

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 2005 1167

1. ACTION REQUESTED/PURPOSE:

Approve award of formal quotation (RFP B&R 2661-SM118) and issuance of a purchase order to Flowserve Pump Division, the low priced proposer, meeting all specification requirements for two (2) condensate pumps in the not to exceed amount of \$74,654.00 that includes an allowance of \$4,000.00 for field technician service.

2. WHAT ACTION ACCOMPLISHES:

Provides the necessary condensate pumps for the Waste To Energy Expansion Project.

3. MANAGEMENT RECOMMENDATION: Staff recommends approval of this request.

4. Departmental Category: 8

C8C

5. Meeting Date: **08-30-2005**

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code 4-1
- Other

8. Request Initiated:

Commissioner _____
 Department Public Works
 Division Solid Waste
 By: **Lindsey J. Sampson**

9. Background:

Sealed quotes were received by the County's design engineer, Burns & Roe, on behalf of the Solid Waste Division on April 22, 2005. On that date four (4) responses were received. After review and conformance for technical and commercial requirements recommendation was made to award to the low-priced proposer meeting all specification requirements. Funds are available in account string: 200923 40102.506540

- Attachments: Burns & Roe bid evaluation dated 7/21/05
 Bid Tabulation sheet
 Burns & Roe summary term sheet dated 8/11/05
 Covanta comments and recommendation dated 8/4/05

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>J. J. [Signature]</i> 8-18-05	<i>[Signature]</i> 8-18-05	<i>[Signature]</i> 8-18-05			<i>[Signature]</i> 8/18/05	<i>[Signature]</i> 8/18/05	<i>[Signature]</i> 8/18/05	<i>[Signature]</i> 8/19/05	<i>[Signature]</i> 8-18-05

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
 COUNTY ADMIN:

 COUNTY ADMIN
 FORWARDED TO: _____

CO. ATTY.
 FORWARDED TO:

 8-18-05

LEE COUNTY WTE EXPANSION FACILITY
TERM SHEET
Condensate Pumps
August 11, 2005

Specification Number: SM-118
Specification Title: Technical Specification for Condensate Pumps, Conformed, dated 6/27/05

Seller: Flowserve Pump Division
942 Memorial Parkway
Phillipsburg, NJ 08865
908-391-9744
Attention: Mr. Greg Wiedeman

Scope of Supply:

Seller shall furnish, for the Lee County Waste to Energy Expansion Project, all necessary design, engineering, materials, shop labor, supervision, painting, testing, insurance, transportation, and all else as may be required to manufacture and deliver, F.O.B. Delivered, Jobsite two (2) **Condensate Pumps**, all in strict accordance with this Term Sheet, Lee County "Services/Goods Purchase Conditions" as revised on _____ and Technical Specification SM-118, Conformed Issue dated June 6/27/05 attached.

Purchase Price and Option(s):

Seller agrees that compensation for the Scope of Supply as required by this Purchase Order is the firm fixed price of 74,654. F.O.B. delivered to jobsite, freight prepaid and allowed. Price is comprised of the following:

-Base Price (2) 410GPM Pumps		\$65,168.
-Non-Witness NPSH Testing	Add	\$ 4,454.
-API 14 pump seal arrangement	Add	\$ 1,032.
-Field Technical Service Allowance	Add	<u>\$ 4,000.</u>
Purchase Order Price with Allowance		\$74,654 .

It is further agreed that this firm fixed price may be adjusted only if Purchaser issues a written modification.

Equipment purchased under this Purchase Order is to be permanently installed at the Lee County Waste to Energy Facility in Fort Myers, Florida. As such, State, and Local Sales Taxes are not applicable. Lee County's Tax Exemption Number is 46-07-052104-53C.

Options

Lee County (Purchaser) may, at Purchaser's discretion and upon written notice to the Seller, unilaterally exercise the following option. This option is not included in the above Purchase

Price and if exercised, option price will be added to the Purchase Price. Option price is firm and remain valid as stated below.

1. Seller, at Purchaser's request, shall provide the services of a competent technical service representative, as may be required to provide technical support services during installation, testing, and/or start-up and commissioning. Seller's rate is \$1,300 per day plus expenses.

Terms of Payment:

Payment of each invoice submitted by Seller will be made by Purchaser within Thirty (30) days of receipt of a properly documented and approved for payment invoice. Payment term are:

100% of Purchase Price upon Delivery at the jobsite, net 30 days
Retention: NONE

Invoices:

The original invoice bearing this Purchase Order Number must be submitted to:

LEE COUNTY WASTE-TO-ENERGY FACILITY
PO Drawer 2238
FT. MYERS, FLORIDA 33902-2238

Additionally, one (1) copy of each invoice bearing this Purchase Order Number must be submitted to:

BURNS AND ROE ENTERPRISES, INC.
800 KINDERKAMACK ROAD
ORADELL, NJ 07649
ATTN: MR. DON D'AMICO

Document Submittal Schedule:

Seller shall provide the submittal of all drawing for approval fourteen days after receipt of purchase order in accordance with Attachment 3 "Documents Submittal Schedule" of the Technical Specification.

Additionally, Seller shall electronically submit all vendor documents per Article 15 of the Services/Goods Purchase Conditions and Technical Document Requirements dated 6/8/05. Documents shall be submitted in TIF or PDF format. Electronic address will be provided.

Delivery Date: April 3, 2006

Delivery Address:

All equipment and materials shall be delivered to the following address:

LEE COUNTY WASTE-TO-ENERGY FACILITY EXPANSION PROJECT
10500 BUCKINGHAM ROAD
FORT MYERS, FLORIDA 33905
ATTN: General Construction Contractor
(name, contact, and telephone # TBD)

Seller shall provide General Contractor 48 hour notice prior to equipment arriving at jobsite. Equipment may be rejected if delivered prior to above Delivery Date and notification of shipment is not provided.

Purchase Order Documents:

This Purchase Order consists of and is subject to the following documents and are listed in order of precedence:

- Purchase Order No. _____
- This Term Sheet dated 8/11/05
- Lee County "Services/Goods Purchase Conditions", revised_____
- Technical Specification No. SM-118, "Condensate Pumps", Conformed, dated 6/27/05.

This Purchase Order contains the entire agreement between Purchaser and Seller, and supersedes any and all prior agreements, proposals, negotiations or representations pertaining to this Project.

Correspondence:

To Contractor: Flowserve Pump Division
942 Memorial Parkway
Phillipsburg, NJ 08865
908-391-9744
Attention: Mr. Greg Wiedeman

To Purchaser: Mr. Lindsey Sampson
Lee County
10500 BUCKINGHAM ROAD
FORT MYERS, FLORIDA 33905

With copies to:

Covanta	Burns and Roe Enterprises
40 Lane Road	800 Kinderkamack Road
Fairfield, NJ 07007	Oradell, NJ 07649
ATTN: Mr. Peter Young	ATTN: Mr. Don D'Amico
973-882-7246	201-986-4087

Acknowledgement of Order:

Sign and return Acknowledgement Copy To:
Lee County
Fort Myers, Florida
ATTN: Mr. Bruce Westberry

Lindsey Sampson - Condensate Pumps SM118 - Selection & Recommendation

From: "Young,Peter" <pyoung@CovantaEnergy.com>
To: <SAMPSON@leegov.com>, "Dennis Iavarone" <diavarone@roe.com>, "D'Amico,Don" <ddamico@roe.com>
Date: 04.08.2005 16:31
Subject: Condensate Pumps SM118 - Selection & Recommendation
CC: "Sagar,Amrit" <asagar@CovantaEnergy.com>, "Howard,Jody" <Jody_Howard@CovantaEnergy.com>, "Harbison,Russell" <Russell_Harbison@CovantaEnergy.com>, "Duff,Michael" <Mpduff@CovantaEnergy.com>, "Gounaris,Demetrios" <Demetrios_Gounaris@CovantaEnergy.com>, "Anacker,Dennis" <danacker@CovantaEnergy.com>, "Stuhrke,Steve" <sstuhrke@roe.com>, "Cole,Kevin" <kcole@roe.com>, "Justin Mathew" <jmathew@roe.com>, "Rubin,Ira" <irubin@roe.com>, "Patel,Manu" <mpatel@roe.com>, <jkelly1119@verizon.net>

Gentlemen,

Covanta concurs with B&R's Condensate Pumps Bid Evaluation, dated July 21, 2005, regarding B&R's selection and recommendation to purchase the subject package from Flowserve but we do not concur with the selected pump. In lieu of a pump with a 500 gpm runout for \$81,179, Covanta recommends that the County select Flowserve's base bid pumps with a 410 gpm runout for the price of \$69,622. Additionally, per Flowserve's June 17, 2005 email, an API 14 pump seal arrangement for an additional \$1032 (for 2 pumps) is required to satisfy the specification (Flowserve's original proposal was inconsistent with this seal requirement).

During our June Monthly Project Review Meeting we discussed the merits of going to the longer pump setting alternately proposed by Flowserve to provide additional runout capability to 500 gpm (additional margin). Covanta advised that such additional runout was not necessary to meet the specification and the pump with 410 gpm runout initially proposed by Flowserve (base bid) was acceptable and was comparable to the Existing Facility's condensate pumps. Covanta left that meeting with the understanding that the base bid pump by Flowserve was satisfactory, overall the best selection for the Project, and was also the lowest price. Although B&R's subsequent Bid Evaluation does not specifically acknowledge Covanta's selection, B&R's Steve Stuhrke had no objections to our selection of the 410 gpm runout pumps with the Plan 14 seals when discussed during a follow-up phone call on August 4, 2005. B&R's issuance of the corresponding term sheet and conformed specification shall confirm its concurrence.

Although academic if the County awards this package to Flowserve as recommended herein, Covanta would not recommend the 13 stage pump proposed by Ruhrpumpen as an alternate selection. Rebuilding a 13 stage pump and getting the correct clearances would be an unjustified and unnecessary burden on plant operations.

The following comments are for your consideration and guidance:

1. Commercial Terms & Conditions - Vendor has taken several exceptions to the RFP Services/Goods Purchase Conditions. B&R has had

significant negotiations with Flowserve to mitigate exceptions and the attached document reflects the results of such negotiations. County is advised to review the attached modified terms and conditions and if not satisfactory, include Don D'Amico in any further negotiations required by the County.

2. Price: Based on Covanta's recommendation, including the NPSH Non-witness Test and Plan 14 seal arrangement on both pumps, the Recommended Award Price is \$70,654.

3. Project Estimate: \$37,990. Final design req'd greater TDH than estimated (415'TDH vs 350' TDH).

3. Bond: This is an equipment delivery only order, therefore County does not require a bond and is not included in the recommended award.

4. Payment Terms: 100% upon delivery to site; net 30 days.

5. Schedule: Flowserve proposed delivery 20 weeks from receipt of order. This satisfies the required delivery date of April 3, 2006 - Order to reflect this date.

B&R should proceed immediately in completing and submitting 1) a purchase order term sheet that reflects Covanta's selection and what is to be incorporated into the purchase order, and 2) a conformed specification based on the above Covanta selection, with all data sheet data filled-in, for inclusion in the purchase order.

B&R's original and current schedule for issuing this PO was May 31, 2005 and August 2, 2005, respectively. Covanta recommends that the County have this award approved by the BOCC no later than the August 23, 2005 BOCC Meeting.

Peter

-----Original Message-----

From: Carol Amico [mailto:camico@roe.com]

Sent: Thursday, July 21, 2005 10:37 AM

To: Ekhalikar@aaesengineering.com; patmcivil@aol.com; Sagar,Amrit; Anacker,Dennis; Gounaris,Demetrios; Holmes,Jack; Howard,Jody; Duff,Michael; Young,Peter; Harbison,Russell; Libertell,Trish; SAMPSOLJ@leegov.com; Andrew Preisler; Dennis Iavarone; Rubin,Ira; Joseph Craven; John Ferrari; Justin Mathew; Cole,Kevin; Patel,Manu; Sanda Brumar; Stuhrke,Steve; jkelly1119@verizon.net

Subject: Lee County Transmittal No.011 Bid Evaluation Report -Condensate Pumps SM118

The document(s) list in the attached transmittal have been issued and posted to the project website. You will find them under webprojects\vaults\02661-000-Lee County\BREI Released Documents\Current Revision\and then the applicable sub-vault.

Carol A. Amico
Project Secretary
Burns and Roe Enterprises, Inc.
201-986-4292
camico@roe.com



July 21, 2005

**LEE COUNTY
WTE EXPANSION PROJECT
FORT MYERS, FLORIDA
RFP 2661-SM118
CONDENSATE PUMPS
BID EVALUATION**

On March 31, 2005, Burns and Roe Enterprises, acting on behalf of Lee County issued Request for Proposal No. 2661-SM118 for the supply of two Condensate Pumps to the following pre-approved bidders: Flowserve; ITT Goulds; Ruhrpumpen; and Sulzer. All four bidders submitted a proposal.

On April 22, 2005 the following listed bids were received, opened and recorded on the Proposal Opening Form herewith included, and found in Attachment 1.

1. Flowserve Pump Division Proposal # 3835-50034 dated 4/18/05
2. Goulds Pumps DG05031 dated 4/20/05
3. Ruhrpumpen proposal #5RP0390 dated 4/21/05
4. Sulzer Pump, Inc proposal #USA.2810-CNT.04.0922, dated 4/21/05

A fifth proposal was received from Weir-Floway Pumps. It was an unsolicited proposal and as Weir-Floway is not a pre-approved/qualified bidder for these vertical pumps, the proposal was returned to Weir-Floway un-opened.

Covanta was provided copies of the four (4) bids opened.

After an initial review, ITT Goulds and Sulzer were determined non-competitive and no further technical nor commercial evaluations were performed.

RECOMMENDATION:

The two (2) evaluated bidders Flowserve and Ruhrpumpen were both found to be technically acceptable.

Base Price: \$65,168

ADD: (for Adjustments per Tech. Attachment #3) \$16,011

Recommended Award Price : \$81,179

BID EVALUATION 2661-SM118 "CONDENSATE PUMPS" (cont'd...)

COMMERCIAL EVALUATION:

Upon initial evaluation it appeared the two (2) remaining Bidders, namely Flowserve and Ruhrpumpen met the basic intent of the specifications and were competitive. Based on the preliminary evaluation a set of bid conditioning comments/ questions was prepared and sent to each of the (2) Bidders, on April 28, 2005, to further clarify technical issues taken by each of the Bidders.

The questions and Bidders responses are covered in the Technical Bid Evaluation, "Attachment 2". Based on the Bidders responses, to the questions, engineering determined that Flowserve and Ruhrpumpen were technically acceptable. The cost impact as a result of the bid conditioning are as tabulated and shown in the Bid Abstract, "Attachment 3", and are as briefly described below:

Ruhrpumpen: \$25,782 adder for Chrome Impellers and Wear Rings.
\$9,918 adder for 1800 rpm motor in lieu of 3550 rpm

Flowserve: \$11,557 adder for 500 GPM Runout in lieu of 410 GPM Runout
\$4,454 adder for NPSH Non-Witness Test for both (2) pumps (Note: already included in Ruhrpumpen's price)

Based on this bid conditioning, the total evaluated price for Ruhrpumpen and Flowserve is as follows:

Ruhrpumpen: \$77,266 (493 gpm runout)
Flowserve: \$81,179 (500 gpm runout)
Flowserve: \$69,622 (410 gpm runout)

In the Technical Evaluation, Burns and Roe Engineering has technically accepted both of Flowserve's offerings, the one at 410 gpm runout and one at 500 gpm runout, and Ruhrpumpen's revised base offering. Burns and Roe Engineering **recommends** the Flowserve pump at 500 gpm runout.

The small capital cost difference of \$3,913 (or 5%) between the recommended Flowserve pumps and the Ruhrpumpen pumps may be more than made up by additional maintenance costs due to the fact that the Flowserve pumps have 5 less stages to maintain than do the Ruhrpumpen pumps.

Both Flowserve and Ruhrpumpen took exception to the commercial terms and conditions included in the inquiry. Burns and Roe has attempted to negotiate these exceptions with Flowserve. Please refer to Attachment 4 to view the latest status of these negotiations. Burns and Roe recommends that the Lee County lawyers complete the negotiations with Flowserve.

Based on the foregoing, and the technical comments that follow, **BREI Recommends Contract Award to Flowserve.**

ATTACHMENT 1

LEE COUNTY, FLORIDA PROPOSAL OPENING FORM

RFP NUMBER 2661-SH-118

DATE 4-22-05

TITLE Condensate Pumps

TIME 3:00 pm

Bidder	Proposal Date	Date Received	Unevaluated Price	Remarks
1 Sulzer Pumps	4-21-05	4-22-05	90,180.-	Sulzer Pump AKA Sulzer
2 Inlander Pumps	4-20-05	4-21-05	\$115,480.-	
3 Fluorante	4-18-05	4-22-05	\$65,168.	
4 Rubie Pumpen	4-21-05	4-21-05	41,566.-	

OPENED BY: DDA 4/22/05

WITNESSES: [Signature] 4/22/05

ATTACHMENT 2

COVANTA LEE COUNTY
LEE COUNTY RESOURCE RECOVERY FACILITY
WASTE TO ENERGY EXPANSION PROJECT

Date: May 26, 2005
By: T. Kutylowski

TECHNICAL BID EVALUATION REQUEST FOR PROPOSAL No. 2661-SM-118 VERTICAL CONDENSATE PUMPS

SUMMARY

Request for proposal was sent out to four bidders: Ruhrpumpen (Byron Jackson), Flowserve, Sulzer, and ITT Goulds. Proposals from all four bidders were received and evaluated.

A preliminary evaluation was performed on each of the proposals received. From this initial evaluation ITT Goulds offering was not competitively priced, therefore it was not considered further. The initial offering by Ruhrpumpen and Sulzer was for a pump that operated at 3550 RPM. As per a Covanta directive, this operating speed was not acceptable. Since the base price of Sulzer was high, and only likely to grow, they were not asked to provide an alternate proposal. Ruhrpumpen was asked to provide an alternate proposal, which was submitted soon after. Flowserve's initial offering had a run-out flow that was too close to the design flow. Flowserve was asked to provide an alternate proposal for a pump with a run-out flow around 500 gpm, which was provided soon after.

The second offering from both Ruhrpumpen and Flowserve are technically acceptable.

TECHNICAL DISCUSSION

GENERAL

Ruhrpumpen and Flowserve both proposed mechanical seals that differed from the specified Five Star Series 84 seal. Sulzer was the only bidder to provide the specified seal.

Ruhrpumpen and Flowserve offerings both included an API Plan 13 type arrangement. This arrangement takes leakage from the seal chamber, through an orifice, and back to the pump suction. Per a Covanta directive, a Plan 14 type of arrangement was requested of both bidders. The Plan 14 arrangement takes pumped fluid from the discharge, through an orifice, to the seal, and back to the suction nozzle.

Ruhrpumpen stated that the seal could be changed to a plan 14 at no additional cost. Flowserve, however, stated that a plan 14 seal is not recommended for

vertical turbine pumps. They also stated that a plan 14 type arrangement is recommended for certain hydrocarbons and not water. After review of API Standard 610, the Plan 13 type mechanical seal is acceptable.

RUHRPUMPEN

Ruhrpumpen's initial offering was for a pump with an operating speed of 3550 RPM. Standard practice and design for vertical condensate pumps is to limit the speed to a maximum of 1800 RPM. While a 3550 rpm pump would effectively be smaller and therefore less expensive, the pump's noise level and NPSHR are increased. In addition, the higher speed pumps would exhibit greater vibration and wear and are often less tolerant to difficult service conditions than lower speed counterparts. Factors such as cavitation, and off design-point operation may severely impact reliability. Any capital cost benefit may be eliminated by pre-mature equipment failure. Lower speed pumps also offer a greater operating range as evidenced by the two pumps offered by Ruhrpumpen. Acting on a Covanta directive, Ruhrpumpen was asked to provide an alternate proposal with a lower operating speed. Ruhrpumpen submitted a revised proposal for an 1800 rpm pump with a price increase.

Ruhrpumpen's initial offering included a collet type impeller to shaft connection. This type of impeller connection is not acceptable. Ruhrpumpen stated that they would change the connection type to keyed at no additional cost.

The price of non-witness testing has been included in their bid price. Additional price adders for witness testing can be found in Attachment 3. Additional price adders for material upgrades can also be found in Attachment 3. These material upgrades are for Chrome Steel (CA 15) Impellers and wear rings, which are better suited to the application. These upgrades are recommended.

Ruhrpumpen provided a list of technical comments, clarifications and/or exemptions to the technical specifications. These items are listed together with a response from BRE along with Ruhrpumpen's E-mail correspondence in Attachment 1.

FLOWSERVE

Flowserve's initial offering was for a pump with a run-out flow of 410 gpm. This is approximately 15% above design flow of 355 gpm. Offerings from other bidders were for pumps that had a run-out flow near 500 gpm. Flowserve was asked to provide a proposal for a pump with a run-out flow that was no less than 500 gpm to provide a larger margin. Flowserve submitted a revised proposal for a pump with a run-out flow of 500 gpm with a price increase.

The price of non-witness testing for performance and hydrostatic was included in the base price. However, pricing for non-witness NPSH testing was not included in the base price, and was offered as an adder.

Flowserve provided a list of technical comments, clarifications and/or exemptions to the technical specifications. These items are listed together with a response from BRE along with E-mail correspondence and Flowserve in Attachment 2.

SULZER

Sulzer's initial offering was for a pump that had an operating speed of 3550 rpm. As previously explained, this operating speed is unacceptable. Since Sulzer's bid price was high, and only likely to grow with the change, they were not asked to provide an alternate bid.

PERFORMANCE EVALUATION

Ruhrpumpen's revised proposal and both the original and revised proposals from Flowserve are technically acceptable. Flowserve's original and revised proposals have run-out flows that are 410 and 500 gpm respectively. Ruhrpumpen's run-out flow of their revised proposal is 493 gpm.

All three offerings are in the 70-75% efficiency range with both of Flowserve's offerings 2% more efficient than Ruhrpumpen's offering.

Ruhrpumpen's offering is for a pump with 13 stages. Covanta expressed a concern, with maintenance, for a pump with that many stages. Flowserve's offered pump has only 8 stages. The 8-stage design will lessen maintenance concerns along with alignment issues.

Flowserve's NPSHr for both of its offered pumps are 7 ft at the first impeller. Ruhrpumpen's NPSHr for its offered pump is 4.1 ft. at the first impeller. All three offerings allow for 0 ft. of NPSHr at the suction inlet as stated in the specification.

PRICING EVALUATION

Please refer to Attachment 3 Bid Pricing Summary.

Ruhrpumpen's revised bid base price is \$51,484.00. This is FOB to the jobsite. This base price also includes NPSH, Performance, and hydrostatic Non-witness testing. A price adder of \$12,891.00 per pump is applied for a materials upgrade. These upgrades include chrome wear rings and impellers. The total price for their offering with the material upgrade is \$77,266.00.

Optional witness testing for NPSH is \$400.00 per pump. Optional witness testing for Performance is \$700.00 per pump. And Hydrostatic witness testing is \$200.00 per pump.

Flowserve's original offering has a base price of \$65,168.00. This price is FOB to the jobsite. This price includes both hydrostatic and performance non-witness testing. It DOES NOT include non-witness NPSH testing. This can be included at a price adder of \$2,227.00 per pump.

Flowserve's revised offering has a base price of \$76,725.00. This price is FOB to the jobsite. This price includes both hydrostatic and performance non-witness testing. It DOES NOT include non-witness NPSH testing. This can be included at a price adder of \$2,227.00 per pump.

For both pump offerings, optional witness testing pricing is as follows: NPSH testing is \$3,377.00, Performance testing is \$700.00 and Hydrostatic testing is \$517.00.

RECOMMENDATION

All three offerings are acceptable. While the initial offering by Flowserve is the lowest evaluated cost, Flowserve's revised offering providing additional run-out capability is recommended.

**Attachment 1
Ruhrpumpen**

	Page
Technical Comments and Clairifications _____	6
Email Correspondance _____	7
From James Kennedy to Don D'Amico – Dated 5/9/2005 _____	7
From James Kennedy to Don D'Amico – Dated 5/9/2005 _____	9
From James Kennedy to Don D'Amico – Dated 5/11/2005 _____	11
From James Kennedy to Don D'Amico – Dated 5/17/2005 _____	12
From James Kennedy to Thomas Kutylowski – Dated 5/20/2005 _____	14
From James Kennedy to Thomas Kutylowski – Dated 5/20/2005 _____	16
From James Kennedy to Thomas Kutylowski – Dated 5/23/2005 _____	18
From James Kennedy to Thomas Kutylowski – Dated 5/24/2005 _____	20

**Ruhrpumpen List of Comments
Comments and Exceptions to Specifications**

SM-118

Technical Comment, Clarification or Exception	BRE Response
Spec. No. SM-118 2.4 – Spec. SE-212 not provided for review to exemption taken to this section	Acceptable
Spec. No. SE-211 4.6 - No spare parts recommended for motors Attachment 1A – We Assume IEEE-841 reference does not apply because attachment 1 indicates TEFC Motor enclosure; exemption taken to all IEEE-184 Requirements.	As long as the motor is in a non corrosive area

ATTACHMENT 3

Date: 7/21/05

Lee County Expansion Project

BID ABSTRACT		Condensate Pumps					
Burns and Roe Enterprises, Inc.		1	2	3	4	5	
ITEM	QTY	UNIT	DESCRIPTION	Flowserve	IIT Goulds	RuhrPumpen	Sulzer
				\$	\$	\$	\$
1	2	ea	Vertical Condensate Pumps CD-PU-002A and B	500 gpm runout 410 gpm runout			
			BASE PRICE	\$ 65,168	\$ 115,480	\$ 41,566	\$ 90,180
					not evaluated		not evaluated
			BID CONDITIONING:				
			FOB Jobsite Prepaid and Allowed				
			1800 RPM Pump	incld	--	incld	--
			500GPM Flow	\$ 11,557	--	\$ 9,918	--
			Material Upgrades	n/a	--	incld	--
			Non-Witness NPSH Testing	\$ 4,454	--	\$ 25,782	--
			SUB-TOTAL	\$ 81,179	\$ 69,622	\$ 77,266	\$ --
			Optional Witness of Test	\$ 4,594		\$ 2,600	
			Recommended Award Price	\$ 81,179			
			Technical Field Service				
			Drawings Submitted	\$1,900/day, plus expenses		\$990/day, plus expenses	
			Delivery	6wks ARO 4/3/06		4-6wks ARO 4/3/06	
			PAYMENT TERMS	net 30		net 30	
			DESTINATION	Fort Myers, FL		Fort Myers, FL	
			AWARD RECOMMENDATION:	FLOWSERVE			
			REASON FOR RECOMMENDATION:	TECHNICAL			
					PREPARED BY: MGM	DATE: 6/16/2005	
					REVIEWED BY:	DATE:	

Technical Bid Evaluation
Attachment 3 – Pricing Summary
Mark Numbers – CD-PU-002A & CD-PU-002B

DESCRIPTION	Rubrpumpen	FLOWERVE	GOULDS
Bid Base Price	\$51,484.00	\$65,168.00	\$115,480.00
Price for Delivery to Site	Included	Included	
Sub-Total Price	\$51,484.00	\$76,725.00	\$4,700.00
Price Adders		\$76,725.00	\$120,980.00
Material Upgrades	\$12,891.00 / pump***		
Price with Adders	\$77,266.00	\$76,725.00	\$120,980.00
NPSH Non-Witness Test	Included	\$2,227.00 / Pump	Included
Performance Non-Witness Test	Included	Included	Included
Hydrostatic Non-Witness Test	Included	Included	Included
NPSH Witness Test	\$400.00 net. Per Pump	\$3377.00	\$900.00 per Pump
Performance Witness Test	\$700.00 net. Per Pump	\$700.00	\$870.00 per Pump
Hydrostatic Witness Test	\$200.00 net. Per Pump	\$517.00	\$758.00 per Pump
Start-Up and Commissioning Spares	None recommended or provided		
One Year of Spare Parts (Listed Separately)		\$5980.00 Per Pump	\$14,505.50 Per Pump
2-4 Years Operating Spares	\$1500.00 Per Pump*		
API 14 type arrangement	Included in Materials Upgrade	Not Recommended for water, usually used for Hydrocarbons	
Pump Defining Characteristic	1800 RPM	415 gpm Runout	1800 RPM
		500 gpm Runout	

Shaded columns are pumps that are non-conforming

* Spare is just Mechanical seal purchased on same PO. If purchased after, price may vary.

** Chrome Wear Rings

*** Chrome Impellers and Wear Rings

Technical Bid Evaluation
Attachment 4 – Pump Specification Summary
Mark Numbers – CD-PU-002A & CD-PU-002B

Description	Rubrumpen		Bidders		Goulds
	Rubrumpen	Rubrumpen	Flowserve	Flowserve	
Manufacturer					ITT/ Goulds Pumps
Model Number					
Type of Pump	800 VLT	10EJH	10EJH	10EJH – 8stg	VIC-T
Number of Stages	Vertical Barrel Type 13	Vertical Can	Vertical Can	Vertical Can	Vertical Can
Mark Number	CD-PU-002A/B	8	8	8	7
Guaranteed Performance (Each Pump)		Flow, TDH, and HP are guaranteed at design point only	Flow, TDH, and HP are guaranteed at design point only	Flow, TDH, and HP are guaranteed at design point only	
Design Capacity, gpm	355	355	355	355	355
Total Pump Head @ design, ft.	415*	415	415	415.7	415
Pumping Temperature (design), °F	107	107°F	107°F	107°F	107
Sp Gr. @ Design Temp	.994	.994	.994	.994	0.994
NPSH req'd (@design), ft.abs.	4.1 @ First Impeller	7 @ First Impeller	7 @ First Impeller	0 @ Suction Flange	6 @ First Impeller
NPSHa @ first Impeller	9.3				
NPSHr @ first Impeller	4.1 ft	7	7	7	
BHP (@design), hp	48.7	49.2	48.8	48.8	46.8
Shutoff head, ft.	608	452.8	452.8	452.8	489
Pump Efficiency (at normal capacity), %/gpm	73% @300 gpm	Design:93.2% of BEP	75% @ 355 gpm	75%	75%
Best Efficiency Point, %/gpm	77% @380 gpm	75.2%	380.8	380.8	77.5%
Minimum Continuous Flow, gpm	100	96.2	96.2	96.2	120
Pump Runout Flow (Max Pump Capacity), gpm	493	410	500	500	580
Speed, RPM	1770	1800	1775	1775	1770
Maximum Noise Level, dBA at 5 ft.	<7-85	Not guaranteed	Not Guaranteed	Not Guaranteed	80

*As per Rubrumpen
 ** Fabricated Steel are "Plate is A36/A516 Gr70, Pipe is A53 Gr B, Flanges are A105" as Per Rubrumpen
 *** As per Flowsolve

Technical Bid Evaluation
Attachment 4 – Pump Specification Summary
Mark Numbers – CD-PU-002A & CD-PU-002B

Description	Bidders		Goulds
	Ruhrpumpen	FlowsERVE	
Shafts	416 S.S.	A582 416S.S	416 S.S
Head Assembly	Fabricated Steel**	A53 Type E Gr. B / A36	CS
Casing Ring	Cast Iron	ASTM 743 GRCA6NM	12 CHR
Impeller ring/ Brinell No.	Cast Iron / 400	ASTM 743 GRCA6NM	12 CHR/50BHN
Baseplate/soleplate	Fabricated Steel**	ASTM 743 GRCA6NM/248	CS
Bowl Bearings	Carbon	Integral w/ Suction Can	Carbon
Guide Bearings	Carbon	CC40 Carbon	Carbon
Shaft Couplings	Steel	Keyed CI	416 S.S.
Column Flanges	Steel	A53 Type E GR.B/A360	CS
Impeller Size, Furnished/Max			
First Stage	5.65625" / 5.65625"	7.58 in / 7.70 in	7.67" / 8.0"
Series Stages	5.80736" / 5.875"	7.58 in / 7.70 in	7.67" / 8.0"
Discharge Nozzle, size (in)/ANSI Rating	6 / 300#	6.00in / 150#ANSI B 16.5	4 / 150# RF
Suction Nozzle, Size (in)/ANSI Rating	8 / 150 #	8.00in / 150#ANSI B 16.5	6 / 150# RF
Distance – Center Line Suction Nozzle to Bottom of Soleplate, in.	9"	11.0	11.50
Suction Strainer Mesh Requirements	3/16"	1/4" Expanded Material	N/A
Weight			
Pump, lb	1351	1250	2472
Can, lb	579	1300	Incl
Motor, lb	720	See Quote	880
Coupling mfg and Type	Ruhrpumpen, INC./ 4-Piece Adjustable Spacer	VSS Spacer Coupling	Incl
		VSS Spacer Coupling	
		See Quote	
		1/2" Expanded Mat'l	
		11.0	
		8.00in / 150#ANSI	
		6.00in / 150#ANSI	
		7.58 in / 7.70 in	
		7.58 in / 7.70 in	
		Integral w/ Suction Can	
		CC40 Carbon	
		CC40 Carbon	
		Keyed CI	
		A53 Type E GR.B/A360	
		ASTM 743 GRCA6NM/248	
		ASTM 743 GRCA6NM	
		A53 Type E Gr. B / A36	
		A582 416S.S	

*As per Ruhrpumpen
 ** Fabricated Steel are "Plate is A36/A516 Gr70, Pipe is A53 Gr B, Flanges are A105" as Per Ruhrpumpen
 *** As per FlowsERVE

Technical Bid Evaluation
Attachment 4 – Pump Specification Summary
Mark Numbers – CD-PU-002A & CD-PU-002B

Description	Bidders		Goulds
	Ruhrpumpen	Flowserve	
Maximum Allowable Loads			
x-axis – horizontal, perpendicular to shaft			
y-axis – horizontal, perpendicular to shaft, 90 deg ccw from x-axis			
z-axis – vertical, along pump shaft			
Suction			
Fx, lb	425	510	340
Fy, lb	550	660	680
Fz, lb	350	420	340
Mx, ft-lb	1300	1560	850
My, ft-lb	650	780	1700
Mz, ft-lb	950	1140	850
Discharge			
Fx, lb	280	360	210
Fy, lb	350	450	420
Fz, lb	230	300	210
Mx, ft-lb	850	1100	530
My, ft-lb	435	570	1060
Mz, ft-lb	650	850	530
Performance Curves Attached (Yes/No)	Yes	Yes	Yes
Can Pumps Be Tested Fully Assembled as Required (Yes/No)	Yes	Yes W/Price Adder	Yes
Special Tools			
Dimensional Outline Drawing No.	N/A	List (if any) ARO Section 2	N/A
Foundation Requirements Drawing No.	0	List (if any) ARO Section 2	DG05031
	0		DG05031

* As per Ruhrpumpen
 ** Fabricated Steel are "Plate is A36/A516 Gr70, Pipe is A53 Gr B, Flanges are A105" as Per Ruhrpumpen
 *** As per Flowserve

Technical Bid Evaluation
Attachment 5 – AC Motor Summary
Mark Numbers – CD-PU-002A & CD-PU-002B

Description	Bidders		Gonlds
	Ruhrpumpen	FlowsERVE	
Driven Equipment	Vertical Condensate Pump	10EJH / 8	
Mark of Item Number	CD-PU-002A/B	CD-PU-002A, 002B	CD-PU-002A/B
No. Required	2	2	2
Make	Later	FlowsERVE Choice	GE
Frame No.	326 VP	364T	364 VP
Horsepower, HP (at each speed)	50	60	
Rated Voltage, V	460	230-460	460
Service Factor	1.0	1.15	1.15
Enclosure	TEFC	TEFC	TEFC
Type	Single Speed	Single Speed	Single Speed
Full Load Speed, RPM	1781	1778 @ 460 V	1780
Full Load Current, AMP	57.9	73.4	72.3
Locked Rotor Current, AMP	362.5	428	425
Starting Torque, %FL	(Locked rotor) 140	169	150
Pull-Out Torque, %FL	(Break Down) 200	152	150
EFF. – Full Load	(NEMA Nominal)	93.6	94.1
EFF. – ¾ Load, %	94.5	94	94.1
EFF. – ½ Load, %	95.2	93.4	93.6
P.F. – Full Load	85.6	81.5	82.5
P.F. – ¾ Load	83.3	78	80.8
P.F. – ½ Load	76.4	69.3	73.1
P.F. At Starting	Later	5.26	27.6
Short Circuit AC Time Constant, SEC	Later	Subvendor Provides ARO	0.039
X/R Ratio	Later	Subvendor Provides ARO	12.186
Space Heaters, WATTS	Later	Subvendor Provides ARO	
Net Weight, lb	N/A	-	100
Mounting Arrangement	720	900	1060
Bearing Type	Vertical Solid Shaft	Vertical	Vertical
Locked Rotor Code Letter	Greased Lubed	Anti-Friction	AF
Permissible Starts per Hour with:	Later	G	G
		6	

Technical Bid Evaluation
Attachment 5 – AC Motor Summary
Mark Numbers – CD-PU-002A & CD-PU-002B

Description	Bidders		Goulds
	Ruhrpumpen	Flowsolve	
Motor at Ambient Temperature	Later	4	2
Motor at Rated Total Temp.	Later	CLF / NEMA-MGI	1
Description of Insulation System	Later	G	
Insulation Class	F	B at Full Load	F
Full Load Temp Rise	Later		80
Accel. Time, Fully Loaded			
With 100% V, sec	Later	1-2 sec	1 sec
With 80% V, sec	Later	2-4 sec	1-2 sec
With %V, sec	Later		
Hot/Cold Safe Stall Time at 100% Voltage, sec	Later	10s / 29s	43 / 55
WK ² of Rotor, LB-FT ⁴	Later	11.5	13.7
Sound Level, dB	(Sound Pressure at 3') 80 dBA	<85DBA at 3 ft	75 dBA @ No Load

ATTACHMENT 4

Lee County Solid Waste Resource Recovery Facility Expansion Project

LEE COUNTY, FLORIDA
SERVICES/GOODS PURCHASE CONDITIONS

1. **Definitions.** Order means this Purchase Order which shall include documentation referenced in or attached to the Order. Purchaser is Lee County, Florida. Seller is the named Supplier or Contractor as appropriate. Facility means the Waste to Energy Facility owned by the Purchaser and operated by Covanta Lee, Inc. ("Covanta") for the Purchaser. Goods means articles, items, parts, chemicals, materials, machinery, equipment, supplies, consumables and other tangibles. Services means the activity described in the Order and includes Goods, technology, design, engineering, consultation, manufacturing, transport, supervision, labor, installation, testing, repairs, maintenance or other activity.
2. **Agreement/Conformance/Changes.** Seller sells and Purchaser buys the Goods and/or Services for the price, and upon the terms, described in the Order effective when executed by Purchaser and Seller. The Order constitutes the entire agreement superseding all prior communications, oral or written. Unless expressly modified in the Order, a contract of sale or engagement will result solely upon these Purchase Conditions. Goods and Services shall conform strictly to the description, scope, plans, specifications or other instructions of Purchaser. Purchaser and Covanta shall have the right to inspect the Services while performed and the Goods at any stage. Goods shall be new, of the best quality, free from fault and defect in materials and workmanship(accepted)(OK) and in conformance with Purchaser's requirements. No deviations or substitutes will be permitted without the express written agreement of Purchaser. Purchaser shall have the right to reject non-conforming or defective Goods and Services in accordance with Contract Warranty provisions(accepted)(OK). ~~Rejected Goods shall be removed promptly upon notification at Seller's expense including transportation. Seller shall bear risk of loss of rejected Goods(rejected)(We maintain our exception - these contradict the warranty provisions)~~—Purchaser shall also have the right to change the requirements of the Order. If any such change increases the price, or affects delivery or schedule, Seller shall notify Purchaser of any adjustment within ~~ten (10) twenty one (21)~~(accepted)(OK) days of receipt of Purchaser's notice of a proposed change or any adjustment shall be waived. A change shall become effective upon delivery to Seller of a Change Order executed by Purchaser.
3. **Delivery/Title.** Timely delivery of Goods and performance of Services is critical to avoid substantial loss. Therefore, time is of the ~~essence(important)(accepted)(OK)~~. In the event of potential delay in delivery of Goods or performance of Services, Seller shall immediately notify Purchaser and Covanta in writing and undertake to reduce or overcome the delay by all reasonable means. ~~Goods delivered late may be rejected or returned at Seller's risk and expense unless Purchaser has authorized late delivery in writing(accepted)(OK) — Unexcused delays in delivery or performance by more than thirty (30) due to the fault of Seller shall entitle the Purchaser to remedies available under applicable law and to obtain replacement Goods and Services and to recover by offset or otherwise the difference between the cost of such replacement Goods and Services and price agreed plus any other damages permitted by applicable law(rejected)(Flowserve cannot accept this language in case of late delivery. It is too severe.)~~—Seller shall ship F.O.B. Purchaser's stated destination. Delivery shall be made at Purchaser's receiving area. All containers shall bear gross, tare and net weights. Packing slips with Order numbers, part number and quantity shall be enclosed with each shipment of Goods. Preparation, packaging, transportation, insurance or taxes are included in the price unless otherwise stated in the Order. Title shall pass to Purchaser (or third party stipulated by Purchaser) on the earlier of payment or receipt of Goods; provided that prior to the receipt of Goods at point of destination, risk of loss shall be borne by Seller. Nothing herein shall limit Purchaser's interest in the Goods.
4. **Payment.** All payments will be subject to progress. Seller shall invoice in accordance with the terms of the Order unless stated otherwise. Approved invoices will be paid thirty (30) days upon receipt and inspection ~~(rejected)(OK to allow inspection - provided that such inspection of the Goods takes place within 48 hours or receipt)~~ of the Goods or readiness to ship ~~if delivery is delayed by Purchaser (by more than thirty (30) days) or completion of Services or thirty (30) days after receipt of invoice which ever is later.~~ No charges of any kind related to Seller's performance shall be paid or reimbursed unless specified in the Order or Change Order. Pricing is not subject to escalation. Invoices for Services on a time and material basis shall be accompanied by time sheets or other cost supporting documentation. Purchaser shall not be obligated to make final payment unless all deliverables intended to accompany the Order, including spare parts lists, catalogues, operating instruction manuals, drawings, reports, certifications, etc. are received. Payment shall not be construed as acceptance of Goods or Services, but shall constitute a release of Purchaser from any ~~lien (or)~~ (OK) claims by or through Seller. Except as otherwise stated, the price includes all taxes or other governmental levies on the performance, manufacture, sales, supply, storage, transportation or delivery of the Goods or Services. Seller shall bear foreign exchange risks. ~~No Florida Sales, Use or like Taxes are included in Seller's pricing(accepted)(OK)~~.
5. **Warranty.** For a ~~minimum period of 24 months from receipt of Goods and/or completion of Services(18) months after initial operation of Goods, or until 24 months after delivery of Goods, whichever occurs first(OK, however a price adder may be owed for the Condensate Pumps)~~, Seller warrants that Goods and/or Services are in accordance with industry standards and the instructions, specifications, drawings and other description, are new, of good quality, design and workmanship, free of defects, ~~fit and sufficient for the purpose intended in materials, workmanship, and title(accepted)(OK)~~. ~~Without cost or expense to Purchaser or Covanta, Seller shall promptly re-perform, repair or replace any deficient Goods or Services(rejected)(Flowserve changes our exception to the first half only)~~—Warranties shall not be "pass through", provided, however, that any warranties provided by any subcontractors or suppliers in connection with the Goods or Services shall be assignable to the benefit of Purchaser or Covanta either of whom shall be entitled to enforce them directly. Seller's warranty is assignable to Covanta who shall be entitled to enforce them directly. If Seller has performed any engineering or design work with respect to Goods, or has participated in the selection of Goods, Seller warrants that such work was properly accomplished in accordance with industry standards ~~(and technical specifications) and that the results are suitable for the purpose intended(accepted)(OK)~~. Seller shall not be liable for damage or deterioration due to normal wear and tear, abuse or failure of Purchaser or Covanta to follow operating, maintenance or other instructions of Seller. ~~If it appears that the Goods or any part thereof does not conform to this warranty, and Purchaser so notifies Seller within a reasonable time after discovery, Seller shall thereupon promptly correct such nonconformity by repair or replacement FOB (Purchaser's destination)(Seller's factory or service center) — Seller shall not be responsible for any on-site costs, other than for Seller's representative furnished under this warranty.(OK) THE EXPRESS WARRANTY SET FORTH HEREIN IS THE EXCLUSIVE WARRANTY OF SELLER. AN NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, SHALL APPLY. Seller is not responsible for repairs or alterations made by others without mutual written agreement between Seller and Purchaser. Seller does not warrant the goods or any repair/replacement part against the effects of erosion or corrosion due to (abnormal) operation or the environment. Replacement parts or repairs furnished under this warranty shall be subject to the warranty provisions herein for a period as stated above of twelve (12) months after date of shipment thereof by Seller. (Flowserve offered a warranty of 12 months on the specific replacement or repaired part, do you mean that the warranty period must still last at least to the base warranty provisions above (18/24 from original equipment start-up/delivery)? If so that is OK. However, what we are saying is that if a part fails in month 23, we will offer a 12 month warranty on that part only. — please review and offer more clear wording)~~

6. **Cancellation.** Purchaser may cancel or terminate the Order at any time for convenience or cause. If for convenience, Seller shall be paid for Goods delivered and accepted or in process (accepted) (OK) or Services satisfactorily performed to the date of termination. If for cause, any balance due Seller for Goods delivered and accepted, or Services performed before the date of termination shall be adjusted by the total price of the Goods and/or Services less (a) amounts previously paid to Seller, (b) the reasonable direct cost incurred by Purchaser in effecting cover by acquiring substitute Goods or completing the Services and (c) any other (direct) damages caused by Seller's failure to perform hereunder. (Not accepted - are there examples of other direct damages not covered in (b)?) If the adjustment results in a net amount owing to Purchaser, Seller shall promptly remit such amount. With respect to Goods in inventory or in process of manufacture, Purchaser shall have the right to remove all or a portion thereof from the premises of Seller upon payment or promise to pay as herein provided. Under no circumstances shall Seller be entitled to anticipated profit or revenue for Goods or Services not actually furnished or performed.

7. **Indemnity.** Seller shall insure, defend, protect, indemnify, and hold Covanta and Covanta's affiliates of any tier, and their employees and agents, harmless from any and all claims and liability including expenses and attorney's fees arising from the other party's Seller's performance or non-performance, for injuries to, and/or death of, any and all persons, and for loss of and/or damage to property arising in whole or in part out of the performance of the, Order, ~~including negligence, willful acts, or breach to the extent caused by Seller's negligence or willful misconduct~~ or for any claim of infringement of any patent or other third party proprietary rights. Seller assumes responsibility for any injury or loss incurred by its employees or agents while on Purchaser's premises, other than those caused by Purchaser's ~~gross negligence~~ negligence or willful misconduct, and for compliance with Purchaser's and Covanta's rules and regulations, particularly those relating to health and safety.

Nothing in this paragraph shall be agreed, altered or construed to waive the Purchaser's liability beyond the limits established in Section 768.28, Florida Statutes, as it may be revised or amended from time to time. The Purchaser will be liable for money damages in tort for any injuries to or losses of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the Purchaser while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be held to be liable in accordance with the general laws of the State of Florida.

This indemnification is incorporated by reference into all other contract documents applicable to the Order.

Lee County is governed by State law. To remain as stated. (Flowsolve agrees that the 2nd paragraph which applies to Purchaser's liability is not negotiable, however the 1st paragraph applies to Seller's liability, and is NOT subject to the Florida Statute, and we must make it fair and reasonable.)

8. **Insurance.** Seller shall be insured on an occurrence basis for : (a) Commercial General Liability, including the products and completed operations in the minimum amount of \$1,000,000 per occurrence; (b) Worker's Compensation and Employer's Liability, as required by law in the state where work is performed; (c) Comprehensive Automobile Liability applicable to all vehicles (owned or hired) brought on-site with a minimum combined single limit of \$1,000,000 per occurrence; (d) Excess, umbrella form, liability with a minimum of \$2,000,000 per occurrence, excess of (a), (b), (Employer's liability) and (c). If applicable, additional professional indemnity and/or pollution legal liability coverage shall provide a minimum of \$5,000,000 per occurrence and, if claims made form, be maintained for a period of three (3) years following completion of services. Subrogation rights for any incident and/or accident in which Seller is negligent (accepted) (OK) are hereby waived against Purchaser and Covanta and their insurers. Where the Order involves the performance of services at the Facility, Seller shall also designate Purchaser, Covanta, and Covanta's affiliates as Additional Insureds on coverages (a), (c), and (d). Seller shall furnish certificates evidencing the required coverage at the time of execution of the Order and provide that thirty (30) days prior written notice be given to Purchaser in the event of any material change.

9. **Liens and Claims.** Seller shall pay timely all costs of performance. Seller waives, and shall not permit any party directly or acting through Seller, to place a lien, charge, form of trust, or other encumbrance on the interests of Purchaser or Covanta. If a lien or other encumbrance attaches to any such interests, Seller promptly shall procure its release at its expense. Purchaser may withhold payment pending receipt of evidence in form and substance satisfactory to Purchaser that such liens, claims and encumbrances have been discharged. Florida's Public Construction Statute, Section 255.05, Florida Statutes, is applicable to this Project. Seller acknowledges that no lien rights are available against the public property and that no Notices to Owner shall be furnished to the Purchaser nor shall any liens be recorded against the Purchaser's interest in the real property.

10. **Health/Safety/Work Area Cleanliness.** For Services performed at the Facility, Seller, its employees, subcontractors, vendors and agents shall abide strictly by all Facility, OSHA, state and local laws, rules and regulations and shall maintain at all times a safe and clean work area and environment. Unsafe conditions and accidents shall be reported promptly to Purchaser and Covanta.

11. **Confidentiality/Publicity.** Data, drawings, specifications, financial, technical and business information, trade secrets, know-how, techniques and any other information whatsoever furnished directly or indirectly, in writing or otherwise, to Seller pursuant to the Order is strictly confidential, shall be used solely in fulfilling the Order or performing Services and not duplicated or disclosed to others, used in whole or in part for any other purpose or become in any way the property of Seller. Seller shall not release any information concerning the Order to the public, press, official body or any third party or permit audio or visual recordings to taping, photographs or allow visitors to Purchaser's or Covanta's premises or advertised without the written consent of Purchaser and Covanta.

12. **Law/Severability/Waiver.** The Order shall be governed by the laws of the state in which the Goods or Services are delivered or performed and, with respect to the sale of Goods, by the Uniform Commercial Code to the extent adopted in that state. Seller shall comply with all applicable laws, rules, regulations, ordinances, permits, industry codes, of any governmental entity having jurisdiction, including safety, health, non-discrimination laws and standards. If any provision hereof is determined invalid, illegal or unenforceable, the parties shall make good faith efforts to modify this Order to implement the intent. The remaining provisions shall be valid and enforceable to the fullest extent permitted by law. No provision hereof shall be deemed waived without Purchaser's express written agreement. Failure of Purchaser to demand strict performance in one instance shall not be deemed to waive Purchaser's right to insist on strict performance in any other instance.

13. **Relationship/Assignment.** Nothing herein creates a fiduciary, employment, partnership, joint venture or agency relationship between the parties or Covanta. This Order is not entered into for the benefit of, nor any rights granted to, any other party not mentioned herein. The Order may be assigned by Purchaser to any party ~~without (rejected) with~~ with the consent of Seller provided that assignee accepts and agrees in writing to discharge all of Purchaser's obligations hereunder. (Flowsolve wants to maintain the right to perform a credit check or similar review of the financial health of any assignee. Too often, Flowsolve have been burned by companies being assigned Orders, and then filing bankruptcy or similar making payments extremely late and/or less than in full) The Order and any monies due hereunder may not be assigned by Seller without prior written consent of Purchaser which shall not be unreasonably withheld.

14. **Dispute Resolution.** Purchaser and Seller consent to the jurisdiction of the courts of the state of Florida and the laws of Florida (without giving effect to its conflict of laws principles) shall govern the validity, interpretation, construction and performance of the Order. In any dispute arising out of or relating to the Order, the prevailing party shall be entitled to an award of its costs and reasonable attorneys' fees, including all such costs and fees incurred on appeal as deemed by a court of competent jurisdiction (accepted)(OK).

15. **Vendor Documents.** Seller shall provide Purchaser or Covanta if so designated, with electronic file copies of all drawings, operating, instruction and maintenance manuals associated with the equipment Seller is providing in accordance with the Purchaser's specification. The electronic format for this information must be compatible with Purchaser's existing software systems.

-16. **Limitation of Liability.** The remedies set forth herein are exclusive, and the total liability of the Seller with respect to this Order, or any breach thereof, whether based on contract, warranty, negligence, indemnity, strict liability or otherwise, shall not exceed the purchase price of the Order goods upon which liability is based. (Should be OK - Awaiting Flowserve Management approval Thurs AM). The Seller and its subsuppliers shall in no event be liable to the Purchaser or Client for any consequential, incidental, indirect, special or punitive damages arising out of this Order or any breach thereof, whether or not based on contract, warranty, negligence, indemnity, strict liability or otherwise."