

PURCHASE ORDER ACKNOWLEDGMENT
AGREEMENT
(for Gases)

This Purchase Order Acknowledgment Agreement ("Agreement") dated 9-1-2015 between Supplier and Customer relates to Customer's proposed purchase agreement ("PO") under which Supplier would provide certain product and/or equipment, work and services for Customer. A copy of the PO is attached as Exhibit A. Supplier accepts the PO on the condition that Customer agrees by signing below to modify the PO as follows:

- a) The terms stated in Section A below ARE MADE part of the PO;
- b) Terms referred to in Section B below ARE REMOVED FROM the PO;
- c) Any other PO terms (whether or not mentioned here) that conflict with Section A terms ARE ALSO REMOVED.

SECTION A. The following are made part of the PO:

A.1. Warning Concerning Hazardous Nature of Products and Training Obligations. Customer acknowledges: a) that the Products are hazardous and must be handled accordingly; b) the Products are classified by the U. S. Occupational Safety and Health Administration ("OSHA") as hazardous chemicals, and that there are hazards associated with the possession and use of the Products, and that Customer must take proper account of those hazards and deal with them appropriately; c) it will warn all persons who may be exposed to any hazards relating to any of the Products and equipment and shall train them in the proper use of the Products and equipment; d) that Supplier has supplied Customer with all relevant Material Safety Data Sheets ("MSDSs") relating to the Products, and that more MSDSs are available from Supplier on request; e) that OSHA regulations require Customer to develop and implement a written chemical hazard communications program for its employees regarding all hazardous chemical Products; f) the Products must not be used without consulting the MSDSs, and Customer will ensure that all employees, customers and others who may be exposed to the Products receive and refer to the MSDSs; and g) Customer assumes all risk and liability arising out of the presence, production, storage, delivery or use of the Products after delivery thereof to Customer pursuant to this Agreement.

A.2. Product Storage/Use And Cylinders. Supplier will, at its expense, maintain any cylinders, vessels or other equipment that it provides to Customer, and Customer will keep the equipment and cylinders lien-free, pay for any damage and loss at full replacement value unless caused by Supplier's sole negligence, and otherwise abide by Supplier's standard terms and conditions relating to the cylinders and equipment. Customer will not fill or have others fill Supplier's equipment or cylinders.

A.3. Warranties. Supplier warrants that gas Products manufactured by Supplier, except for carbon dioxide Products, will comply with Compressed Gas Association (CGA) guidelines. Supplier warrants that carbon dioxide Products manufactured by Supplier will comply with Supplier's standard specification for the grade of liquid carbon dioxide Product selected in Section A.8. Any other Products manufactured by Supplier will conform to Supplier's standard specifications. Supplier makes no warranty with respect to Products manufactured by others, but will, on request, to the extent permitted, pass on to Customer any applicable manufacturer's warranty. SUPPLIER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

~~**A.4. Damage Limitations.** SUPPLIER SHALL NOT BE LIABLE TO CUSTOMER FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. SUPPLIER'S SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM PRODUCTS MANUFACTURED BY SUPPLIER OR SUPPLIER'S FAILURE TO DELIVER SUCH PRODUCTS, INSTALLATION OR MAINTENANCE OF EQUIPMENT OR EQUIPMENT MANUFACTURED BY SUPPLIER, OR SERVICES PROVIDED BY SUPPLIER SHALL BE LIMITED TO, AT SUPPLIER'S OPTION, THE REFUND OF THE PURCHASE PRICE OR REPLACEMENT OF THE PRODUCT OR SERVICE IN QUESTION. CUSTOMER MUST NOTIFY SUPPLIER OF ANY CLAIM WITHIN FIFTEEN DAYS OF THE EVENT GIVING RISE TO SUCH CLAIM OR SUCH CLAIM IS WAIVED. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR DAMAGES IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE, AND SHALL APPLY EVEN WHERE SUCH DAMAGES ARE CAUSED IN WHOLE OR IN PART, BY THE NEGLIGENCE, GROSS NEGLIGENCE OR ACTS AND OMISSIONS OF THE PARTY CLAIMING DAMAGES OR THE PARTY FROM WHOM DAMAGES ARE SOUGHT. AS USED IN THIS SECTION, THE TERM "CUSTOMER" AND "SUPPLIER" SHALL INCLUDE NOT ONLY THE PARTY TO THIS AGREEMENT BUT ALSO ALL OF ITS AFFILIATES. THE PROVISIONS GOVERNING DAMAGE LIMITATIONS AND INDEMNITY SET FORTH IN THIS AGREEMENT SHALL SURVIVE EXPIRATION, TERMINATION, OR CANCELLATION OF THIS AGREEMENT.~~

~~**A.5. Indemnity And Insurance.** If there is any injury (including death), loss or damage to the person or property of any third party (including employees of either party), then, subject to any limitations set forth in this Agreement, each party agrees to indemnify the other party to the extent of the indemnifying party's negligence. Supplier has no obligation to insure Customer or its employees (or other Customer-related parties) or to provide a waiver of subrogation under Supplier's insurance.~~

A.6. Additional Standard Terms And Conditions. Supplier: a) will not be obligated to deliver Product in excess of one hundred and twenty percent of the lesser of Customer's average monthly purchases of each Product during the prior three months or the estimated volumes (if any) set forth in A.9.; b) may reduce and apportion deliveries if there is insufficient Product from the normal supply source for any reason, and may charge extra for Product from non-normal sources; c) will not be liable for failure to perform for reasons beyond its reasonable control; d) may increase prices (including facility fees) on thirty days written notice except if and as limited or otherwise provided by Section A.9. below; and e) may collect Supplier's scheduled applicable non-price charges, including Hazardous Materials ("Hazmat") Charge for the handling of hazardous materials and for compliance with laws and regulations concerning hazardous materials, Medical Charge for the handling of medical Products and for compliance with laws and regulations concerning medical Products, delivery charge, and other special non-price charges (including temporary emergency, plant outage, fuel and energy surcharges) that Supplier may assess. These non-price charges may be amended and others may be added at Supplier's discretion. The total amount due from the customer may include various itemized charges, including: charges for the handling of hazardous materials and for compliance with laws and regulations concerning hazardous materials; charges for handling, delivery, and shipping; and/or charges for energy or fuel. None of the charges represent a tax or fee paid to or imposed by any governmental authority, and all of the charges are retained by the Supplier.

Customer will: a) provide a site, site access, and site utilities, services, and permits, and receive site equipment, on Supplier's standard terms; b) pay Supplier's standard cylinder rates except if and as limited in Section A.9. and; c) buy its total requirements of the covered Products from Supplier; d) pay all charges, including all applicable taxes, within thirty days of invoice date, and pay one and one-half percent per month (or, if less, the maximum permitted by law) on any delinquent balance; e) give reasonable advance notice of orders and allow deliveries twenty-four hours, seven days a week; and f) Customer may not terminate this Agreement for convenience.

A.7. Miscellaneous. a) Customer represents that Customer is contractually free to enter into this Agreement and to perform hereunder and shall indemnify and defend Supplier against all damages Supplier may suffer if Customer's representation is not correct. b) The laws of the state of Customer's Mailing Address shall govern this Agreement. The invalidity or unenforceability of any provision of this Agreement under the laws of any state in which this Agreement is in effect shall not affect the validity or enforceability of any other provision of this Agreement. c) Customer may not assign this Agreement, or resell Products, without Seller written consent. d) This Agreement including the PO (as modified hereby) constitutes the parties' entire agreement. e) This Agreement may be cancelled by Supplier's corporate headquarters within thirty days after signing by both parties. f) The term of the PO, and applicable Products and equipment prices, are as indicated on the face of the PO unless otherwise indicated in A.9. g) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No provision of any Customer purchase order or other Customer document shall alter or add to this Agreement. Any modifications of this Agreement must be in writing, signed by both parties and dated. The parties expressly agree that terms and conditions of this Agreement may not be modified, supplemented, or amended by electronic means. h) While general information regarding this Agreement and the transactions contemplated herein may be exchanged by the parties electronically, the parties expressly agree not to conduct the transactions contemplated by this Agreement by electronic means except for notices as set forth herein. All notices shall be in writing. All notices, other than termination or cancellation notices, may be sent by prepaid mail, facsimile or e-mail. If notices are sent by mail, the notices shall be sent to the Mailing Address for the party set forth on page one or any substitute Mailing Address the party may provide to the other by notice hereunder. Notice shall be considered to be given on the date it is sent by prepaid mail or, if otherwise delivered, on the date of delivery. Notice of termination or cancellation must be sent certified mail, return receipt requested, to the Mailing Address of the receiving party; and i) The titles, captions and heading used in this Agreement and the PO are for convenience and shall not be used for construction or interpretation.

A.8. Liquid Carbon Dioxide and Dry Ice Provisions. a) If this Agreement pertains to liquid carbon dioxide Products, Supplier will provide the product grade checked below, as per Supplier's standard specifications. If none or more than one are checked, the Basic specification will apply:

<input type="checkbox"/> Basic	<input type="checkbox"/> Industrial	<input type="checkbox"/> Food	<input type="checkbox"/> Specialty	<input checked="" type="checkbox"/> Beverage	<input type="checkbox"/> USP
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b) If this Agreement pertains to Dry Ice Products the following shall also apply: i) All Products shall be delivered F.O.B. Supplier's supply source (or, if requested by Customer and acceptable to Supplier, by delivery vehicle to the Facility). Title and risk of loss shall pass to Customer upon delivery. ii) Customer shall monitor Product levels and give Supplier reasonable, advance notice when ordering Product. Customer may, at the option of Supplier, be subject to a minimum delivery and/or a Transport Container ("Box") cleaning charge. Customer shall allow Supplier to make deliveries by vehicle twenty four hours a day, seven days a week. Customer pick-ups, as applicable, may be made during Supplier's normal weekday business hours at times designated by Supplier. Customer shall promptly return to Supplier all Supplier provided dry ice Boxes. Supplier shall have the right to charge Customer a daily charge per Box. Customer shall compensate Supplier for all loss or damage to Boxes.

A.9. Other. (Add any other applicable item - type in below or attach)

Supply of bulk Liquid Carbon Dioxide to Lee County Southwest Florida. Project No: B-150289.

Estimated Annual Volume Requirement is 1,172 Tons. Product Price for Carbon Dioxide is \$180.50 per ton.

Deliveries are to be made to:

Corkscrew Water Plant 16101 Alico Road Fort Myers, FL 33913

North RO Water 18250 Durrance Road N. Fort Myers, FL 33917

SECTION B. The following terms of the Customer's PO, along with any other terms of the Customer's PO that conflict with Section A above, are hereby REMOVED from the PO (type in below or attach):

(AN AUTHORIZED SIGNATURE IS REQUIRED FROM BOTH SUPPLIER AND CUSTOMER)

LEE COUNTY BOCC
Lee County Southwest Florida

Customer

By:

Name/Title:

Date:

LINDA DOGGETT
CLERK OF CIRCUIT COURT

DEPUTY CLERK

AIR LIQUIDE INDUSTRIAL U.S. LP

Supplier

By:

Mike Vandergriff / Region Manager

Name/Title:

Date:

Amy Waszczak, National Municipal Business Coordinator

Submitted for Supplier by



Amendment Number 1 to the Purchase Order Acknowledgment Agreement between Lee County Board of Commissioners and Air Liquide Industrial U.S. LP for the supply of liquid carbon dioxide under Project B-150289. The Purchase Order Acknowledgment Agreement is amended as follows:

Delete Section A.4 Damage Limitations, and replace with the following language:

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. SUPPLIER'S SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM PRODUCTS MANUFACTURED BY SUPPLIER OR SUPPLIER'S FAILURE TO DELIVER SUCH PRODUCTS, INSTALLATION OR MAINTENANCE OF EQUIPMENT OR EQUIPMENT MANUFACTURED BY SUPPLIER, OR SERVICES PROVIDED BY SUPPLIER SHALL BE LIMITED TO, AT SUPPLIER'S OPTION, THE REFUND OF THE PURCHASE PRICE OR REPLACEMENT OF THE PRODUCT IN QUESTION, EXCEPT THAT SUPPLIER WILL BE LIABLE TO CUSTOMER FOR DIRECT PHYSICAL DAMAGE TO THE PROPERTY OF CUSTOMER, IF CAUSED BY THE NEGLIGENCE OF SUPPLIER. SUPPLIER SHALL HAVE NO LIABILITY FOR ANY DAMAGES RESULTING FROM PRODUCTS NOT MANUFACTURED BY SUPPLIER AND CUSTOMER'S SOLE REMEDY SHALL BE AGAINST THE MANUFACTURER AND SHALL BE LIMITED TO THE REMEDIES CONTAINED IN THE MANUFACTURER'S WARRANTY. CUSTOMER MUST NOTIFY SUPPLIER OF ANY CLAIM RELATING TO ANY PRODUCT WITHIN 30 DAYS OF THE EVENT GIVING RISE TO SUCH CLAIM OR SUCH CLAIM IS WAIVED. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR DAMAGES IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE, AND SHALL APPLY EVEN WHERE SUCH DAMAGES ARE CAUSED IN WHOLE OR IN PART, BY THE NEGLIGENCE, GROSS NEGLIGENCE OR ACTS AND OMISSIONS OF THE PARTY CLAIMING DAMAGES OR THE PARTY FROM WHOM DAMAGES ARE SOUGHT. AS USED IN THIS SECTION, THE TERM "CUSTOMER" AND "SUPPLIER" SHALL INCLUDE NOT ONLY THE PARTY TO THIS AGREEMENT BUT ALSO ALL OF ITS AFFILIATES. THE PROVISIONS GOVERNING DAMAGE LIMITATIONS AND INDEMNITY SET FORTH IN THIS AGREEMENT SHALL SURVIVE EXPIRATION, TERMINATION, OR CANCELLATION OF THIS AGREEMENT.

Delete Section A.5 Indemnity and Insurance and replace with the following language:

Supplier agrees to defend, indemnify and hold harmless Customer, its successors and assigns, and their agents, servants, and employees from and against any and all claims, demands, damages, actions or causes of action at law or in equity, asserted by third parties for bodily injuries, death or physical property damage, to the extent caused by Provider's negligent acts or omissions or willful misconduct.

To the extent permitted by Section 762.28, Florida Statutes, Customer agrees to defend supplier agrees to defend, indemnify and hold harmless Supplier, its successors and assigns, and their agents, servants, and employees from and against any and all claims, demands, damages, actions or causes of action at law or in equity, asserted by third parties for bodily injuries, death or physical property damage, to the extent caused by Customer's negligent acts or omissions or willful misconduct.

Lee County Board of Commissioners

Customer

By: 

Name/Title: CHAIR

Date: 9/1/15

LINDA DOGGETT
CLERK OF CIRCUIT COURT

DEPUTY CLERK

Air Liquide Industrial U.S. LP

Supplier

By: 

Mike Vandergriff / Region Manager

Name/Title:

Date: 9/01/15



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 1000 MAIN STREET SUITE 3000 HOUSTON, TX 77002 014166-STAND-GAW-15/16	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED AMERICAN AIR LIQUIDE INC. AIR LIQUIDE USA LLC 2700 POST OAK BLVD, SUITE 325 HOUSTON, TX 77056	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Zurich American Insurance Company		16535
	INSURER B : American Zurich Insurance Company		40142
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** HOU-002697274-01 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO 9486556-04	06/01/2015	06/01/2016	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
							MED EXP (Any one person)	\$ 1,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 6,000,000
							PRODUCTS - COMP/OP AGG	\$ 6,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP 9486555-04	06/01/2015	06/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC 9486557-04 (AOS) WC 9486559-04 (WI)	06/01/2015 06/01/2015	06/01/2016 06/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract Date: September 13, 2015, Nature of Contract: Delivery of 100 Tons per month of Carbon Dioxide, Location of Premises: Lee County - Fort Myers, FL

CERTIFICATE HOLDER

Lee County Board of County Commissioners
PO Box 398
Fort Myers, FL 33902

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

David R. Hirshorn

AGENCY CUSTOMER ID: 014166

LOC #: Houston



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED AMERICAN AIR LIQUIDE INC. AIR LIQUIDE USA LLC 2700 POST OAK BLVD, SUITE 325 HOUSTON, TX 77056
POLICY NUMBER		
CARRIER	NAIC CODE	
		EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

NAMED INSUREDS ON THE ABOVE REFERENCED POLICIES INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING COMPANIES:

American Air Liquide Inc.
American Air Liquide Holdings, Inc.
Air Liquide Helium America, Inc.
Air Liquide Advanced Technologies U.S. LLC
Air Liquide America L.P.
AL America Holdings, Inc.
Air Liquide USA LLC
Air Liquide Industrial U.S. LP
Air Liquide Large Industries U.S. LP
Air Liquide Electronics U.S. LP
Air Liquide Healthcare America Corporation
Air Liquide Global E&C Solutions US Inc.
Air Liquide Technical Services LLC
Lurgi, Inc.
Air Liquide America Specialty Gases LLC
Air Liquide Global E&C Solutions Mexico LLC
Air Liquide Holdings LLC
Air Liquide LLC
Progressive Resources, Inc.
Well-Gen Services, LLC
Plains Nitrogen, LLC
Air Liquide Advanced Materials Inc.
Air Liquide Advanced Materials LLC

CONTRACT REVIEW CHECKLIST**CONTRACT TYPE:** PURCHASE ORDER ACKNOWLEDGEMENT AGREEMENT**SUBJECT:** Project known as: **B-150385 Annual Purchase of Carbon Dioxide**
between Lee County and **Air Liquide Industrial U.S. LP****Reference:** Department Director approval:
County Administrator approval:**RUSH**

Reference: Board action approving contract/agreement

Sept 1, 2015 Agenda Item No. 18

The subject contract is forwarded herewith for review and/or endorsements:

(1) By the Director of _____

Project Sponsoring Department

☐ Recommending execution

☐ Not recommending execution for the following reason(s)

Date received _____ Date returned/forwarded _____

Signed _____

2015 SEP 18 AM 11:28

RECEIVED BY

LEE CO. ATTORNEY

(2) By Procurement Management

☒ Recommending execution

☐ Not recommending execution for the following reason(s)

Date received 9-16-15 Date returned/forwarded _____Signed Amy Hochstadt

(3) By the Risk Management

☒ Recommending execution

☐ Not recommending execution for the following reason(s)

Date received Sept 17, 15 Date returned/forwarded Sept 17, 15

Signed _____

RUSH

(4) By the County Attorney

☒ Recommending execution

☐ Not recommending execution for the following reason(s)

Date received 9-18-15 Date returned/forwarded 9-18-15Signed [Signature]

(5) DEPARTMENT DIRECTOR, COUNTY MANAGER, BOARD

(6) Clerks Office, Minutes Department

(7) PROCUREMENT MGMT.

2015 SEP 18 PM 4:28

RECEIVED

MINUTES OFFICE