

**CHANGE ORDER No. 1
WATER TREATMENT PLANT No. 8 EXPANSION
PROJECT NO. WUD 05-146**

**CHANGE ORDER NO: 1 (One)
R.J. Sullivan, Corp.
2001 N.W. 22nd Street
Pompano Beach, Florida 33069**

**WATER UTILITIES DEPARTMENT
CONTRACT NO. R2006- 0780
CONTRACT DATE: May 2, 2006
NOTICE TO PROCEED:
BUDGET FUND: 4011-721-W001-6541
DISTRICT 2**

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 R.J. Sullivan, Corp. and the attached scope of work, in the amount of \$1,615,341.00 purchase price times the 1.06 sales tax rate plus an addition ½ cent sales tax on the first \$5,000.00 which equals \$1,712,386.46. The Contractor will install these owner furnished materials and equipment in accordance with the Special Conditions, Provisions Governing State of Florida Sale and Use Tax Exemption for County-Furnished Materials. Project WUD 05-146 is a lump sum contract and the material quantities have been estimated by R.J. Sullivan, Corp. for the purposes of this change order. The Contractor is responsible to complete the project without excess or wasted materials. The Contractor is responsible for any additional material escalation or delivery charges resulting from their delays. It is the County's intent to purchase only materials required for the project, at a cost not to exceed Contractor's bid price of \$1,712,386.46 with sales tax or \$1,615,341.00 without sales tax. It is not the County's intent to deduct from the Contractor's contract amount more than the actual cost of the materials should the actual cost be less than the bid amount. Therefore, should the value of the material and equipment related to this change order exceed \$1,615,341.00 without sales tax, then the Contractor is responsible for furnishing the additional material and equipment to complete the project at no additional cost to the County. Should the value of the material be less than \$1,615,341.00 without sales tax, then the Contractor shall be refunded the balance.

TOTAL CHANGE ORDER NO. 1: \$1,712,386.46


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.

**WATER TREATMENT PLANT No. 8 EXPANSION
PROJECT NO. WUD 05-146
CONTRACT NO. R-
CHANGE ORDER NO. 1(One)**


The original Contract Sum was: \$18,620,000.00
 Net change by previous Change Orders: \$0.00
 The Contract Sum prior to this Change Order was: \$18,620,000.00
 The Contract Sum will be **decreased** by this Change Order. <\$1,712,386.46>
 The new Contract Sum including this Change Order will be ..\$16,907,613.54
 The Contract time will be increased by: (0)days
 The Date of Substantial Completion including this Change Order:
 Substantial Completion **420 days from Notice To Proceed (NTP)**
 The Date of Final Completion including this Change Order: **480days from NTP**

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


**Palm Beach County
Water Utilities Dept.**


 ENGINEER
 Stephen McGrew, P.E.
 ADDRESS
 P.O. Box 16097
 West Palm Beach, Fl. 33416
 DATE 6/20/06

**R.J. Sullivan,
Corporation**


 CONTRACTOR
 Robert J. Sullivan, Pres.
 ADDRESS
 2001 N.W. 22nd Street
 Pompano Beach, Fl. 33069
 DATE 6/20/06

**Palm Beach County Board
of County Commissioners**


 OWNER
 Tony Masilotti, Chairman
 ADDRESS
 P.O. Box 16097
 West Palm Beach, Fl. 33416
 DATE _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

ATTEST: SHARON R. BOCK,
CLERK AND COMPTROLLER:

County Attorney (Corporate Seal)

Deputy Clerk

**WATER TREATMENT PLANT No. 8 EXPANSION
PROJECT NO. WUD 05-146
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 the R.J. Sullivan Corp. Purchase of the equipment and materials by the County will result in savings of the Florida State Sales tax. Except as provided in this Change Order, the Contractor shall provide insurance coverage as stated in the original contract. The Change Order deducts 1.06 plus times the value of the materials and equipment to be purchased by the County plus the first \$5,000.00 of the purchase price times an additional ½-cent sales tax rate for each of the five (5) purchase orders which equals \$1,712,386.46. Contractor will act as the County's agent in performing the services required by the Special Conditions.

PO No.	Supplier	Description of Material	Material Price	Sales Tax	Total
1	Infilco Degremont, Inc.	Upflow Treatment System	\$685,000.00	\$41,125.00	\$726,125.00
2	DACO Division MKI Services, Inc.	Lime Storage System	\$185,883.00	\$11,177.98	\$197,060.98
3	Chemco Systems, LP	Lime feeder, slaker and degritter equipment	\$284,791.00	\$17,112.46	\$301,903.46
4	WesTech Engineering, Inc.	Lime sludge thickening equipment	\$134,667.00	\$8,105.02	\$142,772.02
5	F.B. Leopold Company, Inc.	Filter systems	\$325,000.00	\$19,525.00	\$344,525.00
		Totals	\$1,615,341.00	\$97,045.46	\$1,712,386.46

**WATER TREATMENT PLANT No. 8 EXPANSION
PROJECT NO. WUD 05-146
CONTRACT NO. R-
CHANGE ORDER NO. 1(ONE)**

COST SUMMARY

<u>C.O. #</u>	<u>DESCRIPTION</u>	<u>ADDITIONS</u>	<u>(DELETIONS)</u>	<u>NET CHANGE</u>
1	Deduction of Materials and equipment.	\$0	<\$1,712,386.46 >	<\$1,712,386.46 >

**WATER TREATMENT PLANT No. 8 EXPANSION
PROJECT NO. WUD 05-146
CONTRACT NO. R-2006-
CHANGE ORDER NO. 1(One)**

OWNER INITIATED

QUANTITY OVERRUNS/UNDERRUNS

DIFFERING SITE CONDITIONS

REQUEST BY ANOTHER AGENCY

ZONING/CODE/ORDINANCE CHANGES

ERRORS/OMISSIONS IN DESIGN

Reimbursable

Non-Reimbursable

**WATER TREATMENT PLANT NOS. 8 EXPANSION
PROJECT NO. WUD 05-146
CONTRACT NO. R2006-0780
CHANGE ORDER NO. 1 (ONE)
CHANGE ORDER SUMMARY**

Contractor: R.J. Sullivan Corp.	APPROVAL LIMITS:	DEPARTMENT HEAD (Dollars)	(Time)	CONTRACT REVIEW COMM. (Dollars)	(Time)	DEPT. HEAD + C.R.C. (Dollars)	(Time)
Date Approved:	INDIVIDUAL C.O.	\$10,000	30 Days	\$50,000	90 Days		
Resolution No.							
Contract Amt. \$13,930,020.00	CUMMULATIVE C.O.	\$25,000	30 Days	\$100,000	90 Days	\$100,000	90 Days

C.O. #	DATE APPROVED	NET CHANGE	DEPT. HEAD (ADDS + DEDUCTS)		CONTRACT REVIEW COMM. (ADDS + DEDUCTS)		TOTAL DEPT. HEAD CONTRACT REVIEW COMM. (ADDS + DEDUCTS)		BOARD OF COUNTY COMMISSIONERS (ADDS + DEDUCTS)	
			AMOUNT	DAYS	AMOUNT	DAYS	AMOUNT	DAYS	AMOUNT	DAYS
1	Pending	\$ (1,712,386.46)	\$0.00	0	\$0.00	0	\$0.00	0	\$ (1,712,386.46)	

TOTAL \$ (1,712,386.46) \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$ (1,712,386.46) \$0.00

NOTES:
1. NET CHANGE IS ACTUAL AMOUNT OF CHANGE IN THE CONTRACT VALUE.
2. (ADDS + DELETES) IS THE ABSOLUTE VALUE OF UNRELATED CHANGES FOR USE IN DETERMINING THE APPROVAL AUTHORITY FOR THE CHANGE ORDER.

SCHEDULE 1

PARTICIPATION OF SBE/MWBE CONTRACTORS

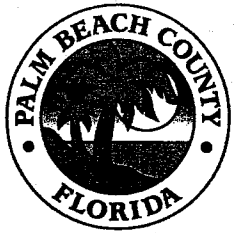
PROJECT NAME: Water Treatment Plant No. 8 Expansion PROJECT NO. WUD 05-146
 NAME OF PRIME CONTRACTOR: R.J. Sullivan, Corp. CHANGE ORDER NO. 1
 CONTACT PERSON: Chris Sullivan, V.P. PHONE NO: 954-975-0388 FAX NO: 954-975-3333
 CONTRACT DATE: May 2, 2006 DEPARTMENT: Water Utilities

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

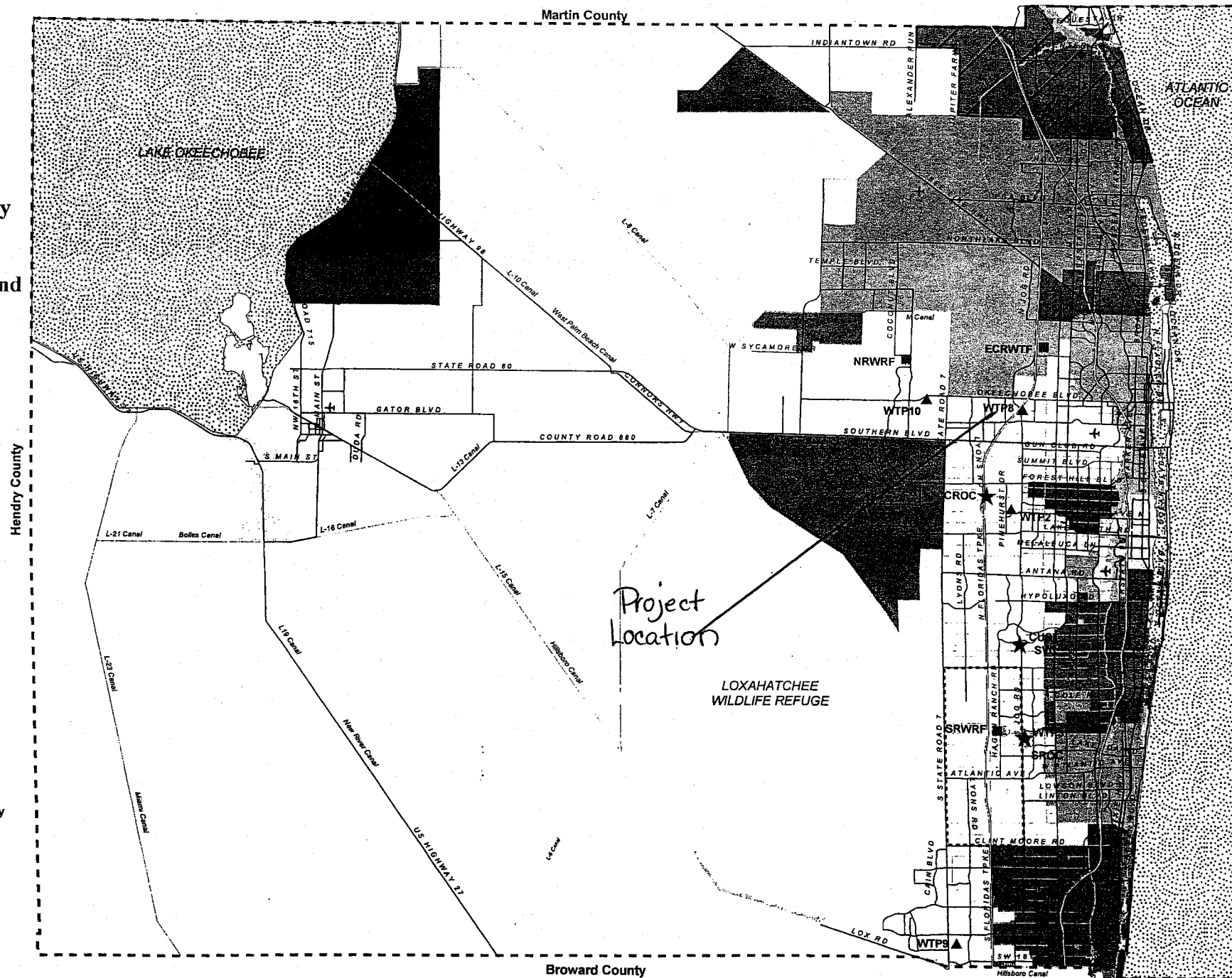
PRIME CONTRACTOR TO COMPLETE:

ORIGINAL CONTRACT PRICE: \$18,620,000.00 ORIGINAL PARTICIPATION: \$0.00 % PARTICIPATION: 0.00%
 ADJUSTED CONTRACT PRICE: \$16,907,613.54 ADJUSTED PARTICIPATION: \$0.00 % PARTICIPATION 0.00%

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



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



Legend

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



NOT TO SCALE

Purchase Requisition Request Form

Water Treatment Plant #8
Project No. WUD 05-146
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 05-146 - 1

Issued To:

Infilco Degremont, Inc.
8007 Discovery Drive
Richmond, VA 23229-8605
804/756-7600

Delivery Address:

R. J. Sullivan, Inc. / ATTN: Chris Sullivan
WTP #8, 1500 North Jog Road
West Palm Beach, FL 33417

Call for delivery instruction: 954/292-3403

Date	Project No.	Delivery Date	Ship via	F.O.B.	Terms
4/15/2006	WUD 05-146	As ordered by R. J. Sullivan	VENDOR	Project Site	Net 30

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

Attachments:

1. Palm Beach County Purchase Order #05-146 - 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 R. J. Sullivan. 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 05-146
4. Materials for FOB jobsite.
5. All shipments must be labeled "County Furnished material for Project No. WUD 05-146"
6. Materials shall be complete and in strict accordance with Plans and Specifications prepared by CDM for WTP 8 Expansion (WUD 05-146), including Addendum No. 1
7. All deliveries must be scheduled 24 hours in advance. Receiving hours are Monday - Friday (excluding County Holidays) 7:30 AM - 3:00 PM

Quantity	Description	Unit Cost	Total
See Attachment	See Attachment	See Attachment	\$685,000.00
		S&H	Included
		SubTotal	\$685,000.00
		Sales Tax Rate	Exempt
		Sales Tax	0.00
		Total Due	\$685,000.00


 Authorized Signature: Project Representative
 Robert D. Mullen

Purchase Requisition Request Form

Water Treatment Plant #8
 Project No. WUD 05-146
 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 05-146 - 2

Issued To:
 DACO Division MKI Services, Inc.
 3300 University Drive, Suite 750
 Coral Springs, FL 33065
 954/755-2092

Delivery Address:
 R. J. Sullivan, Inc. / ATTN: Chris Sullivan
 WTP #8, 1500 North Jog Road
 West Palm Beach, FL 33417
Call for delivery instruction: 954/292-3403

Date	Project No.	Deliverery Date	Ship via	F.O.B.	Terms
4/15/2006	WUD 05-146	As ordered by R. J. Sullivan	VENDOR	Project Site	Net 30

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

Attachments:

1. Palm Beach County Purchase Order #05-146 - 2
2. Attachment A is included by reference and provides Palm Beach County Terms and Conditions applicable to this Purchase Order.
3. Attachment B, this Purchase Requisition Request Form with attachments, is included by reference and provides a description of materials and equipment as required and provides applicable terms and conditions.

Notes:

1. Contract Schedule: Schedule Shipment as coordinated by R. J. Sullivan. 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 05-146
4. Materials for FOB jobsite.
5. All shipments must be labeled "County Furnished material for Project No. WUD 05-146"
6. Materials shall be complete and in strict accordance with Plans and Specifications prepared by CDM for WTP 8 Expansion (WUD 05-146), including Addendum No. 1
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	\$185,883.00
		S&H	Included
		SubTotal	\$185,883.00
		Sales Tax Rate	Exempt
		Sales Tax	0.00
		Total Due	\$185,883.00


 Authorized Signature: Project Representative
 Robert D. Mullen

Purchase Requisition Request Form

Water Treatment Plant #8
Project No. WUD 05-146
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 05-146 - 3

Issued To:

Chemco Systems, L.P.
1500 Industrial Drive
Monongahela, PA 15063
724/258-7333

Delivery Address:

R. J. Sullivan, Inc. / ATTN: Chris Sullivan
WTP #8, 1500 North Jog Road
West Palm Beach, FL 33417

Call for delivery instruction: 954/292-3403

Date	Project No.	Delivery Date	Ship via	F.O.B.	Terms
4/15/2006	WUD 05-146	As ordered by R. J. Sullivan	VENDOR	Project Site	Net 30

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

Attachments:

1. Palm Beach County Purchase Order #05-146 -3
2. Attachment A is included by reference and provides Palm Beach County Terms and Conditions applicable to this Purchase Order.
3. Attachment B, this Purchase Requisition Request Form with attachments, is included by reference and provides a description of materials and equipment as required and provides applicable terms and conditions.

Notes:

1. Contract Schedule: Schedule Shipment as coordinated by R. J. Sullivan. 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 05-146
4. Materials for FOB jobsite.
5. All shipments must be labeled "County Furnished material for Project No. WUD 05-146"
6. Materials shall be complete and in strict accordance with Plans and Specifications prepared by CDM for WTP 8 Expansion (WUD 05-146), including Addendum No. 1
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	\$284,791.00
		S&H	Included
		SubTotal	\$284,791.00
		Sales Tax Rate	Exempt
		Sales Tax	0.00
		Total Due	\$284,791.00


Authorized Signature: Project Representative
Robert D. Mullen

Purchase Requisition Request Form

Water Treatment Plant #8
Project No. WUD 05-146
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 05-146 - 4

Issued To:

WesTech Engineering, Inc.
3625 South West Temple
Salt Lake City, UT 84115
801/265-1000

Delivery Address:

R. J. Sullivan, Inc. / ATTN: Chris Sullivan
WTP #8, 1500 North Jog Road
West Palm Beach, FL 33417

Call for delivery instruction: 954/292-3403

Date	Project No.	Deliverey Date	Ship via	F.O.B.	Terms
4/15/2006	WUD 05-146	As ordered by R. J. Sullivan	VENDOR	Project Site	Net 30

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

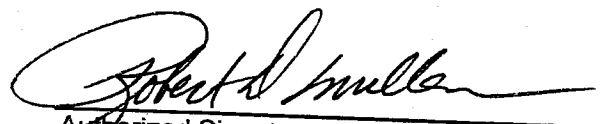
Attachments:

1. Palm Beach County Purchase Order #05-146 - 4
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 R. J. Sullivan. 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 05-146
4. Materials for FOB jobsite.
5. All shipments must be labeled "County Furnished material for Project No. WUD 05-146"
6. Materials shall be complete and in strict accordance with Plans and Specifications prepared by CDM for WTP 8 Expansion (WUD 05-146), including Addendum No. 1
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	\$134,667.00
		S&H	Included
		SubTotal	\$134,667.00
		Sales Tax Rate	Exempt
		Sales Tax	0.00
		Total Due	\$134,667.00



Authorized Signature: Project Representative
Robert D. Mullen

Purchase Requisition Request Form

Water Treatment Plant #8
Project No. WUD 05-146
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 05-146 - 5

Issued To:

The F.B. Leopold Company, Inc.
227 South Division Street
Zelienople, PA 16063-1313
724/452-6300

Delivery Address:

R. J. Sullivan, Inc. / ATTN: Chris Sullivan
WTP #8, 1500 North Jog Road
West Palm Beach, FL 33417

Call for delivery instruction: 954/292-3403

Date	Project No.	Deliverery Date	Ship via	F.O.B.	Terms
4/15/2006	WUD 05-146	As ordered by R. J. Sullivan	VENDOR	Project Site	Net 30

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

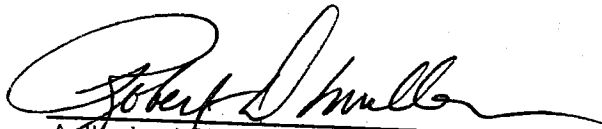
Attachments:

1. Palm Beach County Purchase Order #05-146 - 5
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 R. J. Sullivan. 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 05-146
4. Materials for FOB jobsite.
5. All shipments must be labeled "County Furnished material for Project No. WUD 05-146"
6. Materials shall be complete and in strict accordance with Plans and Specifications prepared by CDM for WTP 8 Expansion (WUD 05-146), including Addendum No. 1
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	\$325,000.00
		S&H	Included
		SubTotal	\$325,000.00
		Sales Tax Rate	Exempt
		Sales Tax	0.00
		Total Due	\$325,000.00


Authorized Signature: Project Representative
Robert D. Mullen

Palm Beach County Sales Tax Recovery Program

Project No. 05-146 - Water Treatment Plant No. 8 Expansion

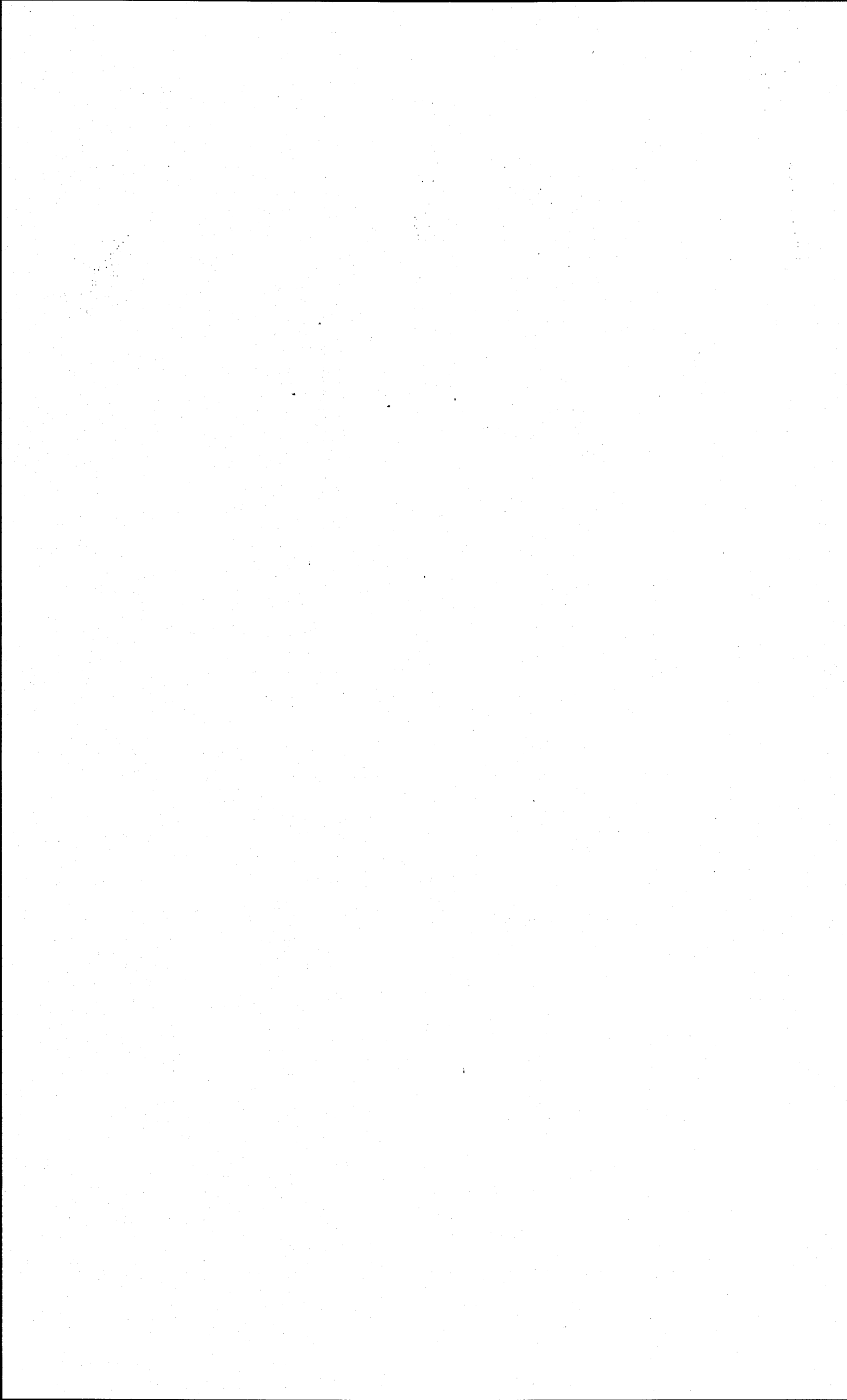
Contractor - R. J. Sullivan Corporation

PO No.	Supplier	Description of Material	Material Price	Sales Tax	Total
1	Infilco Degremont, Inc.	Upflow Treatment System	\$ 685,000.00	\$ 41,125.00	\$ 726,125.00
2	DACO Division MKI Services, Inc.	Lime Storage System	\$ 185,883.00	\$ 11,177.98	\$ 197,060.98
3	Chemco Systems, LP	Lime feeder, slaker and degritter equipment	\$ 284,791.00	\$ 17,112.46	\$ 301,903.46
4	WesTech Engineering, Inc.	Lime sludge thickening equipment	\$ 134,667.00	\$ 8,105.02	\$ 142,772.02
5	F.B. Leopold Company, Inc.	Filter systems	\$ 325,000.00	\$ 19,525.00	\$ 344,525.00
		Totals	\$ 1,615,341.00	\$ 97,045.46	\$ 1,712,386.46

**Palm Beach County
Water Treatment Plant No. 8 Expansion**

Direct Purchase Items

11226	Upflow Treatment Unit	Infilco Degremont, Inc. 8007 Discovery Drive Richmond, VA 23229-8605	\$	189,211.00	Drive Components
				36,150.00	Mechanism
				100,349.00	Walkway & Platform
				254,863.00	Launders
				31,182.00	Bottom Flushing
				52,245.00	Control Panel
				21,000.00	Retainage (Due after Equipment Start-Up)
			\$	685,000.00	Total
<hr/>					
11240	Lime Storage System	DACO Division MKI Services, Inc. 3300 University Drive, Suite #705 Coral Springs, FL 33065	\$	141,383.00	Silo
				43,000.00	Remaining Equipment
				1,500.00	Final O & M Manuals & Warranty
			\$	185,883.00	Total
<hr/>					
11251	Lime Feeder, Slaker and Degritter Equipment	Chemco Systems, L.P. 1500 Industrial Drive Monongahela, PA 15063	\$	276,391.00	Equipment
				8,400.00	Retainage (Due After Equipment Start-Up)
			\$	284,791.00	Total
<hr/>					
11362	Lime Sludge Thickening Equipment	WesTech Engineering, Inc. P. O. Box 65068 Salt Lake City, UT 84165	\$	132,507.00	Thickening Equipment
				2,160.00	Final O & M Manuals & Warranty
			\$	134,667.00	Total
<hr/>					
13221	Filter Underdrain System	The F. B. Leopold Company, Inc. 227 South Division Street Zelienople, PA 16063-1313 Attn: Richard Skradski	\$	11,267.00	Submittals
13226	Filter Media			214,068.00	Underdrain, Troughs & Agitators
13228	Filter Washwater Troughs			77,265.00	Media
13229	Filter Control System (Excluding Venturi Flow Tubes & Filter Consoles)			22,400.00	Retainage (Due after Start-up of Equip)
			\$	325,000.00	Total
13230	Filter Surface Wash System				
			\$	1,615,341.00	Total





**WATER UTILITIES DEPARTMENT
INTEROFFICE MEMORANDUM**

DATE: June 22, 2006
TO: Jim Mize, Chief Assistant County Attorney
FROM: Steve McGrew, P.E. through
Brian Shields, P.E., Director of Engineering
Water Utilities Department
RE: Water Treatment Plant #8 / WUD 05-146
Sales Tax Recovery on Owner Furnished Material
Attorney Approval Form - Purchase Order No. WUD 05-146 - 1

MEMO:

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

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

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

Please Check One:

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

Signature

Date

c: Brian Shields
File 05-146-1

Purchase Requisition Request Form

Water Treatment Plant #8
Project No. WUD 05-146
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 05-146 - 1

Issued To:

Infilco Degremont, Inc.
8007 Discovery Drive
Richmond, VA 23229-8605
804/756-7600

Delivery Address:

R. J. Sullivan, Inc. / ATTN: Chris Sullivan
WTP #8, 1500 North Jog Road
West Palm Beach, FL 33417

Call for delivery instruction: 954/292-3403

Date	Project No.	Delivery Date	Ship via	F.O.B.	Terms
4/15/2006	WUD 05-146	As ordered by R. J. Sullivan	VENDOR	Project Site	Net 30

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

Attachments:

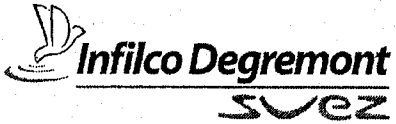
1. Palm Beach County Purchase Order #05-146 - 1
2. Attachment A is included by reference and provides Palm Beach County Terms and Conditions applicable to this Purchase Order.
3. Attachment B, this Purchase Requisition Request Form with attachments, is included by reference and provides a description of materials and equipment as required and provides applicable terms and conditions.

Notes:

1. Contract Schedule: Schedule Shipment as coordinated by R. J. Sullivan. 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 05-146
4. Materials for FOB jobsite.
5. All shipments must be labeled "County Furnished material for Project No. WUD 05-146"
6. Materials shall be complete and in strict accordance with Plans and Specifications prepared by CDM for WTP 8 Expansion (WUD 05-146), including Addendum No. 1
7. All deliveries must be scheduled 24 hours in advance. Receiving hours are Monday - Friday (excluding County Holidays) 7:30 AM - 3:00 PM

Quantity	Description	Unit Cost	Total
See Attachment	See Attachment	See Attachment	\$685,000.00
		S&H	Included
		SubTotal	\$685,000.00
		Sales Tax Rate	Exempt
		Sales Tax	0.00
		Total Due	\$685,000.00


Authorized Signature: Project Representative
Robert D. Mullen



Water and Wastewater
Treatment Solutions

Infilco Degremont, Inc.
PO Box 71390 Richmond, VA 23255-1390
8007 Discovery Drive, Richmond, VA 23229
Telephone: 804.756.7600 Fax: 804.756.7643
Email: idi.info@infilcodegremont.com
Internet: www.infilcodegremont.com

PROPOSAL AND CONTRACT

TO: ALL BIDDING CONTRACTORS

Proposal No.: 50052234.01

Date: March 7, 2006 **REV. 6/15/06**

For: Palm Beach County
WTP No. 8 Expansion
Engineer: CDM
Bid Date: March 14, 2006

(hereinafter referred to as "Purchaser")

Infilco Degremont, Inc. (hereinafter referred to as "Infilco") offers to furnish the following described materials and equipment ("Products") and/or services at the prices ("Purchase Price") stated herein and in accordance with the Conditions of Sale and other provisions contained or referenced herein. This Proposal shall remain in effect for 90 days from the date hereof and shall expire at that time unless extended in writing by Infilco. After such date, pricing is subject to the Producer Price Index, calculated from the original proposal/bid date. The Purchase Price is based upon only the Conditions of Sale and other provisions specifically contained or referenced herein. Purchaser's acceptance of this Purchase Price, whether by issuance of a purchase order or otherwise, or acceptance of delivery of the Products and/or services furnished hereunder, shall be considered acceptance by the Purchaser of all the Conditions of Sale and other provisions contained or referenced herein, notwithstanding any statement in Purchaser's acceptance or order to the contrary. Infilco hereby objects to and rejects any proposal by Purchaser to modify, amend, limit, add to or delete any of the Conditions of Sale or other provisions contained or referenced herein unless expressly accepted in writing by Infilco.

This Proposal and any resulting contract shall be referred to hereinafter as "this Contract".

SECTION 11226 – UP-FLOW TREATMENT UNIT (INFILCO)

Infilco Degremont, Inc will provide one (1) Accelator[®] solids contact clarifier unit to be installed by Others in a new concrete tank. The softener/clarifier shall have a design capacity of 10.0-MGD at a loading rate of 1.45 gpm/ft² and hydraulic capacity of 12.0-MGD.

IDI Local Sales Representative

Mr. Jim Kelley
Moss-Kelley, Inc.
3300 University Drive - Suite 705
Coral Springs, FL 33065

Tel: 954.755.2092
Fax: 954.341.9370

IDI Regional Manager

Mr. Paul Spofford
Infilco Degremont, Inc.
8007 Discovery Drive
Richmond, VA 23294

Tel: 800.446.1150
Fax: 804.756.7643



NOTES AND CLARIFICATIONS

- A. The equipment described in this proposal will be of manufacturer's standard design and where shipping tolerances require, will be shipped knocked-down for installation in the field by others. This proposal does not include any expense for unloading, storage, erection, or supervision of erection, unless otherwise specified herein
- B. The equipment to be furnished by Infilco Dégremont Inc. will include only those major equipment items normally manufactured or supplied by Infilco Degremont Inc. as specifically listed in the equipment section of this proposal. Other items required to complete the installation will be done by others unless otherwise specified herein
- C. All motors, pumps, valves, instruments and other buyout items will be supplied with manufacturers' standard coatings
- D. Both design and furnishing of all concrete slabs is by Others
- E. All motor starters shall be provided by Others
- F. All horizontal pipes, pipe trays shall be provided by Others.
- G. All chemical feed piping, meters other than specified vertical pipe drops shall be provided by Others.
- H. Pricing is EXCLUSIVE of taxes. The Contractor must add appropriate taxes.
- I. This proposal acknowledges Addendum One dated February 2006.



Accelerator® CLARIFIER/SOFTENER SYSTEM
IDI – SCOPE OF SUPPLY

1 - HOOD & SUPPORT STRUCTURE

- (a) One (1) hood and hood structure support will be fabricated to be supported from the basin base, which in turn will support the center platform and outer draft tube.
- (b) Sixteen (16) structural rafters will support the hood, inner and outer draft tubes and center platform.

2 - INLET, OUTLET & OVERFLOW PIPING

- (a) One (1) – 24" carbon steel influent pipe and 150# flange ending 1'-0" outside the basin.
- (b) One (1) – 36" carbon steel effluent 150# pipe flange ending 1'-0" outside the basin.
- (c) One (1) - 12" carbon steel overflow line and funnel from inside the tank, ending 1'-0" outside basin.

* Influent and effluent wall sleeves & flanges are by Others. IDI is not responsible for any piping to and from the unit, unless specifically mentioned herein.

3 - INNER & OUTER DRAFT TUBES

- (a) One (1) cylindrical outer draft tube forming a continuation of the structural support for the center platform fabricated of FRP.
- (b) One (1) inner draft tube, which will be a continuation of the hood will be provided and fabricated of 3/16" thick carbon steel.
- (c) One (1) outer access manway into the secondary mixing zone. The manway shall be supplied with a 304SS cover and 3/8" SS nuts and bolts.

4 - CENTER PLATFORM, PERIPHERAL WALKWAY & INTERCONNECTING WALKWAY

All walkways listed below shall be fabricated with the following:

- Handrailing will be double-row 1-1/2" diameter aluminum pipe, 42" tall
- Kickplates will be 1/4" by 4" high aluminum
- Grating will be 3/8" aluminum checkerplate
- All platform and walkway supports will be fabricated from carbon steel

- (a) One (1) – 25'-0" long by 12'-0" wide, center operating platform shall be provided.

All interconnecting walkways tying into this unit or other units shall be supplied by Others. The Contractor shall supply, where required, minimum 1/8" neoprene gaskets to isolate the aluminum handrails/grating from the steel support structure.



5 - LAUNDERS & OUTLET DROP BOX

- (a) Fourteen (14) radial collection launders, submerged orifice type, will be provided. Each will be 9" wide x 13" deep and fabricated of FRP.
- (b) Two (2) outlet launders will be provided. Each will be 26" wide x 25" deep and fabricated of FRP.
- (c) One (1) annular collection launder will be provided. The launder will be 26" wide x 25" deep and fabricated of FRP.
- (d) One (1) outlet drop box shall be provided to interconnect the two outlet launders. The drop box shall be fabricated of FRP.

6 - ROTOR-IMPELLER

- (a) One (1) rotor-impeller complete with cantilevered shaft assembly to provide, primary mixing zone, recirculation of flow into the secondary zone and mixing in the secondary zone. The rotor-impeller will be comprised of a horizontal continuous top plate with a series of inverted "L" blades welded between the top plate and annular ring. An external adjustable band will be incorporated to provide flexibility in mixing to recirculation ratio.
- (b) One (1) rotor-impeller drive specified selected for continuous mixer service. The rotor-impeller drive will be a flange mounted parallel inline helical reducer with a variable frequency drive (VFD). The gear reducer will have a minimum service factor to meet AGMA Class II service. The variable speed drive will be powered by an integral mounted motor of 40-hp, suitable for a 480 volt, 3-phase, 60-Hz power supply, TEFC, inverter duty with Class F insulation, 1.15 service factor, NEMA Design B with Class B temp rise.

7 - SLUDGE BLOWDOWN

- (a) For the sludge blowdown lines the following will be provided:
 - Four (4) 6" diameter "F" sludge blowdown valves
 - Four (4) 6" manual isolation plug valves
 - Two (2) repeat cycle electric timers
 - Four (4) 3-way solenoid valve in NEMA 4X enclosure to control actuation water
 - One (1) 1/2" pressure reducing and regulating valve
 - One (1) 1/2" relief valve
 - Four (4) concentrator gate rods with mechanical linkage to operating platform

IDI will provide for each blowdown line a 6" flange connection nozzle off the side of the tank. All interconnecting piping, flushing connections, water supply piping, etc outside of the tank shall be provided by Others.

8 - BOTTOM FLUSHING SYSTEM

- (a) The mechanism shall be provided with a bottom flushing system, consisting of forty (40) flat jet nozzles of stainless steel construction to spray water between bottom of mechanism skirt and 45 degree sloped portion of tank. When energized, the total flow from the nozzles shall be 400 gpm at a nozzle pressure of 45 psi.



(b) In addition to nozzles, the following shall be provided for the bottom flushing system:

- Lot of 3" diameter black steel pipe with fittings, for installation inside of the tank
- One (1) 1/4" NEMA IV three-way solenoid with manual override
- One (1) repeat cycle electric timer in a NEMA 4X enclosure suitable for wall or panel mounting.
- One (1) 4" diaphragm valve for installation in main header
- One (1) 1/2" pressure reducing
- One (1) 1/2" relief valve

*All bottom flushing piping to and from the tank shall be provided by Others. The bottom flushing system requires a water supply for flushing at 55 to 60 psi at upstream side of the diaphragm valve.

9 - **SLUDGE BLOWDOWN TIMER**

- (a) Two (2) sludge blowdown timers will be provided. Each sludge concentrator will be equipped with a sludge discharge system controlled by time cycle via a 1/2" three-way NEMA 4X solenoid with manual override. The desludging timer will be a repeat cycle timer in a NEMA 4X enclosure suitable for wall or panel mounting. Each solenoid valve will operate on electrical supply of 120-volts, 1-phase, 60-Hertz.
- (b) The blowdown and bottom flushing timers shall be enclosed in a NEMA 4X wall-mounted panel.

10 - **SAMPLE & CHEMICAL FEED PIPING**

- (a) One (1) 1/2" diameter Sch 40 SS sample lines, terminating nine inches from the tank wall, shall be provided. Each line shall be provided with one (1) 1/2" SS ball valve.

*All flush connections and additional sample piping outside of the unit will be provided by Others.

- (b) One (1) 1-1/2" Sch 80 PVC lime slurry vertical drop pipe thru the deck plate
- (c) One (1) 1-1/2" Sch 80 PVC polymer feed vertical drop pipe into the secondary mixing zone.

*ALL horizontal chemical feed piping runs, SS pipe trays and flushing lines shall be provided by Others.

11 - **CONTROL PANELS**

- (a) One (1) Drive Control Panel – The unit shall be provided with one (1) local control panel for operation of the rotor-impeller drive and housing the VFD (by IDI). The panel shall be housed in a NEMA 4X 316SS enclosure.

*All wiring to and from the panels shall be provided by Others.



12 - **SURFACE PREP & PAINTING**

- (a) All steel components shall be shipped to the site bare steel. Carbon steel components, after erection, shall be sand blasted, primed coated and finished painted by the Contractor.



SCOPE OF SUPPLY – BY OTHERS

The following is a suggested list of other items (but is not limited to) required for installation and/or operation of the Accelator[®] Clarifier/Softener. These items and are to be provided by Others:

1. Installation of any kind, unloading & placement of equipment from delivering carrier
2. All concrete basins & grout
3. All sand blasting, priming and finish painting
4. All chemicals and chemical feed lines to the units
5. All potable water supply lines, headers and associated valves
6. All interconnecting pipe and supports/fittings
7. All valves not specifically mentioned herein
8. Instrumentation not specifically listed herein
9. All basin drains and drain valves
10. All wall fittings, embedded pipe sleeves and elbows
11. Access stairways or ladders and walkways/handrails external to Accelator clarifier walls
12. All compressed air piping (if required)
13. Supply and installation of all electrical power and control wiring and conduit to the equipment served plus interconnections between the IDI equipment as required, including wire, cable, junction boxes, fittings, conduit, cable trays, safety disconnect switches, circuit breakers, etc.
14. Install and provide all motor control centers, all motor starters, field wiring, wireways, supports and transformers
15. All training, field acceptance, and performance testing labor related to the variable frequency drive described in Section 16370
16. All other necessary equipment and services not otherwise listed as specifically supplied by IDI



Water and Wastewater
Treatment Solutions

Infilco Degremont, Inc.
PO Box 71390 Richmond, VA 23255-1390
8007 Discovery Drive, Richmond, VA 23229
Telephone: 804.756.7600 Fax: 804.756.7643
Email: idi.info@infilcodegremont.com
Internet: www.infilcodegremont.com

Infilco Degremont, Inc. ("Infilco") CONDITIONS OF SALE

1. **TERMS AND CONDITIONS OF SALE.** The Terms and Conditions of Sale set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract for the sale of products or services (hereinafter referred to as Products or Services) to Purchaser, and supersedes all prior quotations, purchase orders, correspondence or communications whether written or oral between the Purchaser and Infilco. Notwithstanding any contrary language in Purchaser's purchase order, correspondence or other form of acknowledgement, Purchaser shall be bound by these Terms and Conditions when it sends a purchase order or otherwise indicates acceptance of this Contract, or when it accepts delivery from Infilco of the Products or Services. The contract for sale of the Products and Services is expressly limited to the terms and conditions of sale stated herein. Any additional or different terms proposed by Purchaser are rejected, unless expressly agreed to in writing by Infilco. No contract shall exist except as herein provided.
2. **COMPLETE AGREEMENT.** No amendment or modification hereto nor any statement, representation or warranty not contained herein shall be binding on Infilco unless made in writing by an authorized representative of Infilco. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party had knowledge of the nature of the performance and the opportunity for objection.
3. **ADEQUATE ASSURANCES.** If, in the judgment of Infilco, the financial condition of the Purchaser, at any time during the period of the contract, does not justify the terms of payment specified, Infilco may require full or partial payment in advance, or an acceptable form of payment guarantee such as a bank letter of credit, or other modifications to the terms of payment.
4. **DELAYED PAYMENT.** If payment are not made in accordance with the terms contained herein, a service charge may, without prejudice to the right of Infilco to immediate payment, be added in an amount equal to the lower of 1.5% per month or fraction thereof or the highest legal rate on the unpaid balance.
5. **TAXES.** The Purchase Price does not include any taxes. Purchaser shall be responsible for the payment of all taxes applicable to, or arising from the transaction, the Products, its sale, value or use, or any Services performed in connection therewith regardless of the person or entity actually taxed.
6. **RISK OF LOSS.** Risk of loss or damage to the Products, or any part thereof, shall pass to Purchaser upon delivery of the Products or part to Purchaser at the f.o.b. point stated herein.
7. **EXCUSABLE DELAY.** Infilco shall not be liable for any delay in performance or failure to perform due to fire, flood or any other act of God, strike or other labor difficulty, act of any civil or military authority or of Purchaser, Engineer, or Owner, insurrection, riot, embargo, unavailability or delays in transportation or car shortages, or any other cause beyond Infilco's reasonable control. In the event Infilco's performance is delayed by any of the foregoing causes, Infilco's schedule for performance shall be extended accordingly without penalty. If Purchaser's, Engineer's or Owner's actions delay Infilco's performance, Purchaser shall pay Infilco any additional costs incurred by Infilco resulting from such delay. If Purchaser or Owner orders Infilco to delay shipment of Products, or any part thereof, or by other actions refuses to permit Infilco to deliver Products, or any part thereof, to Owner's Premises, in addition to paying Infilco for costs of storage and insurance, Purchaser shall also pay Infilco's invoice for such stored Products, or any part thereof, as if they had been delivered to Owner's Premises on the date such Products, or any part thereof, were produced and ready for shipment.
8. **PROPRIETARY INFORMATION.** All information, plans, drawings, tracings, specifications, programs, reports, models, mock-ups, designs, calculations, schedules, technical information, data, manuals, proposals, CADD documents and other materials, including those in electronic form (collectively the "Documents") prepared and furnished by Infilco are Instruments of Service for use solely with respect to this Project. Infilco shall be deemed the author and owner of these Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The Purchaser, Engineer, or Owner shall not use these Instruments of Service for future additions or alterations to this Project or for other projects, without the prior written agreement by the Infilco. The Documents furnished by Infilco are proprietary to Infilco, submitted in strict confidence and shall not be reproduced, transmitted, disclosed or used in any other manner without Infilco's written authorization.
9. **INSPECTION BY PURCHASER.** Purchaser may inspect the Products at the point of manufacture, provided that such inspection is arranged and conducted so as not to unreasonably interfere with Infilco's or the manufacturer's operations. Purchaser's inspection of the Products and release for shipment shall constitute Purchaser's acceptance of the Products as conforming to the requirements of this Contract.
10. **WARRANTY OF TITLE.** Infilco warrants and guarantees that title to all Products covered by any invoice submitted to Purchaser, whether incorporated into the Project or not, will pass to Purchaser no later than the time of payment free and clear of all Liens. This paragraph does not apply to any Documents covered by paragraphs above entitled "Proprietary Information."
11. **WARRANTY.** Infilco warrants the Products shall conform to the description contained herein and be free from defects in material and workmanship for a period of one (1) year from date the Products are initially placed in operation or eighteen (18) months from date the Products are shipped, whichever occurs first. Upon Infilco's receipt of written notice within thirty (30) days of discovery of any defect, and a determination by Infilco that such defect is covered under the foregoing warranty, Infilco's responsibility is limited to correction of the defect by, at Infilco's option, repair or replacement of the defective part or parts, f.o.b. factory. This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with Infilco's written instructions and requirements or due to accident, misuse, abuse, neglect or corrosion. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses that may be incurred with repair or replacement. This warranty does not apply to equipment not manufactured by Infilco. Infilco limits itself to extending the same warranty it receives from the supplier. Infilco shall have no responsibility for the condition of primed or finish painted surfaces after the Products leave their point of manufacture. Field touch-up of shop primed or painted surfaces are normal and shall be at Purchaser or Owner's expense. Any touch-up or repainting required to shop primed or painted surfaces, for reasons other than improper or incorrect application in the shop, shall be Purchaser or Owner's responsibility. **UNLESS STATED ELSEWHERE HEREIN, INFILCO PROVIDES NO WARRANTY OF PRODUCT PERFORMANCE OR PROCESS RESULTS. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE INFILCO'S SOLE LIABILITY AND PURCHASER'S EXCLUSIVE REMEDY FOR FAILURE OF INFILCO TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF PURCHASER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.**
12. **BACKCHARGES.** Infilco shall not be liable for any charges incurred by Purchaser for work, repairs, replacements or alterations to the Products, without Infilco's prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser's full responsibility.

13. LIQUIDATED DAMAGES. Contracts which include liquidated damages clause for failure to meet shipping or job completion promises are not acceptable or binding upon Infilco, unless such clauses are specifically accepted in writing by an authorized representative of Infilco at its headquarters office.

14. LIMITATION OF LIABILITY. THE REMEDIES OF THE PURCHASER SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND ARE ITS SOLE REMEDIES FOR FAILURE OF Infilco TO COMPLY WITH ITS OBLIGATIONS HEREUNDER. Notwithstanding any provision in this Contract to the contrary, in no event shall Infilco be liable for any special, incidental, indirect, statutory, exemplary, punitive or consequential damages, of any kind whatsoever, or for any lost profits, business or revenue, loss of use or goodwill, or other lost economic advantage, arising out of or related to or arising from Infilco's obligations under this Contract or the breach hereof, whether such claims are based on breach of contract, breach of warranty, strict liability, tort, any federal or state statutory claim, or any other legal theory and even if Infilco knew, should have known, or has been advised of the possibility of such damages. THE TOTAL CUMMULATIVE LIABILITY OF Infilco TO THE COUNTY ARISING FROM OR RELATED TO THIS CONTRACT SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED. In no circumstance will any liability TO THE COUNTY under any portion of this Contract or associated contracts exceed the total Purchase Price. In the event that more than one claim is substantiated, the aggregate amount of all claims combined will not exceed the total Purchase Price. The limitation specified in this section shall survive and apply even if any limited remedy specified herein is determined to have failed of its essential purpose.

15. CANCELLATION BY PURCHASER. If Purchaser cancels this Contract or refuses to accept delivery of the Products, Purchaser shall be liable to Infilco for reasonable cancellation charges, including loss of anticipated profits, administrative costs, commissions to sales representatives, costs incurred by Infilco for all work performed or in process up to the time of cancellation or refusal to accept delivery, cancellation charges from Infilco's suppliers or subcontractors, and any other expenses incurred by Infilco in connection with Purchaser's cancellation or refusal to accept delivery.

16. DEFAULT BY PURCHASER. Without incurring any liability or waiving any claim for damages Infilco may have against Purchaser, Infilco may refuse to make or delay making delivery and/or withhold any service if: (a) Infilco becomes aware of facts which, in its judgment, render Purchaser's financial condition unsatisfactory or cast doubt on Purchaser's willingness or ability to pay for the Products and/or services; (b) the Purchaser becomes insolvent, (c) the Purchaser has a petition under any chapter of the bankruptcy laws filed by or against it, (d) the Purchaser makes a general assignment for the benefit of its creditors, (e) the Purchaser has a receiver requested for or appointed for it, (f) the Purchaser fails to comply with any of its material obligations under its Contract with Infilco, its contract with Owner or any other contract with Infilco, or (g) the Purchaser should fail to make prompt payment to Infilco in accordance with the terms of this Contract, then Infilco may, after first giving Purchaser ten (10) days written notice to cure such default, if Purchaser fails to cure or initiate satisfactory cure during such ten-day period, either (i) stop all work until such default has been cured and recover from Purchaser all reasonable costs and expenses incurred by Infilco resulting from Purchaser's default or (ii) terminate this Contract and recover from Purchaser as cancellation charges all costs and expenses incurred by Infilco up to time of and in connection with such termination including reasonable allowance for Infilco's overhead, administration expenses and profits, such reasonable allowance to be based on prevailing industry practice. If Purchaser is late in paying the Purchase Price or any partial payment due under this Contract, or otherwise breaches this Contract, Infilco shall be entitled to the maximum interest rate allowed by law on the overdue amount, and on its damages, calculated from the date of default in payment or other breach, plus court costs, reasonable attorneys' fees and other expenses incurred in any effort to collect.

17. DEFAULT BY Infilco. In the event of any default by Infilco and prior to Purchaser terminating the work for default, Purchaser shall give fourteen (14) days written notice of default to Infilco. Infilco shall remedy the default to the reasonable satisfaction of the Purchaser within fourteen (14) days of receipt of such written notice or, if such default cannot reasonably be remedied with such fourteen (14) day period, Infilco shall promptly begin to remedy the default within the fourteen (14) day period and thereafter diligently prosecute to conclusion all acts necessary to remedy the default, in which event such default shall be deemed to be remedied.

18. PATENT AND COPYRIGHT INFRINGEMENT.

- (a) Infilco shall defend any action or proceeding brought against Purchaser based on any claim that the Products, or any part thereof, or the operation or use of the Products or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Purchaser shall give prompt written notice to Infilco of any such action or proceeding and will reasonably provide authority, information and assistance (at Purchaser's expense) in the defense of same. Infilco shall indemnify and hold harmless Purchaser from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Purchaser or Infilco in any such action or proceeding. Infilco agrees to keep Purchaser informed of all developments in the defense of such actions.
- (b) If Purchaser is enjoined from the operation or use of the Products, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Infilco shall at its sole expense take reasonable steps to procure the right to operate or use the Products. If Infilco cannot so procure such right within a reasonable time, Infilco shall promptly, at Infilco's option and at Infilco's expense, (i) modify the Products so as to avoid infringement of any such patent or copyright, (ii) replace said Products with Products that do not infringe or violate any such patent or copyright, or (iii) as a last resort, remove the Products and refund the purchase price. In no case does Infilco agree to pay any recovery based upon its Purchaser's savings or profit through use of Infilco's Products whether the use be special or ordinary. The foregoing states the entire liability of Infilco for patent or copyright infringement.
- (c) Paragraphs (a) and (b) above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) arising out of the use of Infilco's Products in combination with non-Infilco recommended Products; (ii) relating solely to a particular process or product of a particular manufacturer specified by Purchaser, Engineer or Owner and not offered or recommended by Infilco to Purchaser, Engineer, or Owner or (iii) arising from modifications to the Products by Purchaser or Owner or its agents after acceptance of the Products. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Purchaser, Engineer or Owner shall defend, indemnify and hold harmless Infilco to the same extent Infilco is obligated to defend, indemnify and hold harmless Purchaser in Paragraph (a) above.

19. DISPUTE AVOIDANCE AND RESOLUTION. The parties are fully committed to working with each other and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Infilco and Purchaser commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the work. Infilco and Purchaser will first attempt to resolve disputes or disagreements at the field level through discussions between Infilco's Representative and Purchaser's Representative. If a dispute or disagreement cannot be resolved through Infilco's Representative and Purchaser's Representative, upon the request of either party, Infilco's Senior Representative and Purchaser's Senior Representative shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement. If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will

be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. For purposes of any Process Performance Guarantee, the above procedures shall also apply for any dispute with the Owner.

NOTICES. Unless otherwise provided, any notices to be given hereunder shall be given in writing and shall be deemed effectively given (i) upon personal delivery to the party to be notified, (ii) on confirmation of receipt by fax by the party to be notified, (iii) one business day after deposit with a reputable overnight courier, prepaid for overnight delivery and addressed as set forth below, or (iv) three days after deposit with the U.S Post Office, postage prepaid, registered or certified, with return receipt requested.

21. SUCCESSIONSHIP. Infilco and Purchaser intend that the provisions of this Contract are binding upon the parties, their employees, agents, heirs, successors and assigns.
22. ASSIGNMENT. Neither Infilco nor Purchaser may assign this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any prohibited assignment shall be null and void.
23. SEVERABILITY. If any term, condition or provision of this Contract or the application thereof to any party or circumstance shall at any time or to any extent be invalid or unenforceable, then the remainder of this Contract, or the application of such term, condition or provision to parties or circumstances other than those which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
24. GOVERNING LAW; JURISDICTION. This Contract shall be governed by, interpreted and enforced in accordance with the laws of the State of Florida, without regard to conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the Commonwealth of Virginia and the federal courts situated in the Commonwealth of Virginia, in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Contract, or otherwise arising under or by reason of this Contract.
25. NO WAIVER. The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Contract or to exercise any right under this Contract shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.

CONDITIONS OF FIELD SERVICE

If this Contract does not include Field Service or if Purchaser requires such service in addition to that included in this Contract, Purchaser may purchase from Inflico such Field Service or technical advice during installation or start-up of the Products, in which case Purchaser agrees to pay Inflico for Work Time, Travel Time and Standby Time based on (1) Inflico's "per diem" rates in effect at the time the service is performed; (2) the expenses of each Inflico employee so furnished; and (3) the terms and conditions under which such service is performed.

"PER DIEM" CHARGES FOR SERVICE

The following rates are currently in effect. They are subject to change by Inflico and are based on the definitions below. These rates are for domestic service only. Rates for service outside the Continental United States will be quoted upon request.

Classification of Serviceman	Straight Time Rate
Standard Service	\$ 1,250.00 Per day
	\$ Per
	\$ Per

TIME DEFINITIONS

- (a) Work Time - shall include all hours that Inflico service personnel are on Purchaser's job site, either working or ready for work, and shall be payable at the applicable specified rates.
- (b) Travel Time - shall include the time spent by Inflico service personnel in traveling between their customary headquarters and Purchaser's job site and in returning (including travel occurring on Saturdays, Sundays and holidays) up to a maximum of eight (8) hours chargeable time for any given one-way trip. Travel Time shall be paid for at the applicable Straight Time Rate and shall not be cumulative with Work Time in determining Overtime.
- (c) Standby Time - shall include all time (excluding Work Time) that Inflico service personnel are available for work at Purchaser's job site, whether on the job site or not, up to a maximum of eight (8) hours per day, between the hours of 7:00 a.m. and 6:00 p.m., Sunday through Saturday, including holidays if availability has been requested by Purchaser. Standby Time shall be paid for at the applicable Straight Time Rate; however, Standby Time preceded and/or followed by Work Time is cumulative in determining Overtime.

RATE DEFINITIONS

- (a) Straight Time Rate. This rate shall be paid for Work Time, Standby Time or Travel Time on a regular schedule of eight (8) hours per day, Monday through Friday.
- (b) Time and One-Half Rate. The rate of one and half (1-1/2) times the Straight Time Rate shall be paid for any Work Time or Standby Time in excess of eight (8) hours, but not exceeding sixteen (16) hours, per day, Monday through Friday, and for any Work Time or Standby Time on Saturdays, not to exceed sixteen (16) hours.
- (c) Double Time Rate. The rate of twice the Straight Time rates shall be paid for time worked in excess of sixteen (16) hours per day, without a six (6) hour break, Monday through Saturday, and for all time worked on Sundays and holidays. Holidays shall be those observed in the locality where the work is to be performed.

CHARGES FOR EXPENSES

In addition to the "Per Diem" charges above, Purchaser shall pay Inflico for all the traveling and living expenses and all other expenses of each Inflico employee incidental to the work.

TERMS AND CONDITIONS

- (1) Notification. Purchaser shall give Inflico at least two (2) weeks advance notice when ordering Field Service.
- (2) Terms of Payment. Purchaser shall pay Inflico immediately upon receipt of invoices covering the time and expenses of Inflico's employees furnished for such services. OVERDUE PAYMENTS NOT RECEIVED BY Inflico WITHIN THIRTY (30) DAYS FROM DATE OF INVOICE SHALL BE SUBJECT TO FINANCE CHARGES AT THE RATE OF ONE AND ONE-HALF PERCENT (1-1/2%) PER MONTH.
- (3) Time Sheets. Inflico employees shall present Purchaser at the end of each week or at the completion of the job if less than one (1) week, appropriate documents on which shall be indicated the number of hours spent and the estimated expense incurred on this work. Purchaser shall sign these documents in the place indicated, thus signifying approval of the time spent and estimated expense incurred on this work.
- (4) Delays. If the work of an Inflico employee is postponed or suspended by Purchaser, or is delayed or does not proceed with reasonable dispatch, due to no fault of Inflico, Inflico may withdraw such employee and return a serviceman to the job when needed and available; and any additional costs (including Travel Time and expenses) incurred by Inflico because of this shall be an additional charge to Purchaser.
- (5) Limitation of Liability. Inflico, in providing any Field Service hereunder, shall do so in an advisory capacity only and shall not be held responsible in any way for the acts, workmanship or omissions of the employees, contractors, sub-contractors or agents of Purchaser. Inflico SHALL NOT BE LIABLE IN ANY EVENT FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE.

PURCHASE PRICE: LOCAL IDI SALES REPRESENTATIVE WILL PROVIDE -----Dollars

exclusive of taxes per Condition 6 of Infilco Conditions of Sale)

Total Dollars (\$WILL PROVIDE)

Steel Index

Pricing is valid for 90 days from the date of this proposal. After such date, pricing is subject to The London Metal exchange index for stainless steel finished products, stainless steel rolled coil calculated from the original proposal/bid date.

SHIPPING
FOB jobsite, Full Freight

TERMS OF PAYMENT (as follows, subject to Condition 2 of Infilco Conditions of Sale):

10%	Net Cash, Payable in thirty (30) days from date of submittal of initial drawings for approval
85%	Net Cash, Payable in progress payments thirty (30) days from dates of respective shipments of the Products
5%	Net Cash, Payable in thirty (30) days from Product installation and acceptance or Ninety (90) days after date of final Product delivery, whichever occurs first

SCHEDULE: Approval drawings and data shall be submitted approximately **8-10** weeks after Infilco receives Purchaser's acceptance of this Proposal and pertinent design information. Infilco estimates that shipment of the Products can be made in approximately **20-22** weeks after Infilco has received from Purchaser final approval of all submittal drawings and data.

PURCHASER'S ACCEPTANCE: BY ITS SIGNATURE BELOW OR ISSUANCE OF ANY PURCHASE ORDER OR OTHER DOCUMENT, NOTWITHSTANDING ANY STATEMENT OR PROVISION CONTAINED THEREIN TO THE CONTRARY, PURCHASER AGREES TO ALL THE CONDITIONS AND PROVISIONS OF THIS PROPOSAL AND CONTRACT. NO OFFER BY PURCHASER TO ALTER, AMEND, LIMIT OR DELETE ANY CONDITION OR PROVISION OF THIS PROPOSAL AND CONTRACT SHALL BE BINDING UPON Infilco UNLESS EXPRESSLY ACCEPTED IN WRITING BY Infilco.

PURCHASER'S ACCEPTANCE:

Infilco Degremont, Inc.

Company Name _____

By: _____

By: _____
Name/Title

Jayda Freibert
Application Engineer
Name/Title

Date: _____

Date: March 7, 2006

Ship To: _____

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.~~ Sellers responsibility is limited to fabrication and shipment of the equipment only, FOB shipping point or jobsite. Design data submitted with the approval drawings will include weights and dimensions.

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.~~

Neither party shall be liable to the other for failure to perform or for delay in performance due to fire, flood or any other act of God, strike or other labor difficulty, act of any civil or military authority or of Purchaser, riot, embargo, delay in or shortage of transportation facilities, or any other delay beyond their reasonable control. In the event that either parties performance is delayed by any such cause, then the schedule for performance shall be extended accordingly.

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, **to the extent and proportion of its negligence**, indemnify, save and hold harmless Palm Beach County, its employees and agents against any and all **third party** 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

So long as the equipment is used for the purpose specified and is not modified, altered or combined with other equipment without the Sellers prior written authoirization, 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.

PALM BEACH COUNTY
TERMS AND CONDITIONS
Attachment A

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ACCEPTANCE

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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.

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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.

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In those cases where prices stated are not F.O.B. Destination, Seller is required to prepay charges and list on invoices.

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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

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REPRESENTATIVES

All parties to this order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly authorized Palm Beach County order.

TAX

Palm Beach County is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the County shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Seller be authorized to use the County Tax Exemption Number in securing such materials.

TERMINATION

Buyer reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed of proceeding commenced by or against Seller under any State or Federal law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the County. Seller will be liable for excess cost of re-procurement.

TERMS

By accepting this order, the Seller agrees that payment terms shall be in accord with the Florida Prompt Payment Act, Florida Statute 218.70, *et seq.*

UNACCEPTABLE TERMS

No provision of Vendor's agreement to supply the ordered goods, equipment, or materials shall in any way limit Vendor's liability for damages caused by defects in the materials incorporated in, nor the design or manufacture of, Vendor's equipment, goods, or materials. Vendor's agreement shall not include any provision requiring Palm Beach County to pay Vendor's attorney's fees in any dispute or claim arising out of this purchase order.

UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Seller and County for any terms and conditions not specifically stated in this order.

VENUE

Any and all legal actions arising from or necessary to enforce this contract will be held in Palm Beach County, and the service of process and interpretation of contractual obligation shall be in accordance with the laws of the State of Florida.

WARRANTY

Vendor acknowledges that the materials being ordered are for incorporation into a construction project being built by Palm Beach County pursuant to a contract with a construction contractor. Vendor agrees that it shall warrant its goods, equipment, or materials being ordered herein in compliance with Vendor's normal warranties, or in compliance with the warranty provisions of the construction contract, the terms of which are incorporated herein, whichever warranty provides the County with the greatest protection.

END OF SECTION



**WATER UTILITIES DEPARTMENT
INTEROFFICE MEMORANDUM**

DATE: June 22, 2006
TO: Jim Mize, Chief Assistant County Attorney
FROM: Steve McGrew, P.E. through
Brian Shields, P.E., Director of Engineering
Water Utilities Department
RE: Water Treatment Plant #8 / WUD 05-146
Sales Tax Recovery on Owner Furnished Material
Attorney Approval Form - Purchase Order No. WUD 05-146 - 2

MEMO:

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

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

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

Please Check One:

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

_____ Returned to Water Utilities with comments (WUD - Attn: Steve McGrew, 493-6110)

Signature

Date

c: Brian Shields
File 05-146-2

Purchase Requisition Request Form

Water Treatment Plant #8
Project No. WUD 05-146
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 05-146 - 2

Issued To:

DACO Division MKI Services, Inc.
3300 University Drive, Suite 750
Coral Springs, FL 33065
954/755-2092

Delivery Address:

R. J. Sullivan, Inc. / ATTN: Chris Sullivan
WTP #8, 1500 North Jog Road
West Palm Beach, FL 33417

Call for delivery instruction: 954/292-3403

Date	Project No.	Delivery Date	Ship via	F.O.B.	Terms
4/15/2006	WUD 05-146	As ordered by R. J. Sullivan	VENDOR	Project Site	Net 30

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

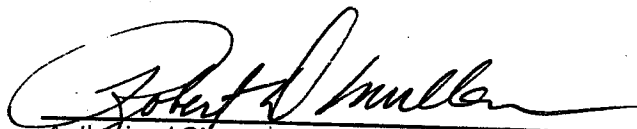
Attachments:

1. Palm Beach County Purchase Order #05-146 - 2
2. Attachment A is included by reference and provides Palm Beach County Terms and Conditions applicable to this Purchase Order.
3. Attachment B, this Purchase Requisition Request Form with attachments, is included by reference and provides a description of materials and equipment as required and provides applicable terms and conditions.

Notes:

1. Contract Schedule: Schedule Shipment as coordinated by R. J. Sullivan. 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 05-146
4. Materials for FOB jobsite.
5. All shipments must be labeled "County Furnished material for Project No. WUD 05-146"
6. Materials shall be complete and in strict accordance with Plans and Specifications prepared by CDM for WTP 8 Expansion (WUD 05-146), including Addendum No. 1
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	\$185,883.00
		S&H	Included
		SubTotal	\$185,883.00
		Sales Tax Rate	Exempt
		Sales Tax	0.00
		Total Due	\$185,883.00


 Authorized Signature: Project Representative
 Robert D. Mullen

DATE: March 7, 2006 – Revised June 7, 2006
TO: All Bidding Contractors
FROM: James B. Kelley
SUBJECT: Palm Beach County Plant 8 WTP
Camp Dresser & McKee
Bid Date: March 14, 2006 @ 2:00 PM

Gentlemen:

MKI Services, Inc. is pleased to offer the following equipment for your consideration on the above referenced project.

SECTION 11240 – LIME STORAGE SYSTEM

MKI Services, Inc. offers the following described equipment and services under the terms and prices stated in this proposal. The silo is a standard product of the DACO Division of MKI Services, Inc.

- 1) One (1) new lime silo with two outlet cones will be supplied. The lime storage silo will be 22'-0" diameter, supported by the side sheet on a concrete ring wall foundation supplied by others. The silo will have a nominal capacity of 100 tons of lime. Anchor bolts to attach the silo to the concrete foundation will be provided. The lime silo will be supplied bare metal. All coatings are the responsibility of the General Contractor.
- 2) One (1) flange mounted 20" diameter manhole with integral/pressure relief/vacuum relief will be provided. This item will be shipped loose for field installation as part of the silo erection.
- 3) One (1) 316 SS NEMA 4X truck unloading operating station will be provided as specified. The panel will be provided with the necessary switches, lights, etc. to perform the functions specified. The panel will be provided loose for field mounting and wiring by the General Contractor.
- 4) A schedule 40 steel pipe fill line together with the necessary elbows, couplings and brackets will be provided. These items will be shipped loose for field installation as part of the silo erection.
- 5) One (1) galvanized steel access ladder and dust collector platform as shown on the contract drawings. These items will be shipped loose for field installation as part of the silo erection.

Bidding Contractors

March 7, 2006 – Revised June 7, 2006

Page 2

- 6) An inlet target box will be provided on the roof of the silo. This box will be furnished loose for field installation as part of the silo erection.
- 7) One (1) pulse jet dust collector. The dust collector will be furnished loose for installation as part of the silo erection and all wiring in the field by the General Contractor. Remote disconnects are not included.
- 8) One (1) air compressor and accessories will be provided per specification. The air compressor will supply the necessary air to the dust collector and be supplied with the specified refrigerant dryer. Installation under the lime silo and interconnecting pipe work to the dust collector is the responsibility of the General Contractor.
- 9) Two (2) bin vibrators will be provided as specified. These items will be shipped loose for field installation as part of the silo erection. Wiring by the General Contractor.
- 10) Three (3) silo level indicators will be provided as specified. These items will be shipped loose for field installation as part of the site erection. Wiring by the General Contractor.
- 11) Two (2) manually operated site isolation valves will be provided as specified. These items to be installed by the General Contractor

EXCLUSIONS

MKI SERVICES, INC. is not providing installation of the following:

Transition Pieces
Feeders
Lime Slakers
Lime Slurry Tanks and Mixers
Permits
Storage
Foundations
Piping, pipe trays, and other accessories not supplied with the silo and Accelerator(s)
Shims for leveling equipment
Utility supply
Electrical work including wiring of motors, lights, etc.

PAYMENT TERMS: 90% NET 30 Days, 10% Retainage up to a maximum of 120 days.

SUBMITTALS: Available 6 to 8 weeks after receipt and acceptance of your purchase order.

**PALM BEACH COUNTY
TERMS AND CONDITIONS
Attachment A**

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

ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

ANTI-DISCRIMINATION

Sellers doing business with the County are prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation with regard to but not limited to the following employment practices, rates of pay or other compensation methods, and training selection.

ASSIGNMENTS

Any assignment of this order, performance of work hereunder, in whole or in part, or monies due or to become due hereunder, shall be void unless consented to by Buyer in writing and Buyer shall have no obligations to any assignee of Seller under any assignment not consented to in writing by Buyer.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold the seller responsible for any excess costs occasioned thereby.

DELIVERIES

Deliveries are to be made during hours 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on re-delivery, storage, or handling charges.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interest of the County and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order.

F.O.B.

In those cases where prices stated are not F.O.B. Destination, Seller is required to prepay charges and list on invoices.

INDEMNIFICATION

To the extent authorized by law, Seller shall indemnify, save and hold harmless Palm Beach County, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Seller, or its employees, agents, subcontractors of assignees pursuant to the terms of this order.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the County. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

INVOICING

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

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY-COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Palm Beach County, its employees and agents from liability for infringement of any United States patent, trademark or copyright trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

MODIFICATIONS

No modifications of this order shall be binding upon Buyer unless approved by an authorized representative of Buyer's Purchasing Office.

OCCUPATIONAL SAFETY AND HEALTH

Seller compliance required under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Material Safety Data Sheet (MSDS).

ORDER NUMBER

Order Number must appear on all invoices, packing slips, shipping notices, freight bills, and correspondence concerning this order.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

PERFORMANCE DURING EMERGENCY

By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Palm Beach County during and after the emergency/disaster at the terms, conditions, and prices as provided in this solicitation, and with a priority above, a preference over, sales to the private sector. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority/preference during and after an emergency/disaster shall constitute breach of contract and make the bidder subject to sanctions from further business with the County.

PUBLICITY

No endorsement by the County of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

QUANTITIES

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

REPRESENTATIVES

All parties to this order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly authorized Palm Beach County order.

TAX

Palm Beach County is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the County shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Seller be authorized to use the County Tax Exemption Number in securing such materials.

TERMINATION

Buyer reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed of proceeding commenced by or against Seller under any State or Federal law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the County. Seller will be liable for excess cost of re-procurement.

TERMS

By accepting this order, the Seller agrees that payment terms shall be in accord with the Florida Prompt Payment Act, Florida Statute 218.70, *et seq.*

UNACCEPTABLE TERMS

No provision of Vendor's agreement to supply the ordered goods, equipment, or materials shall in any way limit Vendor's liability for damages caused by defects in the materials incorporated in, nor the design or manufacture of, Vendor's equipment, goods, or materials. Vendor's agreement shall not include any provision requiring Palm Beach County to pay Vendor's attorney's fees in any dispute or claim arising out of this purchase order.

UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Seller and County for any terms and conditions not specifically stated in this order.

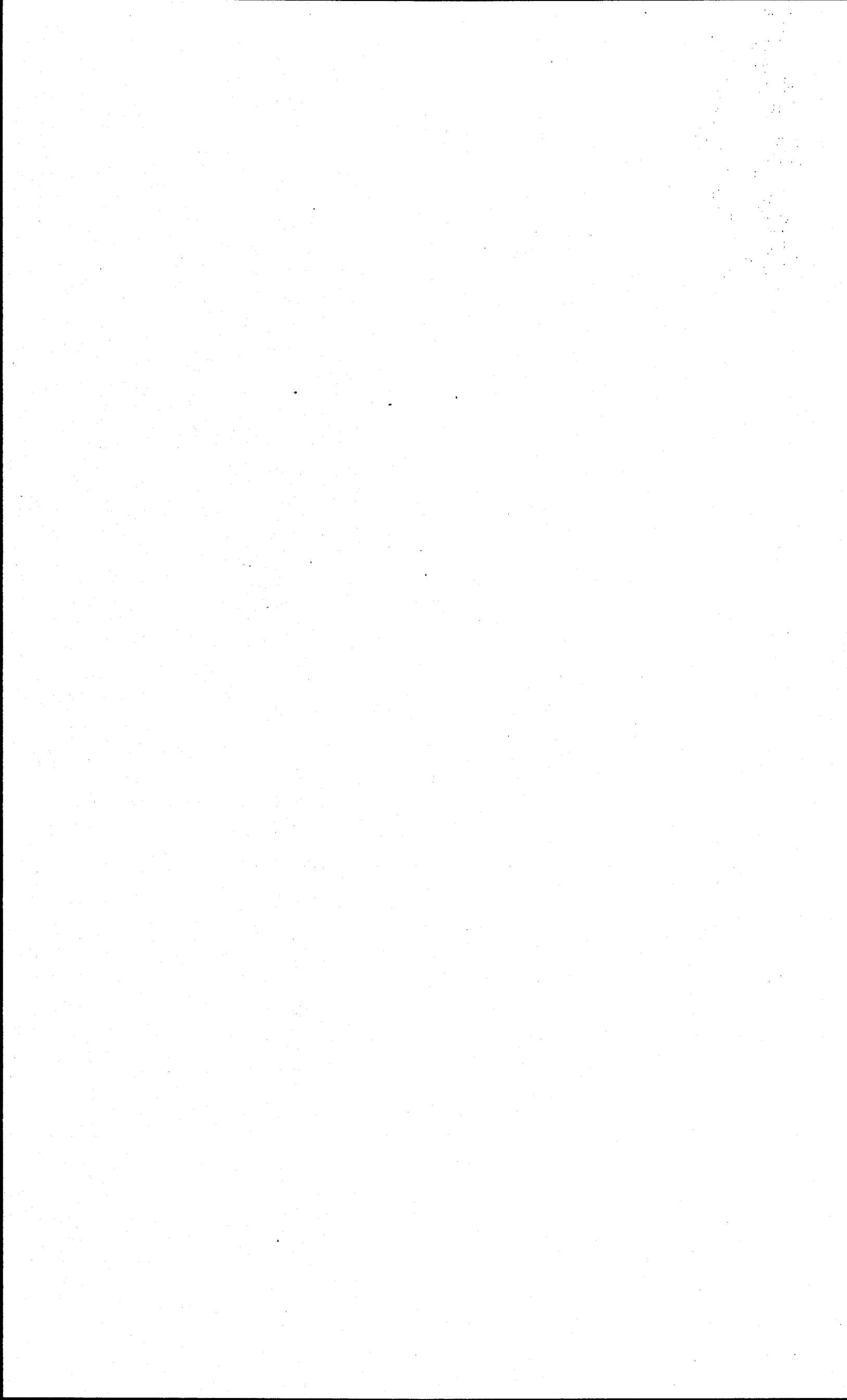
VENUE

Any and all legal actions arising from or necessary to enforce this contract will be held in Palm Beach County, and the service of process and interpretation of contractual obligation shall be in accordance with the laws of the State of Florida.

WARRANTY

Vendor acknowledges that the materials being ordered are for incorporation into a construction project being built by Palm Beach County pursuant to a contract with a construction contractor. Vendor agrees that it shall warrant its goods, equipment, or materials being ordered herein in compliance with Vendor's normal warranties, or in compliance with the warranty provisions of the construction contract, the terms of which are incorporated herein, whichever warranty provides the County with the greatest protection.

END OF SECTION





**WATER UTILITIES DEPARTMENT
INTEROFFICE MEMORANDUM**

DATE: June 22, 2006

TO: Jim Mize, Chief Assistant County Attorney

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

RE: Water Treatment Plant #8 / WUD 05-146
Sales Tax Recovery on Owner Furnished Material
Attorney Approval Form - Purchase Order No. WUD 05-146 - 2

MEMO:

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

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

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

Please Check One:

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

_____ Returned to Water Utilities with comments (WUD - Attn: Steve McGrew, 493-6110)

Signature

Date

c: Brian Shields
File 05-146-2

Purchase Requisition Request Form

Water Treatment Plant #8
Project No. WUD 05-146
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 05-146 - 2

Issued To:

DACO Division MKI Services, Inc.
3300 University Drive, Suite 750
Coral Springs, FL 33065
954/755-2092

Delivery Address:

R. J. Sullivan, Inc. / ATTN: Chris Sullivan
WTP #8, 1500 North Jog Road
West Palm Beach, FL 33417

Call for delivery instruction: 954/292-3403

Date	Project No.	Deliverery Date	Ship via	F.O.B.	Terms
4/15/2006	WUD 05-146	As ordered by R. J. Sullivan	VENDOR	Project Site	Net 30

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


Attachments:

1. Palm Beach County Purchase Order #05-146 - 2
2. Attachment A is included by reference and provides Palm Beach County Terms and Conditions applicable to this Purchase Order.
3. Attachment B, this Purchase Requisition Request Form with attachments, is included by reference and provides a description of materials and equipment as required and provides applicable terms and conditions.

Notes:

1. Contract Schedule: Schedule Shipment as coordinated by R. J. Sullivan. 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 05-146
4. Materials for FOB jobsite.
5. All shipments must be labeled "County Furnished material for Project No. WUD 05-146"
6. Materials shall be complete and in strict accordance with Plans and Specifications prepared by CDM for WTP 8 Expansion (WUD 05-146), including Addendum No. 1
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	\$185,883.00
		S&H	Included
		SubTotal	\$185,883.00
		Sales Tax Rate	Exempt
		Sales Tax	0.00
		Total Due	\$185,883.00


Authorized Signature: Project Representative
Robert D. Mullen

DATE: March 7, 2006 – Revised June 7, 2006
TO: All Bidding Contractors
FROM: James B. Kelley
SUBJECT: Palm Beach County Plant 8 WTP
Camp Dresser & McKee
Bid Date: March 14, 2006 @ 2:00 PM

Gentlemen:

MKI Services, Inc. is pleased to offer the following equipment for your consideration on the above referenced project.

SECTION 11240 – LIME STORAGE SYSTEM

MKI Services, Inc. offers the following described equipment and services under the terms and prices stated in this proposal. The silo is a standard product of the DACO Division of MKI Services, Inc.

- 1) One (1) new lime silo with two outlet cones will be supplied. The lime storage silo will be 22'-0" diameter, supported by the side sheet on a concrete ring wall foundation supplied by others. The silo will have a nominal capacity of 100 tons of lime. Anchor bolts to attach the silo to the concrete foundation will be provided. The lime silo will be supplied bare metal. All coatings are the responsibility of the General Contractor.
- 2) One (1) flange mounted 20" diameter manhole with integral/pressure relief/vacuum relief will be provided. This item will be shipped loose for field installation as part of the silo erection.
- 3) One (1) 316 SS NEMA 4X truck unloading operating station will be provided as specified. The panel will be provided with the necessary switches, lights, etc. to perform the functions specified. The panel will be provided loose for field mounting and wiring by the General Contractor.
- 4) A schedule 40 steel pipe fill line together with the necessary elbows, couplings and brackets will be provided. These items will be shipped loose for field installation as part of the silo erection.
- 5) One (1) galvanized steel access ladder and dust collector platform as shown on the contract drawings. These items will be shipped loose for field installation as part of the silo erection.

Bidding Contractors

March 7, 2006 – Revised June 7, 2006

Page 2

- 6) An inlet target box will be provided on the roof of the silo. This box will be furnished loose for field installation as part of the silo erection.
- 7) One (1) pulse jet dust collector. The dust collector will be furnished loose for installation as part of the silo erection and all wiring in the field by the General Contractor. Remote disconnects are not included.
- 8) One (1) air compressor and accessories will be provided per specification. The air compressor will supply the necessary air to the dust collector and be supplied with the specified refrigerant dryer. Installation under the lime silo and interconnecting pipe work to the dust collector is the responsibility of the General Contractor.
- 9) Two (2) bin vibrators will be provided as specified. These items will be shipped loose for field installation as part of the silo erection. Wiring by the General Contractor.
- 10) Three (3) silo level indicators will be provided as specified. These items will be shipped loose for field installation as part of the site erection. Wiring by the General Contractor.
- 11) Two (2) manually operated site isolation valves will be provided as specified. These items to be installed by the General Contractor

EXCLUSIONS

MKI SERVICES, INC. is not providing installation of the following:

Transition Pieces
Feeders
Lime Slakers
Lime Slurry Tanks and Mixers
Permits
Storage
Foundations
Piping, pipe trays, and other accessories not supplied with the silo and Accelerator(s)
Shims for leveling equipment
Utility supply
Electrical work including wiring of motors, lights, etc.

PAYMENT TERMS: 90% NET 30 Days, 10% Retainage up to a maximum of 120 days.

SUBMITTALS: Available 6 to 8 weeks after receipt and acceptance of your purchase order.

**PALM BEACH COUNTY
TERMS AND CONDITIONS
Attachment A**

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

ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

ANTI-DISCRIMINATION

Sellers doing business with the County are prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation with regard to but not limited to the following employment practices, rates of pay or other compensation methods, and training selection.

ASSIGNMENTS

Any assignment of this order, performance of work hereunder, in whole or in part, or monies due or to become due hereunder, shall be void unless consented to by Buyer in writing and Buyer shall have no obligations to any assignee of Seller under any assignment not consented to in writing by Buyer.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold the seller responsible for any excess costs occasioned thereby.

DELIVERIES

Deliveries are to be made during hours 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on re-delivery, storage, or handling charges.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interest of the County and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order.

F.O.B.

In those cases where prices stated are not F.O.B. Destination, Seller is required to prepay charges and list on invoices.

INDEMNIFICATION

To the extent authorized by law, Seller shall indemnify, save and hold harmless Palm Beach County, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Seller, or its employees, agents, subcontractors of assignees pursuant to the terms of this order.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the County. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

INVOICING

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

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY-COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Palm Beach County, its employees and agents from liability for infringement of any United States patent, trademark or copyright trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

MODIFICATIONS

No modifications of this order shall be binding upon Buyer unless approved by an authorized representative of Buyer's Purchasing Office.

OCCUPATIONAL SAFETY AND HEALTH

Seller compliance required under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Material Safety Data Sheet (MSDS).

ORDER NUMBER

Order Number must appear on all invoices, packing slips, shipping notices, freight bills, and correspondence concerning this order.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

PERFORMANCE DURING EMERGENCY

By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Palm Beach County during and after the emergency/disaster at the terms, conditions, and prices as provided in this solicitation, and with a priority above, a preference over, sales to the private sector. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority/preference during and after an emergency/disaster shall constitute breach of contract and make the bidder subject to sanctions from further business with the County.

PUBLICITY

No endorsement by the County of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

QUANTITIES

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

REPRESENTATIVES

All parties to this order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly authorized Palm Beach County order.

TAX

Palm Beach County is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the County shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Seller be authorized to use the County Tax Exemption Number in securing such materials.

TERMINATION

Buyer reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed of proceeding commenced by or against Seller under any State or Federal law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the County. Seller will be liable for excess cost of re-procurement.

TERMS

By accepting this order, the Seller agrees that payment terms shall be in accord with the Florida Prompt Payment Act, Florida Statute 218.70, *et seq.*

UNACCEPTABLE TERMS

No provision of Vendor's agreement to supply the ordered goods, equipment, or materials shall in any way limit Vendor's liability for damages caused by defects in the materials incorporated in, nor the design or manufacture of, Vendor's equipment, goods, or materials. Vendor's agreement shall not include any provision requiring Palm Beach County to pay Vendor's attorney's fees in any dispute or claim arising out of this purchase order.

UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Seller and County for any terms and conditions not specifically stated in this order.

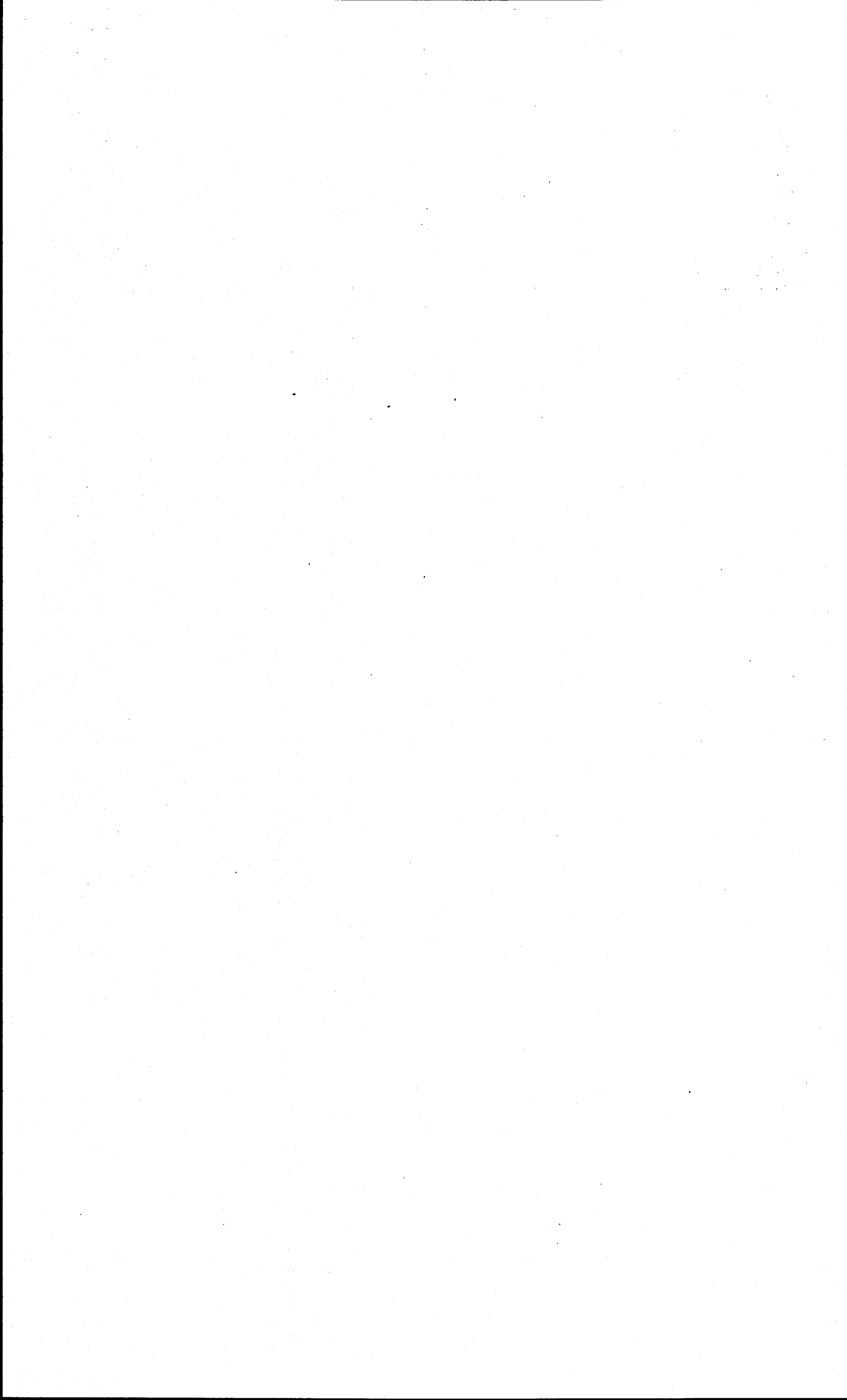
VENUE

Any and all legal actions arising from or necessary to enforce this contract will be held in Palm Beach County, and the service of process and interpretation of contractual obligation shall be in accordance with the laws of the State of Florida.

WARRANTY

Vendor acknowledges that the materials being ordered are for incorporation into a construction project being built by Palm Beach County pursuant to a contract with a construction contractor. Vendor agrees that it shall warrant its goods, equipment, or materials being ordered herein in compliance with Vendor's normal warranties, or in compliance with the warranty provisions of the construction contract, the terms of which are incorporated herein, whichever warranty provides the County with the greatest protection.

END OF SECTION





**WATER UTILITIES DEPARTMENT
INTEROFFICE MEMORANDUM**

DATE: May 16, 2006

TO: Jim Mize, Chief Assistant County Attorney

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

RE: Water Treatment Plant #8 / WUD 05-146.
Sales Tax Recovery on Owner Furnished Material
Attorney Approval Form - Purchase Order No. WUD 05-146 - 3

MEMO:

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

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

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

Please Check One:

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

Signature

Date

c: Brian Shields
File 05-146-3

Purchase Requisition Request Form

Water Treatment Plant #8
Project No. WUD 05-146
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 05-146 - 3

Issued To:

Chemco Systems, L.P.
1500 Industrial Drive
Monongahela, PA 15063
724/258-7333

Delivery Address:

R. J. Sullivan, Inc. / ATTN: Chris Sullivan
WTP #8, 1500 North Jog Road
West Palm Beach, FL 33417

Call for delivery instruction: 954/292-3403

Date	Project No.	Delivery Date	Ship via	F.O.B.	Terms
4/15/2006	WUD 05-146	As ordered by R. J. Sullivan	VENDOR	Project Site	Net 30

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

Attachments:

1. Palm Beach County Purchase Order #05-146 -3
2. Attachment A is included by reference and provides Palm Beach County Terms and Conditions applicable to this Purchase Order.
3. Attachment B, this Purchase Requisition Request Form with attachments, is included by reference and provides a description of materials and equipment as required and provides applicable terms and conditions.

Notes:

1. Contract Schedule: Schedule Shipment as coordinated by R. J. Sullivan. 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 05-146
4. Materials for FOB jobsite.
5. All shipments must be labeled "County Furnished material for Project No. WUD 05-146"
6. Materials shall be complete and in strict accordance with Plans and Specifications prepared by CDM for WTP 8 Expansion (WUD 05-146), including Addendum No. 1
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	\$284,791.00
		S&H	Included
		SubTotal	\$284,791.00
		Sales Tax Rate	Exempt
		Sales Tax	0.00
		Total Due	\$284,791.00


Authorized Signature: Project Representative
Robert D. Mullen



CHEMCO Systems, L.P.

1500 Industrial Drive
Monongahela, PA 15063

- Tele.: (724) 258-7333 • Fax.: (724) 258-7350
- E-mail: sales@chemcosystems.net

June 12, 2006

RE: Palm Beach County Water Utilities
Water Treatment Plant No. 8 Expansion
Section 11251 – Lime Feeder, Slaker, and Degritter Equipment
Chemco Proposal No. 60301 Revision 1

Gentlemen:

CHEMCO Systems, L.P. proposes to supply a lime slaking system for the above referenced project, which will consist of the items listed on the enclosed equipment description.

Base price, F.O.B. jobsite \$284,791.00

Equipment Description and Terms and Conditions sheets are enclosed for your review and reference.

Please call either Mr. James Kelley of Moss Kelley, or our Monongahela, PA office if we can assist you with the review of our bid.

Sincerely,
CHEMCO SYSTEMS, L.P.

Raymond W. Gentsch

Raymond W. Gentsch

cc: Jeff Tennant, Chemco Systems

CHEMCO Systems, L.P.

TERMS & CONDITIONS	
DELIVERY:	18 to 20 weeks after receipt of approved drawings. Drawings submitted ten to twelve weeks after receipt of a Purchase Order.
F.O.B.:	Jobsite – freight prepaid and included.
TERMS:	\$276,391.00 due Net 30 days after shipment, \$8,400.00 retainage due Net 60 days after shipment or at start-up, which ever occurs first. 1-1/2% per month on unpaid balances.
TAXES:	This quotation does not include sales, use, or transportation taxes. The purchaser is responsible for paying these taxes direct to the appropriate entity.
VALIDITY:	This quotation is for prompt acceptance by the buyer. Prices are firm for thirty (30) days from the date of this quotation and are thereafter subject to change without notice.
NOTE:	Shipments delayed by the Purchaser for more than one year from purchase order date are subject to billing at the prevailing rate, unless specifically addressed elsewhere in this proposal.
	<p>Due to limited storage space CHEMCO is unable to store the equipment beyond the scheduled shipping date. CHEMCO will invoice for the equipment based on the original schedule even though the equipment is not shipped, as long as the equipment is ready for shipping. If the Customer's construction site is not prepared to receive the equipment on the schedule ship date, then the Customer must designate an alternate site. CHEMCO will then ship the equipment to the designated alternate site.</p> <ul style="list-style-type: none"> • If the Customer does not designate an alternate site at least one week prior to the scheduled ship date, then CHEMCO will choose a storage facility and inform the Customer of the selection and the associated costs. The Customer will be billed for the following charges: • Equipment & materials for long-term horizontal storage, • Freight from CHEMCO to a Subcontractor's storage facility, • Subcontractor's storage fee, • Crane rental to load and unload the equipment,

CHEMCO Systems, L.P.

TERMS & CONDITIONS	
	<ul style="list-style-type: none">• CHEMCO shipper's expense to arrange for storage,• Supplies to clean the equipment & to put it in "as new" condition when the Customer is ready for delivery. <p>These charges will be billed to the Customer "at cost".</p>
WARRANTY:	<p>CHEMCO will warrant the system for twelve (12) months from initial operation. This will be limited to the supply of parts and materials only. Defective parts must be returned to CHEMCO for inspection and evaluation. Labor costs for parts replacement, if installed by CHEMCO personnel, will be billed at our prevailing per diem rate of \$1,250 plus living and travel expenses. Parts, which fail due to abnormal operating conditions, which were not known at the time of bid or system design, are not covered under this warranty. Consequential damages caused by equipment failure are excluded from this warranty.</p>

CHEMCO Systems, L.P.

EQUIPMENT DESCRIPTION		
ITEM	QUANTITY	DESCRIPTION
01	2	<p>Silo Isolation Valves</p> <ul style="list-style-type: none"> • 10" diameter manually operated knife gate valve • Cast iron wafer style body • 304 stainless steel gate • 304 stainless steel metal seat • Square braided PTFE impregnated synthetic fiber packing • Manual chain wheel operator • Field installation by the installing contractor
02	2	<p>Knife gate to feeder transition assemblies</p> <ul style="list-style-type: none"> • Two carbon steel fabricated transitions • One flexible connection <ul style="list-style-type: none"> ▪ Pure gum rubber construction ▪ 1 ply nylon reinforcement • Two stainless steel band clamps • Field installation by the installing contractor
03	2	<p>CHEMCO volumetric rotary vane feeders</p> <ul style="list-style-type: none"> • Carbon steel fabricated housing • Carbon steel fabricated rotor with flexible blades • Outboard bearings • Vibrator • Bias plate • Sample chute • 1/4 HP 230/460 Volt, 3 phase, 60 Hertz, TEFC motor • Variable speed VFD controller located in slaker control panel • Factory installed and wired on a slaker

CHEMCO Systems, L.P.

EQUIPMENT DESCRIPTION		
ITEM	QUANTITY	DESCRIPTION
04	2	<p>CHEMCO paste type slakers</p> <ul style="list-style-type: none"> • 2,000 pounds per hour capacity • Carbon steel construction • 2 hp, 230/460 volt, 3 phase, 60 hertz dual shaft mixer • Mixer torque sensor • Proximity switch for zero speed alarm and system shutdown • Slaker water inlet • Feeder inlet • Drain • Water jet dust and vapor remover • Overflow weir • Elevated screw type grit removal device <ul style="list-style-type: none"> • 1/3 hp, 230/460 volt, 3 phase, 60 hertz motor • Lime slurry inlet weir • Dilution water inlet • Abrasion resistant grit removal screw • Grit wash water • Overflow weir • Conductance type high level sensor • Field installation, piping, and wiring by the installing contractor
05	2	<p>Water supply panels to measure and control the water entering the slaker</p> <ul style="list-style-type: none"> • One manually operated isolation ball valve • One bronze pressure reducing valve with integral strainer • One pressure gauge • One pressure switch • Magnetic flow meter with 4-20 mA output • Modulating globe valve with pneumatic actuator and I/P positioner • Three normally closed brass solenoid valves • Lot of manually operated isolation ball valves • Lot of Schedule 80 PVC pipe • Carbon steel back plate • Field installation by the installing contractor

CHEMCO Systems, L.P.

EQUIPMENT DESCRIPTION		
ITEM	QUANTITY	DESCRIPTION
06	2	<p>Slaker dust and vapor arrestor booster fans</p> <ul style="list-style-type: none"> • Stainless steel eductor tube • Adapter flanges • Screened vent • 1/2 HP, 230/460 volt, 3 phase, 60 hertz, TEFC motor • Field installation, piping, and wiring by the installing contractor
07	2	<p>Proportioning weir tanks</p> <ul style="list-style-type: none"> • 304 stainless steel construction • Removable cover • One inlet • One mixer mount • Three manually adjustable weir plates • Three manually operated PVC discharge isolation ball valves • One overflow connection • One drain connection • One PVC overflow and drain line • One PVC drain ball valve • Field installation by the installing contractor
08	2	<p>Weir tank level monitors</p> <ul style="list-style-type: none"> • Ultrasonic type • Integral digital readout • PVC enclosed electronics • Tefzel constructed transducer • Field installation and wiring by the installing contractor
09	2	<p>Weir tank mixers</p> <ul style="list-style-type: none"> • Slow speed gear drive mechanical mixer • Clamp mount • 1/3 HP, 460 volt, 3 phase, 60 hertz, TEFC, motor • Stainless steel shaft • Stainless steel impeller • Field installation and wiring by the installing contractor
10	6	<p>Weir tank eductors</p> <ul style="list-style-type: none"> • PVC construction • Field installation and piping by the installing contractor

CHEMCO Systems, L.P.

EQUIPMENT DESCRIPTION		
ITEM	QUANTITY	DESCRIPTION
11	1	<p>Slaker system control panel</p> <ul style="list-style-type: none"> • NEMA 4X 316 stainless steel enclosure • Transformer • Main disconnect switch • Fuses • Surge protectors • Allen-Bradley programmable logic controller • Touch screen operator interface • Relays • Alarm siren • Push button • Terminal blocks • Field installation and wiring by the installing contractor
12	Lot	<p>Spare parts</p> <ul style="list-style-type: none"> • Six sets of rotor blades for rotary feeder • One complete grit auger • One set of paddles for slaker • One solenoid valve each size for slaker water panel • One set of gaskets and packing for slaker • Two eductors
<p>SERVICES AND ITEMS NOT INCLUDED IN CHEMCO'S PROPOSAL:</p> <ul style="list-style-type: none"> • Unloading • Erection • Installation • Design or supply of anchor bolts • Design or supply of concrete foundations • Hook-up of utilities • Supply of chemicals • Supply of any piping • Supply of any conduit or wiring • Supply of MCC or 480 Volt motor starters • Supply of any other materials or services unless specifically mentioned above 		

**PALM BEACH COUNTY
TERMS AND CONDITIONS
Attachment A**

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

ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

ANTI-DISCRIMINATION

Sellers doing business with the County are prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation with regard to but not limited to the following employment practices, rates of pay or other compensation methods, and training selection.

ASSIGNMENTS

Any assignment of this order, performance of work hereunder, in whole or in part, or monies due or to become due hereunder, shall be void unless consented to by Buyer in writing and Buyer shall have no obligations to any assignee of Seller under any assignment not consented to in writing by Buyer.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold the seller responsible for any excess costs occasioned thereby.

DELIVERIES

Deliveries are to be made during hours 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on re-delivery, storage, or handling charges.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interest of the County and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order.

F.O.B.

In those cases where prices stated are not F.O.B. Destination, Seller is required to prepay charges and list on invoices.

INDEMNIFICATION

To the extent authorized by law, Seller shall indemnify, save and hold harmless Palm Beach County, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Seller, or its employees, agents, subcontractors of assignees pursuant to the terms of this order.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the County. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

INVOICING

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

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY-COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Palm Beach County, its employees and agents from liability for infringement of any United States patent, trademark or copyright trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

MODIFICATIONS

No modifications of this order shall be binding upon Buyer unless approved by an authorized representative of Buyer's Purchasing Office.

OCCUPATIONAL SAFETY AND HEALTH

Seller compliance required under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Material Safety Data Sheet (MSDS).

ORDER NUMBER

Order Number must appear on all invoices, packing slips, shipping notices, freight bills, and correspondence concerning this order.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

PERFORMANCE DURING EMERGENCY

By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Palm Beach County during and after the emergency/disaster at the terms, conditions, and prices as provided in this solicitation, and with a priority above, a preference over, sales to the private sector. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority/preference during and after an emergency/disaster shall constitute breach of contract and make the bidder subject to sanctions from further business with the County.

PUBLICITY

No endorsement by the County of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

QUANTITIES

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

REPRESENTATIVES

All parties to this order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly authorized Palm Beach County order.

TAX

Palm Beach County is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the County shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Seller be authorized to use the County Tax Exemption Number in securing such materials.

TERMINATION

Buyer reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed of proceeding commenced by or against Seller under any State or Federal law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the County. Seller will be liable for excess cost of re-procurement.

TERMS

By accepting this order, the Seller agrees that payment terms shall be in accord with the Florida Prompt Payment Act, Florida Statute 218.70, et seq.

UNACCEPTABLE TERMS

No provision of Vendor's agreement to supply the ordered goods, equipment, or materials shall in any way limit Vendor's liability for damages caused by defects in the materials incorporated in, nor the design or manufacture of, Vendor's equipment, goods, or materials. Vendor's agreement shall not include any provision requiring Palm Beach County to pay Vendor's attorney's fees in any dispute or claim arising out of this purchase order.

UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Seller and County for any terms and conditions not specifically stated in this order.

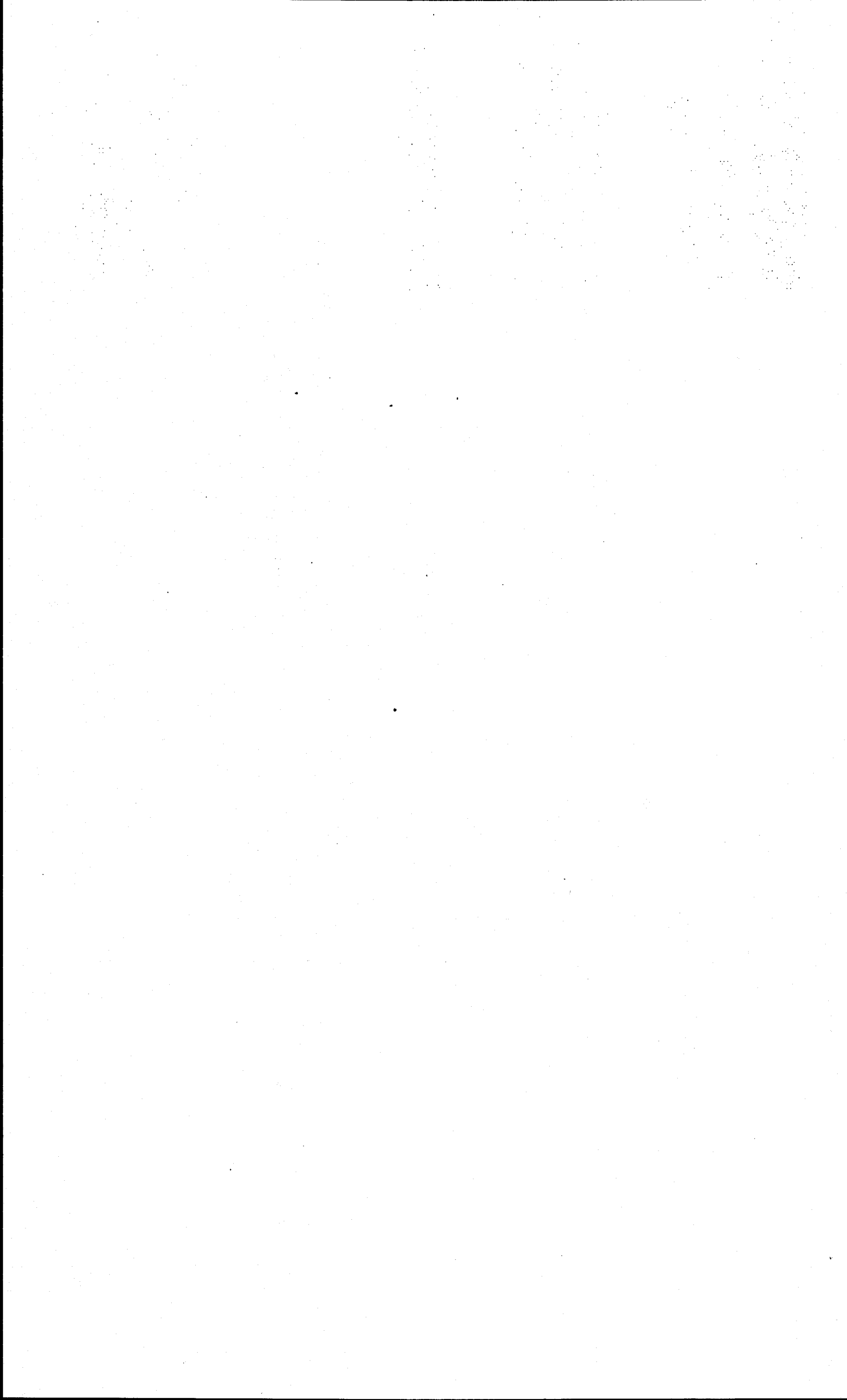
VENUE

Any and all legal actions arising from or necessary to enforce this contract will be held in Palm Beach County, and the service of process and interpretation of contractual obligation shall be in accordance with the laws of the State of Florida.

WARRANTY

Vendor acknowledges that the materials being ordered are for incorporation into a construction project being built by Palm Beach County pursuant to a contract with a construction contractor. Vendor agrees that it shall warrant its goods, equipment, or materials being ordered herein in compliance with Vendor's normal warranties, or in compliance with the warranty provisions of the construction contract, the terms of which are incorporated herein, whichever warranty provides the County with the greatest protection.

END OF SECTION





**WATER UTILITIES DEPARTMENT
INTEROFFICE MEMORANDUM**

DATE: June 22, 2006

TO: Jim Mize, Chief Assistant County Attorney

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

RE: Water Treatment Plant #8 / WUD 05-146
Sales Tax Recovery on Owner Furnished Material
Attorney Approval Form - Purchase Order No. WUD 05-146 - 4

MEMO:

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

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

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

Please Check One:

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

_____ Returned to Water Utilities with comments (WUD - Attn: Steve McGrew, 493-6110)

Signature

Date

c: Brian Shields
File 05-146-4

Purchase Requisition Request Form

Water Treatment Plant #8
Project No. WUD 05-146
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 05-146 - 4

Issued To:

WesTech Engineering, Inc.
3625 South West Temple
Salt Lake City, UT 84115
801/265-1000

Delivery Address:

R. J. Sullivan, Inc. / ATTN: Chris Sullivan
WTP #8, 1500 North Jog Road
West Palm Beach, FL 33417

Call for delivery instruction: 954/292-3403

Date	Project No.	Deliverery Date	Ship via	F.O.B.	Terms
4/15/2006	WUD 05-146	As ordered by R. J. Sullivan	VENDOR	Project Site	Net 30

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

Attachments:

1. Palm Beach County Purchase Order #05-146 - 4
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 R. J. Sullivan. 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 05-146
4. Materials for FOB jobsite.
5. All shipments must be labeled "County Furnished material for Project No. WUD 05-146"
6. Materials shall be complete and in strict accordance with Plans and Specifications prepared by CDM for WTP 8 Expansion (WUD 05-146), including Addendum No. 1
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	\$134,667.00
		S&H	Included
		SubTotal	\$134,667.00
		Sales Tax Rate	Exempt
		Sales Tax	0.00
		Total Due	\$134,667.00


 Authorized Signature: Project Representative
 Robert D. Mullen

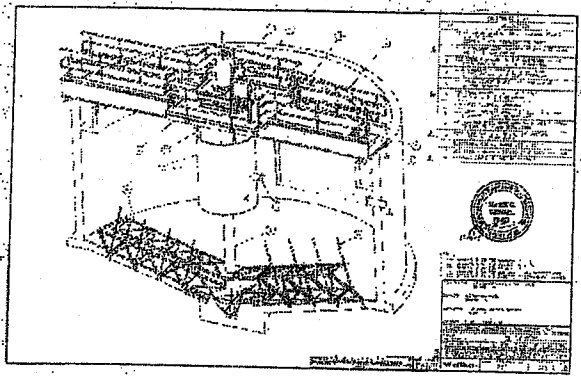
11362

WESTTECH

AN EMPLOYEE OWNED COMPANY

Furnished by:

WestTech Engineering, Inc.
3625 South West Temple
Salt Lake City, Utah 84115
Phone: (801) 265-1000
Fax: (801) 265 1080
E-Mail: jblattman@westtech-inc.com



Represented by:

Moss Kelley, Inc.
3300 University Dr., Suite 705
Coral Springs, FL 33065
Contact: Jim Kelley
Phone: (954) 755-2092
Fax: (954) 341-9370
E-Mail: jbk@mosskelley.com

Project No.: 053162

Prepared for:

All Bidding Contractors

Engineer:



Project Name:

West Palm Beach County System 8

Equipment:

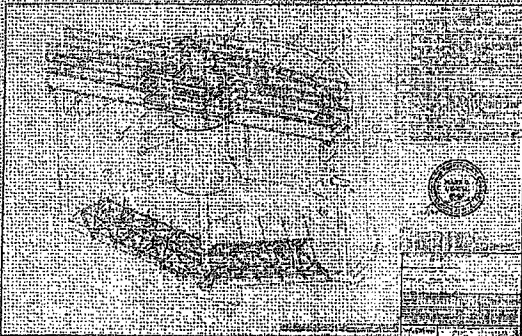
One (1) Gravity Thickener

WESTECH

AN EMPLOYEE OWNED COMPANY

Furnished by:

Westech Engineering, Inc.
3625 South West Temple
Salt Lake City, Utah 84115
Phone: (801) 265-1000
Fax: (801) 265-1080
E-Mail: jbaltman@westech-inc.com



Represented by:

Moss Kelley, Inc.
3300 University Dr., Suite 705
Coral Springs, FL 33065
Contact: Jim Kelley
Phone: (954) 755-2092
Fax: (954) 341-9370
E-Mail: jbk@mosskelley.com

Project No.: 053162

Prepared for:

All Bidding Contractors

Engineer:

CDM

Project Name:

West Palm Beach County System 8

Equipment:

One (1) Gravity Thickener



PROJECT: West Palm Beach, FL
PROPOSAL NO. 053162
Date: March 7, 2006 Page 2

REFERENCE ENGINEERS SPECIFICATIONS

SECTION: 11362

ADDENDUM: None.

ITEM: "A" - One (1) 50' Dia. x 10' SWD Shaft Drive Gravity Thickener Mechanism
WesTech Equipment Model No. THS13P

EACH UNIT FURNISHED COMPLETE WITH THE FOLLOWING COMPONENTS:

A WesTech standard shaft drive unit for a minimum 50,000 ft-lbs torque, with steel housing, forged alloy steel precision main bearing and integral spur gear, cycloidal or helical speed reducer, and 1/2 HP TEFC motor suitable for 230/460 volt, 3 phase, 60 hertz power. The drive unit shall include a 15 ton rake lifting device to lift the scraper arms 36" off the tank floor in case of a process upset. The lifting device shall be of the semi-automatic type, automatically lifting and self-lowering after operator clears the interlock by depressing the button on the control panel.

A WesTech Torkmatic overload control with three (3) adjustable switches for alarm, motor cutout and torque transmitter.

A 12" dia. Sch 80 steel pipe center shaft to transmit torque from the drive unit to the rake arms.

A circular steel feedwell, 8' diameter x 5' deep x 3/16" plate, with scum release ports.

Two (2) steel truss rake arms with pickets, blades and 1" dia x 2" long steel spikes on 6" unit centers arranged to scrape the tank bottom twice per revolution.

A steel beam type mechanism support bridge spanning the tank diameter, with 36" wide access walkway extending from one wall to the center platform. The walkway will consist of 1-1/4" aluminum grating, with 2-rail 1-1/2" diameter aluminum handrails with kickplate along both sides. The center platform will be 10' x 12' and be floored with 1/4" aluminum checkered plate. Handrail and flooring for the walkway will be provided by the CONTRACTOR to ensure uniformity throughout the plant and has NOT been included in WesTech's supply.

A steel influent pipe, 6" dia. Sch. STD with steel supports.

One Hoffman Nema 4X stainless steel enclosure. The control panel will be provided with door mounted, operators and status lights. Internally, will be relays, one reversing motor starter and one 7.5hp VFD with line reactor, terminal blocks, fuse and fuse blocks, terminal blocks, and other support components for operation of the thickener. A control power transformer will provide 120VAC for internal controls. The transformer will have both primary legs and one secondary leg fused. A top mounted, red light with horn and silence pushbutton provide indication of a high torque condition. A door mounted reset pushbutton clears all interlocks after the torque conditions have been removed. The control panel is



PROJECT: West Palm Beach, FL
PROPOSAL NO. 053162
Date: March 7, 2006 Page 3

wired to accept a single 480VAC, 3 phase, 60Hz power feed from the customer. A 3 pole circuit breaker with padlockable disconnect handle is provided for short circuit protection. All wiring for field connections will be brought to a terminal strip. All interconnecting wiring to be by others.

Hot dip galvanized steel anchor bolts and refined bar iron assembly bolts and fasteners.

SPARE PARTS: To include one (1) spare electric motor for drive unit, one (1) spare electric motor for lift unit, all gaskets required for motor replacement, and one (1) spare set of roller shaft bearings.

COMMENTS AND CLARIFICATIONS:

- WesTech has provided only the spare parts requested that are applicable to our drive design.
- WesTech has NOT included any lubricants, but will make recommendations to the contractor.
- Due to the compact nature of the WesTech drive the platform only needs to be 10' wide to maintain the specified 2'-6" clearance around the drive components.

OPTIONAL ITEMS:

ITEM: "A-1" - Fiberglass effluent weir plates.

ITEM: "A-2" - All non-submerged ferrous components to be prepared per SSPC-SP6 and given one (1) coat Tnemec N140-1255, 3.5-4.5 mils. Submerged ferrous components to be prepared per SSPC-SP10 and given one (1) coat Tnemec N140-1255, 3.5-4.5 mils.

ITEM: "A-3" - WesTech can offer handrail, kick plate, grating and checkered plate if we know the manufacturer used in the rest of the project. This would offer the advantage of being able to ship the pieces for a finished product rather than having to field fit the handrail and flooring to the Westech bridge.

ITEM: "A-4" - FIELD SERVICE: To include two (2) trips and two (2) days for inspection, startup, instruction of plant personnel, and observation of torque testing.

NOTE: ANY ITEM NOT LISTED ABOVE TO BE FURNISHED BY OTHERS.

ITEMS NOT BY WESTECH: Electrical wiring, conduit or electrical equipment, piping, valves, or fittings, lubricating oil or grease, shop or field painting, field welding, erection, detail shop fabrication drawings, performance testing, unloading, storage, concrete work, field service, (except as specifically noted).

This proposal section has been reviewed for accuracy and approved for issue:

By: Andrew Godfrey

Date: March 7, 2006



PROJECT: West Palm Beach, FL
PROPOSAL NO. 053162
Date: March 7, 2006 Page 4

PRICING

Unless otherwise indicated, prices listed below are for equipment only. All optional items will be offered with the purchase of the scoped equipment only and will not be sold separately. Prices are for a period not to exceed 30 days from date of proposal.

ITEM	EQUIPMENT	PRICE (U.S. \$)
"A"	One (1) 50' Dia. x 10' SWD Shaft Drive Thickener Mechanism	\$ _____
"A-1"	Fiberglass effluent weir plates	\$ _____
"A-2"	Shop Blast and Prime	\$ _____
"A-3"	Handrail, Grating and Checkered Plate	\$ _____
"A-4"	Field Service	\$ _____

This proposal includes a price and scope of supply based on information furnished to WesTech at the time of bid. Standard equipment, controls, or process designs are assumed and included. Any additional information or requirements issued after the date of this proposal may result in a change in price and/or delivery schedule.

Terms: Terms are net 30 days from shipment. Retentions are not allowed. Pricing does not include any extra money for retentions. If retentions are required by customer purchase order or contract, please contact WesTech and adjustments to pricing for the time value of money will be negotiated.

O & M Manuals: Operation and maintenance manuals are included in the above equipment price. Manuals will be provided before the equipment ships.

Sales Tax: No sales taxes, use taxes, or duties have been included in our pricing.

Freight: Prices quoted are F.O.B. jobsite. All claims for damage or loss in shipment shall be initiated by purchaser and communicated to WesTech within 48 hours of delivery.

Submittals: Shop drawing submittals will be made approximately 6 to 8 weeks after purchase order is received in our office.

Shipment: Estimated shipment time is 16 to 18 weeks after approved shop drawings are received in our office.



PROJECT: West Palm Beach, FL
PROPOSAL NO. 053162
Date: March 7, 2006 Page 5

Field Service: Prices do not include field service unless noted in equipment description and as broken out as a separate item. Additional field service is available at \$750.00 per day plus expenses.

Shipment/Extended Storage: If equipment installation and start-up are delayed more than 30 days, extended storage instructions must be requested from WestTech and the provisions of these instructions must be followed to keep WARRANTY in force.

Terms and Conditions: This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement. Otherwise, the proposal terms and conditions contained herein shall apply.

Paint: If your equipment has paint included in the price, please take note of the following. Primer paints are designed to provide only a minimal protection from the time of application (usually for a period not to exceed 30 days). Therefore, it is imperative that the finish coat be applied within 30 days of shipment on all shop primed surfaces. Without the protection of the final coatings, primer degradation may occur after this period, which in turn may require renewed surface preparation and coating. If it is impractical or impossible to coat primed surfaces within the suggested time frame, WestTech strongly recommends the supply of bare metal, with surface preparation and coating performed in the field. All field surface preparation, field paint, touch-up, and repair to shop painted surfaces are not by WestTech.

Arbitration: WestTech recommends that the Resolution of Claims and Disputes be changed from non-binding arbitration to binding arbitration. However, if this is still required in the general conditions of the specifications WestTech will accept but sees no reason to go to arbitration if and claim issue ever went that far.

WESTECH

WARRANTY

WesTech equipment is backed by WesTech's reputation as a quality manufacturer, and by many years of experience in the design of reliable equipment.

Equipment manufactured or sold by WesTech Engineering, Inc., once paid for in full, is backed by the following warranty:

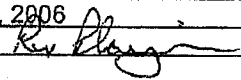
For the benefit of the original user, WesTech warrants all new equipment manufactured by WesTech Engineering, Inc. to be free from defects in material and workmanship, and will replace or repair, F.O.B. its factories or other location designated by it, any part or parts returned to it which WesTech's examination shall show to have failed under normal use and service by the original user within one (1) year following owners acceptance or 15 months from initial start-up and beneficial use. Such repair or replacement shall be free of charge for all items except for those items such as resin, filter media, and the like that are consumable and normally replaced during maintenance, with respect to which, repair or replacement shall be subject to a pro-rata charge based upon WesTech's estimate of the percentage of normal service life realized from the part. WesTech's obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period, and is limited to repair or replacement as aforesaid.

THIS WARRANTY IS EXPRESSLY MADE BY WESTECH AND ACCEPTED BY PURCHASER IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY. WESTECH NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY WITH RESPECT TO ITS EQUIPMENT. WESTECH SHALL NOT BE LIABLE FOR NORMAL WEAR AND TEAR, CORROSION, OR ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGE OR EXPENSE DUE TO PARTIAL OR COMPLETE INOPERABILITY OF ITS EQUIPMENT FOR ANY REASON WHATSOEVER.

This warranty shall not apply to equipment or parts thereof which have been altered or repaired outside of a WesTech factory, or damaged by improper installation, application, or maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer's requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures.

This warranty applies only to equipment made or sold by WesTech Engineering, Inc.

WesTech Engineering, Inc makes no warranty with respect to parts, accessories, or components purchased by the customer from others. The warranties which apply to such items are those offered by their respective manufacturers.

Job Number: 19929A
Author: David Fisher
Date: June 21, 2006
Approved By: 

PALM BEACH COUNTY
TERMS AND CONDITIONS
Attachment A

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ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

ANTI-DISCRIMINATION

Sellers doing business with the County are prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation with regard to but not limited to the following employment practices, rates of pay or other compensation methods, and training selection.

ASSIGNMENTS

Any assignment of this order, performance of work hereunder, in whole or in part, or monies due or to become due hereunder, shall be void unless consented to by Buyer in writing and Buyer shall have no obligations to any assignee of Seller under any assignment not consented to in writing by Buyer.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold the seller responsible for any excess costs occasioned thereby.

DELIVERIES

Deliveries are to be made during hours 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on re-delivery, storage, or handling charges.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interest of the County and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order.

F.O.B.

In those cases where prices stated are not F.O.B. Destination, Seller is required to prepay charges and list on invoices.

INDEMNIFICATION

To the extent authorized by law, Seller shall indemnify, save and hold harmless Palm Beach County, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Seller, or its employees, agents, subcontractors of assignees pursuant to the terms of this order.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the County. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

INVOICING

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

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY-COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Palm Beach County, its employees and agents from liability for infringement of any United States patent, trademark or copyright trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

MODIFICATIONS

No modifications of this order shall be binding upon Buyer unless approved by an authorized representative of Buyer's Purchasing Office.

OCCUPATIONAL SAFETY AND HEALTH

Seller compliance required under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Material Safety Data Sheet (MSDS).

ORDER NUMBER

Order Number must appear on all invoices, packing slips, shipping notices, freight bills, and correspondence concerning this order.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

PERFORMANCE DURING EMERGENCY

By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Palm Beach County during and after the emergency/disaster at the terms, conditions, and prices as provided in this solicitation, and with a priority above, a preference over, sales to the private sector. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority/preference during and after an emergency/disaster shall constitute breach of contract and make the bidder subject to sanctions from further business with the County.

PUBLICITY

No endorsement by the County of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

QUANTITIES

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

REPRESENTATIVES

All parties to this order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly authorized Palm Beach County order.

TAX

Palm Beach County is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the County shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Seller be authorized to use the County Tax Exemption Number in securing such materials.

TERMINATION

Buyer reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed of proceeding commenced by or against Seller under any State or Federal law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the County. Seller will be liable for excess cost of re-procurement.

TERMS

By accepting this order, the Seller agrees that payment terms shall be in accord with the Florida Prompt Payment Act, Florida Statute 218.70, *et seq.*

UNACCEPTABLE TERMS

No provision of Vendor's agreement to supply the ordered goods, equipment, or materials shall in any way limit Vendor's liability for damages caused by defects in the materials incorporated in, nor the design or manufacture of, Vendor's equipment, goods, or materials. Vendor's agreement shall not include any provision requiring Palm Beach County to pay Vendor's attorney's fees in any dispute or claim arising out of this purchase order.

UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Seller and County for any terms and conditions not specifically stated in this order.

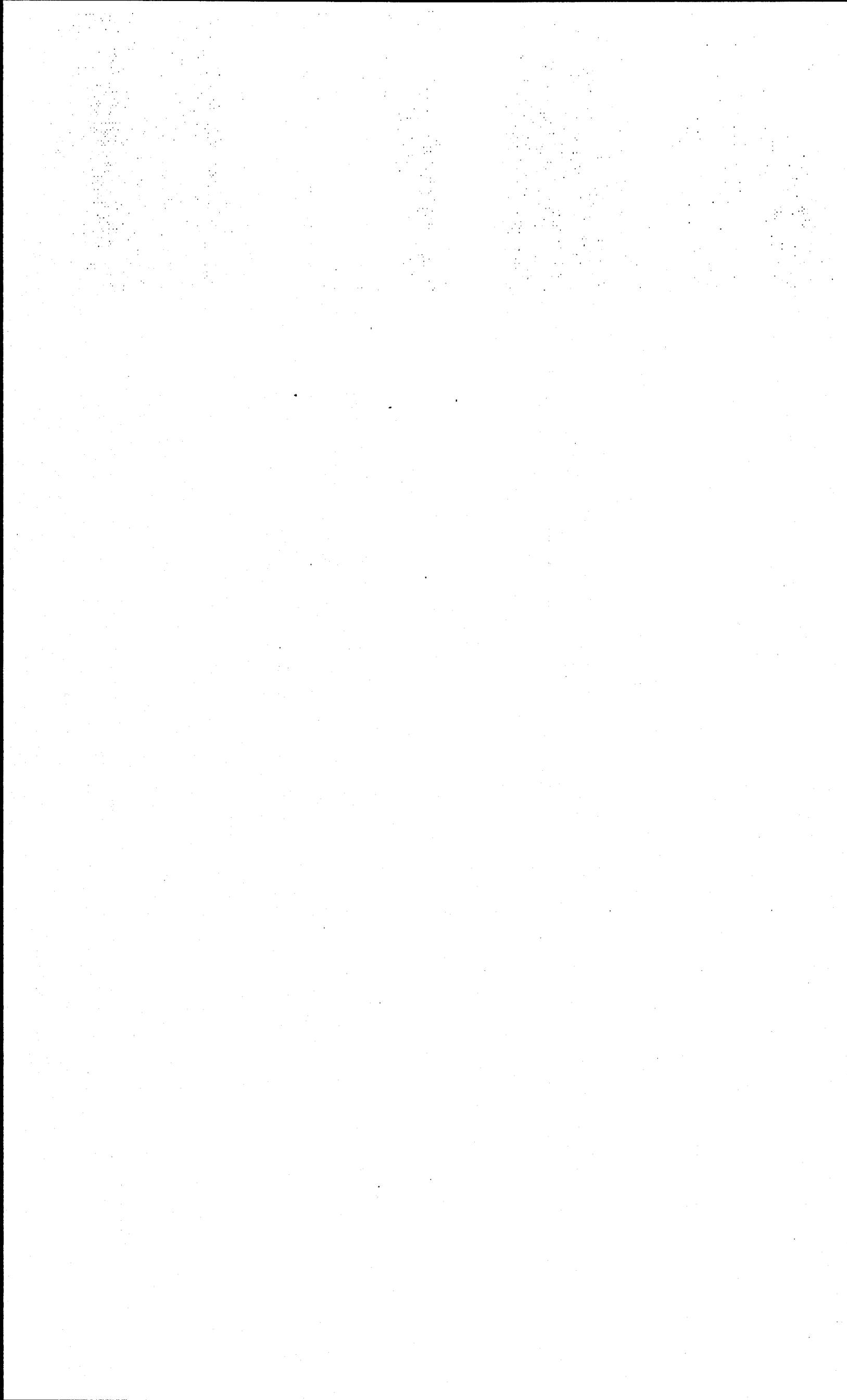
VENUE

Any and all legal actions arising from or necessary to enforce this contract will be held in Palm Beach County, and the service of process and interpretation of contractual obligation shall be in accordance with the laws of the State of Florida.

WARRANTY

Vendor acknowledges that the materials being ordered are for incorporation into a construction project being built by Palm Beach County pursuant to a contract with a construction contractor. Vendor agrees that it shall warrant its goods, equipment, or materials being ordered herein in compliance with Vendor's normal warranties, or in compliance with the warranty provisions of the construction contract, the terms of which are incorporated herein, whichever warranty provides the County with the greatest protection.

END OF SECTION





**WATER UTILITIES DEPARTMENT
INTEROFFICE MEMORANDUM**

DATE: June 22, 2006

TO: Jim Mize, Chief Assistant County Attorney

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

RE: Water Treatment Plant #8 / WUD 05-146
Sales Tax Recovery on Owner Furnished Material
Attorney Approval Form - Purchase Order No. WUD 05-146 - 5

MEMO:

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

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

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

Please Check One:

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

_____ Returned to Water Utilities with comments (WUD - Attn: Steve McGrew, 493-6110)

Signature

Date

c: Brian Shields
File 05-146-5

Purchase Requisition Request Form

Water Treatment Plant #8
Project No. WUD 05-146
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 05-146 -5

Issued To:

The F.B. Leopold Company, Inc.
227 South Division Street
Zelienople, PA 16063-1313
724/452-6300

Delivery Address:

R. J. Sullivan, Inc. / ATTN: Chris Sullivan
WTP #8, 1500 North Jog Road
West Palm Beach, FL 33417

Call for delivery instruction: 954/292-3403

Date	Project No.	Deliverery Date	Ship via	F.O.B.	Terms
4/15/2006	WUD 05-146	As ordered by R. J. Sullivan	VENDOR	Project Site	Net 30

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

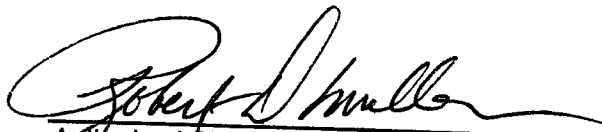
Attachments:

1. Palm Beach County Purchase Order #05-146 - 5
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:

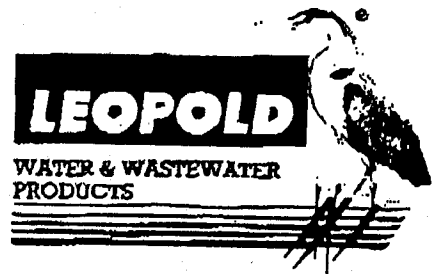
1. Contract Schedule: Schedule Shipment as coordinated by R. J. Sullivan. Submit a minimum of ten (10) copies of shop drawings for approval.
2. Vendor shall sign a duplicate copy of the Purchase Order to acknowledge the receipt of this order, acceptance of all Terms and Conditions and return to the Water Utilities Department, Attn: Procurement Manager, 8100 Forest Hill Blvd., WPB, FL 33413
3. This Purchase Order confirms acceptance of WUD 05-146
4. Materials for FOB jobsite.
5. All shipments must be labeled "County Furnished material for Project No. WUD 05-146"
6. Materials shall be complete and in strict accordance with Plans and Specifications prepared by CDM for WTP 8 Expansion (WUD 05-146), including Addendum No. 1
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	\$325,000.00
		S&H	Included
		SubTotal	\$325,000.00
		Sales Tax Rate	Exempt
		Sales Tax	0.00
		Total Due	\$325,000.00


Authorized Signature: Project Representative
Robert D. Mullen

June 20, 2006

Mr. Bob Mullen
RJ Sullivan Corp
2001 NW 22nd Street
Pompano Beach, FL 33069



RE: Palm Beach County WTP #8
Terms and Conditions

Mr. Mullen,

Thank you for your help in negotiating the Terms and Conditions between Leopold and Palm Beach County. We have reviewed the changes requested by the County's attorney and offer the following changes to our standard terms and conditions.

Leopold Proposal Number M6-4921-Q

Page 5 – We agree to accept freight terms as f.o.b. job-site with full truck freight allowed to the jobsite.

Item F of Terms and Conditions – We agree to remove Item F in its entirety

Item M of Terms and Conditions – We agree to delete the 1st sentence of Item M.

Item M of Terms and Conditions – We agree to change "The laws of the Commonwealth of Pennsylvania shall ..." to "The laws of the State of Florida shall...".

We believe that the above addresses all of the items discussed. Hopefully the above agreed to modifications will allow us to move forward with the issuing of the purchase order and the project as a whole.

Best regards,

F. B. LEOPOLD COMPANY, INC.

Richard Skradski

Richard Skradski
Regional Manager

Cc: John McLaughlin, Donna Rhodes (MTS Environmental)

March 14, 2006

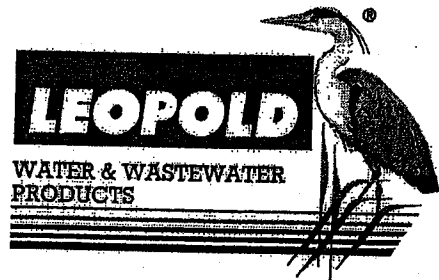
PROPOSAL NO. M6-4921-Q-R1

TO: Bidding Contractors

SUBJECT: Palm Beach County WTP #8
Palm Beach County, FL

ENGINEER: Camp Dresser & McKee, Inc

BID DATE: March 14, 2006



The F.B. Leopold Company Inc
227 South Division Street
Zelienople, PA 16063-1313
Phone: 724-452-6300
Fax: 724-452-1377
E-mail: sales@fbleopold.com
Web Site: www.fbleopold.com

We are pleased to offer the following materials and services by the F. B. Leopold Company, Incorporated.

This quotation has been prepared using Engineers Plans and Specification Sections with one (1) addendum.

SPECIFICATION SECTION 13221:

LEOPOLD UNIVERSAL® TYPE S® UNDERDRAIN:

Under this section, we propose to furnish Leopold Universal® Type S® Underdrain of the Dual/Parallel Lateral type, manufactured from corrosion resistant, high density polyethylene for installation in four (4) dual bay filters for a total of eight (8) filter cells. Each filter cell measures 12'-6" lateral run x 22'-6". The total filter area is 2,250 square feet.

The blocks shall be arranged end-to-end and mechanically joined with an O-ring to form continuous underdrain laterals approximately equivalent to the length of the filter cell. The joints shall be gasketed, bell and spigot type with internal alignment tabs for proper alignment, and be air and water tight. Joints shall be snap-lock type so that the blocks are joined with integral interlocking snap lugs and lug receptors for ease of assembly and installation of the laterals, and supplied with carbon steel "U" anchor rods.

Each filter cell shall have a type 316 stainless steel baffle plate.

MANUFACTURER'S SERVICES:

The services of a qualified Leopold technical representative to instruct the Contractor's personnel about the proper installation technique of the equipment will be provided for a period of twelve (12) days (8 hr/day) on site plus eight (8) days travel time to and from the job-site in four (4) trips. Additional services may be obtained at the current prevailing rate plus living and travel expenses.

Proposal No. M6-4921-Q-R1
March 14, 2006
Page 2



SPECIFICATION SECTION 13226 FILTER MEDIA:

Eight (8) filter cells, 281 square feet each
TOTAL FILTER AREA: 2,250 square feet

2695 cubic feet

GRAVEL – 12" Depth plus 15% extra
1/8" X No.12 - 6 inches (top layer)
1/4" X 1/8" - 2 inches
1/2" X 1/4" - 2 inches
3/4" X 1/2" - 2 inches (bottom layer)
TONS: 135

2156 cubic feet

SILICA SAND – 9" Depth plus
1" skimming allowance and 15 % extra
Effective size: 0.45mm to 0.55mm
Uniformity coefficient: 1.4
TONS: 108

4,528 cubic feet

FILTER ANTHRACITE – 20" Depth plus
1" skimming allowance and 15% extra
Effective Size: 0.95- 1.05mm
Uniformity coefficient: 1.4
TONS: 113

The 15% Extra of each media type will be packaged in cubic foot bags.

SUBMITTAL:

Materials meet and/or exceed American Water Works Association Standard B100-96 for Filtering Material. Samples and/or test reports detailing the physical and chemical characteristics of the filtering material will be provided for review and approval prior to release for shipment.

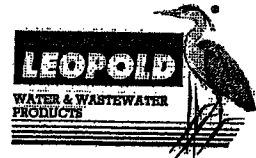
PACKAGING AND PLACEMENT EQUIPMENT:

Material will be packaged in semi-bulk containers, "Super Bags," with lifting sleeves and bottom discharge spout, containing approximately 2,000 to 4,000 pounds per sack.

QUANTITIES:

Quantities indicated above are F.B. Leopold Company's best calculations of the quantity requirements. Any additional loss of material due to storage or handling is not covered by this proposal.

Proposal No. M6-4921-Q-R1
March 14, 2006
Page 3



SPECIFICATION SECTION 13228 FILTER WASHWATER TROUGHS:

WASH TROUGHS:

Under this section, we propose to furnish thirty-two (32) Leopold Reinforced Fiberglass Troughs, Leo-Lite No.87, measuring 18" wide x 18" deep x 13'-4" long, round bottom construction.

Also included is the standard end hanger assembly fabricated from type 316 stainless steel and type 18-8 stainless steel hardware.

Wash troughs shall have one closed end and one open discharge end with water stop.

Also included shall be type 316 stainless steel stabilizers for stabilization of wash water troughs.

SPECIFICATION SECTION 13230 FILTER SURFACE WASH SYSTEM:

AGITATORS:

Under this section, we propose to furnish sixteen (16) Leopold Sub-surface, Filter Agitators, 10'-9" in diameter, with flexi-jet nozzles, and QJ end caps.

Agitators will have delrin center bearing assembly with type 316 stainless steel lateral arms.

Also included under this item will be 6' stn. stl. indicator rod with Lexan flag.

STAINLESS STEEL AGITATOR SUPPLY PIPE:

Under this section, we propose to furnish eight (8) sets of Leopold Leo-Resist Agitator Supply Piping. Supply piping shall be fabricated of schedule 40, type 316 stainless steel.

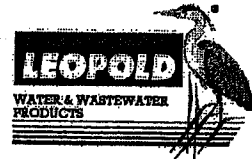
Included are 2" stainless steel downpipes with 2" NPT connection.

Supply piping shall commence with a flange 7 ½" outside the filter wall. The flange shall be shipped loose and field welded to pipe to allow the spool piece to pass through the wall sleeve with link seals shown on engineers plan sheet M-9 (wall sleeve and link seals Not by Leopold Co).

SPECIFICATION SECTION 13229 – FILTER CONTROL SYSTEM:

Under this section, we propose to supply the following Filter Instrumentation specified within the Filter Control System Specification:

Proposal No. M6-4921-Q-R1
March 14, 2006
Page 4



- One (1) Drexelbrook model 509 continuous influent level probe.
- Four (4) Drexelbrook model 509 continuous filter level probes
- Four (4) Rosemount 3051 filter loss of head transmitters
- Four (4) Rosemount 3051 filter effluent flow transmitters
- One (1) Rosemount 3051 backwash flow transmitter
- Four (4) Hach 1720E filter effluent turbidimeters with one (1) SC100 controller.
- Four (4) Hach 1720E filter influent turbidimeters with one (1) SC100 controller.
- One (1) Hach 1720E clearwell turbidimeter.

MANUFACTURER'S SERVICES:

The services of a qualified Leopold technical representative to commission the control system equipment will be provided for a period of three (3) days (8 hr/day) on site plus two (2) days travel time to and from the job-site in one (1) trip. Additional services may be obtained at the current prevailing rate plus Living and travel expenses.

DELIVERY:

All sales are F.O.B. factory with full truck freight allowed to jobsite. The transportation carrier's initial weight shall govern settlement. With delivery of the media to the initial carrier, properly consigned as per your instructions, our responsibility ceases. If same is misdelivered, confiscated, contents lost or damaged en route, your recourse is against the carrier. We do not agree to replace media or accept deduction for loss or damage.

PRICING:

Pricing is for shipments on or before December 31, 2006. We do not include any applicable taxes.

MANUFACTURING LEADTIME:

Manufacturing lead-time shall be determined upon receipt of final drawing approval.

PLEASE NOTE THE FOLLOWING:

1. Specification Section 13221-7, 1.11.B: The specification calls for piezometer testing of the underdrain at flow rates of 5gpm/sf, 10gpm/sf, and 12gpm/sf. In flow rates under 10gpm/sf the filter underdrains only create a few inches of headloss through the primary chambers. This low headloss makes achieving



accurate measurements difficult. Leopold does not recommend conducting the testing at such low rates.

2. Specification Section 13228-2,2.01.F: The troughs will have a round bottom in lieu of the specified polygonal bottom.
3. Specification Section 13226-2,2.01.B: The top layer of gravel shall be 1/8" x No 12 in lieu of the specified 1/8" x No 10. The specified gravel is not available in this area.
4. Specification Section 13226-2,2.01.C: The specifications for the sand describe the media utilizing both sieve limits and an effective size with uniformity coefficient. The AWWA B100 states that the media should be specified utilizing one of the methods but not both. Leopold will supply sand matching the specified effective size and uniformity coefficient.
5. Specification Section 13226-2,2.01.D: The specifications for the anthracite describe the media utilizing both sieve limits and an effective size with uniformity coefficient. The AWWA B100 states that the media should be specified utilizing one of the methods but not both. Leopold will supply anthracite matching the specified effective size and uniformity coefficient.
6. Specification Section 13226-3,3.01.B: The specification call for on-site testing of the media. Leopold will conduct pre-shipment testing only. The on-site testing should be done by a laboratory experienced in AWWA B100 testing and sampling methods.
7. Specification Section 13230-2, 1.07.A: The agitator arms will be constructed of schedule 5 pipe in lieu of the specified schedule 40. The nozzles will not snap into schedule 40 pipe.
8. Specification Section 13230-3, 2.02.D: The agitator's maximum operating pressure should be 100psi in lieu of the specified 150psi.
9. Specification Section 13230-3, 2.02.D: The agitators system is designed to have a flow of 0.82gpm/sf at 70psi or 1gpm/sf at 100psi.

Proposal No. M6-4921-Q-R1
March 14, 2006
Page 6



SUMMARY:

We propose to furnish the above described material for a total lot net selling price of **\$325,000.00**, f.o.b. factory with full truck freight allowed to the jobsite. This price is firm for sixty (60) days, based on shipment of all material by December 31, 2006. Equipment shipped and invoiced after this date shall be escalated at the rate of one and one-half percent (1-1/2%) per month.

For further information pertaining to the equipment contained in this proposal, please contact our area representative, who is:

MTS Environmental Inc.
105 S. Narcissus Ave.
Suite 612
West Palm Beach, FL 33401
Phone: 561-835-8082
Fax: 561-832-3119
Attention: John Harward

Respectfully,

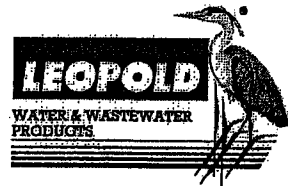
F. B. LEOPOLD COMPANY, INC.

A handwritten signature in cursive script, appearing to read "Richard Skradski".

Richard Skradski
Regional Manager

Attachment: Terms of Quotation

Palm Beach, FL M6-4921-Q-R1



THE F. B. LEOPOLD COMPANY, INC
TERMS and CONDITIONS
REVISED MAY 25, 2004

DEFINITIONS

Wherever used in these terms and conditions, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Buyer: _____

Seller: The F. B. Leopold Company, Inc.

Purchase Order: Buyer's initial offer to purchase equipment from Supplier dated _____ and identified by the following reference number _____.

THE FOLLOWING TERMS AND CONDITIONS are an integral part of the offer by The F. B. Leopold Company, Inc. to sell the equipment described in Proposal Number M6-4921-Q-R1 dated March 14, 2006.

A. CONTRACT SPECIFICATION: Supplier will be bound by the technical and general portion of the documents that form a part of the prime contract only to the extent that they are applicable to the supply and delivery of the material, equipment and workmanship under the Contract.

B. TERMS OF PAYMENT: Net cash within thirty (30) days after date of invoice, subject to the approval by SELLER'S Credit Department. Interest in the amount of one and one-half percent (1-1/2%) per month will be added to all invoices not paid within thirty (30) days of the date of the invoice.

C. PRICES AND ESCALATION: Prices are based on shipment of all equipment and goods no later than 365 days after Purchase Order Date; if shipment is delayed beyond that date through no fault of SELLER, prices shall be increased at a rate of one and one-half percent (1-1/2%) per month on all equipment shipped and invoiced after that date.

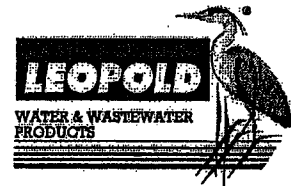
D. TAXES: Sale price does not include any local, state or federal taxes, permit charges or other fees. The BUYER shall pay any taxes, charges or fees that may apply.

E. GENERAL WARRANTY (OTHER THAN MEDIA): SELLER, for the period of fifteen (15) months from date of shipment or twelve (12) months from the date of acceptance, whichever occurs first, warrants its products to be free from defects in workmanship and material under normal use and service and when used for the purpose and under conditions which The F.B. Leopold Company, Inc. recommends that its products be used. NO LIABILITY IS ASSUMED BY THE SELLER UNDER ANY CIRCUMSTANCES FOR LABOR, MATERIAL OR OTHER COSTS ASSOCIATED WITH THE REMOVAL, REPLACEMENT OR REPAIR OF DEFECTIVE EQUIPMENT OR REINSTALLATION OF REPLACEMENT EQUIPMENT, UNLESS PREVIOUSLY APPROVED IN WRITING BY AN AUTHORIZED EMPLOYEE OF THE SELLER. BUYER must notify The F.B. Leopold Company, Inc. immediately upon discovery. The SELLER shall have the right to inspect said product and BUYER shall, if requested, return the defective product to the SELLER with transportation prepaid. Freight charges in connection with the foregoing remedies are the responsibility of the BUYER.

FILTER MEDIA WARRANTY (if applicable): SELLER warrants that its filter media products will meet the standards established by the latest edition of AWWA (American Water Works Association) B100. SELLER shall be responsible for verifying that the filter media meets or exceeds the AWWA B100 Standard at the point of sale. Testing shall be by an independent laboratory, which regularly performs testing of filter media. BUYER shall notify The F.B. Leopold Company, Inc. immediately upon discovery of any defective product. The SELLER shall have the right to inspect said product and BUYER shall, if requested, return the defective product to the SELLER with transportation prepaid. NO LIABILITY IS ASSUMED BY THE SELLER UNDER ANY CIRCUMSTANCES FOR LABOR, MATERIAL OR OTHER COSTS ASSOCIATED WITH THE REMOVAL OR REPLACEMENT OF MEDIA UNLESS PREVIOUSLY APPROVED IN WRITING BY AN AUTHORIZED EMPLOYEE OF THE SELLER.

THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

F. LIMITATION OF LIABILITY. The F. B. Leopold Company, Inc. shall not be liable for indirect, special, incidental or consequential damages or penalties and does not assume any liability of BUYER or others, or to others, for injuries to persons or property resulting from the alleged failure of The F. B. Leopold Company, Inc. products.



G. **DELIVERY:** SELLER will use reasonable diligence to comply with BUYER'S requested shipping and delivery dates and to obtain similar commitments from the SELLER'S subcontractors and suppliers. SELLER shall not be liable for any loss, damage, expense, or charge of any kind resulting from delays in shipment, delivery, or installation. Without limitation to the foregoing, under no circumstances shall SELLER be liable for any failure or delay in shipment, delivery, or installation resulting from any cause beyond SELLER'S control, including, but not limited to, provisions of law or governmental regulations; accident, explosion, fire, windstorm, flood or other casualty; strike, lockout, or other labor difficulty; riot, war, insurrection, shortage or inability to secure labor, or other services, raw materials, production or transportation facilities, or for delays or failures by third parties to provide supplies, components, services, parts, or equipment required by SELLER to complete the contract. All shipping dates provided at any time by the SELLER are approximate and SELLER shall not be liable in any way for failure to ship in accordance with any shipping dates furnished by SELLER.

H. **FREIGHT:**

Domestic Shipments - Equipment and goods are quoted "FOB Place of Shipment, freight allowed to first destination". BUYER shall be responsible for filing claims with the carrier for loss or damage of equipment and goods in transit. SELLER reserves the right to select the method of shipment, routing and carrier for all equipment and goods sold freight allowed. Additional transportation cost due to requested routing, method of shipment or other instructions will be added to the price and paid by BUYER.

International Shipments - Freight terms are as follows:

_____ CIP - Carriage, insurance paid to port of destination designated by the BUYER. SELLER shall be responsible for filing claims with the carrier for loss or damage of equipment and goods in transit to the port of destination designated by the BUYER. only. BUYER shall be responsible for filing claims with the carrier for loss or damage of equipment and goods in transit to final inland destination. SELLER reserves the right to select the method of shipment, routing and carrier for all equipment and goods sold freight allowed. Additional transportation cost due to requested routing, method of shipment or other instructions will be added to the price and paid by BUYER.

_____ DDU - Delivered duty unpaid to BUYER'S premises. SELLER shall be responsible for filing claims with the carrier for loss or damage of equipment and goods in transit. SELLER reserves the right to select the method of shipment, routing and carrier for all equipment and goods sold freight allowed. Additional transportation cost due to requested routing, method of shipment or other instructions will be added to the price and paid by BUYER.

_____ FOB US Port - Freight onboard vessel. SELLER shall be responsible for filing claims with the carrier for loss or damage of equipment and goods in transit to US port only. BUYER shall be responsible for filing claims with the carrier for loss or damage of equipment and goods in transit from the US port and to final destination. SELLER reserves the right to select the method of shipment, routing and carrier for all equipment and goods sold freight allowed. Additional transportation cost due to requested routing, method of shipment or other instructions will be added to the price and paid by BUYER.

_____ EXW - Ex Works - BUYER is to make all freight arrangements at SELLER'S premises.

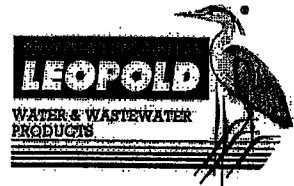
I. **PENALTIES:** The F. B. Leopold Company, Inc. will accept no liquidated damage provisions or penalty provisions.

J. **TITLE:** Title to the equipment and goods described herein shall pass at the time the goods ship from our factory or supplier. (see U.C.C. Sec. 2-401). However, as between BUYER and SELLER, risk of loss shall vest in the BUYER at the time the equipment and goods are put in possession of the carrier.

K. **MATERIALS NOT INCLUDED:** This Purchase Order includes only those materials and supplies specifically mentioned in The F. B. Leopold Company, Inc. Proposal and it shall not be construed to include wire, conduit, grout, adhesives, mortar or other construction materials which may be necessary to install The F. B. Leopold Company, Inc. equipment.

The equipment described in the Proposal may not meet the letter of the specifications, which this Proposal addresses. In the event that a Consulting Engineer shall determine, upon submission by The F. B. Leopold Company, Inc. of detailed drawings, that the submitted equipment is not acceptable, SELLER shall have the option of either; 1.) Furnishing fully compliant equipment or, 2.) Withdrawal from the contract without penalty.

L. **CANCELLATION:** Upon cancellation by BUYER of its contract to purchase the equipment, goods and services described in this Proposal, SELLER shall be entitled to recover all direct and indirect costs incurred.



M. ATTORNEY'S FEE: SELLER shall be entitled to recover from BUYER all attorney's fees incurred by SELLER as a result of any breach by BUYER of its contract to purchase the equipment, goods and services described in this Proposal. OFFER AND ACCEPTANCE: This proposal is an invitation to deal and is not intended by SELLER to be an offer of sale. BUYER may offer to purchase the equipment, goods and services described in the Proposal by executing the "Offer to Purchase" below. Upon the subsequent execution of the "Acceptance" below, by an officer of the SELLER at Zellenople, Pennsylvania, this Proposal will become the entire agreement between the BUYER and the SELLER, and no previous communications or negotiations, whether oral or written, shall be of any effect. THERE ARE NO COVENANTS OR AGREEMENTS, INDUCEMENTS, GUARANTEES, WARRANTIES, ADDITIONS OR CONSIDERATIONS OTHER THAN AS SET FORTH SPECIFICALLY HEREIN. The parties intend to be legally bound hereby upon the execution of this instrument as a contract. The laws of the Commonwealth of Pennsylvania shall govern this transaction. In the event BUYER issues its own purchase order based on this Proposal, the terms and conditions contained herein shall be deemed to be incorporated in said purchase order or contract, unless exception is taken by specified references thereto.

AGREEMENT TO PURCHASE: BUYER agrees to purchase the equipment and services herein in accordance with the terms and conditions set forth above.

ACCEPTANCE: SELLER hereby accepts BUYER'S offer to purchase.

(BUYER)
BY: _____

_____, 20____

THE F. B. LEOPOLD COMPANY, INC.
BY: _____

_____, 20____

PALM BEACH COUNTY
TERMS AND CONDITIONS
Attachment A

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

ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

ANTI-DISCRIMINATION

Sellers doing business with the County are prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation with regard to but not limited to the following employment practices, rates of pay or other compensation methods, and training selection.

ASSIGNMENTS

Any assignment of this order, performance of work hereunder, in whole or in part, or monies due or to become due hereunder, shall be void unless consented to by Buyer in writing and Buyer shall have no obligations to any assignee of Seller under any assignment not consented to in writing by Buyer.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold the seller responsible for any excess costs occasioned thereby.

DELIVERIES

Deliveries are to be made during hours 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on re-delivery, storage, or handling charges.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interest of the County and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order.

F.O.B.

In those cases where prices stated are not F.O.B. Destination, Seller is required to prepay charges and list on invoices.

INDEMNIFICATION

To the extent authorized by law, Seller shall indemnify, save and hold harmless Palm Beach County, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Seller, or its employees, agents, subcontractors of assignees pursuant to the terms of this order.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the County. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

INVOICING

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

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY-COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Palm Beach County, its employees and agents from liability for infringement of any United States patent, trademark or copyright trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

MODIFICATIONS

No modifications of this order shall be binding upon Buyer unless approved by an authorized representative of Buyer's Purchasing Office.

OCCUPATIONAL SAFETY AND HEALTH

Seller compliance required under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Material Safety Data Sheet (MSDS).

ORDER NUMBER

Order Number must appear on all invoices, packing slips, shipping notices, freight bills, and correspondence concerning this order.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

PERFORMANCE DURING EMERGENCY

By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Palm Beach County during and after the emergency/disaster at the terms, conditions, and prices as provided in this solicitation, and with a priority above, a preference over, sales to the private sector. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority/preference during and after an emergency/disaster shall constitute breach of contract and make the bidder subject to sanctions from further business with the County.

PUBLICITY

No endorsement by the County of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

QUANTITIES

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

REPRESENTATIVES

All parties to this order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly authorized Palm Beach County order.

TAX

Palm Beach County is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the County shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Seller be authorized to use the County Tax Exemption Number in securing such materials.

TERMINATION

Buyer reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed of proceeding commenced by or against Seller under any State or Federal law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the County. Seller will be liable for excess cost of re-procurement.

TERMS

By accepting this order, the Seller agrees that payment terms shall be in accord with the Florida Prompt Payment Act, Florida Statute 218.70, *et seq.*

UNACCEPTABLE TERMS

No provision of Vendor's agreement to supply the ordered goods, equipment, or materials shall in any way limit Vendor's liability for damages caused by defects in the materials incorporated in, nor the design or manufacture of, Vendor's equipment, goods, or materials. Vendor's agreement shall not include any provision requiring Palm Beach County to pay Vendor's attorney's fees in any dispute or claim arising out of this purchase order.

UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Seller and County for any terms and conditions not specifically stated in this order.

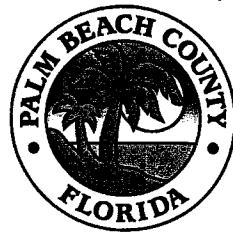
VENUE

Any and all legal actions arising from or necessary to enforce this contract will be held in Palm Beach County, and the service of process and interpretation of contractual obligation shall be in accordance with the laws of the State of Florida.

WARRANTY

Vendor acknowledges that the materials being ordered are for incorporation into a construction project being built by Palm Beach County pursuant to a contract with a construction contractor. Vendor agrees that it shall warrant its goods, equipment, or materials being ordered herein in compliance with Vendor's normal warranties, or in compliance with the warranty provisions of the construction contract, the terms of which are incorporated herein, whichever warranty provides the County with the greatest protection.

END OF SECTION



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

Attachment 3

Legend

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



NOT TO SCALE

