

DRAGADOS USA

PURCHASE ORDER

Date: 15-May-09

Dragados USA
 10368 W. SR 84
 Suite 201
 Davie, FL 33324
 Phone: 954-668-2015
 Fax: 954-476-5624

Job: I-595 Corridor Expansion
 Purchase Order:

VENDOR

Name:
 Address:

Attn:
 Phone:

BILL TO

Name: Dragados USA
 10368 W. SR 84
 Suite 201
 Davie, FL 33324
 Phone: 954-668-2015 Fax: 954-668-2014

TRANSPORT TO:

Dragados USA
 Davie, FL 33324
 Various delivery points on I-595
 as directed by Dragados

SAMPLE

ITEM #	DESCRIPTION	COST CODE	QTY	UM	UNIT PRICE	TOTAL
1						0.00
2						0.00
3						0.00
4						0.00
5						0.00
6						0.00
7						0.00
8						0.00
9						0.00
10						0.00

Additional Notes:

- 1 Shipping and deliveries will be coordinated with the Project Manager after approval and release by the Project Manager per the delivery schedule
- 2 All deliveries require 48-hr advance notice to insure delivery can be accepted.
- 3 All items to be clearly labeled and marked and reference this PO number on them.
- 4 Purchase Order is contingent upon material being consistent with the Terms herein and all referenced documents as amended or modified.
- 5 This Purchase Order is subject to State and/or Local Sales/Use tax. All invoices shall show tax as a separate item.
- 6 Materials: as per required in the FDOT Standard Specifications for Road and Bridge Construction Section 6, producers must submit, prior to on-site supply, the pertinent material certification according to Department's Qualified Product List (QPL).
- 7 Submittals :
 For shop drawings that include larger than 11x17 size drawings, provide 12 original hard copies.
 For shop drawings smaller than 11x17 provide two original hard copies and 4 cds of a .pdf copy of the original package.
- 8 Provide a Certificate of Insurance sent directly by the insurance Agent via fax, e-mail, or regular mail. The Insurance Certificate must name the following four entities as additional insured on a primary and non-contributory basis:
Dragados USA, Inc.
ACS Infrastructure Development, Inc.
I-595 Express, LLC
Florida Department of Transportation

This Purchase Order supersedes all other previous Purchase Orders regarding the subject of this Purchase Order.
 This Purchase Order is also subject to Terms & Conditions on next 2 pages hereof.

Dragados USA, Inc.

Vendor

Rafael Molina

Fernando Arranz Ruiz

By: _____ By: _____

By: _____

Title: Project Manager Title: Executive Vice President

Title: _____

Date: _____ Date: _____

Date: _____

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Except as otherwise provided on the face hereof, the following terms & conditions are applicable to this P.O. & to any P.O. issued by Vendor for this Project. Vendor will defend & hold Purchaser harmless for all damages, costs & expenses arising from any failure to incorporate said terms & conditions.

1. Acceptance: This P.O. constitutes the entire agreement between the parties. Any reference to Vendor's quotation shall be deemed for identification purposes only & shall not be deemed as an acceptance of Vendor's terms & conditions. This P.O. shall become a binding on the terms stated herein when it is accepted either by acknowledgment by Purchaser or performance by Vendor. If Vendor delivers goods or renders services without signing & returning this P.O., such act shall be considered as an acceptance consisting of all the terms of this P.O. & no other terms. Purchaser shall not be bound by any provision or alteration which may appear on Vendor's quotation, purchase order or acknowledgement, whether printed or otherwise, that is at variance with or adds to the terms & conditions of this P.O. unless accepted in writing by Purchaser. This P.O. contains the complete agreement between Purchaser & Vendor, supersedes any prior agreements, which are merged herein. This P.O. cannot be waived, modified or terminated orally. No course of prior dealings between the parties & no usage of the trade shall be relevant to supplement or explain any term. Acceptance or acquiescence in a course of performance rendered under this P.O. shall not be relevant to determine the meaning of this P.O. even though the accepting or acquiescing party has knowledge of the nature of the performance & opportunity for objection. Purchaser's Prime Contract with the Owner of the Project, & the plans, specifications & conditions thereto, are made a part of this P.O. Vendor may inspect & copy the Prime Contract, at its own expense, at the offices of Purchaser or may purchase a copy from Owner. Vendor assumes toward Purchaser all the obligations & responsibilities applicable to its work & materials that Purchaser assumes toward Owner.

2. Packing, Marking & Shipping: All material shall be suitably packed, marked & shipped in accordance with the requirements of common carriers in a manner to secure the lowest transportation costs. No additional charge shall be made to Purchaser therefor or for drayage, storage or transportation unless otherwise stated herein.

3. Delivery: Times is of the essence. Deliveries shall be strictly in accordance with the schedule set out or referred to in this P.O. & in the exact quantities ordered. There shall be no deviation from the schedule either as to dates or quantities without Purchaser's prior written consent. If Vendor's deliveries fail to meet the schedule specified, Purchaser shall be entitled to request delivery by the most expeditious method of transportation & the expenses thereof shall be borne solely by Vendor. Where deliveries of Vendor's materials are F.A.S./F.O.B. carrier, or site of work, they shall be made by such means & personnel as will be acceptable to & work in harmony with the employees of Purchaser & the carrier. At the time of delivery to the carrier at point of origin, Vendor shall give notices of each shipment to Purchaser.

4. Excusable Delays: Vendor shall not be liable for delays in the performance of this P.O. arising out of causes beyond the control & without the fault or negligence of Vendor. Such causes include, but are not restricted to, acts of GOD, acts of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes & freight embargoes if same are excused by Owner. Vendor shall provide written notice to Purchaser of conditions causing delay in sufficient time so that Purchaser may give timely notice under the Contract with Owner, but in no event more than 48 hours after the condition causing delay arises. Failure to give timely notices shall be deemed to be a waiver of any claim against Purchaser arising from any claim whatsoever.

5. Payment: Duplicate invoices must be issued for each individual shipment. Unless otherwise stated on the face hereof, invoices subject to discount will be discounted if paid within fourteen (14) days & net bills will be paid within thirty (30) days of the date of the invoice or the date of acceptance of material or completion of service, whichever is later, subject to the provisions of paragraph 6 hereof. If at any time there shall be notice of any lien or other claim for which, if established, either Purchaser, the premises upon which the project is situated, or the monies payable or to become payable to the Purchaser might become liable or chargeable & which is attributable to Vendor or any of its Sub-vendors, then Purchaser shall have the right to retain out of any payment then due, or to become due, an amount sufficient, in the opinion of claims & any liability to Vendor for all things done & furnished by Vendor & for any act, omission or neglect of Purchaser or its employees, or others, relating to or arising out of this P.O.

6. Default by Owner: In the event that Owner is delinquent in or defaults in making payments to Purchaser, payments shall only be made for those goods used or consumed in the portion of the work for which payment by Owner has been actually received by the Purchaser.

7. Inspection & Warranty: All material to be furnished under this P.O. shall conform to the requirements of the specifications, drawings, samples, or other descriptions furnished or specified by Purchaser or contained in the Contract with the Owner & will be of good material & workmanship & free from defects. All material covered by this P.O. which is the product of Vendor, or is in accordance with Vendor's specifications, will be fit & sufficient for the purpose intended. All material furnished may be subject, testing & acceptance by Purchaser or Owner prior to shipment. When approval before shipment is required by Purchaser or Owner, making shipment before obtaining approval shall be sufficient cause for rejection. Payment for material on this P.O. shall not constitute an acceptance, but all material, whether inspected prior to shipment or not, shall remain subject to inspection, testing & rejection until final acceptance of the Project by Owner, including any maintenance period set forth in the Contract with Owner. Returned or rejected material shall be credited to Purchaser's account at full invoice price plus all transportation charges paid by Purchaser. The warranties of Vendor, together with its service warranties & guarantees, if any, shall run to Purchaser, its successors, assigns, or those selling or using any product furnished or manufactured by Purchaser. Vendor shall carefully inspect any material furnished by Purchaser & the furnishing of such material shall in no way relieve Vendor of its obligation under this P.O.

8. Price Warranty: Vendor represents that the price or prices specified in this order do not exceed the current selling prices for the same or substantially similar items whether to the government or to any other purchaser, taking into account the quantity to be furnished. Vendor further represents that to the best of its knowledge, information, & belief, the prices for items covered by this order are not in excess of prices permitted by any applicable law or regulations. Vendor further agrees to refund to Purchaser any amounts paid in excess of lawful amounts. Vendor's price is firm for the duration of the Project. There will be no adjustment in price absent written approval by Purchaser.

9. Patents & Copyrights: Vendor covenants that it will, at its own expense, defend any claim brought by others against Purchaser, its successors, assigns or those selling or using any products furnished or manufactured by Purchaser because sale or use of the material or equipment covered hereby is alleged to infringe rights, to or under any valid property right, patent, copyright or trademark. Vendor will defend & save Purchaser harmless from any such liability including attorney's fees & expenses) to the extent that the material or equipment furnished hereunder is not of Purchaser's design. Purchaser will promptly advise Vendor of any such claims being made against it, or made against anyone selling or using any product manufactured by Purchaser incorporating the materials or equipment purchased hereunder.

10. Samples & Drawings: Where & whenever required by Purchaser or Owner, Vendor shall prepare & submit the required number of copies of all original & revised shop drawings to Purchaser for approval by Owner before Vendor commences the work. Upon receipt of final approval from Owner, Vendor shall provide the required number of copies for distribution. Shop drawings shall conform to the requirements of the contract with Owner. If required by Owner, upon completion of the work, tracings of approved working drawings will be supplied in a reproducible form acceptable to Owner. The cost of furnishing all working drawings, shop drawings & reproducibles shall be included in the price. Where & whenever necessary, Vendor shall prepare & submit all samples to Purchaser for approval by Owner. All tests & reports which may be required in connection with the materials shall be performed & paid for by Vendor. Approval of working drawings, shop drawings, reproducibles or samples will not relieve Vendor of his obligation to furnish all materials in strict accordance with the Contract drawings, specifications & other contractual requirements.

11. Changes: No change shall be valid unless in writing & signed by an authorized representative of Purchaser. Purchaser shall have the right at any time by written order to make changes in the work to be performed by Vendor whether such changes relate to drawings, specifications, methods of shipment, schedules or place of delivery of any materials &/or work covered by this order or otherwise. If such changes cause an increase or decrease in the amount due under the Purchase Order or in the time required for its performance, an

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equitable adjustment shall be made to the extent same is provided by Owner & the Purchase Order shall be modified in writing. In no event shall Purchaser have any liability for loss of anticipatory profits of either Vendor or Vendor's suppliers. Claims by Vendor under this clause must be made within fifteen (15) days from the date the change is ordered. Nothing contained in this clause shall relieve Vendor from proceeding without delay in the performance of this order as changed.

12. Assignment & Subcontracting: No assignment of this order or any monies due or to become due shall be binding upon Purchaser until its written consent is obtained. Vendor shall not subcontract for the procurement of any item covered by this order in completed, or substantially completed form without incorporating the terms & conditions of this P.O. & the Contract & securing the written approval of Purchaser.

13. Special Tooling: If the price of the materials purchased includes as a separate item of cost any machinery, designs, tools, jigs, dies, patterns, drawings, or test equipment (herein called Special Tooling) required by Vendor for the specific purpose of filling this order, such Special Tooling shall become the property of Purchaser & to the extent practicable shall be property identified by Vendor as such. Such Special Tooling shall be maintained by Vendor in good condition at Vendor's expense & shall be used only in filling orders from Purchaser. Upon completion or termination of the order, it shall be disposed of as Purchaser may direct.

14. Consigned Property: Vendor agrees to assume all risk & to indemnify Purchaser for any loss or damage of any property in Vendor's possession, belonging to or which an equity interest exists in Purchaser, or its successors assigns or those using any product furnished or manufactured by Purchaser. Vendor agrees to so identify all such property. Upon completion or termination of this order, such property shall be disposed of as Purchaser may direct in the condition in which it was received except for reasonable wear & tear & except to the extent that such property has been incorporated in delivered items or has been consumed in the normal performance of the work.

15. Indemnity & Insurance: If this order covers the performance of labor for or on the Premises of Purchaser or Owner, its successors assigns or those selling or using any product furnished or manufactured by Purchaser, the Vendor shall take such steps as may be reasonably necessary to prevent personal injury or property damage during any work that may be performed by any of its employees, agents or subcontractors. Vendor shall forever defend, indemnify & hold harmless Purchaser & Owner, their successors, assigns or those selling or using any product furnished or manufactured by Purchaser, from & against all liability, claims, or demands for personal injury, wrongful death or damages to any property arising from the performance of this order by Vendor or its agents, employees or subcontractors. Vendor shall maintain adequate insurance protection in connection therewith for such risks & in such amounts as may be reasonably determined by Purchaser. Prior to the commencement of any work, in addition to any other insurance otherwise required by Purchaser, Vendor shall furnish certificates of insurance with respect to: 1. Worker's Compensation or Occupational Disease 1. Public Liability & Property Damage 3. Protective Public Liability & Property Damage 4. Automobile Liability & Property Damage covering all owned or rented equipment used in or on the work 5. Performance Bond where specifically required by this P.O. 6. Jones Act

16. Applicable Laws/ Regulations/ Documents: This P.O. shall be construed & interpreted in accordance with the laws of the State of Florida. The Vendor shall fulfill with the requirements of the Concession Agreement between FDOT and I-595 Express LLC and the EPC Contract between I-595 Express LLC and Dragados USA, Inc (the "Project Documents") as well as the specification of the Florida Department of Transportation. Venue shall lie in the Supreme Court of the State of Miami. If the Owner's contract contains a dispute resolution procedure, Purchaser may require any Owner related claim by Vendor to be heard & resolved in accordance with such procedure & such procedure shall be binding on Vendor as if set forth at length herein. Vendor shall comply with all applicable Federal, State & Local laws, statutes, rules, regulations & orders, and agrees to indemnify Purchaser against any loss, liability or damage by reason of Vendor's failure to so comply.

17. Disclosure of Confidential Matter: Vendor agrees that it will keep confidential the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data or other technical or proprietary information furnished by Purchaser & will use such items only in the production of items

under this order or other orders from Purchaser, unless Purchaser's written consent is first obtained. Such items shall remain Purchaser's property & shall be returned or disposed of as Purchaser may direct.

18. Publicity: Vendor shall not release any information concerning the services or material to be provided to Purchaser without prior written authorization of Purchaser. Information includes, but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still & motion pictures, speeches, trade association meetings, symposia, etc. Any information releases shall include a statement identifying Purchaser & Owner.

19. Taxes & Payroll Contributions: Except as may be otherwise provided in this order, the price includes all Federal, State & Local taxes, assessments & fees. If this order covers the performance of labor, Vendor agrees to accept exclusive liability for the payment of any Federal or State payroll taxes, unemployment insurance, old age insurance, or other insurance programs which are measured by wages, salaries or other remuneration paid to Vendor's employees or agents. Vendor further agrees to reimburse Purchaser for any of these payments which by law Purchaser may be required to pay.

20. Termination: Purchaser may cancel all or any part of the undelivered portion of this order without any liability on its part to the Vendor if: (a) Vendor fails to make deliveries as specified whether because of excusable delay or otherwise; (b) Vendor fails to comply with any of the terms or condition hereof; (c) Vendor ceases to continue its operation in the normal course of business; (d) Vendor files a petition in bankruptcy; (e) an involuntary petition shall be filed against Vendor & is not dismissed within a period of thirty (30) days; (f) a receiver or trustee is appointed for Vendor & such appointment is not vacated within thirty (30); (g) Vendor makes an assignment for the benefit of creditors; (h) Owner terminates its Contract with Purchaser. The remedies provided in this paragraph shall be cumulative & additional to any other or further remedies to which Purchaser shall be entitled either at law or in equity.

21. Labor Disputes: Whenever an actual or potential labor dispute is delaying or threatening to delay the performance of this order, Vendor shall immediately give written notice thereof to Purchaser. Such notice shall include all relevant information with respect to such dispute.

22. Non-Discrimination: In connection with the performance of work under this P.O. the Vendor agrees as follows: (1) The Vendor will not discriminate against any employee or applicant for employment because of age, physical or mental handicap, race, creed, color, sex, or national origin. Vendor will take affirmative action to insure that applicants are employed & that employees are treated during employment, without regard to their age, physical or mental handicap, race, creed, color, sex, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, & selection for training, including apprenticeship. All provisions set forth in the contract between Owner & the Purchaser with regard to Non-Discrimination are incorporated herein as if set forth at length.

23. Documents Required: Vendor shall supply & complete all forms, reports, certificates or other documents required by Purchaser or Owner or in the Contract Documents for this work or materials.

24. Time & Material Contracts: Orders placed on a time & material basis will subject the Vendor's book & records, or such part thereof as may relate to the performance of this order, to inspection & audit by Purchaser &/or Owner at all times.

25. Notices: All notices or other communications provided for or permitted shall be made in telegraphic form & immediately confirmed by certified mail, return receipt requested, to the Purchaser or Vendor at their respective address as set forth on the face of this order.

26. Interpretation: Whenever necessary to make the context of the clauses in Purchaser's Contract with Owner applicable to this P.O., the term used therein to describe the Owner shall be read as "Purchaser," the term used therein to describe the Contractor shall be read as "Vendor," & the term used therein to describe the Contract shall be read as "Purchase Order."

27. Title: Identification of goods under UCC §2-501 is on Vendor's acceptance of this P.O., or on fabrication if the goods are to be fabricated. Title to the goods shall pass to Purchaser as soon as the goods are identified. Risk of loss shall remain with Vendor until Purchaser receives the goods.