



## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>\$2,758,772.80</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>NET FISCAL IMPACT</b>	<b><u>\$2,758,772.80</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>
# 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 W003 Object 6541 \$639,098.20  
 Budget Account No.: Fund 4011 Dept 721 Unit W010 Object 6545 \$2,119,674.60

Is Item Included in Current Budget? Yes\* X No     

\*See attached budget transfer.

Reporting Category N/A

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

One time capital expenditure to be funded from user fees and balance brought forward. Sales tax savings of \$46,977.20 are achieved 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:

John D. [Signature] 8/31/07  
 OFMB  
 (10) 8/29/07 CN 8/31/07

Dr. J. [Signature] 9/14/07  
 Contract Development and Control  
 E. New 9/14/07

### B. Legal Sufficiency:

James [Signature] 8/16/07  
 Assistant County Attorney

This Contract complies with our contract review requirements.

This item complies with current County policies.

### C. Other Department Review:

\_\_\_\_\_  
 Purchasing Department Director

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

**CHANGE ORDER No. 1**  
**SRWRF SHORT TERM ODOR CONTROL IMPROVEMENTS PROJECT AND**  
**WTP NO. 3 ODOR CONTROL IMPROVEMENTS PROJECT**  
**PROJECT NOS. WUD 06-091 and WUD 07-045**

**CHANGE ORDER NO: 1 (One)**  
**Florida Design Contractors, Inc.**  
**1326 S. Killian Drive**  
**Lake Park, Florida 33403**

**WATER UTILITIES DEPARTMENT**  
**CONTRACT NO. R2007-**  
**CONTRACT DATE: September 11, 2007**  
**NOTICE TO PROCEED: Sept. 25, 2007**  
**BUDGET FUNDS: 4011-721-W010-6545**  
**4011-721-W003-6541**  
**DISTRICT 5**

**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 Florida Design Contractors, Inc. and the attached scope of work, in the amount of \$782,120.00 purchase price times the 1.06 sales tax rate plus an addition ½ cent sales tax on the first \$5,000.00 of each purchase order which equals \$829,097.20. 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. Projects WUD 06-091 and WUD 07-045 are included in a lump sum contract and the material quantities have been estimated by Florida Design Contractors, Inc. 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 \$829,097.20 with sales tax or \$782,120.00 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 \$782,120.00 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 \$782,120.00 without sales tax, then the Contractor shall be refunded the balance.

**TOTAL CHANGE ORDER NO. 1: <\$829,097.20>**

The budget account numbers and breakdown for Water Treatment Plant No. 3 and Southern Region Water Reclamation Facility respectively are shown below:

<b>Budget Account No.:</b>	<b>Fund</b>	<b>4011</b>	<b>Dept</b>	<b>721</b>	<b>Unit</b>	<b>W003</b>	<b>Object</b>	<b>6541</b>	<b>\$445,318.20</b>
<b>Budget Account No.:</b>	<b>Fund</b>	<b>4011</b>	<b>Dept</b>	<b>721</b>	<b>Unit</b>	<b>W010</b>	<b>Object</b>	<b>6545</b>	<b>\$1,531,334.60</b>

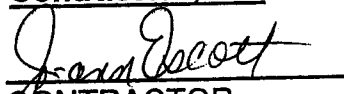

The total contract sum excluding sales tax is \$1,976,652.80

<p><b>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.</b></p>
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**SRWRF SHORT TERM ODOR CONTROL IMPROVEMENTS PROJECT AND  
WTP NO. 3 ODOR CONTROL IMPROVEMENTS PROJECT  
PROJECT NOS. WUD 06-091 and WUD 07-045  
CONTRACT NO. R-2007-  
CHANGE ORDER NO. 1(One)**

The original Contract Sum was:	\$2,805,750.00
Net change by previous Change Orders:	\$0.00
The Contract Sum prior to this Change Order was:	\$2,805,750.00
The Contract Sum will be <b>decreased</b> by this Change Order.	<\$829,097.20>
The new Contract Sum including this Change Order will be	\$1,976,652.80
The Contract time will be increased by:	(0)days
The Date of Substantial Completion including this Change Order:	
Substantial Completion <b>300 days from Notice To Proceed (NTP)</b>	
The Date of Final Completion including this Change Order: <b>330 days from NTP</b>	

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

<u>Palm Beach County Water Utilities Dept</u>	<u>Florida Design Contractors, Inc.</u>	<u>Palm Beach County Board of County Commissioners</u>
		
ENGINEER	CONTRACTOR	OWNER
Diana Rivera, P.E.	Joann D. Escott, Secretary	Addie L. Greene, Chairperson
ADDRESS	ADDRESS	ADDRESS
P.O. Box 16097	1326 S. Killian Drive	P.O. Box 16097
West Palm Beach, FL 33416	Lake Park, FL 33408	West Palm Beach, FL 33416
DATE _____	DATE _____	DATE _____ 

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

ATTEST: SHARON R. BOCK,  
CLERK AND COMPTROLLER:

\_\_\_\_\_  
County Attorney (Corporate Seal)

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

**SRWRF SHORT TERM ODOR CONTROL IMPROVEMENTS PROJECT AND  
WTP NO. 3 ODOR CONTROL IMPROVEMENTS PROJECT  
PROJECT NOS. WUD 06-091 and WUD 07-045  
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 documents from Florida Design Contractors, Inc. 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 times the value of the materials and equipment to be purchased by the County plus the first \$5,000.00 of the purchase price times an additional ½-cent sales tax rate for each of the two (2) purchase orders which equals \$829,097.20. Contractor will act as the County's agent in performing the services required by the Special Conditions.

<b>PO No.</b>	<b>Supplier</b>	<b>Description of Material</b>	<b>Material Price</b>	<b>Sales Tax</b>	<b>Total</b>
1	Indusco	SRWRF (WUD 06-091) - Odor Control Scrubbers, chemical pumps and electrical panels	\$588,340.00	\$35,325.40	\$623,665.40
1	Indusco	WTP No. 3 (WUD 07-045) - Odor Control Scrubbers, chemical pumps and electrical panels	\$193,780.00	\$11,651.80	\$205,431.80
		Totals	\$782,120.00	\$46,977.20	\$829,097.20

**SRWRF SHORT TERM ODOR CONTROL IMPROVEMENTS PROJECT AND  
WTP NO. 3 ODOR CONTROL IMPROVEMENTS PROJECT  
PROJECT NOS. WUD 06-091 and WUD 07-045  
CONTRACT NO. R-2007-  
CHANGE ORDER NO. 1(ONE)**

**COST SUMMARY**

<b><u>C.O. #</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>ADDITIONS</u></b>	<b><u>(DELETIONS)</u></b>	<b><u>NET CHANGE</u></b>
1	Deduction of Materials and equipment.	\$0	<\$829,097.20>	<\$829,097.20>

**SRWRF SHORT TERM ODOR CONTROL IMPROVEMENTS PROJECT AND  
WTP NO. 3 ODOR CONTROL IMPROVEMENTS PROJECT  
PROJECT NOS. WUD 06-091 and WUD 07-045**

**CONTRACT NO. R-2007-  
CHANGE ORDER NO. 1(One)**

- |  |  |
|--|--|
| <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            |

## SCHEDULE 1

### PARTICIPATION OF SBE/MWBE CONTRACTORS

PROJECT NAME: SRWRF Short Term Odor Control Improvements Project      PROJECT NOS. WUD 06-091 & WUD 07-045  
And WTP No.3 Odor Control Improvements Project

NAME OF PRIME CONTRACTOR: Florida Design Contractors, Inc.      CHANGE ORDER NO. 1

CONTACT PERSON: Jo-ann D. Escott, Secretary      PHONE NO: 561-845-1233      FAX NO: 561-848-5992

CONTRACT DATE: September 11, 2007      DEPARTMENT: Water Utilities

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

**PRIME CONTRACTOR TO COMPLETE:**

ORIGINAL CONTRACT PRICE:    \$2,805,750.00      ORIGINAL PARTICIPATION: \$0.00      % PARTICIPATION: 0.00%  
ADJUSTED CONTRACT PRICE:    \$1,976,652.80      ADJUSTED PARTICIPATION: \$0.00      % PARTICIPATION 0.00%

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



**Purchase Requisition Request Form**  
 SRWRF Short Term Odor Control Improvements  
 Project Nos. WUD 06-091  
 Palm Beach County, Florida

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

**ATTACHMENT B**  
 Per Palm Beach County  
 PO # PBC 06-091 - 1

**Issued To:**

Indusco Environmental Services, Inc.  
 PO Box 723365  
 Atlanta, GA 31139

**Delivery Address:**

Southern Region Water Reclamation Facility,  
 12751 Hagen Ranch Road, Boynton Beach, FL 33437  
**Call for delivery instruction: (561)**

Date	Project No.	Deliverery Date	Ship via	F.O.B.	Terms
	WUD 06-091	As ordered by Florida Design Contractors	VENDOR	Project Site	Net 30

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


Attachments:

1. Palm Beach County Purchase Order #06-091 - 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.

Notes:

1. Contract Schedule: Schedule Shipment as coordinated by Florida Design Contractors. Submit a minimum of ten (10) 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 06-091
4. Materials for FOB jobsite.
5. All shipments must be labeled "County Furnished material for Project No. WUD 06-091"
6. Materials shall be complete and in strict accordance with Plans and Specifications prepared by PBCWUD for SRWRF - Short Term Odor Control Improvement Project (WUD 06-091), including Addendum Nos. 1, 2, and 3.
7. All deliveries must be scheduled 24 hours in advance. Receiving hours are Monday - Friday (excluding County Hollidays) 7:30 AM - 3:00 PM

Quantity	Description	Unit Cost	Total
See Attachment	See Attachment	See Attachment	\$623,665.40
		S&H	Included
		SubTotal	\$623,665.40
		Sales Tax Rate	Exempt
		Sales Tax	0.00
		<b>Total Due</b>	<b>\$623,665.40</b>

  
 Authorized Signature: Project Representative  
 Greg Williams

**Palm Beach County Sales Tax Recovery Program**  
 Project No. WUD 06-091 - Southern Region Water Reclamation Facility  
 Short Term Odor Control Improvements  
 Contractor - Florida Design Contractors

PO No.	Supplier	Description of Material	Material Price	Sales Tax	Total
1	Indusco Environmental Services	Odor Control Scrubber, chemical pumps and electrical panels.	\$588,340.00	\$35,325.40	\$623,665.40
		<b>Totals</b>	\$588,340.00	\$35,325.40	\$623,665.40

**Indusco Environmental Services Inc.**

P.O. Box 723365

Atlanta, Georgia 31139

770-739-5929 — Fax 770-739-6139

*www.induscoenviro.com*

July 16, 2007

Revised August 16, 2007

REF: Palm Beach County - Southern Region Water Reclamation Facility &  
Water Treatment Plant 3

Section 15888 — Odor Control Systems

Section 15885 — Water Treatment Plant No. 3 — Odor Control System

Section 11255 — Peristaltic Tubing and Hose Pumps

Section 11249 — Chemical Metering Pumps

Section 15892 — Fiberglass Reinforced Plastic Ductwork

Section 15920 — Air Butterfly Valves

Indusco Environmental Services Inc. proposes to furnish the equipment and services required for the Odor Control System. Proposal No: 1E27266.

**SOUTHERN REGION WATER RECLAMATION FACILITY**

**Section 15888 — Odor Control Systems**

The following system is to function as one (1) two stage system. Each system includes chemical scrubbers, recycle pumps, metering pumps, instruments, control panel, ductwork, dampers, chemical storage tanks, equipment drawings, documentation, operational manuals, field installation inspection/certification, field calibration of equipment, field start up and operator training.

**Two Stage Vertical Packed Tower Odor Control Systems.**

**Packed Bed Scrubbers:**

Two (2) Indusco Environmental Service FRP Countercurrent Packed Bed Odor Control Scrubbers. Units to be 10'-0" diameter X 24'-3" overall height. Complete with all internals, manways, fittings, hold down lugs/clips, lifting lugs, exterior piping support clips. The ladder and platform is included.

The stage 2 scrubber will be equipped with a 54" diameter X 11'-4" tall FRP exhaust stack.

**Recirculation Pumps:**

Four (4) Recirculation Pumps, rated for 670 gpm @ 48' TDH, Alloy 20 construction. Horizontal, single suction, ANSI pump with oil filled transmission, base plate, coupling, coupling guard, flange inlet x flange outlet, TEFC mill & chem. motor.

**Metering Pumps:**

Four (4) Sodium Hydroxide Metering Diaphragm Pumps, with listed spare parts.  
MP-1, 2, 3, 4.

Four (4) VFD Control Panels for each MP-1, 2, 3, 4.

Four (4) Sodium Hypochlorite Hydroxide Peristaltic Hose Pumps, with listed spare parts. MP1,2,3,4.

Four (4) VFD Control Panels for each MP-1, 2, 3, 4.

**Instrumentation:**

Instrumentation listed is included in the scrubber system package.

Two (2) pH Probes

Two (2) pH Transmitters

Two (2) ORP Probes

Two (2) ORP Transmitters

Two (2) Recirculation Pressure Gauges

Two (2) Differential Pressure Gauges

Four (4) Capacitance Type Sump Level Transmitters with clear PVC stilling wells, two for new scrubber, two for existing scrubbers. Indusco to install the stilling wells in the two existing scrubbers.

Two (2) Water Solenoid Valves

**Control Panel:**

Qty: 1 30" X 30" X 12" Nema 4X Wall Mounted Enclosure

Qty: 1 Incoming 120 VAC 1 Phase CB

Qty: 1 Incoming control power Surge Suppressor

Qty: 6 Analog Surge Suppressor for pH, ORP and Sump Level

Qty: 2 Digital Indicators for Sump Level, 4-20 mA Input / Output, 120 VAC

Qty: 1 120VAC/ 24 VDC power supply, 1 .0 Amp for Sump Level Transmitter.

Qty: 4 Hand/Off/Auto Selector Switch, 30 mm, for Recirculation Pumps

Qty: Lot Terminal Blocks

Qty: 1 UL Panel Label

**Ductwork and Dampers:**

Ductwork and Positive Seal Dampers to be fabricated of fiberglass reinforced plastic (FRP) per NBS P515-69 and ASTM 3299 minimum 1/4" thickness with Y<sub>2</sub>" flanges, resin Hetron FR992.

Two (2) IES positive seal 0-ring dampers, size 54" diameter, flanged x flanged, Electric actuators with limit switches and hand wheel,

One (1) Replacement transition, 54" diameter flanged to 24" x 102" flanged rectangular flanged connection at existing scrubber (to allow for isolation damper).

One (1) Stub spool 54" diameter x 8" long plain x flange (field trim and install into side of existing ductwork wye location).

One (1) Mitered elbow to new scrubber gas inlet.

One (1) Scrubber gas inlet transition, 54" diameter flanged to 24" x 102" flanged rectangular connection at existing scrubber.

- One (1) Interconnecting ductwork between scrubbers # 3 and # 4, 54" diameter with top gas inlet transition to scrubber # 4 and 24" x 102" flanged rectangular flanged connection.
- One (1) Exhaust stack on top of Scrubber # 4, 54" diameter x 11'-4" tall.

Field Services and materials for 54" duct spool tie in at existing ductwork. No installation of additional duct or dampers is included.

**Chemical Storage Tanks:**

- One (1) NaOH — 25% solution, 4,500 gallon, 1.57 specific gravity, flat bottom, dome top, flanged fittings, top and side bolted access manway, vent, FRP ladder, hold down lugs, lift lugs.
- One (1) NaOCl — 13% solution, 6,000 gallon, 1.12 specific gravity, flat bottom, dome top, flanged fittings, top and side bolted access manway, vent, FRP ladder, hold down lugs, lift lugs.
- One (1) HCL — 50% solution, 5,500 gallon, 1.10 specific gravity, flat bottom, dome top, flanged fittings, top and side bolted access manway, vent, FRP ladder, hold down lugs, lift lugs.

**Chemical Storage Tanks, Level Instruments:**

- Three (3) Milltronics, Hydro Ranger, Ultrasonic Level Transducer 3" 1 SOlb flange type.
- Three (3) Milltronics, Hydro Ranger, Ultrasonic Level Transmitter, 120/1/60, 4-20 mA output.

**PALM BEACH WTP #3**

**Section 15888 — Water Treatment Plant No. 3 - Odor Control System**

The following system is to function as one (1) single stage system. Includes chemical scrubber, recycle pumps, metering pump, instruments, control panel, ductwork, damper, equipment drawings, documentation, operational manuals, field installation inspection/certification, field calibration of equipment, field start up and operator training.

**Packed Bed Scrubber:**

One (1) Indusco Environmental Service FRP Countercurrent Packed Bed Odor Control Scrubbers. Units to be 12'-0" diameter X 24'-3" overall height. Complete with all internals, manways, fittings, hold down lugs/clips, lifting lugs, exterior piping support clips.

The platform/ladder added by addendum is included.

The stage 2 scrubber will be equipped with a 54" diameter X 11'-4" tall FRP exhaust stack.

**Recirculation Pumps:**

Two (2) Scrubber recycle pumps with motor.

**Metering Pump:**

One (1) NaOH Meter Pump with 90 VDC motor.

**Instrumentation:**

One (1) pH Probes  
One (1) pH Transmitters  
One (1) ORP Probes  
One (1) ORP Transmitter  
One (1) Recirculation Pressure Gauge  
One (1) Differential Pressure Gauge  
One (1) Capacitance Type Sump Level Transmitters with clear PVC stilling well  
One (1) Water Solenoid Valve

**Control Panel:**

Qty: 1 30" X 30" X 12" Nema 4X Wall Mounted Enclosure  
Qty: 1 Main Disconnect CB, 80 Amp, 460 VAC, 3 Phase with N-4X Door Handle  
Qty: 2 20.0 HP, 460 VAC, 3 Phase Contactor w/ 32 Amp CB for Recirculation Pumps  
Qty: 2 1/2HP, 120 VAC Metering Pump CB and Control Relay  
Qty: 1 Incoming 460 VAC 3 Phase power surge suppressor  
Qty: 1 Phase Monitor, 460 VAC 3 Phase  
Qty: 1 Control Transformer, 460/120 VAC, 1000VA  
Qty: 1 Safety Shower Power CB per Add. # 2  
Qty: 4 Hand/Off/Auto Selector Switch, 30 mm, for Recirculation Pumps/ MP  
Qty: 8 Indicator, 30 mm, Full voltage type 120 VAC, RUN/FAIL  
Qty: 2 Elapsed Time Meter for Recirculation Pump  
Qty: 6 Control Relays for Interlock and Re Transmitting to Remote PLC  
Qty: Lot Terminal Blocks  
Qty: 1 UL Panel Label

**Ductwork and Dampers:**

One (1) 48" 90 Elbow with 4'-0" duct spool  
One (1) 48" Damper flange x flange

**Spare Parts and Miscellaneous Items:**

One (1) set gaskets  
One (1) set spray nozzles  
Three (3) sets of belts and sheaves for existing blowers

**Field Services and Testing:**

Lot, equipment drawings, equipment data sheets, documentation submittals, operational and service manuals. Manufacturers Field Services to include equipment installation check out and certification, start up of each supplied equipment item.

**Not Included:**

Foundations, field installation of equipment (except duct spool connection to existing duct), Chemical piping and fittings, liquid valves, ductwork, instruments and gauges (other than listed), electrical power & instrument wiring, duct supports or hangers. No chemicals are supplied for chemical tanks. No gaskets or bolts are supplied except on vessel manways, unless otherwise noted in this proposal.

**Warranty and Quality Assurance:**

The systems as designed have been completely reviewed; each item required will be supplied as per specification or upgraded for best performance. All custom fabricated equipment supplied by Indusco Environmental Services is warranted for a minimum of two year from shipment date. All equipment buy-outs are supplied with standard manufacturer's warranty. All items comply with engineering standard practice, federal and state construction requirements and codes.

**Terms and Conditions:**

- Submittal with drawings available within 3-4 weeks ARO.
- Shipment 10-12 weeks after receipt of approval submittal and drawings.
- Payment net 20 days after shipment.
- Indusco Environmental Services Inc. standard terms and conditions apply.
- Proposal is valid for acceptance for 30 days.
- Freight to jobsite included.
- Payment terms are 10% due with submittal approval, balance net 30 days from date of shipment.
- Southern Region Water Reclamation Facility.

**Southern Region WRF:**

Scrubber Units	\$155,000.00
Instruments & Controls	\$118,905.00
Pumps .Recycle	\$70,000.00
Ductwork	\$68,200.00
Tanks & Level Instruments	\$65,200.00
Freight	\$32,285.00
Scrubber Internals	\$25,850.00
Dampers	\$21,000.00
Meter Pumps	\$18,200.00
Field Service .Labor	\$0.00
Supports (ductwork)	\$8,500.00
Stilling Well -Material	\$5,200.00
Start Up .Labor	<u>\$0.00</u>
<b>Total SRWRF</b>	<b>\$588,340.00</b>

**WTP#3:**

Scrubber & Platform	\$82,280.00
Instruments & Panel	\$23,500.00
Pumps .Recycle	\$23,000.00
Ductwork	\$22,935.00
Internals	\$18,300.00
Freight	\$11,765.00
Meter Pump	\$6,500.00
Damper	\$5,500.00
Start Up .Labor	<u>\$0.00</u>
<b>Total WTP3</b>	<b>\$193,780.00</b>

Thank you for considering Indusco Environmental Services Inc. for your air pollution control and chemical process requirements. Please review and let us know if you need any additional information or clarifications.

Yours truly,

Dan Vaughan

[www.induscoenviro.com](http://www.induscoenviro.com)  
[dan@induscoenviro.com](mailto:dan@induscoenviro.com)

Representatives: Moss Kelley, Inc.  
3300 University Drive, Suite 705  
Coral Springs, FL 33065

John M. Mushinsky  
James B. Kelley  
(954)755-2092



**Purchase Requisition Request Form**

Water Treatment Plant No. 3 Odor Control Improvements  
Project Nos. WUD 07-045  
Palm Beach County, Florida

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

**ATTACHMENT B**  
Per Palm Beach County  
PO # PBC 07-045 - 1

**Issued To:**

Indusco Environmental Services, Inc.  
PO Box 723365  
Atlanta, GA 31139

**Delivery Address:**

Water Treatment Plant No. 3,  
13026 Jog Road, Delray Beach, FL 33446  
**Call for delivery instruction: (561)**

Date	Project No.	Deliverery Date	Ship via	F.O.B.	Terms
8/16/2007	WUD 07-045	As ordered by Florida Design Contractors	VENDOR	Project Site	Net 30

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


**Attachments:**

1. Palm Beach County Purchase Order #07-045 - 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.

**Notes:**

1. Contract Schedule: Schedule Shipment as coordinated by Florida Design Contractors. Submit a minimum of ten (10) 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 07-045
4. Materials for FOB jobsite.
5. All shipments must be labeled "County Furnished material for Project No. WUD 07-045"
6. Materials shall be complete and in strict accordance with Plans and Specifications prepared by PBCWUD for WTP No. 3 - Odor Control Improvement Project (WUD 07-045), including Addendum Nos. 1, 2, and 3.
7. All deliveries must be scheduled 24 hours in advance. Receiving hours are Monday - Friday (excluding County Hollidays) 7:30 AM - 3:00 PM

Quantity	Description	Unit Cost	Total
See Attachment	See Attachment	See Attachment	\$205,431.80
		S&H	Included
		SubTotal	\$205,431.80
		Sales Tax Rate	Exempt
		Sales Tax	0.00
		<b>Total Due</b>	<b>\$205,431.80</b>

  
Authorized Signature: Project Representative  
Greg Williams

**Palm Beach County Sales Tax Recovery Program**  
 Project No. WUD 07-045 - Water Treatment Plant No. 3  
 Odor Control Improvements  
 Contractor - Florida Design Contractors

PO No.	Supplier	Description of Material	Material Price	Sales Tax	Total
1	Indusco Environmental Services	Odor Control Scrubber, chemical pumps and electrical panels.	\$193,780.00	\$11,651.80	\$205,431.80
		<b>Totals</b>	\$193,780.00	\$11,651.80	\$205,431.80

**Indusco Environmental Services Inc.**  
P.O. Box 723365  
Atlanta, Georgia 31139  
770-739-5929 — Fax 770-739-6139  
*www.induscoenviro.com*

July 16, 2007

Revised August 16, 2007

REF: Palm Beach County - Southern Region Water Reclamation Facility & Water Treatment Plant 3

Section 15888 — Odor Control Systems  
Section 15885 — Water Treatment Plant No. 3 — Odor Control System  
Section 11255 — Peristaltic Tubing and Hose Pumps  
Section 11249 — Chemical Metering Pumps  
Section 15892 — Fiberglass Reinforced Plastic Ductwork  
Section 15920 — Air Butterfly Valves

Indusco Environmental Services Inc. proposes to furnish the equipment and services required for the Odor Control System. Proposal No: 1E27266.

### SOUTHERN REGION WATER RECLAMATION FACILITY

#### **Section 15888 — Odor Control Systems**

The following system is to function as one (1) two stage system. Each system includes chemical scrubbers, recycle pumps, metering pumps, instruments, control panel, ductwork, dampers, chemical storage tanks, equipment drawings, documentation, operational manuals, field installation inspection/certification, field calibration of equipment, field start up and operator training.

#### **Two Stage Vertical Packed Tower Odor Control Systems.**

##### **Packed Bed Scrubbers:**

Two (2) Indusco Environmental Service FRP Countercurrent Packed Bed Odor Control Scrubbers. Units to be 10'-0" diameter X 24'-3" overall height. Complete with all internals, manways, fittings, hold down lugs/clips, lifting lugs, exterior piping support clips. The ladder and platform is included.

The stage 2 scrubber will be equipped with a 54" diameter X 11'-4" tall FRP exhaust stack.

##### **Recirculation Pumps:**

Four (4) Recirculation Pumps, rated for 670 gpm @ 48' TDH, Alloy 20 construction. Horizontal, single suction, ANSI pump with oil filled transmission, base plate, coupling, coupling guard, flange inlet x flange outlet, TEFC mill & chem. motor.

##### **Metering Pumps:**

Four (4) Sodium Hydroxide Metering Diaphragm Pumps, with listed spare parts.  
MP-1, 2, 3, 4.

Four (4) VFD Control Panels for each MP-1, 2, 3, 4.

Four (4) Sodium Hypochlorite Hydroxide Peristaltic Hose Pumps, with listed spare parts. MP1,2,3,4.

Four (4) VFD Control Panels for each MP-1, 2, 3, 4.

**Instrumentation:**

Instrumentation listed is included in the scrubber system package.

Two (2) pH Probes

Two (2) pH Transmitters

Two (2) ORP Probes

Two (2) ORP Transmitters

Two (2) Recirculation Pressure Gauges

Two (2) Differential Pressure Gauges

Four (4) Capacitance Type Sump Level Transmitters with clear PVC stilling wells, two for new scrubber, two for existing scrubbers. Indusco to install the stilling wells in the two existing scrubbers.

Two (2) Water Solenoid Valves

**Control Panel:**

Qty: 1 30" X 30" X 12" Nema 4X Wall Mounted Enclosure

Qty: 1 Incoming 120 VAC 1 Phase CB

Qty: 1 Incoming control power Surge Suppressor

Qty: 6 Analog Surge Suppressor for pH, ORP and Sump Level

Qty: 2 Digital Indicators for Sump Level, 4-20 mA Input / Output, 120 VAC

Qty: 1 120VAC/ 24 VDC power supply, 1 .0 Amp for Sump Level Transmitter.

Qty: 4 Hand/Off/Auto Selector Switch, 30 mm, for Recirculation Pumps

Qty: Lot Terminal Blocks

Qty: 1 UL Panel Label

**Ductwork and Dampers:**

Ductwork and Positive Seal Dampers to be fabricated of fiberglass reinforced plastic (FRP) per NBS P515-69 and ASTM 3299 minimum 1/4" thickness with Y<sub>2</sub>" flanges, resin Hetron FR992.

Two (2) IES positive seal 0-ring dampers, size 54" diameter, flanged x flanged, Electric actuators with limit switches and hand wheel,

One (1) Replacement transition, 54" diameter flanged to 24" x 102" flanged rectangular flanged connection at existing scrubber (to allow for isolation damper).

One (1) Stub spool 54" diameter x 8" long plain x flange (field trim and install into side of existing ductwork wye location).

One (1) Mitered elbow to new scrubber gas inlet.

One (1) Scrubber gas inlet transition, 54" diameter flanged to 24" x 102" flanged rectangular connection at existing scrubber.

- One (1) Interconnecting ductwork between scrubbers # 3 and # 4, 54" diameter with top gas inlet transition to scrubber # 4 and 24" x 102" flanged rectangular flanged connection.
- One (1) Exhaust stack on top of Scrubber # 4, 54" diameter x 11'-4" tall.

Field Services and materials for 54" duct spool tie in at existing ductwork. No installation of additional duct or dampers is included.

**Chemical Storage Tanks:**

- One (1) NaOH — 25% solution, 4,500 gallon, 1.57 specific gravity, flat bottom, dome top, flanged fittings, top and side bolted access manway, vent, FRP ladder, hold down lugs, lift lugs.
- One (1) NaOCl — 13% solution, 6,000 gallon, 1.12 specific gravity, flat bottom, dome top, flanged fittings, top and side bolted access manway, vent, FRP ladder, hold down lugs, lift lugs.
- One (1) HCL — 50% solution, 5,500 gallon, 1.10 specific gravity, flat bottom, dome top, flanged fittings, top and side bolted access manway, vent, FRP ladder, hold down lugs, lift lugs.

**Chemical Storage Tanks, Level Instruments:**

- Three (3) Milltronics, Hydro Ranger, Ultrasonic Level Transducer 3" 1 SOlb flange type.
- Three (3) Milltronics, Hydro Ranger, Ultrasonic Level Transmitter, 120/1/60, 4-20 mA output.

**PALM BEACH WTP #3**

**Section 15888 — Water Treatment Plant No. 3 - Odor Control System**

The following system is to function as one (1) single stage system. Includes chemical scrubber, recycle pumps, metering pump, instruments, control panel, ductwork, damper, equipment drawings, documentation, operational manuals, field installation inspection/certification, field calibration of equipment, field start up and operator training.

**Packed Bed Scrubber:**

- One (1) Indusco Environmental Service FRP Countercurrent Packed Bed Odor Control Scrubbers. Units to be 12'-0" diameter X 24'-3" overall height. Complete with all internals, manways, fittings, hold down lugs/clips, lifting lugs, exterior piping support clips.

The platform/ladder added by addendum is included.

The stage 2 scrubber will be equipped with a 54" diameter, X 11'-4" tall FRP exhaust stack.

**Recirculation Pumps:**

- Two (2) Scrubber recycle pumps with motor.

**Metering Pump:**

- One (1) NaOH Meter Pump with 90 VDC motor.

**Instrumentation:**

- One (1) pH Probes
- One (1) pH Transmitters
- One (1) ORP Probes
- One (1) ORP Transmitter
- One (1) Recirculation Pressure Gauge
- One (1) Differential Pressure Gauge
- One (1) Capacitance Type Sump Level Transmitters with clear PVC stilling well
- One (1) Water Solenoid Valve

**Control Panel:**

- Qty: 1 30" X 30" X 12" Nema 4X Wall Mounted Enclosure
- Qty: 1 Main Disconnect CB, 80 Amp, 460 VAC, 3 Phase with N-4X Door Handle
- Qty: 2 20.0 HP, 460 VAC, 3 Phase Contactor w/ 32 Amp CB for Recirculation Pumps
- Qty: 2 1/2HP, 120 VAC Metering Pump CB and Control Relay
- Qty: 1 Incoming 460 VAC 3 Phase power surge suppressor
- Qty: 1 Phase Monitor, 460 VAC 3 Phase
- Qty: 1 Control Transformer, 460/120 VAC, 1000VA
- Qty: 1 Safety Shower Power CB per Add. # 2
- Qty: 4 Hand/Off/Auto Selector Switch, 30 mm, for Recirculation Pumps/ MP
- Qty: 8 Indicator, 30 mm, Full voltage type 120 VAC, RUN/FAIL
- Qty: 2 Elapsed Time Meter for Recirculation Pump
- Qty: 6 Control Relays for Interlock and Re Transmitting to Remote PLC
- Qty: Lot Terminal Blocks
- Qty: 1 UL Panel Label

**Ductwork and Dampers:**

- One (1) 48" 90 Elbow with 4'-0" duct spool
- One (1) 48" Damper flange x flange

**Spare Parts and Miscellaneous Items:**

- One (1) set gaskets
- One (1) set spray nozzles
- Three (3) sets of belts and sheaves for existing blowers

**Field Services and Testing:**

Lot, equipment drawings, equipment data sheets, documentation submittals, operational and service manuals. Manufacturers Field Services to include equipment installation check out and certification, start up of each supplied equipment item.

**Not Included:**

Foundations, field installation of equipment (except duct spool connection to existing duct), Chemical piping and fittings, liquid valves, ductwork, instruments and gauges (other than listed), electrical power & instrument wiring, duct supports or hangers. No chemicals are supplied for chemical tanks. No gaskets or bolts are supplied except on vessel manways, unless otherwise noted in this proposal.

**Warranty and Quality Assurance:**

The systems as designed have been completely reviewed; each item required will be supplied as per specification or upgraded for best performance. All custom fabricated equipment supplied by Indusco Environmental Services is warranted for a minimum of two year from shipment date. All equipment buy-outs are supplied with standard manufacturer's warranty. All items comply with engineering standard practice, federal and state construction requirements and codes.

**Terms and Conditions:**

- Submittal with drawings available within 3-4 weeks ARO.
- Shipment 10-12 weeks after receipt of approval submittal and drawings.
- Payment net 20 days after shipment.
- Indusco Environmental Services Inc. standard terms and conditions apply.
- Proposal is valid for acceptance for 30 days.
- Freight to jobsite included.
- Payment terms are 10% due with submittal approval, balance net 30 days from date of shipment.
- Southern Region Water Reclamation Facility.

**Southern Region WRF:**

Scrubber Units	\$155,000.00
Instruments & Controls	\$118,905.00
Pumps .Recycle	\$70,000.00
Ductwork	\$68,200.00
Tanks & Level Instruments	\$65,200.00
Freight	\$32,285.00
Scrubber Internals	\$25,850.00
Dampers	\$21,000.00
Meter Pumps	\$18,200.00
Field Service .Labor	\$0.00
Supports (ductwork)	\$8,500.00
Stilling Well .Material	\$5,200.00
Start Up .Labor	\$0.00
<b>Total SRWRF</b>	<b>\$588,340.00</b>

**WTP#3:**

Scrubber & Platform	\$82,280.00
Instruments & Panel	\$23,500.00
Pumps .Recycle	\$23,000.00
Ductwork	\$22,935.00
Internals	\$18,300.00
Freight	\$11,765.00
Meter Pump	\$6,500.00
Damper	\$5,500.00
Start Up .Labor	\$0.00
<b>Total WTP3</b>	<b>\$193,780.00</b>

Purchase Order Documents  
For  
Equipment and Materials  
Sales Tax Recovery

WUD 06-091  
Southern Region Water Reclamation Facility Short Term Odor Control  
Improvements Project

And

WUD 07-045  
Water Treatment Plant No 3 Odor Control Improvements Project





**WATER UTILITIES DEPARTMENT  
INTEROFFICE MEMORANDUM**

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DATE: August 20, 2007  
TO: Jim Mize, Chief Assistant County Attorney  
FROM: Diana Rivera, P.E. through  
Brian Shields, P.E., Deputy Director  
Water Utilities Department  
RE: Southern Region Water Reclamation Facility  
Short Term Odor Control Improvements Project / WUD 06-091  
Sales Tax Recovery on Owner Furnished Material  
Attorney Approval Form - Purchase Order No. WUD 06-091 - 1

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**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 Diana Rivera at 493-6117.

Please Check One:

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

\_\_\_\_\_ Returned to Water Utilities with comments (WUD - Attn: Diana Rivera, 493-6117)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

c: Brian Shields, P.E.  
Steve McGrew, P.E.  
File 06-091-1

## 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 **Southern Region Water Reclamation Facility, Short Term Odor Control Improvements, and Water Treatment Plant No. 3, Odor Control Improvements** (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 bailer 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: odor control scrubbers, chemical pumps, and electrical panels.

**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**



**Purchase Requisition Request Form**  
 SRWRF Short Term Odor Control Improvements  
 Project Nos. WUD 06-091  
 Palm Beach County, Florida

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

**ATTACHMENT B**  
 Per Palm Beach County  
 PO # PBC 06-091 - 1

**Issued To:**

Indusco Environmental Services, Inc.  
 PO Box 723365  
 Atlanta, GA 31139

**Delivery Address:**

Southern Region Water Reclamation Facility,  
 12751 Hagen Ranch Road, Boynton Beach, FL 33437  
**Call for delivery instruction: (561)**

Date	Project No.	Delivery Date	Ship via	F.O.B.	Terms
	WUD 06-091	As ordered by Florida Design Contractors	VENDOR	Project Site	Net 30

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


Attachments:

1. Palm Beach County Purchase Order #06-091 - 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.

Notes:

1. Contract Schedule: Schedule Shipment as coordinated by Florida Design Contractors. Submit a minimum of ten (10) 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 06-091
4. Materials for FOB jobsite.
5. All shipments must be labeled "County Furnished material for Project No. WUD 06-091"
6. Materials shall be complete and in strict accordance with Plans and Specifications prepared by PBCWUD for SRWRF - Short Term Odor Control Improvement Project (WUD 06-091), including Addendum Nos. 1, 2, and 3.
7. All deliveries must be scheduled 24 hours in advance. Receiving hours are Monday - Friday (excluding County Hollidays) 7:30 AM - 3:00 PM

Quantity	Description	Unit Cost	Total
See Attachment	See Attachment	See Attachment	\$623,665.40
		S&H	Included
		SubTotal	\$623,665.40
		Sales Tax Rate	Exempt
		Sales Tax	0.00
		<b>Total Due</b>	<b>\$623,665.40</b>

  
 Authorized Signature: Project Representative  
 Greg Williams

**Palm Beach County Sales Tax Recovery Program**  
 Project No. WUD 06-091 - Southern Region Water Reclamation Facility  
 Short Term Odor Control Improvements  
 Contractor - Florida Design Contractors

PO No.	Supplier	Description of Material	Material Price	Sales Tax	Total
1	Indusco Environmental Services	Odor Control Scrubber, chemical pumps and electrical panels.	\$588,340.00	\$35,325.40	\$623,665.40
		<b>Totals</b>	\$588,340.00	\$35,325.40	\$623,665.40

**Indusco Environmental Services Inc.**  
P.O. Box 723365  
Atlanta, Georgia 31139  
770-739-5929 — Fax 770-739-6139  
[www.induscoenviro.com](http://www.induscoenviro.com)

July 16, 2007

Revised August 16, 2007

REF: Palm Beach County - Southern Region Water Reclamation Facility & Water Treatment Plant 3

Section 15888 — Odor Control Systems  
Section 15885 — Water Treatment Plant No. 3 — Odor Control System  
Section 11255 — Peristaltic Tubing and Hose Pumps  
Section 11249 — Chemical Metering Pumps  
Section 15892 — Fiberglass Reinforced Plastic Ductwork  
Section 15920 — Air Butterfly Valves

Indusco Environmental Services Inc. proposes to furnish the equipment and services required for the Odor Control System. Proposal No: 1E27266.

### **SOUTHERN REGION WATER RECLAMATION FACILITY**

#### **Section 15888 — Odor Control Systems**

The following system is to function as one (1) two stage system. Each system includes chemical scrubbers, recycle pumps, metering pumps, instruments, control panel, ductwork, dampers, chemical storage tanks, equipment drawings, documentation, operational manuals, field installation inspection/certification, field calibration of equipment, field start up and operator training.

#### **Two Stage Vertical Packed Tower Odor Control Systems.**

##### **Packed Bed Scrubbers:**

Two (2) Indusco Environmental Service FRP Countercurrent Packed Bed Odor Control Scrubbers. Units to be 10'-0" diameter X 24'-3" overall height. Complete with all internals, manways, fittings, hold down lugs/clips, lifting lugs, exterior piping support clips. The ladder and platform is included.

The stage 2 scrubber will be equipped with a 54" diameter X 11'-4" tall FRP exhaust stack.

##### **Recirculation Pumps:**

Four (4) Recirculation Pumps, rated for 670 gpm @ 48' TDH, Alloy 20 construction. Horizontal, single suction, ANSI pump with oil filled transmission, base plate, coupling, coupling guard, flange inlet x flange outlet, TEFC mill & chem. motor.

##### **Metering Pumps:**

Four (4) Sodium Hydroxide Metering Diaphragm Pumps, with listed spare parts.  
MP-1, 2, 3, 4.

Four (4) VFD Control Panels for each MP-1, 2, 3, 4.

Four (4) Sodium Hypochlorite Hydroxide Peristaltic Hose Pumps, with listed spare parts. MP1,2,3,4.  
Four (4) VFD Control Panels for each MP-1, 2, 3, 4.

**Instrumentation:**

Instrumentation listed is included in the scrubber system package.

Two (2) pH Probes

Two (2) pH Transmitters

Two (2) ORP Probes

Two (2) ORP Transmitters

Two (2) Recirculation Pressure Gauges

Two (2) Differential Pressure Gauges

Four (4) Capacitance Type Sump Level Transmitters with clear PVC stilling wells, two for new scrubber, two for existing scrubbers. Indusco to install the stilling wells in the two existing scrubbers.

Two (2) Water Solenoid Valves

**Control Panel:**

Qty: 1 30" X 30" X 12" Nema 4X Wall Mounted Enclosure

Qty: 1 Incoming 120 VAC 1 Phase CB

Qty: 1 Incoming control power Surge Suppressor

Qty: 6 Analog Surge Suppressor for pH, ORP and Sump Level

Qty: 2 Digital Indicators for Sump Level, 4-20 mA Input / Output, 120 VAC

Qty: 1 120VAC/ 24 VDC power supply, 1 .0 Amp for Sump Level Transmitter.

Qty: 4 Hand/Off/Auto Selector Switch, 30 mm, for Recirculation Pumps

Qty: Lot Terminal Blocks

Qty: 1 UL Panel Label

**Ductwork and Dampers:**

Ductwork and Positive Seal Dampers to be fabricated of fiberglass reinforced plastic (FRP) per NBS P515-69 and ASTM 3299 minimum 1/4" thickness with Y<sub>2</sub>" flanges, resin Hetron FR992.

Two (2) IES positive seal 0-ring dampers, size 54" diameter, flanged x flanged, Electric actuators with limit switches and hand wheel,

One (1) Replacement transition, 54" diameter flanged to 24" x 102" flanged rectangular flanged connection at existing scrubber (to allow for isolation damper).

One (1) Stub spool 54" diameter x 8" long plain x flange (field trim and install into side of existing ductwork wye location).

One (1) Mitered elbow to new scrubber gas inlet.

One (1) Scrubber gas inlet transition, 54" diameter flanged to 24" x 102" flanged rectangular connection at existing scrubber.

- One (1) Interconnecting ductwork between scrubbers # 3 and # 4, 54" diameter with top gas inlet transition to scrubber # 4 and 24" x 102" flanged rectangular flanged connection.
- One (1) Exhaust stack on top of Scrubber # 4, 54" diameter x 11'-4" tall.

Field Services and materials for 54" duct spool tie in at existing ductwork. No installation of additional duct or dampers is included.

**Chemical Storage Tanks:**

- One (1) NaOH — 25% solution, 4,500 gallon, 1.57 specific gravity, flat bottom, dome top, flanged fittings, top and side bolted access manway, vent, FRP ladder, hold down lugs, lift lugs.
- One (1) NaOCl — 13% solution, 6,000 gallon, 1.12 specific gravity, flat bottom, dome top, flanged fittings, top and side bolted access manway, vent, FRP ladder, hold down lugs, lift lugs.
- One (1) HCL — 50% solution, 5,500 gallon, 1.10 specific gravity, flat bottom, dome top, flanged fittings, top and side bolted access manway, vent, FRP ladder, hold down lugs, lift lugs.

**Chemical Storage Tanks, Level Instruments:**

- Three (3) Milltronics, Hydro Ranger, Ultrasonic Level Transducer 3" 1 SOlb flange type.
- Three (3) Milltronics, Hydro Ranger, Ultrasonic Level Transmitter, 120/1/60, 4-20 mA output.

**PALM BEACH WTP #3**

**Section 15888 — Water Treatment Plant No. 3 - Odor Control System**

The following system is to function as one (1) single stage system. Includes chemical scrubber, recycle pumps, metering pump, instruments, control panel, ductwork, damper, equipment drawings, documentation, operational manuals, field installation inspection/certification, field calibration of equipment, field start up and operator training.

**Packed Bed Scrubber:**

- One (1) Indusco Environmental Service FRP Countercurrent Packed Bed Odor Control Scrubbers. Units to be 12'-0" diameter X 24'-3" overall height. Complete with all internals, manways, fittings, hold down lugs/clips, lifting lugs, exterior piping support clips.

The platform/ladder added by addendum is included.

The stage 2 scrubber will be equipped with a 54" diameter X 11'-4" tall FRP exhaust stack.

**Recirculation Pumps:**

- Two (2) Scrubber recycle pumps with motor.

**Metering Pump:**

- One (1) NaOH Meter Pump with 90 VDC motor.

**Instrumentation:**

- One (1) pH Probes
- One (1) pH Transmitters
- One (1) ORP Probes
- One (1) ORP Transmitter
- One (1) Recirculation Pressure Gauge
- One (1) Differential Pressure Gauge
- One (1) Capacitance Type Sump Level Transmitters with clear PVC stilling well
- One (1) Water Solenoid Valve

**Control Panel:**

- Qty: 1 30" X 30" X 12" Nema 4X Wall Mounted Enclosure
- Qty: 1 Main Disconnect CB, 80 Amp, 460 VAC, 3 Phase with N-4X Door Handle
- Qty: 2 20.0 HP, 460 VAC, 3 Phase Contactor w/ 32 Amp CB for Recirculation Pumps
- Qty: 2 1/2HP, 120 VAC Metering Pump CB and Control Relay
- Qty: 1 Incoming 460 VAC 3 Phase power surge suppressor
- Qty: 1 Phase Monitor, 460 VAC 3 Phase
- Qty: 1 Control Transformer, 460/120 VAC, 1000VA
- Qty: 1 Safety Shower Power CB per Add. # 2
- Qty: 4 Hand/Off/Auto Selector Switch, 30 mm, for Recirculation Pumps/ MP
- Qty: 8 Indicator, 30 mm, Full voltage type 120 VAC, RUN/FAIL
- Qty: 2 Elapsed Time Meter for Recirculation Pump
- Qty: 6 Control Relays for Interlock and Re Transmitting to Remote PLC
- Qty: Lot Terminal Blocks
- Qty: 1 UL Panel Label

**Ductwork and Dampers:**

- One (1) 48" 90 Elbow with 4'-0" duct spool
- One (1) 48" Damper flange x flange

**Spare Parts and Miscellaneous Items:**

- One (1) set gaskets
- One (1) set spray nozzles
- Three (3) sets of belts and sheaves for existing blowers

**Field Services and Testing:**

Lot, equipment drawings, equipment data sheets, documentation submittals, operational and service manuals. Manufacturers Field Services to include equipment installation check out and certification, start up of each supplied equipment item.

**Not Included:**

Foundations, field installation of equipment (except duct spool connection to existing duct), Chemical piping and fittings, liquid valves, ductwork, instruments and gauges (other than listed), electrical power & instrument wiring, duct supports or hangers. No chemicals are supplied for chemical tanks. No gaskets or bolts are supplied except on vessel manways, unless otherwise noted in this proposal.

**Warranty and Quality Assurance:**

The systems as designed have been completely reviewed; each item required will be supplied as per specification or upgraded for best performance. All custom fabricated equipment supplied by Indusco Environmental Services is warranted for a minimum of two year from shipment date. All equipment buy-outs are supplied with standard manufacturer's warranty. All items comply with engineering standard practice, federal and state construction requirements and codes.

**Terms and Conditions:**

- Submittal with drawings available within 3-4 weeks ARO.
- Shipment 10-12 weeks after receipt of approval submittal and drawings.
- Payment net 20 days after shipment.
- Indusco Environmental Services Inc. standard terms and conditions apply.
- Proposal is valid for acceptance for 30 days.
- Freight to jobsite included.
- Payment terms are 10% due with submittal approval, balance net 30 days from date of shipment.
- Southern Region Water Reclamation Facility.

**Southern Region WRF:**

Scrubber Units	\$155,000.00
Instruments & Controls	\$118,905.00
Pumps .Recycle	\$70,000.00
Ductwork	\$68,200.00
Tanks & Level Instruments	\$65,200.00
Freight	\$32,285.00
Scrubber Internals	\$25,850.00
Dampers	\$21,000.00
Meter Pumps	\$18,200.00
Field Service Labor	\$0.00
Supports (ductwork)	\$8,500.00
Stilling Well -Material	\$5,200.00
Start Up Labor	<u>\$0.00</u>
<b>Total SRWRF</b>	<b>\$588,340.00</b>

**WTP#3:**

Scrubber & Platform	\$82,280.00
Instruments & Panel	\$23,500.00
Pumps .Recycle	\$23,000.00
Ductwork	\$22,935.00
Internals	\$18,300.00
Freight	\$11,765.00
Meter Pump	\$6,500.00
Damper	\$5,500.00
Start Up Labor	<u>\$0.00</u>
<b>Total WTP3</b>	<b>\$193,780.00</b>

Thank you for considering Indusco Environmental Services Inc. for your air pollution control and chemical process requirements. Please review and let us know if you need any additional information or clarifications.

Yours truly,

Dan Vaughan

[www.induscoenviro.com](http://www.induscoenviro.com)  
[dan@induscoenviro.com](mailto:dan@induscoenviro.com)

Representatives: Moss Kelley, Inc.  
3300 University Drive, Suite 705  
Coral Springs, FL 33065

John M. Mushinsky  
James B. Kelley  
(954)755-2092





**WATER UTILITIES DEPARTMENT  
INTEROFFICE MEMORANDUM**

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DATE: August 20, 2007  
TO: Jim Mize, Chief Assistant County Attorney  
FROM: Diana Rivera, P.E. through  
Brian Shields, P.E., Deputy Director  
Water Utilities Department  
RE: Water Treatment Plant No. 3  
Odor Control Improvements Project / WUD 07-045  
Sales Tax Recovery on Owner Furnished Material  
Attorney Approval Form - Purchase Order No. WUD 07-045 - 1

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**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 Diana Rivera at 493-6117.

Please Check One:

- Approved, and package:  
forwarded to WUD Procurement (Attn: Vernetha Green, 493-6240 - Fax)  
Copy to Water Utilities (Attn: Diana Rivera, 493-6113 - Fax)
- Returned to Water Utilities with comments (WUD - Attn: Diana Rivera, 493-6117)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

c: Brian Shields, P.E.  
Steve McGrew, P.E.  
File 07-045-1

## 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 **Southern Region Water Reclamation Facility, Short Term Odor Control Improvements, and Water Treatment Plant No. 3, Odor Control Improvements** (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 bailer 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: odor control scrubbers, chemical pumps, and electrical panels.

**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**



**Purchase Requisition Request Form**

Water Treatment Plant No. 3 Odor Control Improvements  
Project Nos. WUD 07-045  
Palm Beach County, Florida

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

**ATTACHMENT B**  
Per Palm Beach County  
PO # PBC 07-045 - 1

**Issued To:**

Indusco Environmental Services, Inc.  
PO Box 723365  
Atlanta, GA 31139

**Delivery Address:**

Water Treatment Plant No. 3,  
13026 Jog Road, Delray Beach, FL 33446

Date	Project No.	Deliverery Date	Call for delivery instruction: (561)	Ship via	F.O.B.	Terms
8/16/2007	WUD 07-045	As ordered by Florida Design Contractors		VENDOR	Project Site	Net 30

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


Attachments:

1. Palm Beach County Purchase Order #07-045 - 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.

Notes:

1. Contract Schedule: Schedule Shipment as coordinated by Florida Design Contractors. Submit a minimum of ten (10) 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 07-045
4. Materials for FOB jobsite.
5. All shipments must be labeled "County Furnished material for Project No. WUD 07-045"
6. Materials shall be complete and in strict accordance with Plans and Specifications prepared by PBCWUD for WTP No. 3 - Odor Control Improvement Project (WUD 07-045), including Addendum Nos. 1, 2, and 3.
7. All deliveries must be scheduled 24 hours in advance. Receiving hours are Monday - Friday (excluding County Hollidays) 7:30 AM - 3:00 PM

Quantity	Description	Unit Cost	Total
See Attachment	See Attachment	See Attachment	\$205,431.80
		S&H	Included
		SubTotal	\$205,431.80
		Sales Tax Rate	Exempt
		Sales Tax	0.00
		<b>Total Due</b>	<b>\$205,431.80</b>

  
Authorized Signature: Project Representative  
Greg Williams

**Palm Beach County Sales Tax Recovery Program**  
**Project No. WUD 07-045 - Water Treatment Plant No. 3**  
**Odor Control Improvements**  
**Contractor - Florida Design Contractors**

PO No.	Supplier	Description of Material	Material Price	Sales Tax	Total
1	Indusco Environmental Services	Odor Control Scrubber, chemical pumps and electrical panels.	\$193,780.00	\$11,651.80	\$205,431.80
		<b>Totals</b>	\$193,780.00	\$11,651.80	\$205,431.80

**Indusco Environmental Services Inc.**  
P.O. Box 723365  
Atlanta, Georgia 31139  
770-739-5929 — Fax 770-739-6139  
[www.induscoenviro.com](http://www.induscoenviro.com)

July 16, 2007

Revised August 16, 2007

REF: Palm Beach County - Southern Region Water Reclamation Facility &  
Water Treatment Plant 3

Section 15888 — Odor Control Systems  
Section 15885 — Water Treatment Plant No. 3 — Odor Control System  
Section 11255 — Peristaltic Tubing and Hose Pumps  
Section 11249 — Chemical Metering Pumps  
Section 15892 — Fiberglass Reinforced Plastic Ductwork  
Section 15920 — Air Butterfly Valves

Indusco Environmental Services Inc. proposes to furnish the equipment and services required for the Odor Control System. Proposal No: 1E27266.

### SOUTHERN REGION WATER RECLAMATION FACILITY

#### **Section 15888 — Odor Control Systems**

The following system is to function as one (1) two stage system. Each system includes chemical scrubbers, recycle pumps, metering pumps, instruments, control panel, ductwork, dampers, chemical storage tanks, equipment drawings, documentation, operational manuals, field installation inspection/certification, field calibration of equipment, field start up and operator training.

#### **Two Stage Vertical Packed Tower Odor Control Systems.**

##### **Packed Bed Scrubbers:**

Two (2) Indusco Environmental Service FRP Countercurrent Packed Bed Odor Control Scrubbers. Units to be 10'-0" diameter X 24'-3" overall height. Complete with all internals, manways, fittings, hold down lugs/clips, lifting lugs, exterior piping support clips. The ladder and platform is included.

The stage 2 scrubber will be equipped with a 54" diameter X 11'-4" tall FRP exhaust stack.

##### **Recirculation Pumps:**

Four (4) Recirculation Pumps, rated for 670 gpm @ 48' TDH, Alloy 20 construction. Horizontal, single suction, ANSI pump with oil filled transmission, base plate, coupling, coupling guard, flange inlet x flange outlet, TEFC mill & chem. motor.

##### **Metering Pumps:**

Four (4) Sodium Hydroxide Metering Diaphragm Pumps, with listed spare parts.  
MP-1, 2, 3, 4.

Four (4) VFD Control Panels for each MP-1, 2, 3, 4.

Four (4) Sodium Hypochlorite Hydroxide Peristaltic Hose Pumps, with listed spare parts. MP1,2,3,4.  
Four (4) VFD Control Panels for each MP-1, 2, 3, 4.

**Instrumentation:**

Instrumentation listed is included in the scrubber system package.

Two (2) pH Probes

Two (2) pH Transmitters

Two (2) ORP Probes

Two (2) ORP Transmitters

Two (2) Recirculation Pressure Gauges

Two (2) Differential Pressure Gauges

Four (4) Capacitance Type Sump Level Transmitters with clear PVC stilling wells, two for new scrubber, two for existing scrubbers. Indusco to install the stilling wells in the two existing scrubbers.

Two (2) Water Solenoid Valves

**Control Panel:**

Qty: 1 30" X 30" X 12" Nema 4X Wall Mounted Enclosure

Qty: 1 Incoming 120 VAC 1 Phase CB

Qty: 1 Incoming control power Surge Suppressor

Qty: 6 Analog Surge Suppressor for pH, ORP and Sump Level

Qty: 2 Digital Indicators for Sump Level, 4-20 mA Input / Output, 120 VAC

Qty: 1 120VAC/ 24 VDC power supply, 1 .0 Amp for Sump Level Transmitter.

Qty: 4 Hand/Off/Auto Selector Switch, 30 mm, for Recirculation Pumps

Qty: Lot Terminal Blocks

Qty: 1 UL Panel Label

**Ductwork and Dampers:**

Ductwork and Positive Seal Dampers to be fabricated of fiberglass reinforced plastic (FRP) per NBS P515-69 and ASTM 3299 minimum 1/4" thickness with Y<sub>2</sub>" flanges, resin Hetron FR992.

Two (2) IES positive seal 0-ring dampers, size 54" diameter, flanged x flanged, Electric actuators with limit switches and hand wheel,

One (1) Replacement transition, 54" diameter flanged to 24" x 102" flanged rectangular flanged connection at existing scrubber (to allow for isolation damper).

One (1) Stub spool 54" diameter x 8" long plain x flange (field trim and install into side of existing ductwork wye location).

One (1) Mitered elbow to new scrubber gas inlet.

One (1) Scrubber gas inlet transition, 54" diameter flanged to 24" x 102" flanged rectangular connection at existing scrubber.

- One (1) Interconnecting ductwork between scrubbers # 3 and # 4, 54" diameter with top gas inlet transition to scrubber # 4 and 24" x 102" flanged rectangular flanged connection.
- One (1) Exhaust stack on top of Scrubber # 4, 54" diameter x 11'-4" tall.

Field Services and materials for 54" duct spool tie in at existing ductwork. No installation of additional duct or dampers is included.

**Chemical Storage Tanks:**

- One (1) NaOH — 25% solution, 4,500 gallon, 1.57 specific gravity, flat bottom, dome top, flanged fittings, top and side bolted access manway, vent, FRP ladder, hold down lugs, lift lugs.
- One (1) NaOCl — 13% solution, 6,000 gallon, 1.12 specific gravity, flat bottom, dome top, flanged fittings, top and side bolted access manway, vent, FRP ladder, hold down lugs, lift lugs.
- One (1) HCL — 50% solution, 5,500 gallon, 1.10 specific gravity, flat bottom, dome top, flanged fittings, top and side bolted access manway, vent, FRP ladder, hold down lugs, lift lugs.

**Chemical Storage Tanks, Level Instruments:**

- Three (3) Milltronics, Hydro Ranger, Ultrasonic Level Transducer 3" 1 SOlb flange type.
- Three (3) Milltronics, Hydro Ranger, Ultrasonic Level Transmitter, 120/1/60, 4-20 mA output.

**PALM BEACH WTP #3**

**Section 15888 — Water Treatment Plant No. 3 - Odor Control System**

The following system is to function as one (1) single stage system. Includes chemical scrubber, recycle pumps, metering pump, instruments, control panel, ductwork, damper, equipment drawings, documentation, operational manuals, field installation inspection/certification, field calibration of equipment, field start up and operator training.

**Packed Bed Scrubber:**

One (1) Indusco Environmental Service FRP Countercurrent Packed Bed Odor Control Scrubbers. Units to be 12'-0" diameter X 24'-3" overall height. Complete with all internals, manways, fittings, hold down lugs/clips, lifting lugs, exterior piping support clips.

The platform/ladder added by addendum is included.

The stage 2 scrubber will be equipped with a 54" diameter X 11'-4" tall FRP exhaust stack.

**Recirculation Pumps:**

Two (2) Scrubber recycle pumps with motor.

**Metering Pump:**

One (1) NaOH Meter Pump with 90 VDC motor.

**Instrumentation:**

- One (1) pH Probes
- One (1) pH Transmitters
- One (1) ORP Probes
- One (1) ORP Transmitter
- One (1) Recirculation Pressure Gauge
- One (1) Differential Pressure Gauge
- One (1) Capacitance Type Sump Level Transmitters with clear PVC stilling well
- One (1) Water Solenoid Valve

**Control Panel:**

- Qty: 1 30" X 30" X 12" Nema 4X Wall Mounted Enclosure
- Qty: 1 Main Disconnect CB, 80 Amp, 460 VAC, 3 Phase with N-4X Door Handle
- Qty: 2 20.0 HP, 460 VAC, 3 Phase Contactor w/ 32 Amp CB for Recirculation Pumps
- Qty: 2 1/2HP, 120 VAC Metering Pump CB and Control Relay
- Qty: 1 Incoming 460 VAC 3 Phase power surge suppressor
- Qty: 1 Phase Monitor, 460 VAC 3 Phase
- Qty: 1 Control Transformer, 460/120 VAC, 1000VA
- Qty: 1 Safety Shower Power CB per Add. # 2
- Qty: 4 Hand/Off/Auto Selector Switch, 30 mm, for Recirculation Pumps/ MP
- Qty: 8 Indicator, 30 mm, Full voltage type 120 VAC, RUN/FAIL
- Qty: 2 Elapsed Time Meter for Recirculation Pump
- Qty: 6 Control Relays for Interlock and Re Transmitting to Remote PLC
- Qty: Lot Terminal Blocks
- Qty: 1 UL Panel Label

**Ductwork and Dampers:**

- One (1) 48" 90 Elbow with 4'-0" duct spool
- One (1) 48" Damper flange x flange

**Spare Parts and Miscellaneous Items:**

- One (1) set gaskets
- One (1) set spray nozzles
- Three (3) sets of belts and sheaves for existing blowers

**Field Services and Testing:**

Lot, equipment drawings, equipment data sheets, documentation submittals, operational and service manuals. Manufacturers Field Services to include equipment installation check out and certification, start up of each supplied equipment item.

**Not Included:**

Foundations, field installation of equipment (except duct spool connection to existing duct), Chemical piping and fittings, liquid valves, ductwork, instruments and gauges (other than listed), electrical power & instrument wiring, duct supports or hangers. No chemicals are supplied for chemical tanks. No gaskets or bolts are supplied except on vessel manways, unless otherwise noted in this proposal.

**Warranty and Quality Assurance:**

The systems as designed have been completely reviewed; each item required will be supplied as per specification or upgraded for best performance. All custom fabricated equipment supplied by Indusco Environmental Services is warranted for a minimum of two year from shipment date. All equipment buy-outs are supplied with standard manufacturer's warranty. All items comply with engineering standard practice, federal and state construction requirements and codes.

**Terms and Conditions:**

- Submittal with drawings available within 3-4 weeks ARO.
- Shipment 10-12 weeks after receipt of approval submittal and drawings.
- Payment net 20 days after shipment.
- Indusco Environmental Services Inc. standard terms and conditions apply.
- Proposal is valid for acceptance for 30 days.
- Freight to jobsite included.
- Payment terms are 10% due with submittal approval, balance net 30 days from date of shipment.
- Southern Region Water Reclamation Facility.

**Southern Region WRF:**

Scrubber Units	\$155,000.00
Instruments & Controls	\$118,905.00
Pumps .Recycle	\$70,000.00
Ductwork	\$68,200.00
Tanks & Level Instruments	\$65,200.00
Freight	\$32,285.00
Scrubber Internals	\$25,850.00
Dampers	\$21,000.00
Meter Pumps	\$18,200.00
Field Service .Labor	\$0.00
Supports (ductwork)	\$8,500.00
Stilling Well .Material	\$5,200.00
Start Up .Labor	<u>\$0.00</u>
<b>Total SRWRF</b>	<b>\$588,340.00</b>

**WTP#3:**

Scrubber & Platform	\$82,280.00
Instruments & Panel	\$23,500.00
Pumps .Recycle	\$23,000.00
Ductwork	\$22,935.00
Internals	\$18,300.00
Freight	\$11,765.00
Meter Pump	\$6,500.00
Damper	\$5,500.00
Start Up .Labor	<u>\$0.00</u>
<b>Total WTP3</b>	<b>\$193,780.00</b>

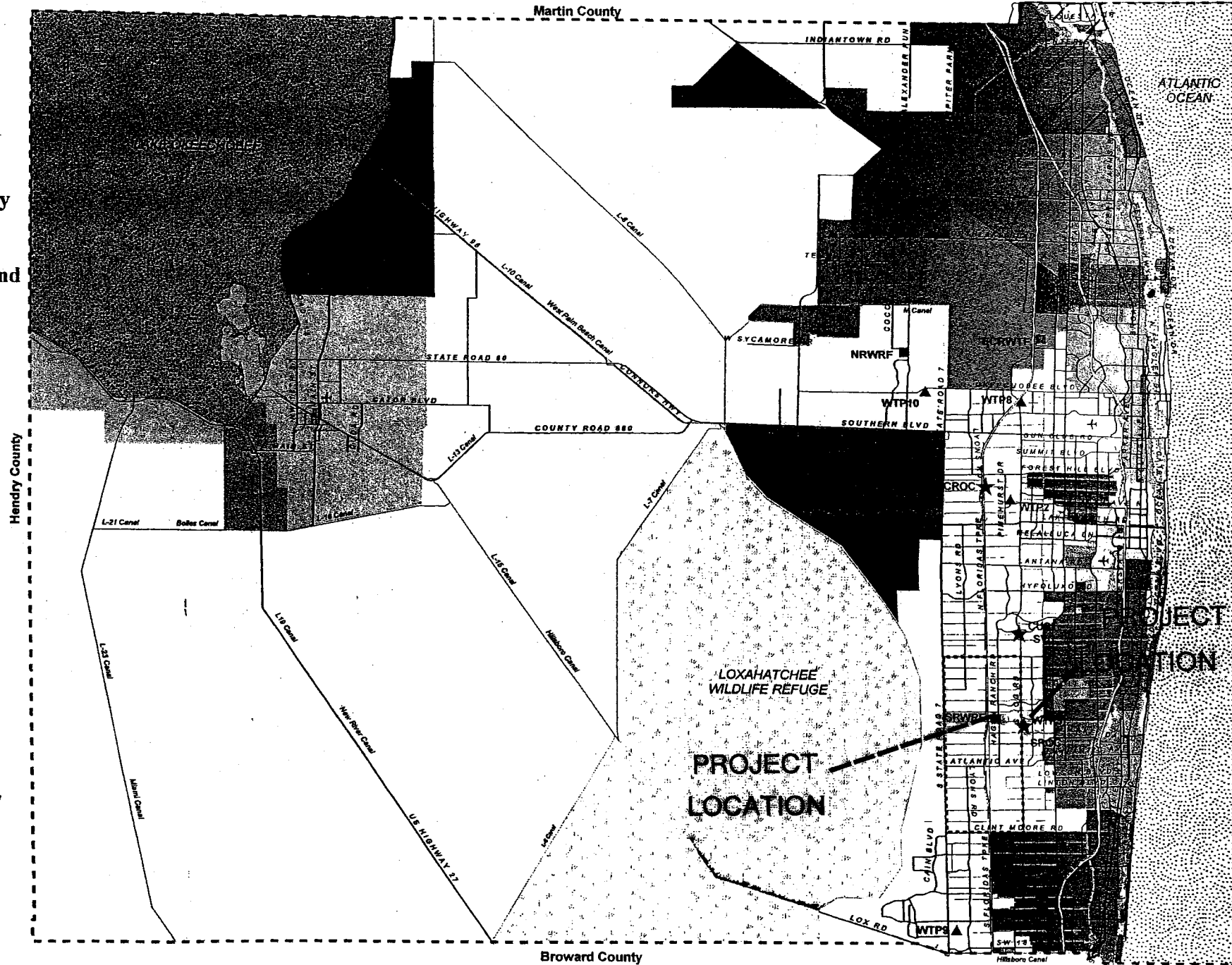


**Palm Beach County  
Water Utilities  
Department  
Service Area (SA) and  
Major Facilities**

Attachment 4

**Legend**

- P.B.C.W.U.D. SA
- - - - Mandatory Reclaimed SA
- · - · - Palm Beach County Limits
- ★ Administration
- Water Reclamation Facility
- ▲ Water Treatment Facility
- ☉ Wetlands

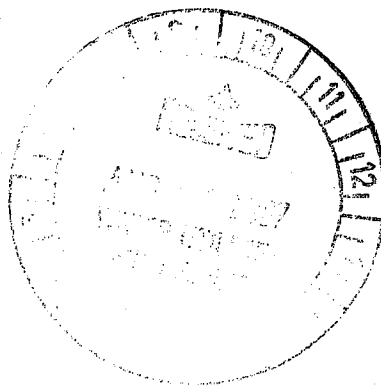
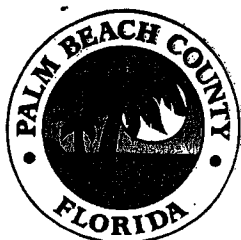




## PALM BEACH COUNTY WATER UTILITIES DEPARTMENT

SOUTHERN REGION WATER RECLAMATION FACILITY  
SHORT TERM ODOR CONTROL IMPROVEMENTS AND  
WATER TREATMENT PLANT #3  
ODOR CONTROL IMPROVEMENTS  
PROJECT No. WUD 06-091 AND WUD 07-045

Bid Item	Description	Florida Design Contractors, Inc.	TLC Diversified, Inc.	Interstate Engineering Corp.	Cardinal Contractors, Inc.
1	Southern Region Water Reclamation Facility Short Term Odor Control Improvements (Project No. WUD 06-091)	\$1,900,000.00	\$2,047,000.00	\$2,320,000.00	\$2,344,400.00
2	Water Treatment Plant No. 3 Odor Control Improvements (Project No. WUD 07-045)	\$650,750.00	\$655,000.00	\$655,000.00	\$732,500.00
3	Furnish and Install 20-Inch dia. RAS piping at SRWRF (Sheet CU1.1)	\$185,000.00	\$215,000.00	\$165,000.00	\$238,100.00
4	Allowance	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
5	Substantial Completion Bonus	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
6	Final Completion Bonus	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
Total Base Bid Amount		\$2,805,750.00	\$2,987,000.00	\$3,210,000.00	\$3,385,000.00
Total Base Bid With Bid Alternate		\$2,805,750.00	\$2,987,000.00	\$3,210,000.00	\$3,385,000.00



Office of Small Business Assistance  
50 South Military Trail, Suite 209  
West Palm Beach, FL 33415  
(561) 616-6840  
Fax: (561) 616-6850  
www.pbcgov.com

DATE: July 26, 2007  
TO: Stephen McGrew, P.E., Senior Registered Engineer  
Water Utilities Department, Engineering Division  
THROUGH: Allen Gray, Manager  
Office of Small Business Assistance  
FROM: Tanoy Williams, Compliance Specialist II  
SUBJECT: Compliance Review on Project No. WUD 06-091 and  
07-045 SRWRF and WTP 3 Odor Control Improvements

**Palm Beach County  
Board of County  
Commissioners**

- Addie L. Greene, Chairperson
- Jeff Koons, Vice Chair
- Karen T. Marcus
- Warren H. Newell
- Mary McCarty
- Burt Aaronson
- Jess R. Santamaria

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

Low Bidder: Florida Design Contractors, Inc.  
1326 S. Killian Drive  
Lake Park, FL 33403  
Phone: 561-845-1233  
Bid Opening: July 18, 2007  
Bid Amount: \$2,805,750.00  
Goal: 15% Overall  
Goal Achieved: 17.82%

SBE Participation:

(BL) Global Communications \$500,000.00 17.82%

2<sup>nd</sup> Low Bidder: TLC Diversified, Inc.  
2719 17<sup>th</sup> Street E.  
Palmetto, FL 34221  
Phone: 941-722-0621  
Bid Amount: \$2,987,000.00  
Goal: 15% Overall  
Goal Achieved 19.01%

SBE Participation:

(BL) Global Communications \$568,107.00 19.01%

3<sup>rd</sup> Low Bidder: Interstate Engineering Corp.  
551 NW 77<sup>th</sup> Ave, Suite 105  
Boca Raton, FL 33431  
Phone: 561-998-4250  
Bid Amount: \$3,210,000.00

**County Administrator**

Robert Weisman

"An Equal Opportunity  
Affirmative Action Employer"

printed on recycled paper

Goal: 15% Overall  
Goal Achieved: 20.05%

SBE Participation:

(BL) Global Communications	\$636,134.11	19.81%
(SB) Coral Steel	\$ 12,600.00	
	x .60	
	<u>\$ 7,560.00</u>	0.24
	\$643,694.11	20.05%

EVALUATION

The Low Bidder, *Florida Design Contractors Inc.*, has met the SBE requirement for this project.

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

**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET: TRANSFER  
FUND 4011: Water Utilities Department Capital Improvement Fund**

Use this form for items not anticipated in the budget

Account		Original Budget	Current Budget	Increase	Decrease	Adjusted Budget	Encumbered As of 8/23/02007	Remaining Balance
Number	Name							
<u>Capital Improvement Fund (BGEX 720 082307-2165)</u>								
<u>Expenditures and Reserves</u>								
4011721W006-6502	Improvements other than buildings	5,700,000	5,700,000		2,200,000	3,500,000	1,614,971	1,885,029
4011721W010-6545	Wastewater treatment plant	3,750,000	3,750,000	2,200,000	0	5,950,000	3,593,537	2,356,463
<b>Total expenditures and reserves</b>		<u>9,450,000</u>	<u>9,450,000</u>	<u>2,200,000</u>	<u>2,200,000</u>	<u>9,450,000</u>	<u>5,208,508</u>	<u>4,241,492</u>

Water Utilities Department

Initiating Department/Division

Administration/Budget Department Approval

OFMB and Budget Department - Posted

Signatures

Date



8/23/07

By Board of County Commissioners

At Meeting of \_\_\_\_\_

Deputy Clerk to the

Board of County Commissioners