute or claim shall be given to JJK no later than seven (7) days following the event, decision or other action out of which the claim arises, or such lesser period as may be required under the Contract Documents. Such notice shall describe such dispute or claim in detail. If Vendor fails to provide such notice, the claim or dispute and all monetary and other relief associated therewith shall be deemed as waived and abandoned by Vendor.

A. If any such claim or dispute as to which notice is given by the Vendor as above provided arises in whole or in part out of the Contract Documents or an act or omission of the Owner and/or GC, then Vendor's rights as to such dispute or claim shall be determined solely by applicable provisions of such Contract Documents including any dispute procedures therein. In the event that it is necessary to commence any action or proceeding against the Owner or GC to implement Vendor's rights as above described, then JJK agrees to, in its sole discretion, either initiate such proceeding on Vendor's behalf, or permit Vendor to initiate such proceeding in JJK's name, upon Vendor's written request; provided, however that Vendor shall provide any certifications required by the Contract Documents. Vendor, and its sureties, shall be bound to JJK to the same extent that JJK is bound to Owner and/or GC by the Contract Documents and by any decisions or determinations made under the Contract Documents by any board, court or arbitration panel. Nothing herein shall require JJK to certify a claim under a government contract when it cannot do so in good faith. Vendor shall be responsible for the prosecution of any such proceeding at its own cost and expense.

B. If any such claim or dispute as to which notice is given by the Vendor as above provided does not involve the Contract Documents, or acts or omissions of the Owner, or GC then it shall be determined as follows: JJK shall render a written decision within 30 days thereon from receipt of the written notice of such claim or dispute. If Vendor does not accept or agree with such decision (or any part thereof) it shall so notify in writing JJK within seven (7) days and the parties shall exert reasonable and good faith efforts to reach a satisfactory resolution. If Vendor fails to so notify in writing JJK within seven (7) days said claim or dispute shall be considered waived by Vendor. If such efforts are unsuccessful, then either party may elect to commence a legal action against the other in an appropriate court of law consistent with the provisions of Paragraph 24 herein. Alternatively, JJK may in its sole discretion, elect to initiate formal arbitration of such claim or dispute in accordance with the Construction Industry Rules of the American Association and the parties agree to be bound by and to comply fully with the decision rendered in such arbitration which shall be final and may be entered in any court of competent jurisdiction.

Vendor agrees that any cause of action which it may have against JJK and its surety on a payment bond, or against the GC and its surety on a payment bond, shall be stayed after any such payment bond action is filed in court, pending exhaustion of the disputes remedies referenced herein. The parties agree that this provision shall not be considered a waiver of Vendor's payment bond rights but an agreement that those right will be enforced in a court only after the disputes procedures referenced herein are exhausted. This provision shall be for the benefit of JJK's surety or the GC's surety, regardless of whether JJK or the GC are made parties to the payment bond action.

The pendency of any such claim or dispute shall not suspend or stay in any manner the obligations under this Material Supplier Agreement and Vendor shall continue the Work hereunder without interruption.

DUE TO THE SPECIALIZED NATURE OF CONSTRUCTION LITIGATION, EACH PARTY WAIVES IT RIGHT TO A TRIAL BY JURY, INCLUDING ANY SUIT AGAINST JJK'S PAYMENT BOND SURETY OR GC'S PAYMENT BOND SURETY.

... by giving notice of termination effective upon receipt thereof by Vendor. Termination for default under Paragraph 10 if wrongfully made shall be treated as a termination for convenience. In the event of termination for convenience Vendor shall not be entitled to payment for any goods which have not yet been released for manufacture by JJK or on which manufacture has not yet actually commenced. Goods delivered or in transit shall be paid for at their unit value as prescribed on the face of this Material Supplier Agreement, or if no unit value is stated by determining their pro rata portion of the stated lump sum value. If the goods are in the midst of manufacture and said goods constitute a standard product of the Vendor, Vendor shall be entitled to a reasonable restocking charge, said charge not to exceed a maximum of seven (7%) percent of the value of the goods had they been delivered prior to the convenience termination. If the goods are in the midst of manufacture and are not a standard product, the parties shall attempt to reach mutual agreement on the value of partial performance.

In no event shall Vendor be entitled to anticipated profits on unperformed portions of the work, or any other kind of consequential or direct damages.

20. ENCUMBRANCES. Vendor shall turn the work over to JJK in good condition and free and clear of all claims, encumbrances, or other liens and shall defend, indemnify and hold harmless JJK and GC/Owner from all claims, encumbrances or liens arising out of the performance of the Work. The Vendor shall, at its own cost and expense (including attorney's fees), defend all suits to establish such claims, and pay any such claims or liens so established. In the event of failure by the Vendor to comply with this requirement, JJK may, at its sole discretion, bond off any liens. All costs of such action, including attorney's fees incurred by JJK, shall be charged to the account of the Vendor.

In the event a subcontractor or supplier to Vendor shall file a claim of nonpayment against JJK's payment bond or file a lien against the Project, the Vendor shall obtain the withdrawal of the claim of nonpayment or bond off the lien within ten (10) days of its receipt of a demand to do so by JJK. Vendor's failure to comply with such a demand shall constitute an event of default in accordance with Paragraph 10, entitling JJK to terminate this Material Supplier Agreement.

Vendor shall, as often as requested by the Owner or by JJK, furnish a sworn statement identifying all parties who have furnished or are furnishing labor or materials to the Vendor with their names and addresses and amounts due or to become due each of them. Like statements may, at JJK's option, be required from any sub-Vendors or suppliers of the Vendor.

Vendor shall furnish JJK, if requested evidence of the payment of all bills and expenses incurred by the Vendor for labor, services, equipment and materials used by the Vendor, or any other liability incurred by the Vendor in any way, for the purpose of using the same on or about the Project. If requested by JJK, Vendor shall also furnish written releases, in form acceptable to JJK, from all persons, firms, or corporations that have furnished to the Vendor any labor, services, equipment and materials, whether on or for the Project, and written releases of liens and claims of nonpayment, in a form acceptable to JJK, from all persons, firms and corporations that may have in any way had any dealings or agreements in connection with the Work of the Vendor.

Any and all transportation tax, sales tax, use tax, or any other tax that might accrue through the purchase of materials or amounts paid for labor by the Vendor or occasioned by performance of this Agreement, shall be borne and paid for by the Vendor, and are included in the Material Supplier Agreement.

Vendor agrees that payments due from JJK for its Work are not assignable and that no part of this Material Supplier Agreement or the Work hereunder can be assigned, except by and in accordance with the written consent of JJK.

21. PRICING. If this Material Supplier Agreement contains lump sum pricing, the Vendor shall furnish for pay purposes only, a breakdown of item costs. Said breakdown shall reflect the reasonable value of the item of merchandise, including its proportionate share of the profit. No invoices shall be paid until such breakdown is submitted and approved.

22. ASSIGNMENT. No assignment hereunder is allowed without written approval of both parties.

23. NOTICES. All notices required under this Material Supplier Agreement or the Contract Documents shall be addressed to JJK's office located as set forth above. Notices required by the various provisions of the Contract Documents shall be due in the above office in one-half (1/2) the time specified in the Contract Documents so that JJK will have sufficient time to forward its notice within the required period. Failure of Vendor to forward notices in a timely manner as required by the various equitable adjustment provision of the Contract Documents shall operate to waive its rights to any such adjustments if the Owner and/or GC rejects the claim.

24. GOVERNING LAW AND DISPUTES FORUM. This Material Supplier Agreement shall be governed by the laws of the state where JJK's office address is located as set forth above. Any suit, action or proceeding permitted under this Material Supplier Agreement and initiated by one of the parties hereto against the other on any matters whatsoever rising out of or in connection with this Vendor shall be filed and maintained in the state where JJK's office address is located as set forth above, or at JJK's sole option, in the state or federal court nearest the Project site.



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

ATTACHMENT 3

Legend

- P.B.C.W.U.D. SA
- MANDATORY RECLAIMED SA
- - - - - Palm Beach County Limits
- ★ Administration
- Water Reclamation Facility
- ▲ Water Treatment Facility
- ④ Wetlands

