

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 7, 2009 Consent [X] Regular []
 Public Hearing []

Submitted By: Water Utilities Department
 Submitted For: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A sole source construction contract with CROM Engineering & Construction Services, Inc. in the amount of \$358,847 to retrofit seventeen (17) prestressed concrete water storage tanks.

Summary: CROM Engineering & Construction Services, Inc. is the sole source for modification services to CROM prestressed concrete water storage tanks. CROM is the sole source for modification of the tanks, to assure the modifications do not damage the tank structure. CROM will provide a one (1) year warranty. Modifications to these tanks are required to improve safety and reduce liability following an accident involving a sub-contractor's employee that fell from a tank at Water Treatment Plant No. 3. Implementing these recommendations will bring the tanks into compliance with the current OSHA fall protection standard. This construction purchase order provides for the modification of seventeen (17) tanks located at six (6) plant locations. All funding for this project is from the current WUD operations & maintenance budget. The total construction duration is one hundred eighty (180) days. Districts 3,5,6. (MJ)

Background and Justification: The Department owns and operates five (5) water treatment plants and the Southern Region Water Treatment Facility, which have a total of seventeen (17) prestressed concrete water storage tanks, constructed by CROM Corporation. In May 2007, a serious accident occurred at WTP. An employee of a sub-contractor fell from the top of a storage tank and was disabled. CROM performed an assessment of all seventeen (17) tanks and recommended additional modifications to allow employees to "tie-off" when climbing or working on the tanks.

Attachments:

1. Two (2) Original Contracts
2. Budget Account Number Listing
3. Location Map

Recommended By: [Signature] 6/16/09
 Department Director Date

Approved By: [Signature] 6/28/09
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>\$358,847.00</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>
NET FISCAL IMPACT	<u>\$358,847.00</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
 # ADDITIONAL FTE POSITIONS (Cumulative)	 <u>0</u>	 <u>0</u>	 <u>0</u>	 <u>0</u>	 <u>0</u>

Budget Account No.: Fund Various Agency Various Org. Various Object Various
 *****See Attached Budget Account Listing (Attachment 1)*****

Is Item Included in Current Budget? Yes No

Reporting Category N/A

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

One time expenditure from user fees, and balance brought forward.

C. Department Fiscal Review: Debra Moxest

III. REVIEW COMMENTS

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

[Signature] 6/24/09
 OFMB
 6/19/09

[Signature] 6/24/09
 Contract Development and Control

This Contract complies with our contract review requirements.

B. Legal Sufficiency:

[Signature] 6/29/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 20___, between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and **CROM ENGINEERING & CONSTRUCTION SERVICES, INC.**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That the said Contractor having been awarded the contract for the:
Retrofit Seventeen (17) Pre-Stressed Concrete Water Storage Tanks
for Safety and Security Modifications

in accordance with the Proposal therefore and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Contractor and the County, the Contractor hereby covenants and agrees to and with the County to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time limit specified in the Proposal. The Contract Documents consist of the following documents which are incorporated herein by reference.

- A - Proposal
- B - Completed Bonds, Guarantee and Insurance Forms.
- C - Standard Terms and Conditions
- D- Insurance Requirement
- E - Sole Source – CROM – Form B
- F - Location Map

Contractor agrees to accept as full compensation for the satisfactory performance of this Contract in the sum of Three Hundred Fifty-Eight Thousand, Eight Hundred Forty-Seven Dollars (\$358,847). The prices named in the Proposal are for the completed work and all expense, direct or indirect, connected with the proper execution of the work and of maintaining the same until it is accepted by the Board of County Commissioners. It is understood that the Contractor holds and will maintain current appropriate certification and/or license for the purpose of performing the specified work pursuant to this Contract. The time limit for the Substantial Completion of all work under this contract shall be as stated in the Proposal. The date fixing the beginning of this period upon the calendar shall be established and stated in the Notice to Proceed.

PROJECT NO.: «Project_Number»

CONTRACT-1

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract on behalf of the said County and caused the seal of the said County to be affixed hereto, and the Contractor has hereunto set his hand and seal the day and year written. The Contractor represents that it is authorized to execute this contract on behalf of itself and its Surety.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY, FLORIDA, A
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: _____
John F. Koons, Chairman

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

Assistant County Attorney

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

'CONTRACTOR'

By: Crom Engineering & Construction Services, Inc.
(Corporate Name)

a Florida corporation
(insert state of corporation)

Jessica L. Cayse
(witness signature)

By: Jeffery D. Malpass
(signatory)

Jessica L. Cayse
(witness name printed)

Jeffery D. Malpass, P.E.
(print signatory's name)

Kristina Jackson
(witness signature)

President
(print title)

Kristina Jackson
(witness name printed)

May 20th, 2009
(date of execution)

(Corporate Seal)

6801 S.W. Archer Rd.
(Contractor's Official Address)

Gainesville, FL 32608
(Contractor's City, State, Zip Code)



September 12, 2008
Revised April 28, 2009

PROPOSAL 08-103

**PRESTRESSED COMPOSITE TANKS
SAFETY & SECURITY EVALUATION**

PALM BEACH COUNTY, FL

Crom Engineering and Construction Services, Inc. (CECS) proposes to provide labor and material for the modification of multiple prestressed concrete tanks in accordance with all applicable codes and standards including OSHA, AWWA, ACI and standard prestressed concrete tank design.

1. **DRAWINGS, SPECIFICATIONS, AND OTHER REQUIRED DATA**

Prior to starting work, Crom Engineering and Construction Services, Inc. will gather all data required for submittal purposes for the modifications to the afore mentioned storage tanks including any available computations, detailed drawings, and specifications.

2. **COMMENCEMENT AND COMPLETION**

Upon your execution of this proposal, we will be prepared to start work **four weeks** after approval of our submittal information; and will undertake to furnish sufficient labor, materials, and equipment to complete the work within approximately **nine weeks** thereafter.

In the event that we cannot start the job by **November 1, 2009** because of delays of any nature which are caused by the owner or other contractor employed by him or other circumstances over which we have no control, then the contract price may be renegotiated to reflect any increased costs.

3. **INSURANCE**

We hereby certify that we have complete Workers' Compensation Insurance, and that we carry adequate Liability and Property Damage Insurance as well as Builders' Risk Insurance. A certificate will be furnished by our insuring agency upon request.

CROM ENGINEERING & CONSTRUCTION SERVICES, INC.

6801 SW Archer Road • Gainesville, FL 32608 • 352-548-3349 • Fax: 352-548-3449

4. SERVICES TO BE FURNISHED BY CROM ENGINEERING AND CONSTRUCTION SERVICES, INC.

We propose to furnish all supervision, labor, material, and equipment required to complete the work, except as noted in Paragraph 5. The services to be furnished by Crom Engineering and Construction Services, Inc. are specifically:

Water Treatment Plant No. 8

Tank #1 – 5.0 MG

Crom Job No. 98009

Safety Modifications

- Provide and install TS Rail to existing ladder.
- Fabricate and install thru curb SS tie-off at access hatch.
- Fabricate and install aluminum handrail (double rail) to access center vent.
- Fabricate and install (4) SS tie off anchors around center vent.

Security / Screening Modifications

- Fabricate and install SS expanded metal overflow protection - (4) 675 sq. inch openings.

Tank #2 – 5.0MG

Crom Job No. 06051.2

Safety Modifications

- Fabricate and install thru curb SS tie-off at access hatch.
- Fabricate and install aluminum handrail (double rail) to access center vent.

Security / Screening Modifications

- Fabricate and install SS expanded metal overflow protection - (4) 675 sq. inch openings.
- Fabricate and install (1) SS expanded metal protection to 50" center vent.

Tank #3 – 1.25 MG

Crom Job No. 8159.1

Safety Modifications

- Provide and install TS Rail to existing ladder.
- Fabricate and install 12' x 13' aluminum handrail at dome hatch opening.
- Fabricate and install thru curb SS tie-off at access hatch.
- Fabricate and install aluminum handrail (double rail) to access center vent.
- Fabricate and install (4) SS tie off anchors around center vent.

Security / Screening Modifications

- Fabricate and install SS expanded metal overflow protection - (4) 200 sq. inch openings.

Tank #4 – 2.0 MG

Crom Job No. 8852.1

Safety Modifications

- Provide and install TS Rail to existing ladder.
- Fabricate and install 12' x 13' aluminum handrail at dome hatch opening.
- Fabricate and install thru curb SS tie-off at access hatch.
- Fabricate and install aluminum handrail (double rail) to access center vent.
- Fabricate and install (4) SS tie off anchors around center vent.

Security / Screening Modifications

- Fabricate and install SS expanded metal overflow protection - (4) 675 sq. inch openings.

Water Treatment Plant No. 10

Tank #1 – 1.0 MG

Precon built Tank

Safety Modifications

- Fabricate and install aluminum exterior ladder with safety cage, lockable gate, and TS rail. (Field Verify Length).
- Fabricate and install 12' x 13' aluminum handrail at dome hatch opening.
- Fabricate and install thru curb SS tie-off at access hatch.
- Fabricate and install aluminum handrail (double rail) to access center vent.
- Fabricate and install (4) SS tie off anchors around center vent.

Security / Screening Modifications

- Fabricate and install SS expanded metal overflow protection – (4) small openings (field cut to size).
- Fabricate and install (1) SS expanded metal protection to 25" center vent.

Tank #2 - 1.0 MG

Crom Job No. 7136

Safety Modifications

- Fabricate and install aluminum exterior ladder with safety cage, lockable gate, and TS rail.
- Fabricate and install 12' x 13' aluminum handrail at dome hatch opening.
- Fabricate and install thru curb SS tie-off at access hatch.
- Fabricate and install aluminum handrail (double rail) to access center vent.
- Fabricate and install (4) SS tie off anchors around center vent.

Security / Screening Modifications

- Fabricate and install (1) SS expanded metal protection to 25" center vent.
- Replace 25" center vent screens with 24/24 polyester screen.

Water Treatment Plant No. 2

Tank #1 – 5.0 MG

Crom Job No. 04044

Safety Modifications

- Provide and install TS Rail to existing ladder.
- Fabricate and install thru curb SS tie-off at access hatch.
- Fabricate and install aluminum handrail (double rail) to access center vent.

Security / Screening Modifications

- Fabricate and install SS expanded metal overflow protection - (4) 675 sq. inch openings.
- Fabricate and install (1) SS expanded metal protection to 50" center vent.
- Replace 50" center vent screens with 24/24 polyester screen.

Tank #2 – 2.0 MG

Crom Job No. 8238

Safety Modifications

- Fabricate and install aluminum exterior ladder with safety cage, lockable gate, and TS rail.
- Fabricate and install 12' x 13' aluminum handrail at dome hatch opening.
- Fabricate and install thru curb SS tie-off at access hatch.
- Fabricate and install aluminum handrail (double rail) to access center vent.
- Fabricate and install (4) SS tie off anchors around center vent.

Security / Screening Modifications

- Fabricate and install SS expanded metal overflow protection - (4) 675 sq. inch openings.
- Fabricate and install (1) SS expanded metal protection to 50" center vent.

Tank #3 – 0.75 MG

Crom Job No. 7231

Safety Modifications

- Fabricate and install aluminum exterior ladder with safety cage, lockable gate, and TS rail.
- Fabricate and install 12' x 13' aluminum handrail at dome hatch opening.
- Fabricate and install thru curb SS tie-off at access hatch.
- Fabricate and install aluminum handrail (double rail) to access center vent.
- Fabricate and install (4) SS tie off anchors around center vent.

Security / Screening Modifications

- Fabricate and install SS expanded metal overflow protection - (4) 200 sq. inch openings.
- Fabricate and install (1) SS expanded metal protection to 50" center vent.

Water Treatment Plant No. 3

Tank #1 – 5.0 MG

Crom Job No. 8852.2

Safety Modifications

- Fabricate and install lockable security gate onto existing ladder cage.
- Provide and install TS Rail to existing ladder.
- Fabricate and install 12' x 13' aluminum handrail at dome hatch opening.
- Fabricate and install thru curb SS tie-off at access hatch.
- Fabricate and install aluminum handrail (double rail) to access center vent.

Security / Screening Modifications

- Fabricate and install SS expanded metal overflow protection - (1) 675 sq. inch openings.
- Fabricate and install (1) SS expanded metal protection to 50" center vent.

Tank #2 – 5.0 MG

Crom Job No. 06051.1

Safety Modifications

- Fabricate and install thru curb SS tie-off at access hatch.
- Fabricate and install aluminum handrail (double rail) to access center vent.

Security / Screening Modifications

- Fabricate and install SS expanded metal overflow protection - (4) 675 sq. inch openings.
- Fabricate and install (1) SS expanded metal protection to 50" center vent.

Tank #3 – 5.0 MG

Crom Job No. 02041

Safety Modifications

- Provide and install TS Rail to existing ladder.
- Fabricate and install thru curb SS tie-off at access hatch.
- Fabricate and install aluminum handrail (double rail) to access center vent.

Security / Screening Modifications

- Fabricate and install SS expanded metal overflow protection - (4) 675 sq. inch openings.
- Fabricate and install (1) SS expanded metal protection to 50" center vent.
- Replace 50" center vent screens with 24/24 polyester screen.

SRWRF

Tank #1 – 5.0 MG

Crom Job No. 9563

Safety Modifications

- Fabricate and install aluminum exterior ladder with safety cage, lockable gate, and TS rail.
- Fabricate and install thru curb SS tie-off at access hatch.
- Fabricate and install aluminum handrail (double rail) to access center vent.

Security / Screening Modifications

- Fabricate and install SS expanded metal overflow protection - (4) 675 sq. inch openings.
- Fabricate and install (1) SS expanded metal protection to 50" center vent.
- Replace 50" center vent screens with 24/24 polyester screen.

Tank #2 – 2.7 MG

Crom Job No. 98010

Safety Modifications

- Fabricate and install aluminum exterior ladder with safety cage, lockable gate, and TS rail.
- Fabricate and install thru curb SS tie-off at access hatch.
- Fabricate and install aluminum handrail (double rail) to access center vent.

Security / Screening Modifications

- Fabricate and install SS expanded metal overflow protection - (4) 675 sq. inch openings.
- Fabricate and install (1) SS expanded metal protection to 50" center vent.
- Replace 50" center vent screens with polyester screen.

Tank #3 – 2.7 MG

Crom Job No. 98010

Safety Modifications

- Fabricate and install aluminum exterior ladder with safety cage, lockable gate, and TS rail.
- Fabricate and install thru curb SS tie-off at access hatch.
- Fabricate and install aluminum handrail (double rail) to access center vent.

Security / Screening Modifications

- Fabricate and install SS expanded metal overflow protection - (4) 675 sq. inch openings.
- Fabricate and install (1) SS expanded metal protection to 50" center vent.
- Replace 50" center vent screens with 24/24 polyester screen.

Water Treatment Plant No. 9

Tank #1 – 2.5 MG

Crom Job No. 8748

Safety Modifications

- Provide and install TS Rail to existing ladder.
- Fabricate and install 12' x 13' aluminum handrail at dome hatch opening.
- Fabricate and install thru curb SS tie-off at access hatch.
- Fabricate and install aluminum handrail (double rail) to access center vent.

Security / Screening Modifications

- Fabricate and install SS expanded metal overflow protection - (3) 675 sq. inch openings.
- Fabricate and install (1) SS expanded metal protection to 50" center vent.

Tank #2 – 5.0 MG

Crom Job No. 99037

Safety Modifications

- Provide and install TS Rail to existing ladder.
- Fabricate and install thru curb SS tie-off at access hatch.
- Fabricate and install aluminum handrail (double rail) to access center vent.

Security / Screening Modifications

- Fabricate and install (1) SS expanded metal protection to 50" center vent.
- Replace 50" center vent screens with 24/24 polyester screen.

Tank #3 – 5.0 MG

Crom Job No. 99037

Safety Modifications

- Provide and install TS Rail to existing ladder.
- Fabricate and install thru curb SS tie-off at access hatch.
- Fabricate and install aluminum handrail (double rail) to access center vent.

Security / Screening Modifications

- Fabricate and install (1) SS expanded metal protection to 50" center vent.
- Replace 50" center vent screens with 24/24 polyester screen.

Lake Region Water Treatment Plant

Tank #1 – 3.0 MG

Crom Job No. 06051.3

Safety Modifications

- Provide and install TS Rail to existing ladder.
- Fabricate and install thru curb SS tie-off at access hatch.
- Fabricate and install aluminum handrail (double rail) to access center vent.

Security / Screening Modifications

- Fabricate and install SS expanded metal overflow protection - (4) 675 sq. inch openings.
- Fabricate and install (1) SS expanded metal protection to 50" center vent.

Mecca Water Treatment Plant

Tank #1 – 5.0 MG

Crom Job No. 05069

Safety Modifications

- Fabricate and install thru curb SS tie-off at access hatch.
- Fabricate and install aluminum handrail (double rail) to access center vent.

Security / Screening Modifications

- Fabricate and install SS expanded metal overflow protection - (4) 675 sq. inch openings.
- Fabricate and install (1) SS expanded metal protection to 50" center vent.

Morikami Water Treatment Plant

Tank #1 – 2.0 MG

Crom Job No. 8914

Safety Modifications

- Provide and install TS Rail to existing ladder.
- Fabricate and install thru curb SS tie-off at access hatch.
- Fabricate and install (4) SS tie off anchors around center vent.
- Fabricate and install aluminum handrail (double rail) to access center vent.
- Fabricate and install 12' x 13' aluminum handrail at dome hatch opening.

Security / Screening Modifications

- Fabricate and install new 50" center vent including expanded metal protection

5. MATERIALS AND SERVICES FURNISHED BY OTHERS

It is understood that the following services shall be provided by others without expense to Crom Engineering and Construction Services, Inc.

- a. Adequate access to the tank sites including open storage space for our vehicles, equipment and materials, conveniently located near the tanks to be modified.
- b. A continuous supply of potable water under minimum pressure for the use of the CECS crew within 100 feet of the tank sites.
- c. A continuous supply of electricity during the period of work: one 30-AMP, 110-volt service for the operation of our power tools and accessories, located not more than 100 feet from each tank. Please be sure that all circuit breakers are ground-fault protected.
- d. Any permit or other governmental fees as may be required for the work.

6. QUOTATION

We are prepared to carry out this work in accordance with the foregoing for the following lump sum pricing:

Mobilization and General Conditions:	\$34,850
Water Treatment Plant No. 8	
<u>Tank #1 – 5.0 MG</u>	
Safety Modifications:	\$15,000
Security / Screening Modifications:	\$1,200
<u>Tank #2 – 5.0MG</u>	
Safety Modifications:	\$12,750
Security / Screening Modifications:	\$1,950
<u>Tank #3 – 1.25 MG</u>	
Safety Modifications:	\$11,000
Security / Screening Modifications:	\$700
<u>Tank #4 – 2.0 MG</u>	
Safety Modifications:	\$13,000
Security / Screening Modifications:	\$1,450

Water Treatment Plant No. 10

Tank #1 – 1.0 MG

Safety Modifications: \$13,750
Security / Screening Modifications: \$1,450

Tank #2 - 1.0 MG

Safety Modifications: \$13,750
Security / Screening Modifications: \$1,200

Water Treatment Plant No. 2

Tank #1 – 5.0 MG

Safety Modifications: \$13,250
Security / Screening Modifications: \$2,450

Tank #2 – 2.0 MG

Safety Modifications: \$16,500
Security / Screening Modifications: \$2,450

Tank #3 – 0.75 MG

Safety Modifications: \$12,750
Security / Screening Modifications: \$1,950

Water Treatment Plant No. 3

Tank #1 – 5.0 MG

Safety Modifications: \$16,500
Security / Screening Modifications: \$1,450

Tank #2 – 5.0 MG

Safety Modifications: \$12,750
Security / Screening Modifications: \$1,950

Tank #3 – 5.0 MG

Safety Modifications: \$13,250
Security / Screening Modifications: \$2,450

SRWRF

Tank #1 – 5.0 MG

Safety Modifications: \$18,500
Security / Screening Modifications: \$2,200

Tank #2 – 2.7 MG

Safety Modifications: \$12,750
Security / Screening Modifications: \$2,700

Tank #3 – 2.7 MG

Safety Modifications: \$12,750
Security / Screening Modifications: \$2,700

Water Treatment Plant No. 9

Tank #1 – 2.5 MG

Safety Modifications: \$12,250
Security / Screening Modifications: \$1,700

Tank #2 – 5.0 MG

Safety Modifications: \$13,250
Security / Screening Modifications: \$1,450

Tank #3 – 5.0 MG

Safety Modifications: \$13,250
Security / Screening Modifications: \$1,450

Lake Region Water Treatment Plant

Tank #1 – 2.5 MG

Safety Modifications: \$7,750
Security / Screening Modifications: \$1,950

Mecca Water Treatment Plant

Tank #1 – 2.5 MG

Safety Modifications: \$11,750
Security / Screening Modifications: \$1,950

Morikami Water Treatment Plant

Tank #1 – 2.5 MG

Safety Modifications: \$13,950
Security / Screening Modifications: \$2,500

Mobilization and General Conditions: \$34,850
Performance / Payment Bond: \$4,297
Subtotal Safety Modifications: \$280,450
Subtotal Security / Screening Modifications: \$39,250

Total Project Price: \$358,847

PUBLIC CONSTRUCTION BOND

BOND NUMBER: 58664572

BOND AMOUNT: \$358,847.00

CONTRACT AMOUNT: \$358,847.00

CONTRACTOR'S NAME: Crom Engineering & Construction Services, Inc.

CONTRACTOR'S ADDRESS: 6801 S. W. Archer Road
Gainesville, FL 32608

CONTRACTOR'S PHONE: (352) 548-3349

SURETY COMPANY: Western Surety Company

SURETY'S ADDRESS: P. O. Box 5077
Sioux Falls, South Dakota

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: 8100 Forest Hill Boulevard (P. O. Box 16097)
West Palm Beach, FL 33413

OWNER'S PHONE: (561) 493-6000

DESCRIPTION OF WORK: Retrofit Seventeen (17) Pre-Stressed Concrete Water Storage Tanks for
Safety and Security Modifications

PROJECT LOCATION: See Attached Location Map

LEGAL DESCRIPTION: N/A

PUBLIC CONSTRUCTION BOND

#58664572

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto
Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of

Dollars (\$^{358,847.00})

Three hundred fifty eight thousand eight hundred forty seven and no/100-----DOLLARS
(sum equal to the Contract Price in written form)

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____, 2009, entered into a contract with the County for

Project Name: Retrofit Seventeen (17) Pre-Stressed Concrete Water Storage
Tanks for Safety and Security Modifications

Project Description: Retrofit Seventeen (17) Pre-Stressed Concrete Water Storage
Tanks for Safety and Security Modifications

Project Location: See attached Location Map

in accordance with Design Criteria Drawings and Specifications prepared by

Name of Design Firm: Palm Beach County Water Utilities Department
Location of Firm: West Palm Beach, FL 33413
Phone: (561) 493-6000
Fax: (561) 493-6113

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 2009, between Principal and County for the design and construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes,

prosecution of the work provided for in the contract; and

3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverage's and limitations of this instrument.
8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.
9. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County, Florida and not elsewhere.

Jessica L. Cayse
Witness

Jail M. Chapman
Witness

Principal (Seal)
Crom Engineering & Construction Services, Inc.

[Signature]
Title President

Surety (Seal)
Western Surety Company

By: Brett A. Ragland
Title Brett A. Ragland, Attorney In Fact
and Florida Resident Agent

FORM OF GUARANTEE

GUARANTEE FOR (Contractor and Surety Name) Crom Engineering & Construction Services, Inc. and Western Surety Company

We the undersigned hereby guarantee that the **RETROFIT SEVENTEEN (17) PRE-STRESSED CONCRETE WATER STORAGE TANKS for SAFETY and SECURITY MODIFICATIONS**, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) calendar days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

DATED _____
(notice of completion filing date)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

Crom Engineering & Construction Services, Inc.

Countersigned Resident Agent in Florida:

(Contractor) (Seal)

N/A
(Agent)

By: [Signature]
(Signature)

By N/A
(Signature)

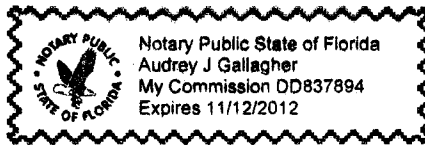
Western Surety Company
(Surety) (Seal)

By: [Signature] Brett A. Ragland, Attorney In
(Signature) Fact & Florida Resident Agent

State of Florida
County of Seminole
The forgoing instrument was acknowledged before me
this 27th day of May, 2009 by Brett A. Ragland, who
is personally known to me or who has produced _____
as identification.

[Signature]
Notary Public
Printed Name: Audrey J. Gallagher
My Commission Expires:
11/12/2012
Commission # DD 837894

END OF SECTION



PROJECT NO.: «Project_Number»

GUARANTEE - 1

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James H Breen, Brett A Ragland, Audrey Jane Gallagher, Individually

of Lake Mary, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 24th day of November, 2008.

WESTERN SURETY COMPANY



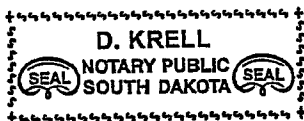
Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 24th day of November, 2008, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Palm Beach County
Purchase Order/Term Contract Standard Terms and Conditions

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

MODIFICATIONS

No modifications of this order/contract, including but not limited to these terms and conditions, shall be binding upon Buyer unless approved by an authorized representative of Buyer's Purchasing Office.

ASSIGNMENTS

Assignments are prohibited unless prior written consent is given by the Buyer and the Seller.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay 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/contract.

DEFAULT

The County may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates this contract in whole or in part because of default of the successful bidder, the County may procure goods and/or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in "Termination".

TERMINATION

The Buyer may, whenever the interests of the County so require, terminate the order/contract, in whole or in part, for the convenience of the County upon five (5) days written notice to seller. Unless directed differently in the notice of termination, the Seller shall incur no further obligations in connection with the order/contract.

FOB

The F.O.B. point shall be destination. If Buyer agrees, freight charges may be prepaid by the Seller and listed on the invoice; however, Seller retains title and assumes all responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.

PAYMENT TERMS

The Seller agrees that payment terms shall be Net 30. Interest penalties will only be paid in accordance with the Florida Prompt Payment Act, Florida Statute 218.70.

INVOICING

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

TAXES

The Buyer is exempt from Federal and State taxes.

PURCHASE ORDER

The Buyer will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips and all correspondence concerning the order.

CONTRACT

Seller agrees that by submitting an offer (i.e. Request for Quotation) which is accepted by the Buyer (i.e. Purchase Order, Term Contract Notice) a binding contract is formed in accordance with the Buyer's terms, conditions and specifications as set forth in the solicitation and this purchase order. Seller certifies that the offer has been made by an officer or employee having the authority to bind the Seller. Accordingly, payment will **only** be made to the company and the address as provided in the Seller's offer unless prior written authorization is received from the Buyer.

PRICING

- (1) Unless specifically requested in the specifications, any response containing modifying or escalation clauses shall be rejected.
- (2) The price offered must be in accordance with the unit of measure provided on the response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your response.
- (3) Seller warrants by virtue of submitting an offer that prices shall remain firm for a period of forty-five (45) days from the date of opening to allow for evaluation and award.
- (4) Prices shall remain firm for the initial and any subsequent term unless modified by a special condition.

DELIVERIES

Deliveries are to be made Monday through Friday, excluding holidays, unless otherwise stipulated.

INSPECTION/ACCEPTANCE

All goods and/or services provided on this Purchase Order are subject to inspection and acceptance upon receipt or completion by an authorized representative of the Buyer. Payment shall not be authorized until the goods and/or services have been received, accepted and properly invoiced.

QUANTITIES

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

DISCRIMINATION PROHIBITED

Sellers doing business with the Buyer are prohibited from discriminating against any employee or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression.

LEGAL REQUIREMENTS

The Seller must strictly comply with all Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the goods and/or services provided herein. The UCC shall prevail as the basis for contractual obligations between the Seller and the Buyer for any terms and conditions not addressed. The Buyer shall not be liable to the Seller for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this order/contract, or from any other matter generated by or relating to this order/contract.

CRIMINAL HISTORY RECORDS CHECK ORDINANCE

Pursuant to Ordinance 2003-030, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County shall conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees and subcontractors of vendors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as may be amended. The bidder is solely responsible for understanding the financial, schedule, and staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

PUBLIC ENTITY CRIMES

In accordance with the Florida Public Entity Crime Statute 287.132.133, persons and affiliates who are entering into a contract or performing any work in furtherance with Palm Beach County certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a).

SBE PROGRAM

In accordance with the Small Business Enterprise Program ("SBE") a preference is given to certified small businesses.

INDEMNIFICATION

To the extent authorized by law, Seller shall indemnify, save and hold harmless the Buyer, 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 or assignees pursuant to the terms and conditions of this order/contract.

MATERIAL SAFETY DATA SHEETS (MSDS)

Seller compliance is required under Chapter 442, Florida Statutes; that any toxic substance delivered as a part of this order/contract must be accompanied by an MSDS.

ENDORSEMENTS

No endorsements by the Buyer of the goods and/or services will be used by the Seller in any way, manner or form.

VENUE

Any and all legal actions arising from or necessary to enforce this order/contract will be held in Palm Beach County.

PUBLIC RECORDS

Any information submitted relating to this order/contract will become a public document pursuant to Section 119.07, F.S.

Sales Promotions / Price Reductions

Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Palm Beach County.

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 at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute breach of contract and make the bidder subject to sanctions from doing further business with the County.

Effective from 3/24/09 through

INSURANCE REQUIRED

It shall be the responsibility of the successful Contractor to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Water Utilities Department, Attention: Vernetha M. Green, 8100 Forest Hill Blvd., West Palm Beach, Florida 33416. During the term of the project and contract, the successful Contractor shall provide this evidence to the County, prior to the expiration date of each and every insurance required herein.

Commercial General Liability CONTRACTOR agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. CONTRACTOR agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Premises/Operations, Personal Injury, Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, Cross Liability or Severability of Interests. Coverage shall be provided on a primary basis.

Business Automobile Liability CONTRACTOR agrees to maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event CONTRACTOR does not own automobiles, CONTRACTOR agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Coverage shall be provided on a primary basis.

Worker's Compensation Insurance & Employers Liability CONTRACTOR agrees to maintain Worker's Compensation Insurance & Employers Liability insurance. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).

Additional Insured CONTRACTOR agrees to endorse COUNTY as an Additional Insured with either CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person Organization endorsement, or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "Palm Beach County board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

Waiver of Subrogation CONTRACTOR agrees by entering into this contract to a Waiver of Subrogation for in favor of the COUNTY for each required policy herein. When required by the insurer, or should a policy condition not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

A signed Certificate or Certificates of insurance, evidencing that required insurance coverage have been procured by the successful Contractor in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the

County (normally within 2 working days of request). Failure to provide required insurance shall render your offer non responsive.

Further, said Certificate(s) shall endeavor to provide ten (10) days written notice to County prior to any adverse change, cancellation or non-renewal of coverage there under. All insurance must be acceptable to and approved by the County as to form, types of coverage and acceptability of the insurers providing coverage.

PRODUCER

MCGRIFF, SEIBELS & WILLIAMS OF GEORGIA, INC.
5605 Glenridge Drive - Suite 300
Atlanta, GA 30342
404 497-7500

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

COMPANIES AFFORDING COVERAGE

Company A Travelers Property Casualty Co of Amer

Company B Charter Oak Fire Ins Co

Company C St. Paul Fire & Marine

Company D

Company E

INSURED

Crom Engineering & Construction Services, Inc.
6801 S.W. Archer Road
Gainesville, FL 32608

This is to certify that the policies of insurance described herein have been issued to the Insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.

CO LT	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE EXPIRATION	LIMITS OF LIABILITY	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Owners' and Contractors' Protection <input type="checkbox"/> <input type="checkbox"/> General Aggregate Limit applies per: <input type="checkbox"/> Policy <input checked="" type="checkbox"/> Project <input type="checkbox"/> Location	VTC2JCO2394A706	12/31/2008 12/31/2009	EACH OCCURRENCE	\$ 1,000,000
				FIRE DAMAGE	\$ 300,000
				MEDICAL EXPENSE	\$ 5,000
				PERS. AND ADVERTISING INJURY	\$ 1,000,000
				GENERAL AGGREGATE	\$ 2,000,000
				PRODUCTS AND COMP. OPER. AGG.	\$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> Any Automobile <input type="checkbox"/> All Owned Automobiles <input type="checkbox"/> Scheduled Automobiles <input checked="" type="checkbox"/> Hired Automobiles <input checked="" type="checkbox"/> Non-owned Automobiles <input checked="" type="checkbox"/> Hired Physical Damage - \$50,000 Limit	VTJCAP2394A718	12/31/2008 12/31/2009	COMBINED SINGLE LIMIT	\$ 1,000,000
				BODILY INJURY (Per person)	\$
				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE (Per accident)	\$
				COMPREHENSIVE	\$2500
				COLLISION	\$2500
B	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	VTC2OUB2394A699	12/31/2008 12/31/2009	WC Statutory Limit <input checked="" type="checkbox"/> Other <input type="checkbox"/>	
				EL EACH ACCIDENT	\$ 500,000
				EL DISEASE (Each employee)	\$ 500,000
				EL DISEASE (Policy Limit)	\$ 500,000
C	EXCESS LIABILITY <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made Retention/Deductible 10,000	QK06803097	12/31/2008 12/31/2009	EACH OCCURRENCE	\$ 10,000,000
				AGGREGATE	\$ 10,000,000
					\$
					\$
					\$
					\$
					\$

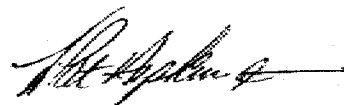
RE: Job no. 59034.1-9 and CECS Job No. 59034-Palm Beach County, FL
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are included as Additional Insured for the General Liability, Auto and Excess Liability, as required by written contract subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

Palm Beach County Water Utilities Dept.
8100 Forest Hill Blvd.
West Palm Beach, FL 33416


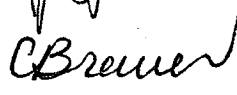
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Authorized Representative



INTER-OFFICE COMMUNICATION
PALM BEACH COUNTY

Form B

DATE: April 25, 2008
TO: Kathleen M. Scarlett, Director
Purchasing Department
THRU: Kristen Monnett 
Acting Purchasing Manager
FROM: Cindy Brewer 
Buyer
RE: SOLE SOURCE JUSTIFICATION (EXTENDED TERM)

The using department has stated that CROM potable water tank repairs, inspections and modifications is the ONLY product/source of service that will meet the county's need for as needed repair services to the existing CROM potable water tanks at various Water Utilities locations. Based on staff's knowledge of the marketplace, we believe this to be an accurate assessment.

It has also been determined and attested to by Robert G. Oyenarte, PE, Area Manager, The Crom Corporation (manufacturer) that CROM Engineering & Construction Services, Inc. (CECS) are the ONLY source of supply for the above referenced product/service (see attached).

We anticipate that the circumstances justified by this sole source request will not change over the next 60 months (maximum 60 mos).

PURCHASING APPROVAL:

Based on the information provided to me, including the vendor's certification that they are the sole provider of this good or service, the user's certification that this is the only good or service which will suffice their needs, and a justifiable expectation that these conditions will not change in the foreseeable future, I am hereby approving sole source acquisition of the subject good or service for a period not to exceed sixty months. You are charged to monitor the market place and, if the above described sole-source conditions change, discontinue use of this sole source justification and procure the goods or services competitively.


Kathleen M. Scarlett, Director
Purchasing Department

Date: 4/25/08

Vernetha Green

From: Irvin C. Rubin [icr@CromCorp.com]
Sent: Tuesday, February 03, 2009 10:08 AM
To: Vernetha Green
Cc: kle@CromCorp.com; jim@cromcorp.com
Subject: RE: Palm Beach County Terms/Conditions
Attachments: Palm Beach County Safety Upgrades Proposal - Revised3.pdf

Vernetha:

Please see the attached revised proposal per your request. We do not have any objections to PBC terms and conditions. Let me know if we need to make any other changes. Thanks.



Crom Engineering & Construction Services, Inc.
Irvin C. Rubin, P.E.
General Manager
icr@cromcorp.com
352.548.3349 phone
352.548.3449 fax

From: Vernetha Green [mailto:vgreen@pbcwater.com]
Sent: Monday, February 02, 2009 4:03 PM
To: Irvin C. Rubin
Subject: Palm Beach County Terms/Conditions

Irvin,

Per our conversation, please review the attached terms and conditions of Palm Beach County. If you accept, please revised your quotation dated December 22, 2008 by deleting your terms as listed on page 9, items 6, 7, 8; and all items listed pages 12 and 13.

Please return Quotation by Wednesday, February 4, 2009.

Thank you.

Vernetha M. Green, CPPB, FCPM
Manager of Procurement & Stores
Palm Beach County Water Utilities
Best Water, Best Service, Best Environmental Stewardship
Phone (561) 493-6061
Fax (561) 493-6074

Vernetha Green

From: Jessica Cayse [jlm@cromcorp.com]
Sent: Tuesday, April 28, 2009 10:22 AM
To: Vernetha Green
Cc: Irvin C. Rubin
Subject: Palm Beach County, FL-Safety Upgrade Proposal-Revision No. 4
Attachments: Palm Beach County Safety Upgrades Proposal - Revised4.pdf

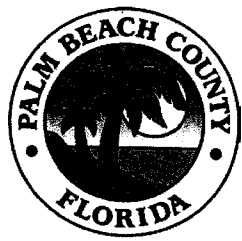
Importance: High

Good Morning Ms. Green,

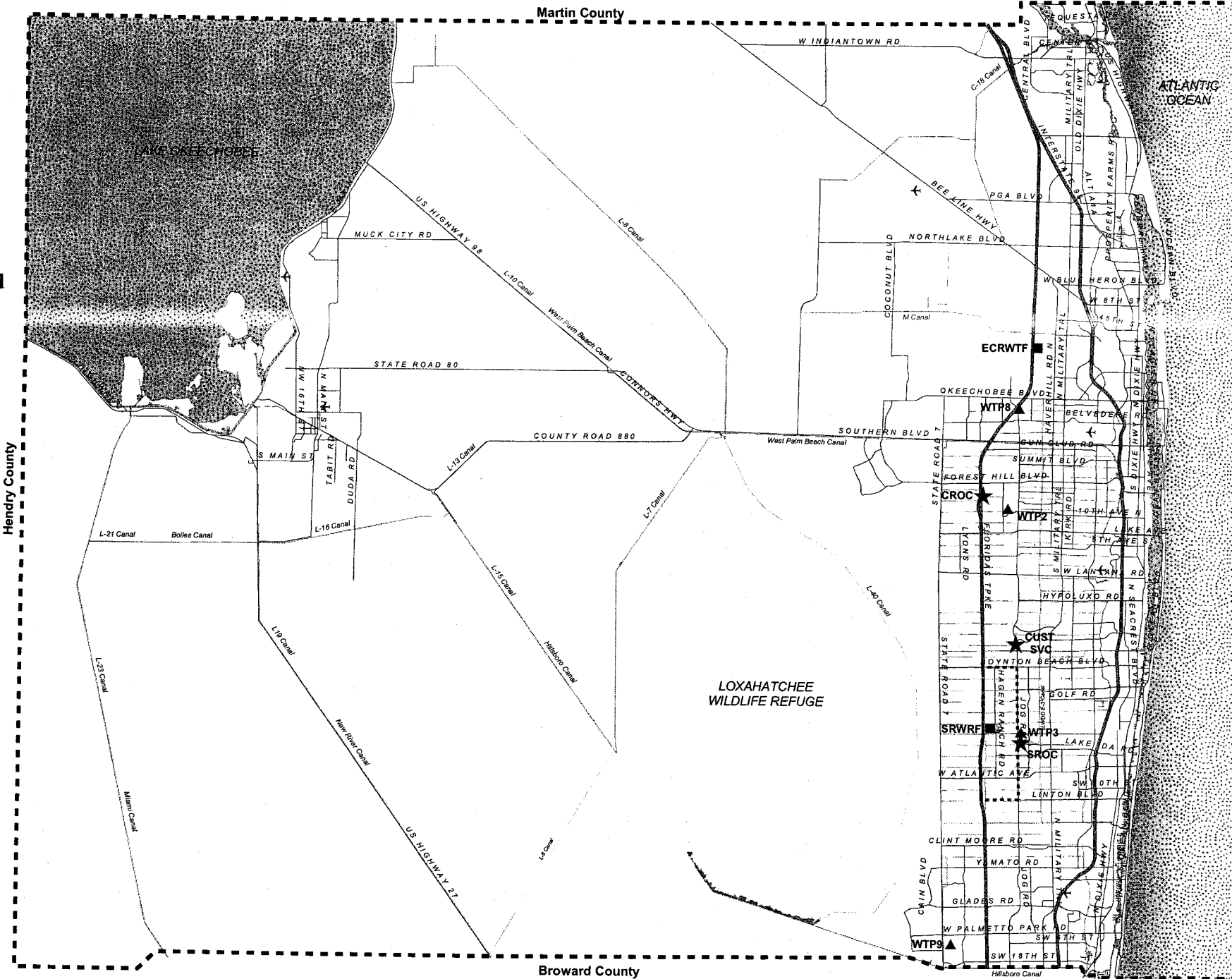
As requested by Mr. Irvin C. Rubin, the attached revised proposal is for your review and approval.



Jessica L. Cayse
Office Manager
Crom Engineering and Construction Services, Inc.
6801 S.W. Archer Road
Gainesville, FL 32608
352.548.3349
352.548.3449 (FAX)



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



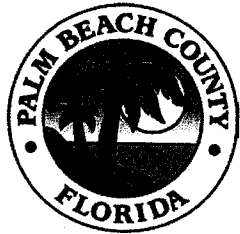
- Legend**
- P.B.C.W.U.D. SA
 - MANDATORY RECLAIMED SA
 - - - - COUNTY LIMITS
 - ★ Administration
 - Water Reclamation Plant
 - ▲ Water Treatment Plant
 - ⊙ Wetlands



NOT TO SCALE

Water Utilities Department
Sole Source Contract With Crom Engineering & Construction Services, Inc.
Listing of Budget Account Numbers

Location	Budget Line	Allocation
Water Treatment Plant #8	4001 720 2531 4615	\$72,788
Water Treatment Plant #9	4001 720 2532 4615	18,197
Water Treatment Plant #3	4001 720 2533 4615	54,591
Lake Region Water Treatment Plant	4001 720 2534 4615	18,197
Water Treatment Plant #2	4001 720 2535 4615	54,591
Water Treatment Plant #10	4001 720 2536 4615	36,394
Southern Region Water Reclamation Facility	4001 720 2582 4615	104,089
		\$358,847



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

Attachment 3

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



NOT TO SCALE

