



Contractors

An EMCOR Company

P.O. Box 420556 • Miami, FL 33242-0556
1781 N.W. North River Drive • Miami, FL 33125
PHONE: (305) 325-1930 • FAX: (305) 324-0522

PURCHASE ORDER

ORDER No. 15612-5-017
JOB No. 15612

RE-NEGOTIABLE
CONTRACT

YES ☐ NO ☒

Page 1 of 2

NON-TAXABLE ☒

V Fenny Engineering Co.
E 104 Gondola Park Drive
N Venice, FL 34292-2388
D Attn: Jack Fenny
O
R Ph: 941-488-7188

S Poole & Kent Company of Florida c/o
H Green Meadows WTP & Wellfield Exp.
I 16001 Airport Haul Road
P Fort Myers, Florida 33913
T
O Attn: Mitch MacClugage 305-439-8818

TERMS	DATE REQUIRED	SHIP PREPAID VIA	F.O.B.	ORDER DATE	
See Attached	As Scheduled	Best Way	Job Site	December 22, 2016	
QUAN.	DESCRIPTION			UNIT PRICE	TOTAL PRICE
	Provide all engineering services to design the Piping Supports per Attachment "A". All work listed on this purchase order must be in strict accordance with the Contract Documents for the project "Green Meadows Water Treatment Plant and Wellfield Expansion – Contract A" including pre-bid addenda, as prepared by CH2M Hill.				
	<u>Scope of work shall include but not be limited to the following:</u>				
	I. Compliance with the Contract Documents, Plans & Specifications only to the extent they apply to the Vendor's scope of work as defined in this Purchase Order.				
	II. Division 1 – General Requirements - As applicable to your scope of work.				
	III. Division 5 – Metals - As applicable to your scope of work.				
	IV. Division 40 – Process Integration - As applicable to your scope of work.				
	V. Specification Section 40 05 15 Piping Support Systems – As applicable to your scope of work.				
	VI. Engineering Services for Pipe Supports as indicated in Attachment "A".				
	<u>Bill of Service shall include but not be limited to the following:</u>				
LS	<ul style="list-style-type: none">All Piping Support System Design Requirements per Specification Section 40 05 15 1.04 for all piping 6" diameter and larger.Action Submittal per Specification Section 40 05 15 1.03 with Sign and Seal by Florida Professional Engineer.All responses to comments and re-submittals until submittal approval.				\$26,500.00

- (a) PURCHASE ORDER NUMBER MUST SHOW ON ALL INVOICES, SHIPMENTS, CORRESPONDENCE, ETC.
(b) INVOICE IN TRIPLICATE - IF PARTIAL SHIPMENT SO STATE ON INVOICES - ON FINAL OR COMPLETE INVOICE SO STATE.
(c) THIS ORDER IS SUBJECT TO APPROVAL OF 0 COPIES OF SUBMITTED DATA PRIOR TO FABRICATION AND SHIPMENT.
(d) INVOICE WILL NOT BE HONORED UNTIL RECEIPT OF 0 COPIES OF OPERATION & MAINTENANCE INSTRUCTIONS AND SPARE PARTS LISTS.
(e) SEE REVERSE SIDE FOR FURTHER CONDITIONS PERTAINING TO THIS ORDER.

POOLE & KENT COMPANY OF FLORIDA

BY:



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TERMS	DATE REQUIRED	SHIP PREPAID VIA	F.O.B.	ORDER DATE
<u>See Attached</u>	<u>As Scheduled</u>	<u>Best Way</u>	<u>Job Site</u>	<u>December 22, 2016</u>
QUAN.	DESCRIPTION	UNIT PRICE	TOTAL PRICE	

Items Excluded shall be the following:

- Pipe support design for piping 4" diameter and smaller.

Subtotal: \$26,500.00
Sales Tax (6%): N/A
Services: Included
Total Purchase Order Amount: \$26,500.00

The following conditions and clarifications apply to this Purchase Order:

- 1) All equipment, materials, and services provided under this Purchase Order shall be in strict accordance with all Contract Plans & Specifications including all addenda issued prior to bid date.
- 2) Furnish minimum of (0) copy of detailed submittal data and shop drawings within two (2) weeks of order date for approval. One (1) electronic copy shall be provided via email to mitchm@pkflorida.com with all submittal data contained therein in .pdf file format.
- 3) Validity of this purchase order is contingent upon receipt of Vendor's submittal data and shop drawings as approved by the Owner and Engineer. Poole & Kent will incur no liability resulting from Vendor's inability to obtain approved submittals.
- 4) All prices are firm for the job duration. No escalation will be allowed.
- 5) It is the intent of this agreement to provide a complete and operating system, provide all components and accessories required to insure satisfactory operation.
- 6) It is the responsibility of the Vendor to call to Poole & Kent Company of Florida's attention any deviations that the submittal data may have from what is required per the Contract Plans & Specifications.
- 7) All materials to be new and of recent manufacture.
- 8) It is this Vendor's sole responsibility to meet the mutually agreed upon delivery dates.
- 9) Provide all submittals, certificates, and documentation, required for the scope of this purchase order per the Contract Documents.
- 10) Payment Terms: 90% Upon Delivery of All Submittals
10% Upon Submittal All Approvals

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POOLE & KENT COMPANY OF FLORIDA

BY:

9	30" PIPE STRAPS/ CONCRETE SUPPORTS		0330-061	40-D-201	30" DIP	CONCRETE SUPPORTS
3	304SS SADDLE SUPPORT - ADJUSTABLE		4005-500	40-D-201	16" PIPE X 2'H	
1	304SS SADDLE SUPPORT - ADJUSTABLE		4005-500	40-D-302	30" PIPE X 1'H	
2	304SS SADDLE SUPPORT - ADJUSTABLE		4005-500	40-D-302	8" PIPE X2'H	
2	16" BASE BEND		4005-517	40-D-302	16" SUPPORTED 90 ELBOW	
6	8" WALL BRACKET		4005-508	40-D-302	8" PIPE	
2	6" WALL BRACKET		4005-508	40-D-302	6" PIPE	
4	304SS SADDLE SUPPORT - NON ADJUSTABLE		4005-501	40-D-302	8" PIPE X 1'H	
2	304SS SADDLE SUPPORT - NON ADJUSTABLE		4005-501	40-D-302	6" PIPE X1'H	
3	6"X5' UNISTRUT WITH MOUNT		4005-524	40-D-302	6" PIPE	
3	8"X3' UNISTRUT WITH MOUNT		4005-524	40-D-302	8" PIPE	

**Green Meadows WTP and Wellfield Expansion
Pipe Supports - Attachment "A"**

December 22, 2016

QTY	DESCRIPTION	DETAIL	DRAWINGS	TAG	NOTES
6	304SS, SADDLE SUPPORT - NON ADJUSTABLE	4005-501	05-D-205	FINISH WTR FLOW METER PAD	24" DIP
11	304SS, SADDLE SUPPORT - ADJUSTABLE	4005-500	05-D-206	POTABLE WTR PUMP PAD	6" DIP
7	304SS, SADDLE SUPPORT - ADJUSTABLE	4005-500	05-D-208	WELL 2R PAD	6" DIP (2), 8" DIP (5)
1	ALUMINUM PIPE SUPPORT TOWER	0551-300	05-D-210	PIPE SUPPORT TOWER N.E. OF ION EXCHANGE SLAB	16" IEW
12	304SS, SADDLE SUPPORT - NON ADJUSTABLE	4005-501	15-D-201/15-D-301	RAW WATER FLOW METER PAD	EAST OF STRAINERS
6	304SS, SADDLE SUPPORT - NON ADJUSTABLE	4005-501	15-D-201/15-D-301	RAW WATER FLOW METER PAD	WEST OF STRAINERS
ALL	HOT DIP GALVANIZE PIPE STRAP/ CONCRETE SUPPORTS	0330-081 A	20-D-301	RO TRENCH PIPE STRAPS	DETAIL 4 - CONCRETE SUPPORT
3	304SS PIPE STAND WITH HANGERS	4005-497X4	20-D-302	CARTRIDGE FILTERS	SECTION G1 AND F
2	304SS SADDLE SUPPORT - ADJUSTABLE	4005-500	20-D-203	10" ROF	SECTION D1
3	304SS, WALL MOUNT PIPE SUPPORT	4005-711X1	20-D-302	RO BUILDING, CIP TANK	10" OF, CIP TANK, SECTION E
4	304SS SADDLE SUPPORT - ADJUSTABLE	4005-500	20-D-301	12" ROF	
4	304SS BASE BEND SUPPORT	4005-518	20-D-301	12" ROF	
2	304SS SADDLE SUPPORT - NON ADJUSTABLE	4005-501	20-D-311	SECTION U AND T	
1	ALUMINUM PIPE SUPPORT TOWER	0551-300	30-D-302	SECTION B	16" PIPE STAND TOWER
2	304SS BASE BEND SUPPORT	4005-518	30-D-302	SECTION B	16" DIP 90 BEND SUPPORT
2	304SS PIPE STAND WITH HANGERS	4005-497X4	30-D-302	SECTION B	
10	10"x 2'-0 304SS BASE BEND SUPPORT	4005-518	30-D-301	10" IRW	
20	304SS SADDLE SUPPORT - ADJUSTABLE	4005-500	30-D-301	10" IRW X 22"H	
20	304SS PIPE STAND WITH HANGERS	4005-497X4	30-D-301	6" AND 10" PIPE X 6'H	
20	304SS PIPE STAND WITH HANGERS	4005-497X4	30-D-301	10" PIPE X 6'H	
2	304SS PIPE STAND WITH HANGERS	4005-497X4	30-D-302	16" PIPE X 5'H	
2	304SS PIPE STAND WITH HANGERS	4005-518	30-D-302	16" PIPE X 4'H	
1	PIPE SUPPORT	0551-300	30-D-302	16" PIPE X 4W X13'H	
19	304SS SADDLE SUPPORT - NON ADJUSTABLE	4005-501	35-D-201-304	10" PIPE X 3'H	
6	304SS SADDLE SUPPORT - NON ADJUSTABLE	4005-501	35-D-201-305	6" PIPE X 3'H	
1	304SS SADDLE SUPPORT - NON ADJUSTABLE	4005-501	35-D-201-305	10" PIPE X 1'H	
2	304SS PIPE STAND WITH HANGERS	4005-497X4	35-D-201-305	10" PIPE X 3'H	

POOLE & KENT COMPANY OF FLORIDA
PURCHASE ORDER STANDARD TERMS AND CONDITIONS

- 1) All material and equipment furnished hereunder shall be in strict compliance with plans, specifications, general conditions and special conditions of the contract of Purchaser with the Owner and/or with any other contractor, "the Contract Documents," in connection with the job for which these items are furnished, and Vendor shall be bound thereby in the performance of this contract. Vendor expressly warrants that all material and equipment covered by this Purchase Order shall produce capacities, meet performance standards, or meet design specifications and function as called for in the applicable plans and specifications, or as set forth in the text of this order.
- 2) All material and equipment contemplated under this order shall be subject to the approval of the Purchaser and the Owner, and/or its Architects, Engineers, or other parties designated by the Owner. All materials and equipment, actually furnished under this order, shall be subject to Purchaser's inspection and testing to determine compliance with the requirements of this order. Vendor shall furnish the indicated number of submittal data or samples for said approval.
- 3) Vendor guarantees against defects in material or workmanship all items covered by this Purchase Order and will repair or replace, freight prepaid to jobsite without cost to Purchaser, any part found to be defective in material or workmanship within that time provided by the Contract Documents as indicated, or one year from date of acceptance by the Owner or 18 months from date of shipment, whichever is longer. On any part found to be defective at jobsite prior to initial start up, Vendor shall make repairs or replacement with its own forces, and/or reimburse Purchaser for necessary labor. Defective parts will be returned freight collect only upon written request and instructions from the Vendor. In the event more than one person or entity is listed on the front side of this Purchase Order as Vendor or is identified as an agent, all persons or entities listed shall be jointly and severally liable on and responsible for the performance of all of the Vendor's obligations under this Purchase Order.
- 4) Notice to Purchaser of all shipments of equipment, and/or materials shall be given immediately, noting date, routing, order number, description, and copy of bill of lading. Ultimate delivery of equipment requiring rigging shall be made by suitable vehicle. Equipment and/or materials in transit shall be adequately protected from the elements. The materials and equipment covered by this order shall remain the property of the Vendor until actually received at the destination by the Purchaser. Payment for goods damaged in transit, regardless of how shipped, will be withheld until repairs or replacement are made and claim against transportation company is resolved.
- 5) Cancellation of all or any part of this order to be effected at no cost to Purchaser for failure of the Vendor to:
 - a) Secure written approval of submittal data by approving authority or Purchaser no later than the date(s) set forth in the schedule issued for the Project (the "Schedule of Work"), as the Schedule of Work may be amended from time to time.
 - b) Furnish any portion of this order within specified time limits.
- 6) In the event the contract price or prices and terms set forth herein, including any changes that may be made therein, violate an applicable schedule, regulation or order heretofore or hereafter issued by an approved Government Agency, the contract price or prices shall be the maximum prices permitted by, and the terms shall be in accordance with, such schedule, regulations or order. All prices listed on the front side of this order are firm for the duration of the project and no escalation will be allowed unless same is received from Owner by Purchaser on Vendor's behalf. Vendor shall not assign this Purchase Order without the written consent of Purchaser; except however, Vendor assigns to Purchaser all of Vendor's right and interest in any payments due or to become due to Vendor under this Purchase Order as security for the payment and satisfaction of any sums due Purchaser or to become due to Purchaser under this or any other purchase order, contract or agreement between Vendor and Purchaser or debt due Purchaser for which Vendor may be liable to Purchaser.
- 7) The Vendor hereby agrees to indemnify, defend and hold harmless the Purchaser and any party Purchaser is required to indemnify, defend or hold harmless under the Contract Documents, and their officers, agents, employees and designees from and against all claims, demands, suits, arbitrations, liability, damages, injuries, losses, costs, or expenses whatsoever (including without limitation all attorney's fees, expert fees, and other costs) arising out of or in connection with this Purchase Order and the materials, goods, or services provided by Vendor including without limitation those attributable to bodily injury or death, property damage or destruction, or by reason of any action or alleged infringement or letters patent or any litigation based thereon covering any article purchased hereunder. Such indemnification shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the parties indemnified hereunder. Vendor's indemnification is limited to the extent of the Purchase Order price, the insurance coverage maintained by Vendor, or One Million Dollars (\$1,000,000), whichever is greater. [NOTE: If this Purchase Order is in connection with a public agency's project, then Vendor's indemnity obligations are limited to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Vendor and persons employed or utilized by Vendor in the performance of the Purchase Order.]
- 8) Vendor shall furnish all necessary releases, lien and bond waivers, affidavits, or other documents, all as required by the Contract Documents and/or to keep the Owner's premises free from liens or claims arising out of the furnishing of materials or equipment herein, as payments are made from time to time under this order.
- 9) Any acceptance in a manner or on terms and conditions different from those contained in this order shall not operate as an acceptance. This order, when accepted by the Vendor, shall constitute a valid and binding contract which shall be governed by and construed according to the laws of the State of Florida. All prior options, conversations, or preliminary negotiations shall be deemed to be merged in this order.
- 10) The above conditions, and conditions printed or typed on the front side of this order, can only be changed by written authorization of Purchaser, and are not to be abridged by any terms or conditions of sale printed on Vendor's quotation, acknowledgement, invoice, or other like form.

The terms and conditions contained in this order shall be binding upon Vendor unless it objects in writing within 10 days of receipt this order.