DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

[ ] New contract [ ] OTR [ ] CO [ ] SS [ ] BW [X] Emergency Previous Contract/Project No: N/A

[ ] Re-Bid [ ] Other LIVING WAGE APPLIES: ___YES __X__NO

Requisition/Project No: RQWS1200002 Term of Contract: Upon Completion

Requisition/Project Title: Emergency Assessment of 24.5 miles of Prestressed Concrete Cylinder Pipe (PCCP)

Description: Perform internal inspection of PCCP used as a treated water main located between SW 64th St. and SW 216 St., and a raw water main located between the Northwest Wellfield and No. Royal Poinciana Blvd.

User Department(s): M-DWASD
Issuing Department: INTERNAL SERVICES Contact Person: MAGGIE REYNALDOS Phone: 305-375-4435
Estimated Cost: $1,634,810 Funding Source: PROPRIETARY FUNDS

ANALYSIS

Commodity/Service No: 961-45 SIC:

Trade/Commodity/Service Opportunities

Contract/Project History of Previous Purchases For Previous Three (3) Years
Check Here [ ] If this is a New Contract/Purchase with no Previous History

	EXISTING	2ND YEAR	3RD YEAR
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			

Continued on another page (s): _____Yes _____No

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

Signed: _____ Date to DBD: 10/13/11

Date Returned to DPM: _____

Memorandum

MIAMI-DADE COUNTY

Date: October 12th, 2011

To: Lester Sola, Director
Internal Services Department

From: John W. Renfrow, P.E., Director
Miami-Dade Water and Sewer Department

Subject: Request to Approve Emergency Purchase Order to Pure Technologies US, Inc. for PCCP Assessment Report on 48-inch and 60-inch Treated Water Main and 96-inch Raw Water Main

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Please find attached the completed justification package on the subject emergency request. Due to unusual and unexpected circumstances, this emergency project took longer to complete than would normally be expected. These circumstances include Pressure Pipe Inspection Company Inc., the original firm selected, being bought out and merged into a new company entitled Pure Technologies US, Inc., and this project being placed on temporary hold as the firm was assigned to perform other emergency assessments of Prestressed Concrete Cylinder Pipe infrastructure deemed even more critical than these sections of water mains.

Therefore, I am asking that you expedite this emergency request thru the approval process to allow the County to fulfill its payment obligations in a timely manner.

Should you have any questions, please direct them to Gregory Hicks, CPPB, at (786) 552-8049.

Attachments

Cc: Gregory Hicks
Frances Morris
Ralph Terrero
Miriam Singer

MIAMI-DADE COUNTY

SECTION #3
EMERGENCY PURCHASES

NOTE TO DEPARTMENTS: COMPLETE ITEMS MARKED WITH (▶)

▶ **REQUISITION#**RQWS1200002 **P.O. #:**_____ **BCC DATE:** _____

▶ **ACQUISITION DATE** (Date Order Is Placed):

▶ **TITLE:**	48-inch and 60-inch Treated Water Main and 96-inch Raw Water Main Condition Assessment Report utilizing Pipe Diver & Remote Field Transformer Coupling Technologies (RFTC)
▶ **DESCRIPTION:**	Perform internal inspection of 16.5 miles of 48-inch and 60-inch Treated Water Main from the Alexander Orr Water Treatment Plant located between S.W. 64th St.to S.W. 216 St. in Cutler Ridge, and 8 miles of 96-inch Raw Water Main located between the N.W. Well Field and N. Royal Poinciana Boulevard in Miami Springs serving the Hialeah and John Preston Water Treatment Plants, and provide analysis and a detailed report of the entire 24.5 miles of Prestressed Concrete Cylinder Pipe (PCCP) Water Mains.
▶ **PURPOSE:**	Performing the condition assessment is prudent due to the fact that the 24.5 miles of water main are made of the same PCCP material type and vintage that has experienced catastrophic failures in the system within the last year.

▶**Department(s):**	▶**Allocation(s):**
MDWASD	$ 1,634,810.00
*	$

▶ **TERM OF CONTRACT:**
☐ One ☐ Two ☐ Three ☐ Four ☐ Five *Year(s)
Months
☐ Contract Period From _____ to _____
X Upon Completion * From _____ to _____
☐ Upon Delivery * _____ Days A.R.O. (after Receipt of Order)

Special Conditions:
☒ Insurance Type 07
☐ Performance/Payment Bond
☐ Certificate of Competency
☐ Living Wage Applies

SBE Measures:	☒ None ☐ Set Aside ☐ SBE ☐ Micro Enterprise ☐ Bid Preference ☐ SBE ☐ Micro Enterprise ☐ Goal ☐ SBE ☐ Micro Enterprise	**Review Committee Date:** _____ **Item #:** _____

▶ **Number of Price Quotation(s): Requested:** 1 **Received:** _____

Awarded To Low Bidder: * X YES ☐ NO, If "NO", provide explanation in the Comments section

Vendor: **Pure Technologies US Inc.**	**Vendor:** _____

Contract Value: $1,634,810.00

Did Local Preference affect the outcome of the Award?	☐ YES ☒ NO, if "YES", provide detailed explanation in the "Comments" section

SECTION #3
EMERGENCY PURCHASES

UAP Included: ☒ YES ☐ NO	• Will CITT Funds be used? ☐ YES ☒ NO • Will Federal Funds be used? ☐ YES ☒ NO • If UAP is not included, **Attach written approval to waive UAP and provide an explanation in the "Comments" section**

▶ **Justification and Comments:**	During the past 18 months, the department has experienced many unforeseen and unanticipated pipe ruptures and breaks in large diameter water and wastewater force mains made of Prestressed Concrete Cylinder Pipe (PCCP). Water Production and Water Distribution Divisions are researching previous installations of their major mains to identify specific areas that may have the same PCCP type and vintage as that of the water and waste water force mains that have experienced catastrophic failures within the past 18 months. As such, it is critical that assessment reports of the current condition of the PCCP transmission mains be performed on infrastructure sections identified as either critical or that contain the identified vintage type pipe. The Assistant Director of Water and his staff had previously indentified 16.5 miles of treated water main that supplies drinking water to the residents in the southern portions of the County, and 8 miles of raw water main that supplies the Hialeah and Preston Water Treatment Plants, which treat the raw water and then supply drinking water to the residents in the northern sections of the county. Should either of these sections experience a rupture, the integrity of the entire drinking water system would be compromised to various degrees depending on the location and severity. This scenario could require multiple or possibly County wide boil water advisories and the potential of a chaotic sanitary health crisis would be imminent and potentially impact all 2.4 million County residents. Informed of this situation, WASD Director John Renfrow declared an emergency and instructed his staff to proceed with contacting the known global leader in water and wastewater pipeline condition assessment, Pure Technologies US, Inc., and request a detailed pricing proposal to provide an assessment report using Pipe Diver & Remote Field Transformer Coupling (RFTC) technologies for the entire 24.5 miles of critical water infrastructure PCCP mains. The proposal was signed on 2/02/11 and the NTP provided to Pure Technologies. The project began initially in February, but was then placed on temporary hold due to other PCCP pipe emergencies that became higher priority. Remote Field Transformer Coupling (RFTC) is a non-destructive type of pipeline condition assessment technology was first introduced in 1997. Later versions were incorporated with a new patented technology called Pipe Diver which produced the first free swimming RFTC live PCCP inspection tool in 2007. This free swimming tool can be inserted into a closed pipeline system and operated for up to 36 hours before requiring retrieval and recharging. The advantage that the RFTC technology has over conventional technologies that provide recorded video inspection results is that the RFTC transmits a signal that when combined with the patented software is able to detect and locate the number of damaged or broken prestressing wires located inside the PCCP. All of the results and information are presented in a full assessment report that provides summary of damaged segments of the pipe and also ranks them in priority levels according to quantitative number of broken prestressing wires.

Background/Need to Know:	Within the past year, the Department has experienced multiple catastrophic ruptures in PCCP water and wastewater force mains. This assessment report will reveal any significant areas of prestressing degradation that require immediate attention, allowing the department to avert another potential catastrophic rupture.
Potential Issues:	Being proactive and obtaining an immediate pipeline condition assessment will allow the department to plan and take appropriate action to avert another

catastrophic rupture which would compromise the integrity of the water distribution system.

▶

Signature(s):

Gregory D. Hicks, CPPB
Contact Person

10/11/11
Date

(786) 552-8049
Telephone

Department Director Approval

10-11-11
Date

Department of Procurement Management Use Only

Signatures(s):

Procurement Agent — Date

Procurement Supervisor — Date

Procurement Manager — Date

Division Director — Date

Vendor Assistance Section — Date

Agreement for

Condition Assessment Services

between the

Pure Technologies U.S. Inc.

and

Miami-Dade Water & Sewer Department

Using

PipeDiver &

Remote Field Transformer Coupling Technology

(U.S. Patent 6127823)

For the

48" & 60" Treated Water Mains

& the

96" Raw Water Main

PURE Agreement Number:
MDWSD-AGM-20101028

This Agreement is between the Pure Technologies U.S. Inc. (PURE) and Miami-Dade Water & Sewer Department (Client), to provide non-destructive testing and data analysis services for the Client.

PURE will supply all test equipment required to perform an internal inspection of portions of the prestressed concrete pipelines identified in the Scope of Work, using its patented Remote Field Transformer Coupling (RFTC) technology. The purpose of the inspection is to identify, localize, and quantify the presence of broken prestressing wires in individual segments of pipe along the pipeline. PURE shall supply trained technicians as required to operate the RFTC equipment, perform the inspection, analyze the data, and provide a written report as outlined in the Scope of Work.

1. Scope of Work

1.1. Services – PURE shall collect RFTC data along 48" treated water main from Alexander Orr Water Treatment Plant (AOWTP) between 64th Street and 216th Street; the 60" treated water main from AOWTP between SW 92nd Avenue and SW 64th Street and continuing through the 48"; and the 96" Raw Water Main from Station 314+10 at the Northwest Well Field and Station 59+00 on Royal Poinciana Blvd. The total distance to be inspected is approximately 24.5 miles. PURE shall perform a comprehensive review and analysis of the data, and provide a detailed report of the findings to the Client.

1.2. PURE Responsibilities – PURE shall be responsible for:

- Reviewing all of the information provided by the Client regarding the section(s) of pipeline to be inspected.
- Expediting all equipment and crew to deliver this service.
- Providing all RFTC data collection equipment, tools, and trained technicians as necessary to operate the equipment.
- Collecting RFTC data for the identified section(s) of pipeline.
- Performing a comprehensive review and analysis of the data.
- Determine repair priority by performing a preliminary risk analysis for each distressed pipe with a specific design and cover height. The risk curves will be presented in terms of pressures that produce different limit states for varying effective numbers of broken wires, accounting for uncertainties and expected rate of progression of broken wires based on data that is not site specific
- Delivering written Draft and Final Reports that detail the results of the inspection and analysis as defined in the deliverables.

1.3. Client Responsibilities – The Client shall be responsible for:

- Providing information about the pipeline to PURE at least two (2) weeks prior to the inspection date including, but not necessarily limited to, plan and profile

drawings, lay sheets, shop drawings, manufacturing details, and details of access structures, air valves, blowoffs, and main line valves.

- Obtaining any required legal-right-of entry on the property at no cost to PURE.
- Providing support personnel during the inspection for locating the access man ways, traffic control, and other support as necessary.
- A complete drawing review of the pipeline will be performed by PURE prior to the inspection to identify any areas of concern. If the drawings do not accurately reflect the pipeline's in-situ condition and obstacles are encountered that the tool can not negotiate, the client and PURE shall work co-operatively to remove the tool from the pipeline. Any costs incurred in such efforts shall be limited to the respective domain of the Client and PURE.
- Removing flanges at man way to provide access into the pipeline and maintaining safe access to the man way location throughout the inspection.
- Rendering access locations safe for manned entry, including removing the pipeline from service as necessary; vector and rodent control; ventilation and monitoring of air quality at specified access locations if necessary; and meeting the requirements of federal and local government authorities.
- Providing all supplies for disinfecting equipment and/or personnel that will enter the pipeline as required by the Client and/or local codes and ordinances.
- Providing a lifting device capable of lifting at least 500 lbs to lower the PipeDiver equipment into and raise the equipment out of the pipeline if necessary.

1.4. Time and Availability – PURE shall make staff available as necessary to meet the schedule defined in the project plan. During the field data collection period, the PURE crew shall work up to five, 10 hour working shifts.

1.5. Reports:

1.5.1. Draft Report - The Draft Report shall be delivered six (6) weeks after the inspection.. The draft Report shall describe the RFTC technology and its limitations, discuss the project in general terms, identify the segments of pipe within the pipeline that have broken prestressing wires, and rank these segments in quantitative estimates of broken prestressing wires in each pipe segment. The Draft Report will be delivered in electronic format for the Client to review for up to five (5) business days and provide comments to the PURE Project Manager for inclusion into the Final Report. After five (5) business days the Draft Report will be made Final, with or without any comments provided by the Client.

1.5.2. Final Report - The Final Report will be delivered in both electronic and hard copy formats (15 copies of each), and if adequate survey coordinates of the structures and pipeline are available or can be obtained during the inspection, it will include an electronic map of the section of pipeline inspected.

Terms

1.6. The terms and prices listed in this Agreement will be honored for 90 days from the date shown in the PURE Agreement Number on the cover page, after which time the

terms and prices are subject to change if the Agreement has not been signed by then. This Agreement shall become effective when both parties have signed and shall then remain in effect until all tasks have been completed, or is terminated by either party.

2. Compensation and Payment

2.1. Compensation – The cost to **Client** for PURE to perform the services described herein is estimated to be **$1,634,810** net of all applicable taxes and is derived from the following amounts:

Pipeline	Miles	Cost
48″	9.5	$593,960.00
60″ & 48″	7	$490,850.00
96″	8	$550,000.00
Total	24.5	$1,634,810.00

2.2. This cost assumes that the 48″, 60″ and 96″ pipelines will be assessed in up to three mobilizations.

2.3. Payment Schedule

2.3.1. Inspection – Invoicing for the inspection portion will follow field activities for each pipeline. Of the amount listed in Section 2.1

2.3.1.1. $356,376 shall be invoiced upon completion of the field data collection of the 48″ pipeline.

2.3.1.2. $294,910 shall be invoiced upon completion of the field data collection of the 60″/48″ pipeline.

2.3.1.3. $330,000 shall be invoiced upon completion of the field data collection of the 96″ pipeline.

2.3.2. Report – the remaining amount listed in Section 2.1 shall be invoiced upon delivery of the results for each pipeline inspection and an electronic copy of the Draft Report for all pipelines described in Section 1.5. Of the amount listed in Section 2.1

2.3.2.1. $118,792 shall be invoiced upon delivery of the results table for the 48″ pipeline.

2.3.2.2. $98,170 shall be invoiced upon delivery of the results table for the 60″/48″ pipeline.

2.3.2.3. $110,000 shall be invoiced upon delivery of the results table for the 96" pipeline.

2.3.2.4. $326,962 shall be invoiced for delivery of the Draft Report for all pipelines as described in Section 1.5

3. Schedule

3.1. Inspection – The tentative start date for the inspections of these pipelines is tentatively **November 2, 2010** but will be finalized in coordination with the Client.

3.2. Report – The tentative date for delivery of the Draft Report is on or before 6 weeks after completion of the final inspection.

These dates will be confirmed upon execution of the Agreement.

4. Confidential Information

4.1. Definition – "Confidential Information" is any information not generally known and proprietary to a company including, but not limited to, information concerning any patents or trade secrets, confidential or secret designs, processes, plans, research and development, proprietary software, analysis, techniques, materials or designs directly or indirectly useful in the business described in this Agreement.

4.2. Obligation of Confidentiality – In order for PURE to perform the services herein may be necessary for the Client to provide confidential information regarding its facilities to PURE. PURE agrees to use this information for the project described herein exclusively, and shall not share any of this information with any other party without the written consent of the Client. In addition, PURE may provide confidential information regarding its technologies to the Client during the course of the work described herein. The Client agrees to use this information for their own knowledge exclusively and shall not share any of this information with any other party without the written consent of PURE.

5. Special Conditions

5.1. Independent Contractor – PURE is an independent contractor and is not an employee, partner, or any other service relationship with the Client. As an independent contractor, PURE has the authority to control and direct the performance of the details of the work described herein, however, the results of the work must meet the approval of the Client.

5.2. Intellectual Property – To perform the work described herein, PURE will use specialized equipment to collect data from the Client's pipeline, and proprietary software to analyze these data. All data will be the sole property of PURE upon completion of the work.

5.3. RFTC technology was developed to locate broken prestressing wires in prestressed concrete pipe. Accuracy of the estimated wire break numbers that will be presented in the final report are dependant on a number of factors including, but not

necessarily limited to:

- The accuracy and completeness of the information supplied to PURE by the Client regarding the pipeline being inspected.
- The type of pipe being inspected.
- The condition of the pipeline during the inspection which can affect the overall data quality.
- Available, relative calibration information.
- The complexity, location, and number of individual wire break regions found on each pipe segment.

The estimated wire break numbers that will be provided in the reports will assume a region of consecutive wire breaks exist for each break region. It is possible that some of the break regions may contain intermittent or scattered breaks instead of consecutive breaks, in which case the estimated wire break numbers presented for those regions will be overestimated, particularly for embedded cylinder pipes without shorting straps. In this pipe type, there is an increased difficulty in distinguishing the existence of good wires between broken wires. Field validations using electrical continuity measurements can be performed on distressed pipe sections to validate the assumptions on ECP without shorting straps.

To date, the RFTC technology has concentrated on detecting wire breaks in PCCP with steel cylinder thickness of 16 and 14 gauge as that is the predominant cylinder thickness for this pipe type. Limited testing conducted by PURE have found that the technology can be effective on pipe with cylinders thicker than 14 gauge, however, there is a greater level of uncertainty in the analysis results for these pipes. During the inspection PURE will collect data for all pipe in the subject pipeline however, our ability to analyze data and/or the accuracy of any results provided for pipes where the cylinders are thicker than 14 gauge can not be determined until the data has been thoroughly reviewed.

In any event, PURE will work with the Client to apply any and all obtained information to the data, and strive to provide the Client with the most accurate wire break estimates possible at that time.

5.4. PipeDiver Inspection Tool Requirements

A complete drawing review of the pipeline will be performed by PURE prior to the inspection to identify any areas of concern. The inspection plan that will be proposed will assume that the drawings provided by the Client are accurate.

If the drawings do not accurately reflect the pipeline's in-situ condition and obstacles are encountered that the tool can not negotiate, the client and PURE shall work co-operatively to remove the tool from the pipeline. Any costs incurred in such efforts shall be limited to the respective domain of the Client and PURE.

5.5. Opinion of Structural Condition

PURE provides PURE has over a decade of experience in the condition assessment of pipelines using advanced technologies and data interpretation methods. These technologies and methods will be used diligently and carefully by PURE to identify areas of distress within pipelines. Client acknowledges that these technologies and methods are continuously advancing within PURE and that any information provided is based on the latest available information, technologies and data interpretation methods during the time of the inspection. Services and data provided are believed to be accurate and reliable, but are made without guarantee or warranty, expressed or implied.

6. Execution and Termination

6.1. Execution – This Agreement must be executed immediately (typically two weeks prior to the inspection date – waived due to emergency requirements). Any significant delays in executing the agreement will result in the added charges to be applied to cover the increased mobilization and scheduling costs.

6.2. Termination – The Client may at any time, by written notice, terminate this Agreement with PURE. The Client shall remain liable for and shall pay PURE for all services rendered up to the date of termination, including personnel and equipment rescheduling (see section 3.2). If payment of invoices by the Client is not maintained current, PURE may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold PURE harmless from any claim or liability resulting from such suspension.

6.3. Termination Penalties – If the Client terminates this Agreement after execution of the agreed inspection date, resulting in incurred costs or lost opportunities for PURE, a late termination penalty of 10% of the Agreement value shall be invoiced to the Client.

7. Post Project Support

7.1. PURE will provide support and answer questions regarding the inspection and Final Report for up to 30 days from the date that the Final Report is delivered, at no additional cost. Support will continue to be available after the 30 day period, however, a fee of $110 per hour plus expenses may apply depending on the level of support required.

8. General Provisions

8.1. Agreement – These General Provisions and this Agreement constitute the full and complete Agreement of the parties and may be amended, added to, superseded, or waived only if both parties specifically define in writing an official amendment of this Agreement.

8.2. Right of Entry – When entry to property is required by the work, the Client agrees to obtain any required legal-right-of entry on the property at no cost to PURE.

8.3. Documents – All notes, test data, calculations, and other information generated by PURE are instruments of PURE's service that shall remain PURE's property. The Client agrees not to use PURE generated documents for external use without PURE's express written permission.

Any reuse or disbursement to third parties without such express written permission or project-specific adaptation by PURE will be at the Client's sole risk and without liability to PURE or its subsidiaries, independent professional associates, sub consultants, and subcontractors. Accordingly, Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless PURE from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or disbursement.

8.4. Confined Space Entry – The scope of PURE's services for this Agreement may require entry into confined spaces. The Client shall be responsible for rendering these areas safe for the services included in this Agreement, including locking and tagging pumps, valves and motors; de-watering areas to permit movement of persons and equipment; vector and rodent control; ventilation and monitoring of air quality; preparing entry permits; providing personnel and equipment for communication and recovery; and meeting the requirements of federal and local government authorities.

8.5. Standard of Care – PURE and its subsidiaries, independent professional associates, sub-consultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by engineers, scientists, and other professionals providing similar services. Client agrees that services provided will be rendered without any warranty, express or implied.

8.6. Changes or Delays – Unless the Agreement provides otherwise, the proposed fees constitute PURE's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and agreed upon by all parties and an equitable adjustment shall be made, prior to the work being done.

Costs and schedule commitments shall be subjected to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information, or if PURE's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption of any other cause beyond the reasonable control of PURE. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in this Agreement.

8.7. Liability – PURE will furnish appropriate insurance certificates for general and professional liability upon request. The Client agrees that PURE's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the Project or this Contract from any cause or causes, including, but not limited to, PURE's inaccuracy

in assessing pipeline structural condition; PURE's negligence, errors, omissions, strict liability, or breach of contract shall not exceed the total amount recoverable from such insurance.

8.8. Conflicts of Interest – This assignment may involve parties with adverse interests to clients with whom PURE has current or past relationships. It is PURE's policy to make reasonable attempts to identify such relationships prior to acceptance of a professional assignment, but PURE cannot assure that conflicts or perceived conflicts will not arise, and PURE does not accept responsibility for such occurrences.

8.9. Indemnification – PURE shall, subject to the limitation of liability contained in Section 8.7, indemnify the Client for any loss or damage solely caused by the professional negligence of PURE in performance of the services under this Agreement.

8.10. Miscellaneous

Precedence: These General Provisions shall take precedence over inconsistency or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.

Governing Law: For work performed in Canada, the laws of the Province of Ontario shall govern the validity and interpretation of this Agreement.

Invalid Terms: If any of these General Provisions shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The parties agree to reform the contract between them to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

PURE Reliance: Unless otherwise specifically indicated in writing, PURE shall be entitled to rely, without liability, on the accuracy and completeness of information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Certifications: PURE shall not be required to sign any documents, no matter by whom requested, that would result in PURE's having to certify, guarantee, or warrant the existence of conditions that PURE cannot ascertain.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or PURE. PURE's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against PURE because of this Agreement or PURE's performance of services herein.

9. Signatures

This Agreement will become effective when both parties have signed.

M Higgins

Mike Higgins,
Vice-President

Ralph Terrero,
Assistant Director of Water

Date

2/2/11

Date

Pure Technologies U.S. Inc.
8920 State Route 108, Suite B
Columbia, MD 21045

Miami-Dade Water & Sewer Department
3071 SW 38th Avenue
Miami, Florida 33146

Prepared by:

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