

RTS Water Solutions - Cost Escalation Summary (Dual Checks and Meter Boxes)

		Valves at the time of bid 4/27/2021	Valves ordered by RTS 3/18/2022	5% DFW Escalation on exist quotation 4/30/2022
# of units		16272	16272	
Sell Price BAFO (Aug 2021)	\$	31.11	\$ 31.11	
Total Sell Price (BAFO)	\$	506,222	\$ 506,222	
Total Cost to RTS	\$	455,616	\$ 711,900	
RTS Unit Cost	\$	28.00	\$ 43.75	
Difference including 10% margin	\$	50,606	\$ (228,531)	

Single Meter Box

# of units		6,509		\$ 6,509
Sell Price BAFO (Aug 2021)	\$	90.38		\$ 90.38
Total Sell Price (BAFO)	\$	588,283		\$ 588,283
Total Cost to RTS	\$	529,507		\$ 557,366
RTS Unit Cost	\$	81.35		\$ 85.63
Difference including 10% margin	\$	58,776		\$ (34,353)

Double Meter Box

# of units	\$	3,254		\$ 3,254
Sell Price BAFO (Aug 2021)	\$	115.54		\$ 115.54
Total Sell Price (BAFO)	\$	375,967		\$ 375,967
Total Cost to RTS	\$	338,416		\$ 356,215
RTS Unit Cost	\$	104.00		\$ 109.47
Difference including 10% margin	\$	37,551		\$ (21,946)

Total Meter Boxes including Margin = \$ (56,299)

Total Due RTS for cost escalation of
Dual Check and Meter Boxes =

\$ 284,831



FERGUSON WATERWORKS #2923
1251 N CENTURY AVE
KANSAS CITY, MO 64120-2923

Phone: 816-627-2706
Fax: 816-920-5723

Deliver To: ROBIN NELSON
From: Andrew Day
Comments:

14:08:04 APR 27 2021

Page 1 of 2

FERGUSON WATERWORKS #2923

Price Quotation

Phone: 816-627-2706

Fax: 816-920-5723

Bid No: B373006
Bid Date: 04/27/21
Quoted By: ASD

Cust Phone: 410-923-4116
Terms: NET 10TH PROX

Customer: RTS WATER SOLUTIONS LLC
9240 NW 63RD STREET STE 6
PARKVILLE, MO 64152

Ship To: RTS WATER SOLUTIONS LLC
9240 NW 63RD STREET STE 6
PARKVILLE, MO 64152

Cust PO#: PEMBROKE PINES, FL

Job Name:

Item	Description	Quantity	Net Price	UM	Total
	*** SINGLE METER PIT ***				

	11X18X12 METER BOX				56.25
	11X18 BLUE WTR LID ONLY				52.50
	SINGLE MTR PIT SUBTOTAL				108.75

	*** DOUBLE METER PIT ***				

	17X18X14 METER BOX				77.50
	17X18 BLUE WATER LID				81.25
	DOUBLE MTR PIT SUBTOTAL				158.75

	*** CHECK VALVES ***				

WLF7RU22F	LF 3/4 FPT DU CHK BFP	16000	28.000	EA	448000.00
	SUBTOTAL				448000.00
Net Total:					\$448267.50
Tax:					\$39671.68
Freight:					\$0.00
Total:					\$487939.18



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2923&on=25050>

Fax: 816-920-5723

14:08:04 APR 27 2021

Reference No: B373006

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



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<https://survey.medallia.com/?bidsorder&fc=2923&on=25050>



FEL-POMPANO BEACH WW #125
1950 NW 18TH STREET
POMPANO BEACH, FL 33069-1394

Phone: 954-973-8100
Fax: 954-917-3134

Deliver To:
From: Kim Horn
Comments:

10:53:45 JAN 24 2022

Page 1 of 2

FEL-POMPANO BEACH, FL WW #125
Price Quotation
Phone: 954-973-8100
Fax: 954-917-3134

Bid No: B480730
Bid Date: 08/26/21
Quoted By: KAH

Cust Phone: 816-880-6600
Terms: 2% 25TH N60

Customer: RTS WATER SOLUTIONS LLC
9240 NW 63RD ST #6
PARKVILLE, MO 64152

Ship To: RTS WATER SOLUTIONS LLC
9240 NW 63RD ST #6
PARKVILLE, MO 64152

Cust PO#:

Job Name: PEMBROKE PINES

Item	Description	Quantity	Net Price	UM	Total
	CHECK VALVE				

WLF7R10U2GF	LF 1X3/4 FEM THRD SWVL DU CHK VLV NEW DUAL CHECK MALE	16272	35.000	EA	569520.00
SP-WLF7R10U3	1 X 3/4 MALE THRD SWVL DUAL CHK VLV **ANGLE VALVE	16272	43.750	EA	711900.00

FKV43444WNL	LF 1 CTS COMP X MTR ANG KEY VLV **TUBING**	1	78.550	EA	78.55

AX41250100	1X100 CTS 250 PSI NSF BLUE **COUPLING**	1000	0.630	FT	630.00

SU3140LF	*CVR* 1 SHARKBITE SLIP MALE ADAPTE	16272	24.000	EA	390528.00

DDFW36C123AT	16X11X12 C W/ BLUE AMR TOUCH RD LID **NON TRAFFIC DBL BOX	6509	81.350	EA	529507.15

DDFW39C121EQA	16X14X12 C MTR BX W/ AMR PLYMR LID **MISC/ALTERNATE**	3254	104.000	EA	338416.00

FINSERT52	1 CTS PET / HDPE DR9 INS STFNR	1	1.850	EA	1.85
FC8444NL	LF 1 MIP X 1 CTS PJ COUP	1	28.740	EA	28.74
FC4444NL	LF 1 CTS X CTS COMP COUP	1	33.820	EA	33.82
Net Total:					\$2540644.11
Tax:					\$142276.07
Freight:					\$0.00
Total:					\$2682920.18



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=125&on=64432>

FEL-POMPANO BEACH, FL WW #125
Price Quotation

Fax: 954-917-3134

10:53:45 JAN 24 2022

Reference No: B480730

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

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Govt Buyers: All items are open market unless noted otherwise.

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COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



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<https://survey.medallia.com/?bidsorder&fc=125&on=64432>



November 11, 2020

Subject: Price Adjustment – U.S. Market

Dear Valued Customer:

Due to increases in raw materials, freight, and other inflationary pressures, as of January 11, 2021, certain of our brands and companies will be implementing list price increases. Select items will be adjusted to reflect various higher or lower price changes. The following brands and product lines will be affected:

- ***Backflow & Valve Products***
 - Watts, Ames Fire & Waterworks, FEBCO & Powers 5.1%
 - Mueller Steam Specialty 5%
 - Mueller Steam Kits & Parts 20%
- ***PEX Pipe, Fitting & Hydronic Radiant Products*** 2.7%
- ***Dormont***
 - Gas Connectors & Accessories 6%
- ***Water Quality Products***
 - Watts Water Quality Products 4%
 - Pure Water & Pure H2O 2.5%
- ***Drainage***
 - Watts Cast Iron & Trench, and BLÜCHER 5%
 - Orion Chemical Waste Drainage Piping Systems 5%

All orders for immediate release received by Friday, January 8, 2021, will receive the former prices. Stocking orders are not to exceed 1 month's average purchases. New list prices will be available December 11, 2020, via our web site at www.wattswater.com/dataexchange. You will have the option of printing a copy of the price sheet in .pdf format or downloading list prices in Excel and other formats.

We appreciate and thank you for your business and assure you of our commitment to continue to supply you with quality products at competitive prices. If you have any questions or need further clarification on these changes, please contact your local representative.

Sincerely,

Watts



March 5, 2021

Subject: Price Adjustment – U.S. Market

Dear Valued Customer:

Due to increases in raw materials, freight, and other inflationary pressures, as of **May 24, 2021**, certain of our brands and companies will be implementing list price increases. Select items will be adjusted to reflect various higher or lower price changes. The following brands and product lines will be affected by the average increases as follows:

- *Backflow & Valve Products*
 - **Watts, Ames Fire & Waterworks, FEBCO & Powers** **7.6%**
- *PEX Pipe, Fitting & Hydronic Radiant Products* **5.5%**
- *Electric Radiant* **5.6%**
- *Dormont*
 - Gas Connectors & Accessories **6%**
- *Water Quality Products*
 - Watts Water Quality Products **6%**
 - Pure Water & Pure H2O **6%**
- *Drainage*
 - Watts Cast Iron **7.9%**
 - Trench Drain **7.3%**
 - Orion Chemical Waste Drainage Piping Systems **8.5%**
 - BLÜCHER **6%**

Former prices will be honored for all orders, with immediate release, that are received by Friday, May 21, 2021, as long as stocking orders do not exceed 1 month's average purchases. New list prices will be available April 26, 2021, via our website at www.wattswater.com/dataexchange. Price Books will be available as soon as they are completed. You will have the option of printing a copy of the price sheet in .pdf format or downloading list prices in Excel and other formats.

We appreciate and thank you for your business and assure you of our commitment to continue to supply you with quality products at competitive prices. If you have any questions or need further clarification on these changes, please contact your local representative.

Sincerely,

Watts



815 Chestnut Street | North Andover, MA 01845-6098 | T: (978) 688-1811 | F: (978) 794-1848

June 1, 2021

Subject: Price Adjustment – U.S. Market

Dear Valued Customer:

Due to increases in raw materials, freight, and other inflationary pressures, as of **August 30, 2021**, certain of our brands and companies will be implementing list price increases. Select items will be adjusted to reflect various higher or lower price changes. The following brands and product lines will be affected by the average increases as follows:

- *Backflow & Valve Products*
 - **Watts, Ames Fire & Waterworks, FEBCO, & Powers** **13.6%**
 - **Mueller Steam Specialty** **10.3%**
- *Watts PEX Pipe, Fitting & Hydronic Radiant Products* **15%**
- *SunTouch Electric Radiant* **10.2%**
- *Dormont*
 - **Gas Connectors & Accessories** **8%**
- *Water Quality Products*
 - **Watts Water Quality Products** **6%**
 - **Pure Water & Pure H2O** **6%**
- *Drainage*
 - **Watts Cast Iron** **12%**
 - **Trench** **12%**
 - **Orion Chemical Waste Drainage Piping Systems** **12%**
 - **BLÜCHER** **12%**

Former prices will be honored for all orders (with immediate release) received by Friday, August 27, 2021, as long as Stocking orders are not to exceed 1 month's average purchases. New list prices will be available July 30, 2021, via our web site at www.wattswater.com/dataexchange. Price Books will be available as soon as they are completed. You will have the option of printing a copy of the price sheet in .pdf format or downloading list prices in Excel and other formats.

We appreciate and thank you for your business and assure you of our commitment to continue to supply you with quality products at competitive prices. If you have any questions or need further clarification on these changes, please contact your local representative.

Sincerely,
Watts



815 Chestnut Street | North Andover, MA 01845-6098 | T: (978) 688-1811 | F: (978) 794-1848

November 11, 2021

Subject: Price Adjustment – U.S. Market

Dear Valued Customer:

Due to increases in raw materials, freight, and other inflationary pressures, as of **January 10, 2022**, certain of our brands and companies will be implementing list price increases. Select items will be adjusted to reflect various higher or lower price changes. The following brands and product lines will be affected by the average increases as follows:

- *Backflow & Valve Products*
 - **Watts**, Ames Fire & Waterworks **9%**
 - FEBCO **10%**
 - Powers **9%**
 - Mueller Steam Specialty **10%**
- *PEX Pipe, Fitting & Hydronic Radiant Products* **6%**
- *Dormont*
 - Shut-Off Valves **6%**
- *Water Quality Products*
 - Watts Water Quality Products **9%**
 - Pure Water & Pure H2O **6%**
- *Drainage*
 - Watts Cast Iron, Trench **6%**
 - Orion Chemical Waste Drainage Piping Systems **10%**
 - BLÜCHER **6%**

Former prices will be honored for all orders, with immediate release, received by Friday, January 7, 2022, as long as Stocking orders are not to exceed 1 month's average purchases. New list prices will be available December 11, 2021 via our web site at www.wattswater.com/dataexchange. Price Books will be available as soon as they are completed. You will have the option of printing a copy of the price sheet in .pdf format or downloading list prices in Excel and other formats.

We appreciate and thank you for your business and assure you of our commitment to continue to supply you with quality products at competitive prices. If you have any questions or need further clarification on these changes, please contact your local representative.

Sincerely,

Watts



RETRO-TECH SYSTEMS | RTS WATER | RTS ENVELOPE
LRI ENERGY SOLUTIONS | WATER SAVERS | ENLIGHT

Purchase Order

PO #: 130820

Page: 1

Date Ordered: 01/07/22

Job: 200513.000 City of Pembroke Pines Meters

Bill : RTS Water Solutions, LLC
750 MD Rt. 3 South, Suite 19
Gambrills, MD 21054 US

Ordered By: Cassandra
Due Between: and Payment
Terms:

Vendor: Ferguson Waterworks
10570

Ship To: TBD

Addtl Info:
Vendor Quote: #79784
BAA/TAA Required: N
Addtl Provisions/Conditions: N

Shipping Notes

Waiting for approval of Art Work by City of Pembroke

Item	Manufacturer	Description	UM	Units	Unit Cost	Total
1		DFW36F12AF3MFDEEPPPEM DFW 16X11 BLACK FLARED WALL METER BOX WITH ANTI FLOAT BLUE MAGNET LID WITH (1) KNOCKOUT "CITY OF PEMBROKE PINES"	EA	6,509.000	81.35000E	529,507.15
2		DFW39F12AF3MFDEEPPPEM DFW 16X14 BLACK FLARED WALL METER BOX WITH ANTI FLOAT BLUE MAGNET LID WITH (2) KNOCKOUTS "CITY OF PEMBROKE PINES"	EA	3,254.000	104.00000E	338,416.00
Subtotal						867,923.15
Total						867,923.15

Authorized Signature: _____

Vendor Signature: _____

RTS Water Solutions, LLC 750 MD Rt. 3 South, Suite 19, Gambrills, MD 21054

Phone: 800-929-5834

17:15:14 MAR 14 2022

Page 1 of 1

FEL-POMPANO BEACH, FL WW #125

Order Confirmation
Phone: 954-973-8100
Fax: 954-917-3134Order No: 1118898
Order Date: 01/10/22
Writer: BJ

Req Date: 04/30/22

Ship Via:
Terms: CASH ON DEMANDSold To: RTS WATER SOLUTIONS LLC
9240 NW 63RD ST #6
PEMBROKE PINES
PARKVILLE, MO 64152Ship To: RTS WATER SOLUTIONS LLC
TBD
PEMBROKE PINES
PEMBROKE PINES, FL 33025

Cust PO#: 130820

Job Name: DFW METERBOXES & CVR

Item	Description	Quantity	Net Price	UM	Total
SP-DFW36F12AF3MF	16X11 BLK FLR WALL ANTI FLOAT BLUE DFW36F12AF3MFDEEPPM DFW 16X11 BLACK FLARE WALL ANTI FLOAT BLUE MAGNET LID WITH (1) KNOCKOUT "CITY OF PEMBROKE PINES"	6509	85.630	EA	557365.67
SP-DFW39F12AF3MF	16X14 BLK FLR WALL ANTIFLOAT BLUE DFW39F12AF3MFDEEPPM DFW 16X14 BLACK FLARE WALL METER BOX WITH ANTI FLOAT BLUE MAGNET LID WITH (2) KNOCKOUTS "CITY OF PEMBROKE PINES"	3254	109.470	EA	356215.38

Net Total:	\$913581.05
Tax:	\$0.00
Freight:	\$0.00
Total:	\$913581.05

WARRANTY PROVISIONS

The purchaser's sole and exclusive warranty is that provided by the manufacturer, if any. Seller makes no express or implied warranties. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE OPERATION OR USE OF THE PRODUCT. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER. Complete Terms and Conditions are available upon request or can be viewed on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.

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complete a survey about your orders:<https://survey.medallia.com/?bidsorder&fc=125&on=69528>

Purchase Order Agreement Terms & Conditions

1. **APPLICATION** These terms and conditions shall exclusively govern the purchase of all materials, equipment and services covered by the Purchase Order.
2. **DEFINITIONS.**
 - a. The "Purchase Order" shall mean the contract between the Buyer and Seller consisting of the Purchase Order and any terms specified in the Purchase Order including these Terms and Conditions;
 - b. "Seller" shall mean the supplier named in the Purchase Order. Unless expressly agreed in writing between the parties, no printed standard terms which may appear on any order confirmation, invoice, delivery transmittal or documents shall be of any effect in altering the terms of the Purchase Order;
 - c. "Buyer" shall mean Retro-Tech Systems and/or its parent, subsidiary or related entities;
 - d. "Goods " and "Services" respectively means all goods and all services(as applicable) covered by the Purchase Order or any parts thereof; and
 - e. "Owner" shall mean the project owner, developer or contractor the Buyer is performing the work for related to the Purchase Order.
3. **OWNER APPROVAL.** If Buyer's Contract with the Owner states that Subcontractor/Supplier agreements are subject to the approval of the Owner, then, if the Owner does not approve of Seller for any cause whatsoever, except the refusal of Seller to supply materials or equipment that complies with the Contract Documents, which shall be a default, this agreement will become null and void and neither party will have any claim against the other.
4. **OFFER AND ACCEPTANCE.** The Purchase Order constitute an offer to Seller to provide the Goods and Services expressly limited to the terms herein. The Buyer reserves the right to revoke his offer at any time prior to Seller's acceptance. Buyer may postpone or cancel delivery and/or performance by written notice to Seller at any time before delivery and/or performance of the Goods and Services.
5. **DELIVERY.** Time and date are of the essence. Seller shall provide Buyer a definitive delivery date for all Goods and Services to be delivered and Seller shall make every effort to advise Buyer of changes in the delivery schedule. Delivery shall be F.O.B. shipping point, freight prepaid. Buyer may refuse delivery of Goods made more than a day in advance of delivery schedule specified herein Goods received after Seller's stated delivery date and may return such Goods at Seller's expense. Seller shall notify Buyer immediately when Seller has knowledge of any potential delay in delivery.
6. **LIQUIDATED DAMAGES.** Seller shall be liable to and indemnify and protect Buyer for any damages imposed by Owner against Buyer arising from or related to the Goods and Services. Failure to deliver the Goods and Services by Seller's stated due date shall cause Buyer irreparable harm and potential liquidated damages from the Owner. In the event that the delays are a direct result of Seller action(s), such liquidated damages or other damages assessed shall be passed through by Buyer to Seller and Seller shall reimburse Buyer for any such damages arising from or related to the Goods and Services failure to be delivered as stated in the Purchase Order.
7. **INSPECTION.** All Goods and Services shall be received subject to Buyer's inspection. No Goods and Services shall be deemed accepted prior to final inspection by Buyer at the specified destination. Defective Goods and Services or Goods and Services not in accordance with Buyer's specifications may be rejected by Buyer. Upon such rejection, the rejected Goods and Services will be held for a reasonable time after notification for Seller's instruction and at Seller's risk and if Buyer so directs, will be returned at Seller's expense. No Goods and Services rejected shall be replaced without written authorization from Buyer. Goods and Services replaced upon written approval of Buyer shall be delivered by Seller not later than two weeks from the date such replacement Goods and Services are authorized by Buyer, time being of the essence. Payment for goods prior to inspection shall not constitute an acceptance thereof.

8. **PRICE.** See Purchase Order.
9. **PAYMENT.** Unless otherwise agreed upon, compensation specified in the Purchase Order shall be due sixty(60) days after receipt of invoice for Good and Services delivered in accordance with the terms of the Purchase Order and any applicable specifications and acceptance by Buyer. Provided, however, prior to payment, Seller shall deliver to Buyer, if requested: (1) a release of all liens arising out of this agreement, or receipts in full covering all Goods and Service, including labor for which a lien could be filed, or a bond satisfactory to Buyer indemnifying it against such liens and(ii) a release discharging Buyer/Owner, its successors and assigns, officers, employees, and agents of and from all liabilities, obligations and claims arising under or by virtue of this Order.
10. **WARRANTY.** Seller warrants and guarantees that the Goods and Services covered by this Purchase Order will conform to all specifications, drawings, samples, descriptions and quality standards(i) furnished by the Buyer, or(ii) furnished by the Seller and approved by the Buyer in writing, and will be merchantable, of good material and workmanship and free from defect. In addition, Seller acknowledges that Seller knows of Buyer's intended use of the Goods and Services covered by this Purchase Order and warrants and guarantees that such goods have selected, designed, manufactured or assembled by Seller based upon Buyer's stated use and will be fit and sufficient for the particular uses stated by Buyer. The duration of the warranty provided by Seller to Buyer for the Goods and Services will begin on the date of receipt for the Goods and Services and end on the later of the(a) the manufacturers stated or published warranty or(b) the expiration of any warranty period or performance standard provided in any document incorporated into the Purchase Order including Buyer's specifications or quality standards
11. **INDEMNIFICATION.** To the fullest extent permitted by law, Seller shall indemnify and hold harmless the Buyer, Owner, and each of their agents, insurers, principal and related entities and assigns from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the Goods and Services, including, without limitation, claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death, or to injury or damage to or destruction of property including the loss of use resulting therefrom, whether caused in whole or in part by the negligent act or omission, or the intentional misconduct, of the Seller or its agents, subcontractors and assigns for whose acts the Seller may be liable and regardless of whether or not it is caused in part by a party indemnified hereunder.
12. **ASSIGNMENT.** Any assignment of rights or obligations by Seller under the Purchase Order in whole or in part without the prior written consent of Buyer shall be void
13. **TERMINATION.** Buyer may cancel this agreement in whole or in part at any time by written notice in the event Seller, without Buyer's prior written consent: (1) fails to comply with any provision(s) of the Purchase Order;(2) becomes insolvent or makes an assignment for the benefit of creditors, or a receiver or similar officer is appointed to take charge of all or part of Seller's assets and such condition(s) is not cured within thirty(30) days; (3) merges with or is acquired by a third party; or (4) attempts to assign any of its rights or obligations under this Purchase Order. Upon cancellation, Seller shall deliver to Buyer such work in progress or completed Goods and Services as Buyer may request. Buyer shall have no liability to Seller beyond payment for Goods and Services delivered to and accepted by Buyer prior to Seller's receipt of notice of cancellation for such additional Material specifically requested by and delivered to Buyer.
14. **TERMINATION FOR CONVENIENCE.** Buyer may, by notice in writing to Seller, terminate this Purchase Order for convenience and without cause, in whole or part, at any time, and such termination shall not constitute a default. In the event of partial termination, Seller is not excused from performance of the non-terminated balance of Goods and Services under the Purchase Order. Upon such termination, Buyer shall pay Seller for all Goods and Services that are timely delivered and meeting the requirements of the Purchase Order.
15. **CHANGES.** Buyer may, at any time, by written notice thereof to Seller, make changes in the Goods and Services within the general scope of this Purchase Order or any additional specifications, including, but not limited to: (1) changes in, substitutions for, additions to or deletions of any work;(2) changes in the specifications or drawings; and(3) changes in



RETRO-TECH SYSTEMS | RTS WATER | RTS ENVELOPE
LRI ENERGY SOLUTIONS | WATER SAVERS | ENLIGHT

Purchase Order

PO #: 130820

Page: 3

Date Ordered: 01/07/22

Job: 200513.000 City of Pembroke Pines Meters

schedule or acceleration, deceleration, suspension, or termination or performance of any work. An equitable adjustment will be made if there is an increase or decrease in the Seller's cost. Seller must request, in writing, any increases in cost within ten(10) days after receipt of any Change Order modification. A decrease in work shall not entitle Seller to anticipated profits, reallocation of cost, profit or overhead.

16. **SET-OFF.** Buyer shall have the right at any time to set off any amount owing from Seller to Buyer or its subsidiaries or affiliates against any amount payable by Buyer pursuant to this Purchase Order.
17. **INTELLECTUAL PROPERTY.** Seller shall defend, at its expense, any claim against Buyer alleging that any Goods and Services furnished under the Purchase Order infringes any patent, copyright, trademark, trade secret, or other intellectual property interest and shall pay all costs and damages awarded, if Seller is notified promptly in writing of such claim. If a final injunction against Buyer or it's assigns se of the Goods and Services results from such claim(or, if Buyer reasonably believes such a claim is likely) Seller shall, at its expense, and as Buyer request, obtain for Buyer the right to continue using the Products or replace or modify them so they become non-infringing, but functionally equivalent.
18. **CONFIDENTIAL INFORMATION.** Without prior written consent from Buyer, Seller shall neither disclose to any person outside its employ, nor use for any purposes other than the performance of this agreement, any information pertaining to the existence or terms of this agreement including but not limited to specifications and descriptions in the Purchase Order. Upon termination of this agreement, Seller, at Buyer's request, shall return to Buyer all written documentation delivered to or generated by Seller pursuant to the performance of the Purchase Order. This obligation does not apply if the information is already known to the public generally without Seller's knowledge, was known to Seller at the time of the contract or was disclosed to the Seller by a third party having the right to disclose such information.
19. **ADVERTISING.** It is the policy of the Owner to prohibit persons who are performing work on its premises from capitalizing on such work by(1) utilizing images of the Premises in their advertising or promotional materials; and/or (2) publishing or disseminating advertising or promotional materials or engaging in activities calculated to convey the impression of sponsorship, approval or endorsement of any product or service by the Owner. The Seller agrees to refrain from the foregoing and to submit any proposed advertising or promotional copy or materials in any way connected with this Contract and/or Premises, to the Owner for approval prior to publication or dissemination.
20. **COMPLIANCE WITH LAWS.**
 - a. All material supplied and work performed under this agreement shall comply with all applicable laws and regulations including, but not limited to, emission and safety standards, OSHA, the Fair Labor Standards Act of 1938 (29 USC 201- 219), the Contract Work Hours and Safety Standards Act(40USC 327-332), the Toxic Substance Control Act of 1976 (15 USC 2601), all laws restraining the use of convict labor, and Workers Compensation Laws. Upon request, Seller agrees to certify compliance with any applicable laws or regulations. Seller's failure to comply with any of the requirements with this Section15 may result in material breach of this Agreement and/or subsequent Purchase Orders;
 - b. The following statutes and Executive Orders("E.O's") together with regulations issued thereunder are made a part of this Purchase Order if applicable. E.O. 11246, Equal Employment Opportunity; E.O. 11625, as Amended Minority Business Enterprises; E.O. 12138, Women-Owned Business Concerns; Section503 of the Rehabilitation Act of 1973, as Amended (20 USC 793); and Section402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 as Amended (38 USC 2012); and
 - c. The provisions of the Clean Air Act(42 USC 125 et seq.) are made a part of this agreement, if applicable) the provisions of any applicable state Right-To-Know laws and regulations are made part of this Agreement. A copy of the applicable Material Safety Data Sheets as required under such laws and regulations shall be provided by Seller upon delivery of Material and updated as necessary.
21. **BUY AMERICAN ACT.** Whenever applicable, Seller shall not use any materials, equipment or supplies that do not meet the Buy American Act requirements. Seller agrees to use only domestic construction materials/components or NAFTA country construction materials/components during the performance of this contract.



RETRO-TECH SYSTEMS | RTS WATER | RTS ENVELOPE
LRI ENERGY SOLUTIONS | WATER SAVERS | ENLIGHT

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- 22. FAR CLAUSES.** The following Federal Acquisition Regulations are a part of this contract FAR 52.203-6, Restrictions on Subcontractor Sales to the Government; FAR52.209-6, Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment; FAR52.222-1, Notice to the Government of Labor Disputes; FAR52.222-4, Contract Work Hours and Safety Standards Act- OT Compensation; FAR52.222-6, Davis Bacon Act; FAR 52.222-7, Withholding of Funds; FAR52.222-8, Payrolls and Basic Records; FAR52.222-9, Apprentices and Trainees; FAR52.222-10, Compliance with Copeland Act Requirements; FAR52.222-11, Subcontracts (Labor Standards); FAR 52.222-12, Contract Termination- Debarment; FAR52.222-13, Compliance with Davis Bacon and Regulated Act Requirements; FAR52.222-14, Disputes Concerning Labor Standards; FAR52.222-15, Certification of Eligibility; FAR 52.222-21, Certification of Non-Segregated Facilities; FAR52.222-22, Previous Contracts and Compliance Reports; FAR 52.222-26, Equal Opportunity; FAR52.222-36, Affirmative Action for Handicapped Workers; FAR52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era; FAR52.222-41, Service Contract Act of 1965; FAR 52.223-1, Clean Air and Water Certification; FAR52.223-2, Clean Air and Water; FAR52.225-3, Buy American Act - NAFTA - Israeli Trade Act; FAR52.225-9, Buy American Act - Construction Materials FAR52.225-11, Buy American Act - Construction Materials under Trade Agreements; FAR52.227-1, Authorization and Consent; FAR52.228-5, Insurance - Work on a Government Installation; FAR52.236-13, Accident Prevention; FAR52.236-21, Specifications and Drawings for Construction; FAR 52.245-16, Facilities Equipment Modernization; FAR52.246-2, Inspection of Supplies (Fixed Price Supply Contracts) and FAR 52.246-23, Limitation of Liability.
- 23. GOVERNING LAW & DISPUTE RESOLUTION.** The validity and interpretation of this agreement and of the rights and obligations of the parties hereto shall be governed and construed according to the laws of the State of Maryland and the laws of the United States applicable to this transaction. Any action brought to enforce this Agreement shall be brought in the court of Anne Arundel County, Maryland (District Court of Maryland for Anne Arundel County or Circuit Court of Anne Arundel County). The parties waive all rights to trial by jury. In the event of litigation between the parties relating the Purchase Order, the prevailing party shall be entitled to an award of its attorney's fees and costs of litigation, including expert witness fees.
- 24. ENTIRE AGREEMENT.** This Agreement contains the complete and final agreement between the parties. Reference to Seller's bids or proposals if noted on subsequent Purchase Orders, shall not affect the terms and conditions hereof, unless specifically provided to the contrary on said Purchase Order. No other agreement or quotation or acknowledgement in any way modifying any of said terms and conditions will be binding upon Buyer unless made in writing, and signed by Buyer's authorized representative.

Authorized Signature: _____

Vendor Signature: _____



DFW PLASTICS, INC.

March 8, 2022

To Our Valued Customer:

This letter serves as notice of a 5% price increase on all our product lines effective **immediately**; and rescinds the fuel surcharge notice of March 7th due to customer request and feedback. This increase is caused by fuel price increases and shortage of truck drivers which has significantly impacted the cost of freight as well as raw materials.

This increase will affect all in house orders and new orders. It will also affect all quoted pricing and contract pricing across all customers and product lines.

We appreciate your business and look forward to a successful new year in 2022. If you have any questions please feel free to contact myself or your local DFW representative.

Best regards,



Jim McKinnon
VP, Sales & Marketing

PO Box 648 Bedford, TX 76095

P 817.439.3600

F 817.439-3700

www.dfwplasticsinc.com

