



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA**

**1. Agenda Item Number:**  
**33**

**2. Council Meeting Date:**  
July 30, 2009

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** June 1, 2009

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Management Svs

**5. SUBJECT:** Award agreement BF9-914-2742 for Plumbing & Irrigation Supplies to Brown's Partsmaster, Inc., Ryan Herco Flow Solutions and HD Supply Waterworks in a total amount not to exceed \$60,000.

**6. RECOMMENDATION:** Recommend award of agreement BF9-914-2742 for Plumbing & Irrigation Supplies to Brown's Partsmaster Inc., Ryan Herco Flow Solutions and HD Supply Waterworks in a total amount not to exceed \$60,000.

**7. HISTORICAL BACKGROUND/DISCUSSION:** The requested award is for the supply of a variety of plumbing & irrigation supplies that are stocked in the City's Central Supply and used primarily by Building & Facilities, Housing & Redevelopment and Water Distribution. In addition to items stocked in Central Supply, these divisions will purchase some of the requested items direct from the recommended suppliers. Some of the products available under the requested contract include couplings, faucets, filters, pipe, sprinklers as well as tape, toilet repair kits and valves.

**8. EVALUATION PROCESS:** On April 29, 2009, the City issued bid BF9-914-2742 for the purchase of Plumbing & Irrigation Supplies. The bid was advertised, all registered vendors were notified, and additional copies were sent to known suppliers of the requested items. Bids were opened on May 28, 2009. The City received nine (9) responses. The bid included 200 common-use items for evaluation. The recommended multiple awards is based on the evaluation of each low price by item and awarded to each vendor by low item provided, after deemed responsive and responsible to include the 3 recommended vendors listed. All items bid were based on a discount from manufacturers list price. The recommended agreements will have a one-year term with provisions to extend for four additional one-year periods. The previous contract had exhausted all extensions and the contract was re-bid. The new award will realize a cost savings of \$30,000 over previous contract.

**9. FINANCIAL IMPLICATIONS:** Funds for purchase of plumbing & irrigation supplies will be from the Central Supply Inventory account 101.0000.0000.1516 and charged back to individual cost centers for the supplies as they are issued.

**10. PROPOSED MOTION:** Move to award agreement BF9-914-2742 for Plumbing & Irrigation Supplies to Brown's Partsmaster Inc., Ryan Herco Flow Solutions and HD Supply Waterworks in a total amount not to exceed \$60,000.

**APPROVALS**

**11. Requesting Department**

  
William Robinson, Central Supply Supervisor

**12. Department Head**

  
Dennis Strachota

**13. Procurement Officer**

  
Kristy Garcia, CPPB

**14. City Manager**

  
W. Mark Pentz

CITY OF CHANDLER PURCHASE CONTRACT  
PLUMBING & IRRIGATION SUPPLIES  
AGREEMENT NO.: BF9-914-2742

THIS AGREEMENT is made and entered into this [REDACTED] day of [REDACTED], 200 [REDACTED], by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Brown's Partsmaster, Inc., hereinafter referred to as "CONTRACTOR".

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**1. CONTRACT ADMINISTRATION AND OPERATION:**

- 1.1. Contract Administrator:** CONTRACTOR shall act under the authority and approval of the Central Supply Supervisor/designee (Contract Administrator), to provide the goods and merchandise required by this Contract.
- 1.2. Ordering Instructions:** Authorization for purchases under the terms and conditions of this contract will be made only upon issuance of a CITY Purchase Order, a Contract Release Order or use of a City Procurement Card.
- 1.3. Ordering Process.** Upon award of a contract by the City, any designated department may procure the specific product, equipment or material awarded by the issuance of a Contract Purchase Order to the appropriate CONTRACTOR. Each Contract Purchase Order must cite the correct Chandler contract number.
- 1.4. Usage Report. Annually** CONTRACTOR shall furnish CITY a usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by CITY and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit.

**2. GOODS AND MERCHANDISE TO BE PROVIDED:** CONTRACTOR shall provide to CITY the goods and merchandise listed on Exhibit A, attached hereto and made a part hereof by reference, at the prices listed on Exhibit A, all as more specifically set forth in the Specifications and details included therein.

- 2.1. Safety Standards:** All items supplied pursuant to this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
- 2.2. Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
- 2.3. Product Discontinuance (Categories):** In the event that a required product or model is discontinued by the manufacturer, CITY at its sole discretion may allow CONTRACTOR to provide a substitute for the discontinued item. CONTRACTOR shall request permission to substitute a new product or model and provide the following:
  - 2.3.1.** A formal announcement from the manufacturer that the product or model has been discontinued.
  - 2.3.2.** Documentation from the manufacturer that names the replacement product or model.
  - 2.3.3.** Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
  - 2.3.4.** Documentation confirming that the price for the replacement is the same as or less than the

discontinued model.

- 2.3.5. If requested by CITY, CONTRACTOR shall provide a sample of the replacement product.
- 2.4. **Licenses:** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by CONTRACTOR as applicable to this contract.
- 2.5. **Contract Orders:** CONTRACTOR shall, in accordance with all terms and conditions of this Contract, fully perform and shall be obligated to comply with all contract orders received by CONTRACTOR prior to the expiration or termination hereof, unless otherwise directed in writing by the Contract Administrator, including, without limitation, all contract orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
- 2.6. **Advertising, Publishing and Promotion of Contract:** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 2.7. **Compliance With Applicable Laws:** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.
- 2.8. **Assignment:** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of CITY.
- 2.9. **Amendments:** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by CITY in writing or made unilaterally by the CONTRACTOR are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on those changes.
- 2.10. **Payment.** A separate invoice shall be issued for each shipment of goods or materials, and no payment will be issued prior to receipt of goods or materials and receipt of a correct invoice.
- 2.11. **Estimated Quantities.** The quantities shown on Exhibit A (Specifications and Pricing) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. CITY reserves the right to increase or decrease the quantities actually required.
- 2.12. **Catalogs/Contract Price Listing.** As applicable, the CONTRACTOR(s) shall be required to furnish to all requesting departments catalogs at no cost, which will outline contract prices.
- 2.13. **Current Models.** It is CITY's intent to procure materials of the latest technology. All materials bid must be in current production and parts must be available for a minimum of five (5) years from bid date.
- 2.14. **Current Products.** All products offered in response to this solicitation shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
- 2.15. **New/Current Products.** All goods, equipment, materials, parts and other components supplied pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended.

**2.16. New Products.** New products announced by manufacturers on contract may be submitted by the CONTRACTOR for add-ons to the existing contract. Pricing shall be equivalent to the percentage discount for each brand or class of product originally offered.

**2.17. Packing and Shipping.** The CONTRACTOR shall be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address and purchase order number.

### **3. Warranties:**

**3.1. Liens:** CONTRACTOR warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

**3.2. Quality:** Unless otherwise modified elsewhere in these terms and conditions, CONTRACTOR warrants that, for one year after acceptance by CITY of the materials, they shall be:

**3.2.1.** Of a quality to pass without objection in the trade under the Contract description;

**3.2.2.** Fit for the intended purposes for which the materials are used;

**3.2.3.** Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

**3.2.4.** Adequately contained, packaged and marked as the Contract may require; and

**3.2.5.** Conform to the written promises or affirmations of fact made by CONTRACTOR.

**3.3. Fitness:** CONTRACTOR warrants that any material supplied to CITY shall fully conform to all requirements of the Contract and all representations of CONTRACTOR, and shall be fit for all purposes and uses required by the Contract.

**3.4. Inspection/Testing:** The warranties set forth in Section 3 herein are not affected by inspection or testing of or payment for the materials by CITY.

**3.5. One-Year Warranty.** CONTRACTOR must provide a one-year warranty on all goods or equipment supplied pursuant to this Contract.

**4. ACCEPTANCE AND DOCUMENTATION:** All goods are subject to final inspection and acceptance by CITY. Material failing to meet the requirements of this Contract will be held at CONTRACTOR's risk and may be returned to CONTRACTOR. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of CONTRACTOR. CITY may elect to do any or all of the following: Waive the non-conformance; stop the work immediately; or bring the material into compliance. **Defective Products.** All defective products shall be replaced and exchanged by CONTRACTOR. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the CONTRACTOR. All replacement products must be received by CITY within seven (7) days of initial notification

**4.1. Records.** The CONTRACTOR shall retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

**4.2. Audit.** At any time during the term of this Contract and five (5) years thereafter, CONTRACTOR's books and records shall be subject to audit by CITY to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, CONTRACTOR shall produce a legible copy of any or all such records.

- 4.3. Delivery.** Delivery shall be made within seven (7) calendar days after receipt of a Contract Purchase Order (ARO).
- 5. PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed Three Thousand Nine Hundred Sixty Two Dollars and Fifty Two Cents (\$3,962.52) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit A, attached hereto and made a part hereof by reference.
- 5.1. Pricing:** Prices stated include all freight, insurance, warranty costs, and any other applicable costs.
- 5.2. Payment:** A separate invoice shall be issued for each shipment of goods or merchandise, and no payment will be issued prior to receipt of material and a correct invoice. All billing invoices shall include delivery time, purchase order number, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Payment. CONTRACTOR shall submit to the issuing department, after completion of the task or combination of tasks listed by the issuing departments task order, a statement of charges for the work completed under that task order, in conformance with the pricing schedule of this contract, the issuing department shall process the claim for prompt payment in accordance with the standard operating procedures of CITY.
- 5.3. Delivery:** All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. CONTRACTOR shall retain title and control of all goods until they are delivered and accepted by CITY. All risk of transportation and all related charges shall be the responsibility of CONTRACTOR. All claims for visible or concealed damage shall be filed by CONTRACTOR. CITY will notify CONTRACTOR promptly of any damaged goods and shall assist CONTRACTOR in arranging for inspection.
- 5.4. Risk of Loss:** CONTRACTOR shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with CONTRACTOR regardless of receipt.
- 5.5. TAXES:** CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR.
- 5.6. IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless said form is not required by law.
- 5.7. Price Adjustment (Annual).** All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, CITY will entertain a fully documented request for price adjustment. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time the Contract was executed directly correlated to the price of the product concerned.
- 5.8. Acceptance by CITY.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 5.9. Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its products concurrent with a published price reduction made to other customers.

**6. TERM:**

- 6.1.** The contract term is for a one year period subject to mutually agreed upon additional successive

periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed five years. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.

## 7. USE OF THIS CONTRACT:

- 7.1. CONTRACTOR is aware that there is more than one CONTRACTOR who has been awarded a Contract to provide this type of goods and materials. CITY reserves the right and will issue Purchase Orders for goods and materials based on ability of CONTRACTOR to meet CITY's schedule and/or price.
- 7.2. **Emergency Purchases:** CITY reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.
- 7.3. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the contracted CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at [www.maricopa.gov/materials](http://www.maricopa.gov/materials) and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

## 8. CITY'S CONTRACTUAL REMEDIES:

- 8.1. **Right to Assurance:** If CITY in good faith has reason to believe that CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that CONTRACTOR give a written assurance of intent to perform. Failure by CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at CITY's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. **Non-exclusive Remedies:** The rights and the remedies of CITY under this Contract are not exclusive.
- 8.3. **Nonconforming Tender:** Goods, materials or merchandise supplied under this Contract shall fully comply with this Contract and the specifications included herein. The delivery of goods, materials or merchandise or any portion thereof that do not fully comply constitutes a breach of contract. On delivery of nonconforming goods, materials or merchandise, CITY may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.4. **Right of Offset:** CITY shall be entitled to offset against any sums due to CONTRACTOR, any expenses or costs incurred by CITY, or damages assessed by CITY concerning CONTRACTOR's non-conforming performance or failure to perform the Contract, including costs and damages incurred by CITY.

## 9. TERMINATION:

- 9.1. **Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and

CONTRACTOR'S fee schedule included herein.

**9.2. Termination for Cause:** City may terminate this Agreement for Cause:

Upon the occurrence of any one or more of the following events:

- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
- 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
- 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
- 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR 'S property;
- 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
- 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.

**9.3. Termination for Misrepresentation.** CITY may, upon written notice, terminate this Contract for any attempt by CONTRACTOR to represent any goods or materials not specifically awarded as being under contract with the CITY of Chandler. Any such action is subject to the legal and contractual remedies available to CITY inclusive of, but not limited to, contract cancellation, suspension and/or debarment of CONTRACTOR.

**9.4. Cancellation for Conflict of Interest:** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of CITY is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.

**9.5. Gratuities:** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by the CONTRACTOR or a representative of the CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the CONTRACTOR.

**9.6. Suspension or Debarment:** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that the CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Sub-CONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If the CONTRACTOR becomes suspended or debarred, the CONTRACTOR shall immediately notify CITY.

**9.7. Continuation of Performance Through Termination:** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**9.8. No Waiver:** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

- 9.9. **Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
10. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
11. **Alternate Dispute Resolution.** REQUIREMENT FOR ALTERNATIVE DISPUTE RESOLUTION: Notwithstanding anything to the contrary provided elsewhere in the Agreement documents, the alternate dispute resolution (ADR) process provided herein shall be the exclusive initial means for resolution of claims or disputes and other matters in question between CITY and CONSULTANT arising out of, or relating to the Agreement documents, interpretation of the Agreement, or the performance or the breach by any party thereto, including but not limited to, original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to Agreements containing this ADR provision.

#### A. INTERNAL RESOLUTION PROCESS

1. **Notice:** CONSULTANT shall submit written notice of any claim or dispute to the Purchasing Manager within thirty (30) days of the occurrence, event or disputed response from CITY for immediate resolution pursuant to these provisions. Each claim or dispute shall be submitted and resolved as they occur and not postponed until the end of the Agreement nor lumped together with other pending claims.
2. **Forfeiture:** Failure to submit a notice of any claim, dispute, or other issue within such thirty (30) days shall constitute CONSULTANT'S forfeiture of its right to dispute the issue, raise the claim or make the request and shall also constitute CONSULTANT'S agreement and acceptance of CITY'S position.
3. **CITY Response:** The Agreement Administrator will provide to CONSULTANT a written response to any claim, request for clarification or dispute on or before thirty (30) days from receipt of CONSULTANT'S written claim.
4. **Appeal:** If CONSULTANT disagrees with the response of the Purchasing Manager, within fifteen days of the date of the response by the Agreement Administrator, CONSULTANT shall file with the Assistant Management Services Director, written notice of appeal. The Purchasing Manager shall provide copies of all relevant information concerning the Agreement and claim or dispute to the Assistant Management Services Director who will determine the appeal. The Assistant Management Services Director may request additional information from either party, may hold an informal informational hearing or may make the determination based on the information provided. The Assistant Management Services Director shall make a final determination of the appeal and provide written notice to CONSULTANT within sixty (60) days from the date of CONSULTANT'S written notice of appeal.

#### B. ARBITRATION

1. **Arbitration:** If CONSULTANT is not satisfied with the determination of the Assistant Management Services Director, the following binding arbitration procedure shall serve as the exclusive method to resolve all unresolved disputes in which the claims are for \$500,000 or less except for errors of law

which may be appealed if an award exceeds \$100,000 and is based on an error of law. If CONSULTANT chooses not to accept the decision of the Assistant Management Services Director, CONSULTANT shall notify the Agreement Administrator in writing within ten (10) business days of receipt of the Assistant Management Services Director's decision of a request for arbitration. The CONSULTANT shall post a cash bond with the Arbitrator in the amount of \$5,000, or a greater amount as determined by the Arbitrator, that will defray the cost of the arbitration as set forth in paragraph E, Fees and Costs, and proceeds from said bond shall be allocated in accordance with said paragraph by the Arbitrator.

- 2. Arbitration Panel:** The Arbitration Panel shall consist of the arbitrators selected by the parties involved in the dispute, (i.e., CITY will select one arbitrator, CONSULTANT will select one arbitrator, and any other CONSULTANT who has a Agreement with CITY which contains this ADR provision and is a party to the same dispute will also select an arbitrator), and the foregoing arbitrators shall select a neutral Arbitrator who will hear the matter and make a final determination, as set forth herein.
- 3. Expedited Hearing:** The parties have structured this procedure with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Arbitrator to set an expedited hearing if circumstances justify it. The Arbitrator shall contact the parties and schedule the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical, but in no event later than sixty (60) days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitrator upon a showing of emergency circumstances.
- 4. Procedure:** The Arbitrator shall conduct the hearing that will resolve disputes in a prompt, cost efficient manner giving due regard to the rights of all parties. Each party shall supply to the Arbitrator a written pre-hearing statement, which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. The Arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to conform to such orders of the Arbitrator.
- 5. Hearing Days:** To effectuate the parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.
- 6. Award:** The Arbitrator shall within ten (10) days from the conclusion of any hearing issue its award. The award shall include an allocation of fees and costs pursuant to the Binding Arbitration Procedure paragraph herein. Any award providing for deferred payment shall include interest at the rate of ten (10%) percent per annum. The award is to be rendered in accordance with the Agreement and the laws of the State of Arizona.
- 7. Scope of Award:** The Arbitrator shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitrator shall also be without authority to issue an award against any individual party in excess of \$500,000, exclusive of interest, arbitration fees, costs, and attorney's fees. If an award is made against any individual party in excess of \$50,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and statement as to how damages were calculated.

- 8. Jurisdiction:** The Arbitrator shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.
- 9. Entry of Judgment:** Any party can make application to the Maricopa County Superior Court for confirmation of any award and for entry of judgment on it.
- 10. Severance and Joinder:** To reduce the possibility of inconsistent adjudications, the Arbitrator, may at the request of any party, join and/or sever parties, and/or claims arising under other Agreements containing this ADR provision, and the Arbitrator may, on his own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes. Nothing herein shall create the right by any party to assert claims against another party not recognized under the substantive law applicable to the dispute. The Arbitrator is not authorized to join to the proceeding parties not in privity with CITY.
- C. APPEAL TO MARICOPA COURTS:** Any party may appeal errors of law by the Arbitrator if, but only if, the errors arise in an award in excess of \$100,000; the exercise by the Arbitrator of any powers contrary to or inconsistent with the Agreement; or any of the grounds provided in A.R.S. 12-1512. Appeals shall be to the Maricopa County Superior Court within fifteen (15) days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this section.
- D. UNIFORM ARBITRATION ACT:** Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as enacted in Arizona in A.R.S. 12-1501, et. seq.
- E. FEES AND COSTS:** Each party shall bear its own fees and costs in connection with any internal dispute resolution procedure. All fees and costs associated with any arbitration before the Arbitrator, including without limitation, the Arbitrator's fees, the prevailing party's attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as provided for herein. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitrator.
- F. EQUITABLE LITIGATION:** Notwithstanding any other provision of ADR to the contrary, any party may petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to ongoing work pending resolution of a dispute pursuant to ADR provided for herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order or award entered by the Arbitrator. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in pursuant to the Alternative Dispute Resolution provisional of this Agreement.
- 12. INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or

anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property.

- 13. NOTICES:** All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of CITY		In the case of the CONTRACTOR	
Department:	Central Supply	Firm Name:	Brown's Partsmaster Inc.
Contact:	William Robinson	Contact:	Myrna Martinez
Mailing Address:	PO Box 4008, MS 903	Address:	7280 N. Glen Harbor Blvd. #101
Physical Address:	975 E. Armstrong Way, Bldg. I	City, State, Zip	Glendale, AZ 85307
City, State, Zip	Chandler, AZ 85286	Phone:	623-889-7399
Phone:	480-782-2416	FAX:	623-889-7389
FAX:	480-782-2420		

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

**14. GENERAL TERMS:**

**14.1. Entire Agreement:** This Contract, including Exhibit A attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives or each party.

**14.2. Arizona Law:** This Contract shall be governed and interpreted according to the laws of the State of Arizona.

**14.3. Assignment:** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of CITY.

**14.4. Amendments:** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by CITY in writing or made unilaterally by the CONTRACTOR are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on those changes.

**14.5. Conflict of Interest:**

**14.5.1 No Kickback:** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of City Council or any employee of CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to CITY.

**14.5.2 Kickback Termination:** CITY may cancel this Contract, without penalty or obligation, if any person

significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of CITY'S departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a CONTRACTOR to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from CITY is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).

- 14.5.3 **No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.
- 14.6. **Independent CONTRACTOR:** The CONTRACTOR under this Contract is an independent contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 14.7. **No Parole Evidence:** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 14.8. **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.
- 14.9. **Ownership.** All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this  
day of                      20

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

\_\_\_\_\_  
MAYOR

By: Myrna Martinez  
Signature

ATTEST:  
\_\_\_\_\_  
City Clerk

SEAL    ATTEST: If Corporation  
\_\_\_\_\_  
Secretary

Approved as to form:  
\_\_\_\_\_  
City Attorney 

EXHIBIT A  
SPECIFICATIONS / PRICING

ITEM	DESCRIPTION	Qty	U.O.M.	Unit Price	Extended Price
1	ACTUATOR, ASSEMBLY, (SLOAN #HY33A-1-48)	2	EA	\$ 45.57	\$ 91.14
7	BOLT, TOILET, BREAK-AWAY, 1/4" X 2-1/4" RING, WA	10	EA	\$ 1.75	\$ 17.50
16	CARTRIDGE ASS'Y., METAL FOR DRINKING FOUNTAIN, HAWS 5010 (#H-3)	25	EA	\$ 14.39	\$ 359.75
17	CARTRIDGE ASS'Y., REPLACEMENT PLASTIC FOR HAWS 5010 DRINKING FOUNTAIN, HAWS 5010	36	EA	\$ 7.50	\$ 270.00
18	CEMENT, PVC, 1/2 PINT	11	EA	\$ 3.50	\$ 38.50
32	CONTROL ROD, 6", FOR FLOAT, 5410R307, #SR06	12	EA	\$ 1.54	\$ 18.48
55	FAUCET, CHICAGO, SINGLE PUSH, #700235	1	EA	\$ 164.54	\$ 164.54
56	FAUCET, KITCHEN DOUBLE HANDLE 8" CENTER, LESS MOEN SAINSTREAM #8799	5	EA	\$ 112.74	\$ 563.70
57	FAUCET, LAVATORY, MOEN #8800	6	EA	\$ 80.58	\$ 483.48
63	FLUSHOMETER, KIT (SLOAN #952)	2	EA	\$ 106.56	\$ 213.12
72	LINE, WATER SUPPLY 3/8" X 20" FOR LAVATORY	36	EA	\$ 3.52	\$ 126.72
73	LINE, WATER SUPPLY 3/8" X 12", FOR TOILETS	12	EA	\$ 2.19	\$ 26.28
90	RING, WAX, TOILET WITH POLYETHYLENE, FLANGE,	10	EA	\$ 1.23	\$ 12.30
91	RING, WAX, TOILET WITH URETHANE, USE IN 3" OR 4"	4	EA	\$ 3.03	\$ 12.12
119	TOILET, REPAIR KIT SLOAN WATER CLOSET, SLOAN #A-38A	36	EA	\$ 9.99	\$ 359.64
120	TOILET, VACUUM BREAKER, SLOAN #SL-192	20	EA	\$ 13.26	\$ 265.20
155	VALVE, FLUSH ANTI-SIPHON, 400A FLUID MASTER	12	EA	\$ 5.94	\$ 71.28
156	VALVE, FLUSH CLOSET, SLOAN #3010100	6	EA	\$ 96.53	\$ 579.18
157	VALVE, FLUSH, URINAL SLOAN #3012600	3	EA	\$ 96.53	\$ 289.59
	<b>TOTAL AMOUNT</b>				<b>\$ 3,962.52</b>

CITY OF CHANDLER PURCHASE CONTRACT  
PLUMBING & IRRIGATION SUPPLIES  
AGREEMENT NO.: BF9-914-2742

THIS AGREEMENT is made and entered into this [REDACTED] day of [REDACTED], 200[REDACTED], by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Ryan Herco Flow Solutions, hereinafter referred to as "CONTRACTOR".

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**1. CONTRACT ADMINISTRATION AND OPERATION:**

- 1.1. Contract Administrator:** CONTRACTOR shall act under the authority and approval of the Central Supply Supervisor/designee (Contract Administrator), to provide the goods and merchandise required by this Contract.
- 1.2. Ordering Instructions:** Authorization for purchases under the terms and conditions of this contract will be made only upon issuance of a CITY Purchase Order, a Contract Release Order or use of a City Procurement Card.
- 1.3. Ordering Process.** Upon award of a contract by the City, any designated department may procure the specific product, equipment or material awarded by the issuance of a Contract Purchase Order to the appropriate CONTRACTOR. Each Contract Purchase Order must cite the correct Chandler contract number.
- 1.4. Usage Report. Annually** CONTRACTOR shall furnish CITY a usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by CITY and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit.

**2. GOODS AND MERCHANDISE TO BE PROVIDED:** CONTRACTOR shall provide to CITY the goods and merchandise listed on Exhibit A, attached hereto and made a part hereof by reference, at the prices listed on Exhibit A, all as more specifically set forth in the Specifications and details included therein.

- 2.1. Safety Standards:** All items supplied pursuant to this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
- 2.2. Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
- 2.3. Product Discontinuance (Categories):** In the event that a required product or model is discontinued by the manufacturer, CITY at its sole discretion may allow CONTRACTOR to provide a substitute for the discontinued item. CONTRACTOR shall request permission to substitute a new product or model and provide the following:
  - 2.3.1.** A formal announcement from the manufacturer that the product or model has been discontinued.
  - 2.3.2.** Documentation from the manufacturer that names the replacement product or model.
  - 2.3.3.** Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
  - 2.3.4.** Documentation confirming that the price for the replacement is the same as or less than the

discontinued model.

- 2.3.5.** If requested by CITY, CONTRACTOR shall provide a sample of the replacement product.
- 2.4. Licenses:** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by CONTRACTOR as applicable to this contract.
- 2.5. Contract Orders:** CONTRACTOR shall, in accordance with all terms and conditions of this Contract, fully perform and shall be obligated to comply with all contract orders received by CONTRACTOR prior to the expiration or termination hereof, unless otherwise directed in writing by the Contract Administrator, including, without limitation, all contract orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
- 2.6. Advertising, Publishing and Promotion of Contract:** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 2.7. Compliance With Applicable Laws:** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.
- 2.8. Assignment:** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of CITY.
- 2.9. Amendments:** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by CITY in writing or made unilaterally by the CONTRACTOR are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on those changes.
- 2.10. Payment.** A separate invoice shall be issued for each shipment of goods or materials, and no payment will be issued prior to receipt of goods or materials and receipt of a correct invoice.
- 2.11. Estimated Quantities.** The quantities shown on Exhibit A (Specifications and Pricing) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. CITY reserves the right to increase or decrease the quantities actually required.
- 2.12. Catalogs/Contract Price Listing.** As applicable, the CONTRACTOR(s) shall be required to furnish to all requesting departments catalogs at no cost, which will outline contract prices.
- 2.13. Current Models.** It is CITY's intent to procure materials of the latest technology. All materials bid must be in current production and parts must be available for a minimum of five (5) years from bid date.
- 2.14. Current Products.** All products offered in response to this solicitation shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
- 2.15. New/Current Products.** All goods, equipment, materials, parts and other components supplied pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended.

2.16. **New Products.** New products announced by manufacturers on contract may be submitted by the CONTRACTOR for add-ons to the existing contract. Pricing shall be equivalent to the percentage discount for each brand or class of product originally offered.

2.17. **Packing and Shipping.** The CONTRACTOR shall be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address and purchase order number.

### 3. **Warranties:**

3.1. **Liens:** CONTRACTOR warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

3.2. **Quality:** Unless otherwise modified elsewhere in these terms and conditions, CONTRACTOR warrants that, for one year after acceptance by CITY of the materials, they shall be:

3.2.1. Of a quality to pass without objection in the trade under the Contract description;

3.2.2. Fit for the intended purposes for which the materials are used;

3.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

3.2.4. Adequately contained, packaged and marked as the Contract may require; and

3.2.5. Conform to the written promises or affirmations of fact made by CONTRACTOR.

3.3. **Fitness:** CONTRACTOR warrants that any material supplied to CITY shall fully conform to all requirements of the Contract and all representations of CONTRACTOR, and shall be fit for all purposes and uses required by the Contract.

3.4. **Inspection/Testing:** The warranties set forth in Section 3 herein are not affected by inspection or testing of or payment for the materials by CITY.

3.5. **One-Year Warranty.** CONTRACTOR must provide a one-year warranty on all goods or equipment supplied pursuant to this Contract.

4. **ACCEPTANCE AND DOCUMENTATION:** All goods are subject to final inspection and acceptance by CITY. Material failing to meet the requirements of this Contract will be held at CONTRACTOR's risk and may be returned to CONTRACTOR. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of CONTRACTOR. CITY may elect to do any or all of the following: Waive the non-conformance; stop the work immediately; or bring the material into compliance. Defective Products. All defective products shall be replaced and exchanged by CONTRACTOR. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the CONTRACTOR. All replacement products must be received by CITY within seven (7) days of initial notification

4.1. **Records.** The CONTRACTOR shall retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

4.2. **Audit.** At any time during the term of this Contract and five (5) years thereafter, CONTRACTOR's books and records shall be subject to audit by CITY to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, CONTRACTOR shall produce a legible copy of any or all such records.

- 4.3. Delivery.** Delivery shall be made within five (5) calendar days after receipt of a Contract Purchase Order (ARO).
- 5. PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed Fourteen Thousand Eight Hundred Sixty Three Dollars and Forty Cents (\$14,863.40) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit A, attached hereto and made a part hereof by reference.
- 5.1. Pricing:** Prices stated include all freight, insurance, warranty costs, and any other applicable costs.
- 5.2. Payment:** A separate invoice shall be issued for each shipment of goods or merchandise, and no payment will be issued prior to receipt of material and a correct invoice. All billing invoices shall include delivery time, purchase order number, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Payment. CONTRACTOR shall submit to the issuing department, after completion of the task or combination of tasks listed by the issuing departments task order, a statement of charges for the work completed under that task order, in conformance with the pricing schedule of this contract, the issuing department shall process the claim for prompt payment in accordance with the standard operating procedures of CITY.
- 5.3. Delivery:** All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. CONTRACTOR shall retain title and control of all goods until they are delivered and accepted by CITY. All risk of transportation and all related charges shall be the responsibility of CONTRACTOR. All claims for visible or concealed damage shall be filed by CONTRACTOR. CITY will notify CONTRACTOR promptly of any damaged goods and shall assist CONTRACTOR in arranging for inspection.
- 5.4. Risk of Loss:** CONTRACTOR shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with CONTRACTOR regardless of receipt.
- 5.5. TAXES:** CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR.
- 5.6. IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless said form is not required by law.
- 5.7. Price Adjustment (Annual).** All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, CITY will entertain a fully documented request for price adjustment. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time the Contract was executed directly correlated to the price of the product concerned.
- 5.8. Acceptance by CITY.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 5.9. Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its products concurrent with a published price reduction made to other customers.
- 6. TERM:**
- 6.1.** The contract term is for a one year period subject to mutually agreed upon additional successive

periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed five years. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.

## 7. USE OF THIS CONTRACT:

- 7.1. CONTRACTOR is aware that there is more than one CONTRACTOR who has been awarded a Contract to provide this type of goods and materials. CITY reserves the right and will issue Purchase Orders for goods and materials based on ability of CONTRACTOR to meet CITY's schedule and/or price.
- 7.2. **Emergency Purchases:** CITY reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.
- 7.3. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the contracted CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at [www.maricopa.gov/materials](http://www.maricopa.gov/materials) and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

## 8. CITY'S CONTRACTUAL REMEDIES:

- 8.1. **Right to Assurance:** If CITY in good faith has reason to believe that CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that CONTRACTOR give a written assurance of intent to perform. Failure by CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at CITY's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. **Non-exclusive Remedies:** The rights and the remedies of CITY under this Contract are not exclusive.
- 8.3. **Nonconforming Tender:** Goods, materials or merchandise supplied under this Contract shall fully comply with this Contract and the specifications included herein. The delivery of goods, materials or merchandise or any portion thereof that do not fully comply constitutes a breach of contract. On delivery of nonconforming goods, materials or merchandise, CITY may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.4. **Right of Offset:** CITY shall be entitled to offset against any sums due to CONTRACTOR, any expenses or costs incurred by CITY, or damages assessed by CITY concerning CONTRACTOR's non-conforming performance or failure to perform the Contract, including costs and damages incurred by CITY.

## 9. TERMINATION:

- 9.1. **Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and

CONTRACTOR'S fee schedule included herein.

**9.2. Termination for Cause:** City may terminate this Agreement for Cause:

Upon the occurrence of any one or more of the following events:

- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
- 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
- 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
- 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR 'S property;
- 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
- 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.

**9.3. Termination for Misrepresentation.** CITY may, upon written notice, terminate this Contract for any attempt by CONTRACTOR to represent any goods or materials not specifically awarded as being under contract with the CITY of Chandler. Any such action is subject to the legal and contractual remedies available to CITY inclusive of, but not limited to, contract cancellation, suspension and/or debarment of CONTRACTOR.

**9.4. Cancellation for Conflict of Interest:** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of CITY is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.

**9.5. Gratuities:** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by the CONTRACTOR or a representative of the CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the CONTRACTOR.

**9.6. Suspension or Debarment:** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that the CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Sub-CONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If the CONTRACTOR becomes suspended or debarred, the CONTRACTOR shall immediately notify CITY.

**9.7. Continuation of Performance Through Termination:** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**9.8. No Waiver:** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

- 9.9. **Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
10. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
11. **Alternate Dispute Resolution.** REQUIREMENT FOR ALTERNATIVE DISPUTE RESOLUTION: Notwithstanding anything to the contrary provided elsewhere in the Agreement documents, the alternate dispute resolution (ADR) process provided herein shall be the exclusive initial means for resolution of claims or disputes and other matters in question between CITY and CONSULTANT arising out of, or relating to the Agreement documents, interpretation of the Agreement, or the performance or the breach by any party thereto, including but not limited to, original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to Agreements containing this ADR provision.

#### A. INTERNAL RESOLUTION PROCESS

1. **Notice:** CONSULTANT shall submit written notice of any claim or dispute to the Purchasing Manager within thirty (30) days of the occurrence, event or disputed response from CITY for immediate resolution pursuant to these provisions. Each claim or dispute shall be submitted and resolved as they occur and not postponed until the end of the Agreement nor lumped together with other pending claims.
2. **Forfeiture:** Failure to submit a notice of any claim, dispute, or other issue within such thirty (30) days shall constitute CONSULTANT'S forfeiture of its right to dispute the issue, raise the claim or make the request and shall also constitute CONSULTANT'S agreement and acceptance of CITY'S position.
3. **CITY Response:** The Agreement Administrator will provide to CONSULTANT a written response to any claim, request for clarification or dispute on or before thirty (30) days from receipt of CONSULTANT'S written claim.
4. **Appeal:** If CONSULTANT disagrees with the response of the Purchasing Manager, within fifteen days of the date of the response by the Agreement Administrator, CONSULTANT shall file with the Assistant Management Services Director, written notice of appeal. The Purchasing Manager shall provide copies of all relevant information concerning the Agreement and claim or dispute to the Assistant Management Services Director who will determine the appeal. The Assistant Management Services Director may request additional information from either party, may hold an informal informational hearing or may make the determination based on the information provided. The Assistant Management Services Director shall make a final determination of the appeal and provide written notice to CONSULTANT within sixty (60) days from the date of CONSULTANT'S written notice of appeal.

#### B. ARBITRATION

1. **Arbitration:** If CONSULTANT is not satisfied with the determination of the Assistant Management Services Director, the following binding arbitration procedure shall serve as the exclusive method to resolve all unresolved disputes in which the claims are for \$500,000 or less except for errors of law

which may be appealed if an award exceeds \$100,000 and is based on an error of law. If CONSULTANT chooses not to accept the decision of the Assistant Management Services Director, CONSULTANT shall notify the Agreement Administrator in writing within ten (10) business days of receipt of the Assistant Management Services Director's decision of a request for arbitration. The CONSULTANT shall post a cash bond with the Arbitrator in the amount of \$5,000, or a greater amount as determined by the Arbitrator, that will defray the cost of the arbitration as set forth in paragraph E, Fees and Costs, and proceeds from said bond shall be allocated in accordance with said paragraph by the Arbitrator.

- 2. Arbitration Panel:** The Arbitration Panel shall consist of the arbitrators selected by the parties involved in the dispute, (i.e., CITY will select one arbitrator, CONSULTANT will select one arbitrator, and any other CONSULTANT who has a Agreement with CITY which contains this ADR provision and is a party to the same dispute will also select an arbitrator), and the foregoing arbitrators shall select a neutral Arbitrator who will hear the matter and make a final determination, as set forth herein.
- 3. Expedited Hearing:** The parties have structured this procedure with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Arbitrator to set an expedited hearing if circumstances justify it. The Arbitrator shall contact the parties and schedule the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical, but in no event later than sixty (60) days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitrator upon a showing of emergency circumstances.
- 4. Procedure:** The Arbitrator shall conduct the hearing that will resolve disputes in a prompt, cost efficient manner giving due regard to the rights of all parties. Each party shall supply to the Arbitrator a written pre-hearing statement, which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. The Arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to conform to such orders of the Arbitrator.
- 5. Hearing Days:** To effectuate the parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.
- 6. Award:** The Arbitrator shall within ten (10) days from the conclusion of any hearing issue its award. The award shall include an allocation of fees and costs pursuant to the Binding Arbitration Procedure paragraph herein. Any award providing for deferred payment shall include interest at the rate of ten (10%) percent per annum. The award is to be rendered in accordance with the Agreement and the laws of the State of Arizona.
- 7. Scope of Award:** The Arbitrator shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitrator shall also be without authority to issue an award against any individual party in excess of \$500,000, exclusive of interest, arbitration fees, costs, and attorney's fees. If an award is made against any individual party in excess of \$50,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and statement as to how damages were calculated.

- 8. Jurisdiction:** The Arbitrator shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.
- 9. Entry of Judgment:** Any party can make application to the Maricopa County Superior Court for confirmation of any award and for entry of judgment on it.
- 10. Severance and Joinder:** To reduce the possibility of inconsistent adjudications, the Arbitrator, may at the request of any party, join and/or sever parties, and/or claims arising under other Agreements containing this ADR provision, and the Arbitrator may, on his own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes. Nothing herein shall create the right by any party to assert claims against another party not recognized under the substantive law applicable to the dispute. The Arbitrator is not authorized to join to the proceeding parties not in privity with CITY.
- C. APPEAL TO MARICOPA COURTS:** Any party may appeal errors of law by the Arbitrator if, but only if, the errors arise in an award in excess of \$100,000; the exercise by the Arbitrator of any powers contrary to or inconsistent with the Agreement; or any of the grounds provided in A.R.S. 12-1512. Appeals shall be to the Maricopa County Superior Court within fifteen (15) days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this section.
- D. UNIFORM ARBITRATION ACT:** Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as enacted in Arizona in A.R.S. 12-1501, et. seq.
- E. FEES AND COSTS:** Each party shall bear its own fees and costs in connection with any internal dispute resolution procedure. All fees and costs associated with any arbitration before the Arbitrator, including without limitation, the Arbitrator's fees, the prevailing party's attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as provided for herein. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitrator.
- F. EQUITABLE LITIGATION:** Notwithstanding any other provision of ADR to the contrary, any party may petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to ongoing work pending resolution of a dispute pursuant to ADR provided for herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order or award entered by the Arbitrator. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in pursuant to the Alternative Dispute Resolution provisional of this Agreement.
- 12. INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or

anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property.

- 13. NOTICES:** All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

<p>In the case of CITY</p> <p>Department: Central Supply</p> <p>Contact: William Robinson</p> <p>Mailing Address: PO Box 4008, MS 903</p> <p>Physical Address: 975 E. Armstrong Way, Bldg. I</p> <p>City, State, Zip: Chandler, AZ 85286</p> <p>Phone: 480-782-2416</p> <p>FAX: 480-782-2420</p>	<p>In the case of the CONTRACTOR</p> <p>Firm Name: Ryan Herco Flow Solutions</p> <p>Contact: Robert Cosgrove</p> <p>Address: 1248 W. Geneva Dr.</p> <p>City, State, Zip: Tempe, AZ 85282</p> <p>Phone: 800-848-1141</p> <p>FAX: 480-967-7337</p>
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Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

**14. GENERAL TERMS:**

**14.1. Entire Agreement:** This Contract, including Exhibit A attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives or each party.

**14.2. Arizona Law:** This Contract shall be governed and interpreted according to the laws of the State of Arizona.

**14.3. Assignment:** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of CITY.

**14.4. Amendments:** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by CITY in writing or made unilaterally by the CONTRACTOR are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on those changes.

**14.5. Conflict of Interest:**

**14.5.1 No Kickback:** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of City Council or any employee of CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to CITY.

**14.5.2 Kickback Termination:** CITY may cancel this Contract, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of



EXHIBIT A  
SPECIFICATIONS / PRICING

ITEM	DESCRIPTION	Qty	U.O.M.	Unit Price	Extended Price
2	ADAPTER, PVC SCH 40 FEMALE IRON-PIPE X SLIP 3/4	20	EA	\$ 0.18	\$ 3.60
3	ADAPTER, PVC SCH 40 MALE IRON-PIPE X SLIP 3/4"	30	EA	\$ 0.13	\$ 3.90
4	ADAPTER, PVC SCH 40, FEMALE IRON-PIPE X SLIP 1"	15	EA	\$ 0.21	\$ 3.15
5	ADAPTER, PVC, SCH 80, S X MT, 3/4", #3636-007	2	EA	\$ 1.48	\$ 2.96
6	ADAPTER, PVC, SCH 80, S X MT, 3/2", #3836-030	8	EA	\$ 6.00	\$ 48.00
8	BUNA-N, O-RING, 1/2", #0694-006	10	EA	\$ 0.18	\$ 1.80
9	BUNA-N, O-RING, 1/4", #0694-003	10	EA	\$ 0.15	\$ 1.50
10	BUNA-N, O-RING, 3/8", #0694-005	10	EA	\$ 0.15	\$ 1.50
11	CAP, PVC SCHEDULE 40 FEMALE IRON PIPE 3/4"	24	EA	\$ 0.28	\$ 6.72
12	CAP, PVC SCHEDULE 40 FEMALE IRON-PIPE 1/2"	40	EA	\$ 0.24	\$ 9.60
13	CAP, PVC SCHEDULE 40 SLIP 1/2"	6	EA	\$ 0.12	\$ 0.72
14	CAP, PVC SCHEDULE 40 SLIP 3/4"	30	EA	\$ 0.13	\$ 3.90
15	CAP, PVC SCHEDULE 40 SLIP 1"	20	EA	\$ 0.21	\$ 4.20
19	CEMENT, PVC, GRAY, 1/2 PT, #3875-0-10	20	EA	\$ 4.41	\$ 88.20
20	CEMENT, PVC, IPS WELD-ON 725, 1/2 PINT	30	EA	\$ 4.37	\$ 131.10
21	CEMENT, PVC, PT, GRAY, #3875-020	10	EA	\$ 7.87	\$ 78.70
23	CONNECTOR, MALE ELBOW, 1/2" X 1/2"	6	EA	\$ 0.67	\$ 4.02
24	CONNECTOR, MALE ELBOW, 1/4" X 1/4"	20	EA	\$ 0.44	\$ 8.80
25	CONNECTOR, MALE ELBOW, 3/8" X 1/2"	10	EA	\$ 0.66	\$ 6.60
26	CONNECTOR, MALE ELBOW, 3/8" X 3/8"	6	EA	\$ 0.57	\$ 3.42
27	CONNECTOR, MALE, 3/8" X 1/2"	10	EA	\$ 0.51	\$ 5.10
28	CONNECTOR, MALE, POLYPRO 1/4"	15	EA	\$ 0.78	\$ 11.70
29	CONNECTOR, THERMOPLASTIC, BLACK, 1/2"	4	EA	\$ 1.47	\$ 5.89
30	CONNECTOR, THERMOPLASTIC, BLACK, 1/2" X 3/8"	3	EA	\$ 1.37	\$ 4.11
31	CONNECTOR, THERMOPLASTIC, BLACK, 3/8"	4	EA	\$ 0.94	\$ 3.76
33	COUPLING, CPVC, SCH 80, S X S, 1", #3629-010	4	EA	\$ 1.77	\$ 7.08
34	COUPLING, CPVC, SCH 80, SPG X S, REDUCER, 1" X 3/4", #3637-131	2	EA	\$ 1.55	\$ 3.10
35	COUPLING, PVC SCHEDULE 40 S X S, 3/4"	125	EA	\$ 0.12	\$ 15.00
36	COUPLING, PVC, EXP, S X SPIGOT, 1", SPEARS #SH11810 EPDM	15	EA	\$ 2.44	\$ 36.60
37	COUPLING, PVC, EXP, S X SPIGOT, 1/2", SPEARS #SH118-05 EPDM	20	EA	\$ 1.86	\$ 37.20
38	COUPLING, PVC, EXP, S X SPIGOT, 1-1/2", 117-115	10	EA	\$ 5.02	\$ 50.20
39	COUPLING, PVC, EXP, S X SPIGOT, 2", SPEARS #SH11820 EPDM	17	EA	\$ 7.76	\$ 131.92
40	COUPLING, PVC, EXP, S X SPIGOT, 3/4", SPEARS #SH118-07 EPDM	60	EA	\$ 2.12	\$ 127.20
41	COUPLING, PVC, SCH 80, 3", S X S	4	EA	\$ 6.09	\$ 24.36
42	COUPLING, PVC, SCHEDULE 40 S X S 2"	20	EA	\$ 0.46	\$ 9.20
45	ELBOW, PVC SCHEDULE 40 FEMALE IRON PIPE X SLIP, 90 X 1"	12	EA	\$ 0.34	\$ 4.08
46	ELBOW, PVC SCHEDULE 40 SLIP X SLIP 45 X 3/4"	12	EA	\$ 0.14	\$ 1.68
47	ELBOW, PVC SCHEDULE 40 SLIP X SLIP 45 X 1"	5	EA	\$ 0.26	\$ 1.30
48	ELBOW, PVC SCHEDULE 40 SLIP X SLIP 90 X 3/4"	75	EA	\$ 0.14	\$ 10.50
49	ELBOW, PVC SCHEDULE 40 SLIP X SLIP 90 X 1"	25	EA	\$ 0.26	\$ 6.50
50	ELBOW, PVC SCHEDULE 40 SLIP X SLIP 90 X 2"	10	EA	\$ 0.76	\$ 7.60
51	ELBOW, PVC, SCH 80, SLIP X SLIP, 90 X 1-1/2"	20	EA	\$ 1.43	\$ 28.60
52	ELBOW, PVC, SCH 80, SLIP X SLIP, 90 X 3"	12	EA	\$ 4.55	\$ 54.60
53	ELBOW, PVC, SCH 80, SLIP X SLIP, 90 X 1/2"	20	EA	\$ 0.49	\$ 9.80
54	ELBOW, PVC, SCH 80, SLIP X SLIP, 90 X 1"	20	EA	\$ 1.00	\$ 20.00

ITEM	DESCRIPTION	Qty	U.O.M.	Unit Price	Extended Price
58	FILTER, CALYPSO BLUE, PLEATED, 20"	20	EA	\$ 59.60	\$ 1,192.00
59	FILTER, CARTRIDGE, 100 MICRONS, MFR. #801-100, #6736-3100	24	EA	\$ 4.89	\$ 117.36
60	FITTING, BULKHEAD, SOC X THD, 1", #7001.2-10	10	EA	\$ 12.05	\$ 120.50
61	FITTING, BULKHEAD, THD X THD, 1", #7011.6-10	10	EA	\$ 13.97	\$ 139.70
62	FITTING, BULKHEAD, THD X THD, 1-1/2", #7001.6-15	10	EA	\$ 18.07	\$ 180.70
64	GAUGE, PRESSURE, 2-1/2", STAINLESS STEEL, 0-30 PSI	1	EA	\$ 45.22	\$ 45.22
65	GRAB RING, PLASTIC, 1/4", #0696-503	10	EA	\$ 0.25	\$ 2.50
66	GRAB RING, PLASTIC, 3/8", #0696-505	10	EA	\$ 0.33	\$ 3.30
67	GRAB RING, STAINLESS STEEL, 1/2", #0696-005	10	EA	\$ 0.13	\$ 1.30
68	GRAB RING, STAINLESS STEEL, 1/4", #0696-003	10	EA	\$ 0.12	\$ 1.20
69	GRAB RING, STAINLESS STEEL, 3/8", #0696-005	10	EA	\$ 0.13	\$ 1.30
70	HANGER, PIPE, #1949-015	12	EA	\$ 1.91	\$ 22.92
71	HOUSING, FILTER, BIG BLUE, 1-1/2" NPT, #6802-110	4	EA	\$ 33.16	\$ 132.64
75	METER, FLOW, IN-LINE, 1/2", .1-1, GPM, BLUE-WHITE, #F-44375LEA-8	1	EA	\$ 92.00	\$ 92.00
79	PIPE, PVC SCH 80, 1"	20	FT	\$ 0.36	\$ 7.20
80	PIPE, PVC SCH 80, 1-1/2"	20	FT	\$ 0.57	\$ 11.40
81	PIPE, PVC, CLASS 200, BE, 3/4"	20	FT	\$ 0.11	\$ 2.20
82	PIPE, PVC, SCH 40, 1"	40	FT	\$ 0.23	\$ 9.20
83	PIPE, PVC, SCH 40, 3/4"	60	FT	\$ 0.16	\$ 9.60
84	PIPE, PVC, SCH 40, 4" "TAX EXEMPT"	20	FT	\$ 1.45	\$ 29.00
85	PIPE, PVC, SCH 80, HEAVY WALL, 3", #3905-030	40	FT	\$ 1.62	\$ 64.80
88	PUMP, DIAPHRAM, CHEMICAL FEED, #6012-012	1	EA	\$ 305.62	\$ 305.62
89	PUMP, METERING, PVC 3/8"	1	EA	\$ 454.00	\$ 454.00
92	ROTAMETER, ACRYLIC, TUBE PANEL-MOUNT, 8-50 GAL	10	EA	\$ 130.89	\$ 1,308.90
93	SCREEN, FOOT VALVE, PVC, 1-1/2", 5101S-115	4	EA	\$ 54.99	\$ 219.96
94	SHEET, RIGID, PVC, 1/2	2	EA	\$ 194.32	\$ 388.64
95	SHEET, STANDARD, PVC, 1/4, GRAY TYPE 1	1	EA	\$ 97.15	\$ 97.15
96	SHEET, STANDARD, PVC, 3/8, GRAY TYPE 1	4	EA	\$ 145.73	\$ 582.92
108	TANK, 30 GAL, HORIZONTAL LEG, SNYDER, #7362-003	1	EA	\$ 130.65	\$ 130.65
109	TANK, RECTANGULAR, LINEAR POLYETH, #7172-160	2	EA	\$ 334.75	\$ 669.50
112	TEE, PVC, SCH 40, SLIP X SLIP X SLIP, 1"	12	EA	\$ 0.34	\$ 4.08
113	TEE, PVC, SCH 40, SLIP X SLIP X SLIP, 2"	24	EA	\$ 0.94	\$ 22.56
114	TEE, PVC, SCH 40, SLIP X SLIP X SLIP, 3/4"	24	EA	\$ 0.18	\$ 4.32
115	TEE, PVC, SCH 80, 1 1/2", SLIP X SLIP X SLIP	20	EA	\$ 4.93	\$ 98.60
116	TEE, PVC, SCH 80, 1/2", SLIP X SLIP X SLIP	20	EA	\$ 1.36	\$ 27.20
117	TEE, PVC, SCH 80, 1" SLIP X SLIP X SLIP	20	EA	\$ 1.79	\$ 35.80
118	TEE, REDUCER, CPVC, SCH 80, SLIP X SLIP X SLIP, 2" X 1-1/2"	1	EA	\$ 13.02	\$ 13.02
121	TUBE, PVC, CLEAR, HERCO-BRAID, 1"	50	FT	\$ 2.33	\$ 116.50
122	TUBE, PVC, CLEAR, HERCO-BRAID, 1/2"	100	FT	\$ 0.91	\$ 91.00
124	UNION, POLYPRO, CONNECTOR, 1/4"	15	EA	\$ 0.48	\$ 7.20
125	UNION, PVC, SCH 80, S X S, VITON 1"	6	EA	\$ 2.61	\$ 15.66
126	UNION, PVC, SCH 80, T X T, VITON 1"	10	EA	\$ 3.89	\$ 38.90
127	UNION, TEE, 1/2" X 1/2" X 1/2"	6	EA	\$ 1.29	\$ 7.74
128	UNION, TEE, 1/4" X 1/4", 1/4"	10	EA	\$ 0.81	\$ 8.10
129	UNION, TEE, 3/8" X 3/8" X 3/8"	6	EA	\$ 1.08	\$ 6.48
130	VALVE, BALL CHECK, 1", CHEMTROL, #5109N-10	6	EA	\$ 24.09	\$ 144.54
131	VALVE, BALL PVC TRU-UNION VITON SCH 80, 1" GR	3	EA	\$ 22.58	\$ 67.74
133	VALVE, BALL, CPVC, TRU-UNION, 2"	1	EA	\$ 64.91	\$ 64.91
134	VALVE, BALL, CPVC, TRU-UNION, VITON, SOC, 1" SPEARS, #5005S0-10	4	EA	\$ 32.11	\$ 128.44

ITEM	DESCRIPTION	Qty	U.O.M.	Unit Price	Extended Price
135	VALVE, BALL, CPVC, TRU-UNION, VITON, SOC, 2" SPEARS, #5005S0-20	2	EA	\$ 74.62	\$ 149.24
136	VALVE, BALL, PVC, 1", SPEARS #1829-010	12	EA	\$ 20.57	\$ 246.84
137	VALVE, BALL, PVC, 1-1/2", SPEARS #3629-015	6	EA	\$ 27.42	\$ 164.52
138	VALVE, BALL, PVC, 2", SPEARS, #3629-020	36	EA	\$ 36.19	\$ 1,302.84
139	VALVE, BALL, PVC, CHEMTROL, SCH 80, 3"	8	EA	\$ 102.29	\$ 818.32
140	VALVE, BALL, PVC, TRU-UNION, CHEMTROL, SCH 80, 1/2", 5001N-005	5	EA	\$ 15.99	\$ 79.95
141	VALVE, BALL, PVC, TRU-UNION, CHEMTROL, SCH 80, 1-1/2", 5001N-015	5	EA	\$ 35.70	\$ 178.50
142	VALVE, BALL, PVC, TRU-UNION, CHEMTROL, SCH 80, 2", 5001N-020	10	EA	\$ 47.03	\$ 470.30
146	VALVE, CHECK, BALL, HAYWARD, 1/2", #5102H-005	10	EA	\$ 19.68	\$ 196.80
147	VALVE, CHECK, BALL, HAYWARD, 1-1/2", #5102H-015	10	EA	\$ 46.43	\$ 464.30
148	VALVE, DIAPHAM, PVC, EPDM, 1", #5279-010	4	EA	\$ 81.00	\$ 324.00
149	VALVE, DIAPHAM, PVC, VITON, 1", #5276-5-10	4	EA	\$ 106.96	\$ 427.84
150	VALVE, FLOAT, PISTON, 43401403282, #PS100SS	12	EA	\$ 32.31	\$ 387.72
151	VALVE, FLOAT, PVC, PISTON, RYAN HERCO #5410-007	4	EA	\$ 22.11	\$ 88.44
152	VALVE, FLOAT, PVC, PISTON, RYAN HERCO #5410-307	20	EA	\$ 21.71	\$ 434.20
161	VALVE, SHUT-OFF, SPEEDFIT, POLYPRO, 1/4"	15	EA	\$ 3.17	\$ 47.55
164	VALVE, SPIGOT, 1", PVC Y-GLOBE, #5242-010	2	EA	\$ 80.10	\$ 160.20
165	VALVE, SPIGOT, 1-1/2", PVC Y-GLOBE, #5242-015	2	EA	\$ 125.10	\$ 250.20
166	VALVE, SPIGOT, 3/4", #7500-007	12	EA	\$ 5.80	\$ 69.60
168	VALVE, TECHNOCHECK, 2", PLAIN RED, EPDM SEALS, #5104PV-020	4	EA	\$ 81.60	\$ 326.40
	<b>TOTAL AMOUNT</b>				<b>\$14,863.40</b>

CITY OF CHANDLER PURCHASE CONTRACT  
PLUMBING & IRRIGATION SUPPLIES  
AGREEMENT NO.: BF9-914-2742

THIS AGREEMENT is made and entered into this [REDACTED] day of [REDACTED], 200[REDACTED], by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and HD Supply Waterworks, hereinafter referred to as "CONTRACTOR".

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**1. CONTRACT ADMINISTRATION AND OPERATION:**

- 1.1. Contract Administrator:** CONTRACTOR shall act under the authority and approval of the Central Supply Supervisor/designee (Contract Administrator), to provide the goods and merchandise required by this Contract.
- 1.2. Ordering Instructions:** Authorization for purchases under the terms and conditions of this contract will be made only upon issuance of a CITY Purchase Order, a Contract Release Order or use of a City Procurement Card.
- 1.3. Ordering Process.** Upon award of a contract by the City, any designated department may procure the specific product, equipment or material awarded by the issuance of a Contract Purchase Order to the appropriate CONTRACTOR. Each Contract Purchase Order must cite the correct Chandler contract number.
- 1.4. Usage Report. Annually** CONTRACTOR shall furnish CITY a usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by CITY and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit.

**2. GOODS AND MERCHANDISE TO BE PROVIDED:** CONTRACTOR shall provide to CITY the goods and merchandise listed on Exhibit A, attached hereto and made a part hereof by reference, at the prices listed on Exhibit A, all as more specifically set forth in the Specifications and details included therein.

- 2.1. Safety Standards:** All items supplied pursuant to this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
- 2.2. Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
- 2.3. Product Discontinuance (Categories):** In the event that a required product or model is discontinued by the manufacturer, CITY at its sole discretion may allow CONTRACTOR to provide a substitute for the discontinued item. CONTRACTOR shall request permission to substitute a new product or model and provide the following:
  - 2.3.1.** A formal announcement from the manufacturer that the product or model has been discontinued.
  - 2.3.2.** Documentation from the manufacturer that names the replacement product or model.
  - 2.3.3.** Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
  - 2.3.4.** Documentation confirming that the price for the replacement is the same as or less than the

discontinued model.

- 2.3.5. If requested by CITY, CONTRACTOR shall provide a sample of the replacement product.
- 2.4. **Licenses:** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by CONTRACTOR as applicable to this contract.
- 2.5. **Contract Orders:** CONTRACTOR shall, in accordance with all terms and conditions of this Contract, fully perform and shall be obligated to comply with all contract orders received by CONTRACTOR prior to the expiration or termination hereof, unless otherwise directed in writing by the Contract Administrator, including, without limitation, all contract orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
- 2.6. **Advertising, Publishing and Promotion of Contract:** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 2.7. **Compliance With Applicable Laws:** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.
- 2.8. **Assignment:** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of CITY.
- 2.9. **Amendments:** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by CITY in writing or made unilaterally by the CONTRACTOR are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on those changes.
- 2.10. **Payment.** A separate invoice shall be issued for each shipment of goods or materials, and no payment will be issued prior to receipt of goods or materials and receipt of a correct invoice.
- 2.11. **Estimated Quantities.** The quantities shown on Exhibit A (Specifications and Pricing) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. CITY reserves the right to increase or decrease the quantities actually required.
- 2.12. **Catalogs/Contract Price Listing.** As applicable, the CONTRACTOR(s) shall be required to furnish to all requesting departments catalogs at no cost, which will outline contract prices.
- 2.13. **Current Models.** It is CITY's intent to procure materials of the latest technology. All materials bid must be in current production and parts must be available for a minimum of five (5) years from bid date.
- 2.14. **Current Products.** All products offered in response to this solicitation shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
- 2.15. **New/Current Products.** All goods, equipment, materials, parts and other components supplied pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended.

**2.16. New Products.** New products announced by manufacturers on contract may be submitted by the CONTRACTOR for add-ons to the existing contract. Pricing shall be equivalent to the percentage discount for each brand or class of product originally offered.

**2.17. Packing and Shipping.** The CONTRACTOR shall be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address and purchase order number.

### **3. Warranties:**

**3.1. Liens:** CONTRACTOR warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

**3.2. Quality:** Unless otherwise modified elsewhere in these terms and conditions, CONTRACTOR warrants that, for one year after acceptance by CITY of the materials, they shall be:

**3.2.1.** Of a quality to pass without objection in the trade under the Contract description;

**3.2.2.** Fit for the intended purposes for which the materials are used;

**3.2.3.** Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

**3.2.4.** Adequately contained, packaged and marked as the Contract may require; and

**3.2.5.** Conform to the written promises or affirmations of fact made by CONTRACTOR.

**3.3. Fitness:** CONTRACTOR warrants that any material supplied to CITY shall fully conform to all requirements of the Contract and all representations of CONTRACTOR, and shall be fit for all purposes and uses required by the Contract.

**3.4. Inspection/Testing:** The warranties set forth in Section 3 herein are not affected by inspection or testing of or payment for the materials by CITY.

**3.5. One-Year Warranty.** CONTRACTOR must provide a one-year warranty on all goods or equipment supplied pursuant to this Contract.

**4. ACCEPTANCE AND DOCUMENTATION:** All goods are subject to final inspection and acceptance by CITY. Material failing to meet the requirements of this Contract will be held at CONTRACTOR's risk and may be returned to CONTRACTOR. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of CONTRACTOR. CITY may elect to do any or all of the following: Waive the non-conformance; stop the work immediately; or bring the material into compliance. Defective Products. All defective products shall be replaced and exchanged by CONTRACTOR. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the CONTRACTOR. All replacement products must be received by CITY within seven (7) days of initial notification

**4.1. Records.** The CONTRACTOR shall retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

**4.2. Audit.** At any time during the term of this Contract and five (5) years thereafter, CONTRACTOR's books and records shall be subject to audit by CITY to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, CONTRACTOR shall produce a legible copy of any or all such records.

- 4.3. **Delivery.** Delivery shall be made within ~~seven~~ (7) calendar days after receipt of a Contract Purchase Order (ARO).
5. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed ~~Thirty Two Thousand Three Hundred Eight~~ Dollars and Sixty Cents (\$32,308.60) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit A, attached hereto and made a part hereof by reference.
- 5.1. **Pricing:** Prices stated include all freight, insurance, warranty costs, and any other applicable costs.
- 5.2. **Payment:** A separate invoice shall be issued for each shipment of goods or merchandise, and no payment will be issued prior to receipt of material and a correct invoice. All billing invoices shall include delivery time, purchase order number, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Payment. CONTRACTOR shall submit to the issuing department, after completion of the task or combination of tasks listed by the issuing departments task order, a statement of charges for the work completed under that task order, in conformance with the pricing schedule of this contract, the issuing department shall process the claim for prompt payment in accordance with the standard operating procedures of CITY.
- 5.3. **Delivery:** All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. CONTRACTOR shall retain title and control of all goods until they are delivered and accepted by CITY. All risk of transportation and all related charges shall be the responsibility of CONTRACTOR. All claims for visible or concealed damage shall be filed by CONTRACTOR. CITY will notify CONTRACTOR promptly of any damaged goods and shall assist CONTRACTOR in arranging for inspection.
- 5.4. **Risk of Loss:** CONTRACTOR shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with CONTRACTOR regardless of receipt.
- 5.5. **TAXES:** CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR.
- 5.6. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless said form is not required by law.
- 5.7. **Price Adjustment (Annual).** All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, CITY will entertain a fully documented request for price adjustment. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time the Contract was executed directly correlated to the price of the product concerned.
- 5.8. **Acceptance by CITY.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 5.9. **Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its products concurrent with a published price reduction made to other customers.
6. **TERM:**
- 6.1. The contract term is for a one year period subject to mutually agreed upon additional successive

periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed five years. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.

## 7. USE OF THIS CONTRACT:

- 7.1. CONTRACTOR is aware that there is more than one CONTRACTOR who has been awarded a Contract to provide this type of goods and materials. CITY reserves the right and will issue Purchase Orders for goods and materials based on ability of CONTRACTOR to meet CITY's schedule and/or price.
- 7.2. **Emergency Purchases:** CITY reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.
- 7.3. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the contracted CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at [www.maricopa.gov/materials](http://www.maricopa.gov/materials) and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

## 8. CITY'S CONTRACTUAL REMEDIES:

- 8.1. **Right to Assurance:** If CITY in good faith has reason to believe that CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that CONTRACTOR give a written assurance of intent to perform. Failure by CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at CITY's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. **Non-exclusive Remedies:** The rights and the remedies of CITY under this Contract are not exclusive.
- 8.3. **Nonconforming Tender:** Goods, materials or merchandise supplied under this Contract shall fully comply with this Contract and the specifications included herein. The delivery of goods, materials or merchandise or any portion thereof that do not fully comply constitutes a breach of contract. On delivery of nonconforming goods, materials or merchandise, CITY may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.4. **Right of Offset:** CITY shall be entitled to offset against any sums due to CONTRACTOR, any expenses or costs incurred by CITY, or damages assessed by CITY concerning CONTRACTOR's non-conforming performance or failure to perform the Contract, including costs and damages incurred by CITY.

## 9. TERMINATION:

- 9.1. **Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and

CONTRACTOR'S fee schedule included herein.

**9.2. Termination for Cause:** City may terminate this Agreement for Cause:

Upon the occurrence of any one or more of the following events:

- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
- 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
- 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
- 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR 'S property;
- 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
- 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.

**9.3. Termination for Misrepresentation.** CITY may, upon written notice, terminate this Contract for any attempt by CONTRACTOR to represent any goods or materials not specifically awarded as being under contract with the CITY of Chandler. Any such action is subject to the legal and contractual remedies available to CITY inclusive of, but not limited to, contract cancellation, suspension and/or debarment of CONTRACTOR.

**9.4. Cancellation for Conflict of Interest:** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of CITY is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.

**9.5. Gratuities:** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by the CONTRACTOR or a representative of the CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the CONTRACTOR.

**9.6. Suspension or Debarment:** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that the CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Sub-CONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If the CONTRACTOR becomes suspended or debarred, the CONTRACTOR shall immediately notify CITY.

**9.7. Continuation of Performance Through Termination:** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**9.8. No Waiver:** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

- 9.9. **Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
10. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
11. **Alternate Dispute Resolution.** REQUIREMENT FOR ALTERNATIVE DISPUTE RESOLUTION: Notwithstanding anything to the contrary provided elsewhere in the Agreement documents, the alternate dispute resolution (ADR) process provided herein shall be the exclusive initial means for resolution of claims or disputes and other matters in question between CITY and CONSULTANT arising out of, or relating to the Agreement documents, interpretation of the Agreement, or the performance or the breach by any party thereto, including but not limited to, original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to Agreements containing this ADR provision.

#### A. INTERNAL RESOLUTION PROCESS

1. **Notice:** CONSULTANT shall submit written notice of any claim or dispute to the Purchasing Manager within thirty (30) days of the occurrence, event or disputed response from CITY for immediate resolution pursuant to these provisions. Each claim or dispute shall be submitted and resolved as they occur and not postponed until the end of the Agreement nor lumped together with other pending claims.
2. **Forfeiture:** Failure to submit a notice of any claim, dispute, or other issue within such thirty (30) days shall constitute CONSULTANT'S forfeiture of its right to dispute the issue, raise the claim or make the request and shall also constitute CONSULTANT'S agreement and acceptance of CITY'S position.
3. **CITY Response:** The Agreement Administrator will provide to CONSULTANT a written response to any claim, request for clarification or dispute on or before thirty (30) days from receipt of CONSULTANT'S written claim.
4. **Appeal:** If CONSULTANT disagrees with the response of the Purchasing Manager, within fifteen days of the date of the response by the Agreement Administrator, CONSULTANT shall file with the Assistant Management Services Director, written notice of appeal. The Purchasing Manager shall provide copies of all relevant information concerning the Agreement and claim or dispute to the Assistant Management Services Director who will determine the appeal. The Assistant Management Services Director may request additional information from either party, may hold an informal informational hearing or may make the determination based on the information provided. The Assistant Management Services Director shall make a final determination of the appeal and provide written notice to CONSULTANT within sixty (60) days from the date of CONSULTANT'S written notice of appeal.

#### B. ARBITRATION

1. **Arbitration:** If CONSULTANT is not satisfied with the determination of the Assistant Management Services Director, the following binding arbitration procedure shall serve as the exclusive method to resolve all unresolved disputes in which the claims are for \$500,000 or less except for errors of law

which may be appealed if an award exceeds \$100,000 and is based on an error of law. If CONSULTANT chooses not to accept the decision of the Assistant Management Services Director, CONSULTANT shall notify the Agreement Administrator in writing within ten (10) business days of receipt of the Assistant Management Services Director's decision of a request for arbitration. The CONSULTANT shall post a cash bond with the Arbitrator in the amount of \$5,000, or a greater amount as determined by the Arbitrator, that will defray the cost of the arbitration as set forth in paragraph E, Fees and Costs, and proceeds from said bond shall be allocated in accordance with said paragraph by the Arbitrator.

- 2. Arbitration Panel:** The Arbitration Panel shall consist of the arbitrators selected by the parties involved in the dispute, (i.e., CITY will select one arbitrator, CONSULTANT will select one arbitrator, and any other CONSULTANT who has a Agreement with CITY which contains this ADR provision and is a party to the same dispute will also select an arbitrator), and the foregoing arbitrators shall select a neutral Arbitrator who will hear the matter and make a final determination, as set forth herein.
- 3. Expedited Hearing:** The parties have structured this procedure with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Arbitrator to set an expedited hearing if circumstances justify it. The Arbitrator shall contact the parties and schedule the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical, but in no event later than sixty (60) days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitrator upon a showing of emergency circumstances.
- 4. Procedure:** The Arbitrator shall conduct the hearing that will resolve disputes in a prompt, cost efficient manner giving due regard to the rights of all parties. Each party shall supply to the Arbitrator a written pre-hearing statement, which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. The Arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to conform to such orders of the Arbitrator.
- 5. Hearing Days:** To effectuate the parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.
- 6. Award:** The Arbitrator shall within ten (10) days from the conclusion of any hearing issue its award. The award shall include an allocation of fees and costs pursuant to the Binding Arbitration Procedure paragraph herein. Any award providing for deferred payment shall include interest at the rate of ten (10%) percent per annum. The award is to be rendered in accordance with the Agreement and the laws of the State of Arizona.
- 7. Scope of Award:** The Arbitrator shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitrator shall also be without authority to issue an award against any individual party in excess of \$500,000, exclusive of interest, arbitration fees, costs, and attorney's fees. If an award is made against any individual party in excess of \$50,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and statement as to how damages were calculated.

- 8. Jurisdiction:** The Arbitrator shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.
- 9. Entry of Judgment:** Any party can make application to the Maricopa County Superior Court for confirmation of any award and for entry of judgment on it.
- 10. Severance and Joinder:** To reduce the possibility of inconsistent adjudications, the Arbitrator, may at the request of any party, join and/or sever parties, and/or claims arising under other Agreements containing this ADR provision, and the Arbitrator may, on his own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes. Nothing herein shall create the right by any party to assert claims against another party not recognized under the substantive law applicable to the dispute. The Arbitrator is not authorized to join to the proceeding parties not in privity with CITY.
- C. APPEAL TO MARICOPA COURTS:** Any party may appeal errors of law by the Arbitrator if, but only if, the errors arise in an award in excess of \$100,000; the exercise by the Arbitrator of any powers contrary to or inconsistent with the Agreement; or any of the grounds provided in A.R.S. 12-1512. Appeals shall be to the Maricopa County Superior Court within fifteen (15) days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this section.
- D. UNIFORM ARBITRATION ACT:** Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as enacted in Arizona in A.R.S. 12-1501, et. seq.
- E. FEES AND COSTS:** Each party shall bear its own fees and costs in connection with any internal dispute resolution procedure. All fees and costs associated with any arbitration before the Arbitrator, including without limitation, the Arbitrator's fees, the prevailing party's attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as provided for herein. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitrator.
- F. EQUITABLE LITIGATION:** Notwithstanding any other provision of ADR to the contrary, any party may petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to ongoing work pending resolution of a dispute pursuant to ADR provided for herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order or award entered by the Arbitrator. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in pursuant to the Alternative Dispute Resolution provisional of this Agreement.
- 12. INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or

anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property.

- 13. NOTICES:** All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

<p>In the case of CITY</p> <p>Department: Central Supply</p> <p>Contact: William Robinson</p> <p>Mailing Address: PO Box 4008, MS 903</p> <p>Physical Address: 975 E. Armstrong Way, Bldg. I</p> <p>City, State, Zip: Chandler, AZ 85286</p> <p>Phone: 480-782-2416</p> <p>FAX: 480-782-2420</p>	<p>In the case of the CONTRACTOR</p> <p>Firm Name: HD Supply Waterworks</p> <p>Contact: Doug Donahue</p> <p>Address: 115 W. Baseline Rd.</p> <p>City, State, Zip: Gilbert, AZ 85233</p> <p>Phone: 480-926-0979</p> <p>FAX: 480-926-3332</p>
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Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

**14. GENERAL TERMS:**

**14.1. Entire Agreement:** This Contract, including Exhibit A attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives or each party.

**14.2. Arizona Law:** This Contract shall be governed and interpreted according to the laws of the State of Arizona.

**14.3. Assignment:** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of CITY.

**14.4. Amendments:** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by CITY in writing or made unilaterally by the CONTRACTOR are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on those changes.

**14.5. Conflict of Interest:**

**14.5.1 No Kickback:** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of City Council or any employee of CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to CITY.

**14.5.2 Kickback Termination:** CITY may cancel this Contract, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of



EXHIBIT A  
SPECIFICATIONS / PRICING

ITEM	DESCRIPTION	Qty	U.O.M.	Unit Price	Extended Price
22	CLAMP, PIPE 1-1/2"	20	EA	\$ 0.34	\$ 6.80
43	DIAPHRAGM, 1-1/2", RAINBRID PEB #234882	10	EA	\$ 32.40	\$ 324.00
44	DIAPHRAGM, 2", RAINBRID PEB #208605	10	EA	\$ 33.95	\$ 339.50
86	PRIMER, PVC, 1/2 PT, PURPLE, #3484-010	20	EA	\$ 3.26	\$ 65.20
87	PRIMER, PVC, PT, PURPLE, #3484-020	10	EA	\$ 6.08	\$ 60.80
97	SPRINKER HEAD, HUNTER I-20 STAINLESS STEEL ADJ.	144	EA	\$ 13.80	\$ 1,987.20
98	SPRINKLER HEAD, 1" ADJUSTABLE, HUNTER ADJ, I25-ADV, PLASTIC RISER W/DVC	72	EA	\$ 20.00	\$ 1,440.00
99	SPRINKLER HEAD, 1" STAINLESS STEEL HEAD, 90 TO 360 DEG, 140-ADS-00, HUNTER	100	EA	\$ 38.00	\$ 3,800.00
100	SPRINKLER HEAD, 1", 360, HUNTER, PLASTIC HEAD, I25-36V, FULL CIRCLE GEAR ROTOR	48	EA	\$ 20.00	\$ 960.00
101	SPRINKLER HEAD, 1" 360 DEG, I-40-36S-00 STAINLESS STEEL HEAD, HUNTER	36	EA	\$ 38.00	\$ 1,368.00
102	SPRINKLER HEAD, 3/4", ADJ 90 TO 360 DEG, STAINLESS STEEL HEAD, 120-ADV HUNTER	24	EA	\$ 11.20	\$ 268.80
103	SPRINKLER HEAD, HUNTER 1-40 36S ON, FULL CIRCLE, ROOSTER TAIL ROTOR	18	EA	\$ 42.00	\$ 756.00
104	SPRINKLER HEAD, HUNTER, I-20, 360S	6	EA	\$ 13.80	\$ 82.80
105	SPRINKLER HEAD, STAINLESS STEEL HEAD, HUNTER I-25, ADJ	120	EA	\$ 26.80	\$ 3,216.00
106	SPRINKLER HEAD, STAINLESS STEEL HEAD, HUNTER I-25; 360S36E	36	EA	\$ 26.80	\$ 964.80
107	STRAINER, PVC, Y, 1"	2	EA	\$ 10.96	\$ 21.92
110	TAPE, TEFLON, 1/2" X 260", RYAN HERCO #8000-326	10	EA	\$ 0.28	\$ 2.80
111	TAPE, TEFLON, 3/4" X 260", RYAN HERCO #8000-426	10	EA	\$ 0.52	\$ 5.20
123	TUBE, STAINLESS SQUARE, 316, 4"H X 4"W, 3/16" THICKNESS, 20 FT LONG	4	EA	\$ 765.00	\$ 3,060.00
132	VALVE, BALL THREADED 1/2 IPS "DOMESTIC"	6	EA	\$ 3.70	\$ 22.20
143	VALVE, BALL, PVC, TRU-UNION, EPDM, SCH 80, 3/4", GRAY, #1080-007	2	EA	\$ 18.56	\$ 37.12
144	VALVE, BALL, PVC, VITON, 1-1/2"	4	EA	\$ 31.12	\$ 124.48
145	VALVE, BALL, THREADED 3/4 IPS, "DOMESTIC"	6	EA	\$ 4.39	\$ 26.34
153	VALVE, FLOW CONTROL, 1", HUNTER, #ICV-101G-FS	40	EA	\$ 58.00	\$ 2,320.00
154	VALVE, FLOW CONTROL, 2", HUNTER, #ICV-201G-FS	24	EA	\$ 94.40	\$ 2,265.60
158	VALVE, REMOTE CONTROL, ELECTRIC, PEB, 2", RAINBIRD	32	EA	\$ 77.21	\$ 2,470.72
159	VALVE, SCRUBBER 1" COMMERCIAL GRADE	36	EA	\$ 59.87	\$ 2,155.32
160	VALVE, SCRUBBER 1-1/2" COMMERCIAL GRADE	12	EA	\$ 76.38	\$ 916.56
162	VALVE, SOLENOID 1" IRRITROL #2500TF	72	EA	\$ 13.23	\$ 952.56
163	VALVE, SOLENOID 1-1/2" IRRITROL, #216B	48	EA	\$ 38.81	\$ 1,862.88
167	VALVE, SPRINKLER ELECT. 1" HYDRORAIN 100-1FC	10	EA	\$ 42.50	\$ 425.00
	<b>TOTAL AMOUNT</b>				<b>\$ 32,308.60</b>

Bid Tab; Bid No. BF9-914-2742				Fullerform		Horizon		Brown's Partsmaster		Central Arizona Supply		Riverside		HD Supply		Ryan Herco		HD Supply Waterworks			
ITEM	DESCRIPTION	Qty	U.O.M.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price		
1	ACTUATOR, ASSEMBLY, (SLOAN #HY33A-1-48)	2	EA	\$ -	\$ -	\$ -	\$ -	\$ 45.57	\$ 91.14	\$ 58.00	\$ 116.00	\$ 49.35	\$ 98.70		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2	ADAPTER, PVC SCH 40 FEMALE IRON-PIPE X SLIP 3/4"	20	EA	\$ 0.19	\$ 3.80	\$ 0.21	\$ 4.16	\$ -	\$ -	\$ 0.31	\$ 6.16	\$ -	\$ -		\$ -	\$ 0.18	\$ 3.60	\$ 0.19	\$ 3.80	\$ 0.19	\$ 3.80
3	ADAPTER, PVC SCH 40 MALE IRON-PIPE X SLIP 3/4"	30	EA	\$ 0.13	\$ 3.90	\$ 0.15	\$ 4.37	\$ -	\$ -	\$ 0.22	\$ 6.48	\$ -	\$ -		\$ -	\$ 0.13	\$ 3.90	\$ 0.13	\$ 3.90	\$ 0.13	\$ 3.90
4	ADAPTER, PVC SCH 40, FEMALE IRON-PIPE X SLIP 1"	15	EA	\$ 0.21	\$ 3.15	\$ 0.24	\$ 3.60	\$ -	\$ -	\$ 0.36	\$ 5.34	\$ -	\$ -		\$ -	\$ 0.21	\$ 3.15	\$ 0.21	\$ 3.15	\$ 0.21	\$ 3.15
5	ADAPTER, PVC, SCH 80, S X MT, 3/4", #3836-007	2	EA	\$ 1.57	\$ 3.14	\$ 1.75	\$ 3.49	\$ -	\$ -	\$ 2.33	\$ 4.66	\$ -	\$ -		\$ -	\$ 1.48	\$ 2.96	\$ 1.42	\$ 2.84	\$ 1.42	\$ 2.84
6	ADAPTER, PVC, SCH 80, S X MT, 3/2", #3836-030	8	EA	\$ 8.34	\$ 66.72	\$ 9.27	\$ 74.15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ 6.00	\$ 48.00	\$ 7.55	\$ 60.40	\$ 7.55	\$ 60.40
7	BOLT, TOILET, BREAK-AWAY, 1/4" X 2-1/4" RING, WA	10	EA	\$ -	\$ -	\$ -	\$ -	\$ 1.75	\$ 17.50	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	BUNA-N, O-RING, 1/2", #0694- 006	10	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ 0.18	\$ 1.80	\$ -	\$ -	\$ -	\$ -
9	BUNA-N, O-RING, 1/4", #0694- 003	10	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ 0.15	\$ 1.50	\$ -	\$ -	\$ -	\$ -
10	BUNA-N, O-RING, 3/8", #0694- 005	10	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ 0.15	\$ 1.50	\$ -	\$ -	\$ -	\$ -
11	CAP, PVC SCHEDULE 40 FEMALE IRON PIPE 3/4"	24	EA	\$ 0.28	\$ 6.72	\$ 0.32	\$ 7.65	\$ -	\$ -	\$ 0.47	\$ 11.33	\$ -	\$ -		\$ -	\$ 0.28	\$ 6.72	\$ 0.28	\$ 6.72	\$ 0.28	\$ 6.72
12	CAP, PVC SCHEDULE 40 FEMALE IRON-PIPE 1/2"	40	EA	\$ 0.24	\$ 9.60	\$ 0.28	\$ 11.12	\$ -	\$ -	\$ 0.41	\$ 16.32	\$ -	\$ -		\$ -	\$ 0.24	\$ 9.60	\$ 0.25	\$ 10.00	\$ 0.25	\$ 10.00
13	CAP, PVC SCHEDULE 40 SLIP 1/2"	6	EA	\$ 0.12	\$ 0.72	\$ 0.13	\$ 0.79	\$ -	\$ -	\$ 0.20	\$ 1.18	\$ -	\$ -		\$ -	\$ 0.12	\$ 0.72	\$ 0.12	\$ 0.72	\$ 0.12	\$ 0.72
14	CAP, PVC SCHEDULE 40 SLIP 3/4"	30	EA	\$ 0.13	\$ 3.90	\$ 0.15	\$ 4.54	\$ -	\$ -	\$ 0.22	\$ 6.72	\$ -	\$ -		\$ -	\$ 0.13	\$ 3.90	\$ 0.14	\$ 4.20	\$ 0.14	\$ 4.20
15	CAP, PVC SCHEDULE 40 SLIP 1"	20	EA	\$ 0.21	\$ 4.20	\$ 0.24	\$ 4.81	\$ -	\$ -	\$ 0.36	\$ 7.12	\$ -	\$ -		\$ -	\$ 0.21	\$ 4.20	\$ 0.21	\$ 4.20	\$ 0.21	\$ 4.20
16	CARTRIDGE ASSY., METAL FOR DRINKING FOUNTAIN, HAW5 5010 (#H-3)	25	EA	\$ -	\$ -	\$ -	\$ -	\$ 14.39	\$ 359.75	\$ 29.57	\$ 739.25	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	CARTRIDGE ASSY L, REPLACEMENT PLASTIC FOR HAW5 5010 DRINKING FOUNTAIN, HAW5 5010	36	EA	\$ -	\$ -	\$ -	\$ -	\$ 7.50	\$ 270.00	\$ 16.72	\$ 601.92	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	CEMENT, PVC, 1/2 PINT	11	EA	\$ -	\$ -	\$ 6.09	\$ 67.03	\$ 3.50	\$ 38.50	\$ 3.49	\$ 38.39	\$ -	\$ -		\$ -	\$ 4.41	\$ 48.51	\$ 3.65	\$ 40.15	\$ 3.65	\$ 40.15
19	CEMENT, PVC, GRAY, 1/2 PT, #3875-0-10	20	EA	\$ 5.37	\$ 107.40	\$ 6.09	\$ 121.88	\$ -	\$ -	\$ 4.39	\$ 87.80	\$ -	\$ -		\$ -	\$ 4.41	\$ 88.20	\$ 4.41	\$ 88.20	\$ 4.41	\$ 88.20
20	CEMENT, PVC, IPS WELD-ON 725, 1/2 PINT	30	EA	\$ 5.23	\$ 156.90	\$ 6.03	\$ 180.95	\$ 6.20	\$ 186.00	\$ 5.67	\$ 170.10	\$ -	\$ -		\$ -	\$ 4.37	\$ 131.10	\$ 4.37	\$ 131.10	\$ 4.37	\$ 131.10
21	CEMENT, PVC, PT, GRAY, #3875-020	10	EA	\$ 9.42	\$ 94.20	\$ 10.88	\$ 108.82	\$ -	\$ -	\$ 8.74	\$ 87.40	\$ -	\$ -		\$ -	\$ 7.87	\$ 78.70	\$ 7.88	\$ 78.80	\$ 7.88	\$ 78.80
22	CLAMP, PIPE 1-1/2"	20	EA	\$ -	\$ -	\$ 1.33	\$ 26.50	\$ -	\$ -	\$ 1.63	\$ 32.60	\$ -	\$ -		\$ -	\$ 1.91	\$ 38.20	\$ 0.34	\$ 6.80	\$ 0.34	\$ 6.80
23	CONNECTOR, MALE ELBOW, 1/2" X 1/2"	6	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ 0.67	\$ 4.02	\$ -	\$ -	\$ -	\$ -
24	CONNECTOR, MALE ELBOW, 1/4" X 1/4"	20	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ 0.44	\$ 8.80	\$ -	\$ -	\$ -	\$ -

Bid Tab; Bid No. BF9-914-2742				Fullerform		Horizon		Brown's Partsmaster		Central Arizona Supply		Riverside		HD Supply		Ryan Herco		HD Supply Waterworks	
ITEM	DESCRIPTION	Qty	U.O.M.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
25	CONNECTOR, MALE ELBOW, 3/8" X 1/2"	10	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.66	\$ 6.60	\$ -	\$ -
26	CONNECTOR, MALE ELBOW, 3/8" X 3/8"	6	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.57	\$ 3.42	\$ -	\$ -
27	CONNECTOR, MALE, 3/8" X 1/2"	10	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.51	\$ 5.10	\$ -	\$ -
28	CONNECTOR, MALE, POLYPRO 1/4"	15	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.78	\$ 11.70	\$ -	\$ -
29	CONNECTOR, THERMOPLASTIC, BLACK, 1/2"	4	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.47	\$ 5.89	\$ -	\$ -
30	CONNECTOR, THERMOPLASTIC, BLACK, 1/2" X 3/8"	3	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.37	\$ 4.11	\$ -	\$ -
31	CONNECTOR, THERMOPLASTIC, BLACK, 3/8"	4	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.94	\$ 3.76	\$ -	\$ -
32	CONTROL ROD, 6", FOR FLOAT, 5410R307, #SR06	12	EA	\$ -	\$ -	\$ -	\$ -	\$ 1.54	\$ 18.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2.69	\$ 32.28	\$ -	\$ -
33	COUPLING, CPVC, SCH 80, S X S, 1", #3629-010	4	EA	\$ 2.45	\$ 9.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.77	\$ 7.08	\$ 22.11	\$ 88.44
34	COUPLING, CPVC, SCH 80, SPG X S, REDUCER, 1" X 3/4", #3637-131	2	EA	\$ 2.15	\$ 4.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.55	\$ 3.10	\$ -	\$ -
35	COUPLING, PVC SCHEDULE 40 S X S, 3/4"	125	EA	\$ 0.12	\$ 15.00	\$ -	\$ -	\$ -	\$ -	\$ 0.20	\$ 24.50	\$ -	\$ -	\$ -	\$ -	\$ 0.12	\$ 15.00	\$ 0.12	\$ 15.00
36	COUPLING, PVC, EXP, S X SPIGOT, 1", SPEARS #SH11810 EPDM	15	EA	\$ 2.89	\$ 43.35	\$ -	\$ -	\$ -	\$ -	\$ 3.54	\$ 53.10	\$ -	\$ -	\$ -	\$ -	\$ 2.44	\$ 36.60	\$ 3.12	\$ 46.80
37	COUPLING, PVC, EXP, S X SPIGOT, 1/2", SPEARS #SH118-05 EPDM	20	EA	\$ 2.20	\$ 44.00	\$ -	\$ -	\$ -	\$ -	\$ 2.87	\$ 57.40	\$ -	\$ -	\$ -	\$ -	\$ 1.86	\$ 37.20	\$ 2.38	\$ 47.60
38	COUPLING, PVC, EXP, S X SPIGOT, 1-1/2", 117-115	10	EA	\$ 5.93	\$ 59.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5.02	\$ 50.20	\$ 6.41	\$ 64.10
39	COUPLING, PVC, EXP, S X SPIGOT, 2", SPEARS #SH11820 EPDM	17	EA	\$ 9.17	\$ 155.89	\$ -	\$ -	\$ -	\$ -	\$ 11.16	\$ 189.72	\$ -	\$ -	\$ -	\$ -	\$ 7.76	\$ 131.92	\$ 9.91	\$ 168.47
40	COUPLING, PVC, EXP, S X SPIGOT, 3/4", SPEARS #SH118-07 EPDM	60	EA	\$ 2.50	\$ 150.00	\$ -	\$ -	\$ -	\$ -	\$ 3.00	\$ 180.00	\$ -	\$ -	\$ -	\$ -	\$ 2.12	\$ 127.20	\$ 2.70	\$ 162.00
41	COUPLING, PVC, SCH 80, 3", S X S	4	EA	\$ 8.45	\$ 33.80	\$ -	\$ -	\$ -	\$ -	\$ 12.53	\$ 50.12	\$ -	\$ -	\$ -	\$ -	\$ 6.09	\$ 24.36	\$ 7.66	\$ 30.64
42	COUPLING, PVC, SCHEDULE 40 S X S 2"	20	EA	\$ 0.46	\$ 9.20	\$ -	\$ -	\$ -	\$ -	\$ 0.77	\$ 15.44	\$ -	\$ -	\$ -	\$ -	\$ 0.46	\$ 9.20	\$ 0.46	\$ 9.20
43	DIAPHRAGM, 1-1/2", RAINBRID PEB #234882	10	EA	\$ -	\$ -	\$ 40.24	\$ 402.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32.40	\$ 324.00
44	DIAPHRAGM, 2", RAINBRID PEB #208605	10	EA	\$ -	\$ -	\$ 40.24	\$ 402.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33.95	\$ 339.50
45	ELBOW, PVC SCHEDULE 40 FEMALE IRON PIPE X SLIP, 90 X 1"	12	EA	\$ 0.34	\$ 4.08	\$ 0.39	\$ 4.67	\$ -	\$ -	\$ 0.58	\$ 6.91	\$ -	\$ -	\$ -	\$ -	\$ 0.34	\$ 4.08	\$ 0.35	\$ 4.20

Bid Tab; Bid No. BF9-914-2742				Fullerform		Horizon		Brown's Partsmaster		Central Arizona Supply		Riverside		HD Supply		Ryan Herco		HD Supply Waterworks	
ITEM	DESCRIPTION	Qty	U.O.M.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
46	ELBOW, PVC SCHEDULE 40 SLIP X SLIP 45 X 3/4"	12	EA	\$ 0.33	\$ 3.96	\$ 0.38	\$ 4.50	\$ -	\$ -	\$ 0.55	\$ 6.62	\$ -	\$ -	\$ -	\$ -	\$ 0.14	\$ 1.68	\$ 0.33	\$ 3.96
47	ELBOW, PVC SCHEDULE 40 SLIP X SLIP 45 X 1"	5	EA	\$ 0.40	\$ 2.00	\$ 0.45	\$ 2.24	\$ -	\$ -	\$ 0.66	\$ 3.32	\$ -	\$ -	\$ -	\$ -	\$ 0.26	\$ 1.30	\$ 0.40	\$ 2.00
48	ELBOW, PVC SCHEDULE 40 SLIP X SLIP 90 X 3/4"	75	EA	\$ 0.14	\$ 10.50	\$ 0.16	\$ 12.35	\$ -	\$ -	\$ 0.24	\$ 18.00	\$ -	\$ -	\$ -	\$ -	\$ 0.14	\$ 10.50	\$ 0.14	\$ 10.50
49	ELBOW, PVC SCHEDULE 40 SLIP X SLIP 90 X 1"	25	EA	\$ 0.26	\$ 6.50	\$ 0.29	\$ 7.36	\$ -	\$ -	\$ 0.44	\$ 10.90	\$ -	\$ -	\$ -	\$ -	\$ 0.26	\$ 6.50	\$ 0.26	\$ 6.50
50	ELBOW, PVC SCHEDULE 40 SLIP X SLIP 90 X 2"	10	EA	\$ 0.78	\$ 7.80	\$ 0.87	\$ 8.72	\$ -	\$ -	\$ 1.29	\$ 12.92	\$ -	\$ -	\$ -	\$ -	\$ 0.76	\$ 7.60	\$ 0.78	\$ 7.80
51	ELBOW, PVC, SCH 80, SLIP X SLIP, 90 X 1-1/2"	20	EA	\$ 1.94	\$ 38.80	\$ 2.21	\$ 44.23	\$ -	\$ -	\$ 2.95	\$ 59.00	\$ -	\$ -	\$ -	\$ -	\$ 1.43	\$ 28.60	\$ 1.80	\$ 36.00
52	ELBOW, PVC, SCH 80, SLIP X SLIP, 90 X 3"	12	EA	\$ 6.32	\$ 75.84	\$ 7.03	\$ 84.34	\$ -	\$ -	\$ 9.37	\$ 112.44	\$ -	\$ -	\$ -	\$ -	\$ 4.55	\$ 54.60	\$ 5.73	\$ 68.76
53	ELBOW, PVC, SCH 80, SLIP X SLIP, 90 X 1/2"	20	EA	\$ 0.67	\$ 13.40	\$ 0.75	\$ 14.96	\$ -	\$ -	\$ 1.00	\$ 20.00	\$ -	\$ -	\$ -	\$ -	\$ 0.49	\$ 9.80	\$ 0.61	\$ 12.20
54	ELBOW, PVC, SCH 80, SLIP X SLIP, 90 X 1"	20	EA	\$ 1.38	\$ 27.60	\$ 1.54	\$ 30.89	\$ -	\$ -	\$ 2.06	\$ 41.20	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 20.00	\$ 1.26	\$ 25.20
55	FAUCET, CHICAGO, SINGLE PUSH, #700235	1	EA	\$ -	\$ -	\$ -	\$ -	\$ 164.54	\$ 164.54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
56	FAUCET, KITCHEN DOUBLE HANDLE 8" CENTER, LESS MOEN SAINSTREAM #8799	5	EA	\$ -	\$ -	\$ -	\$ -	\$ 112.74	\$ 563.70	\$ 118.38	\$ 591.90	\$ 119.00	\$ 595.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
57	FAUCET, LAVATORY, MOEN #8800	6	EA	\$ -	\$ -	\$ -	\$ -	\$ 80.58	\$ 483.48	\$ 84.61	\$ 507.66	\$ 85.00	\$ 510.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
58	FILTER, CALYPSO BLUE, PLEATED, 20"	20	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 59.60	\$ 1,192.00	\$ -	\$ -
59	FILTER, CARTRIDGE, 100 MICRONS, MFR. #801-100, #6736-3100	24	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4.89	\$ 117.36	\$ -	\$ -
60	FITTING, BULKHEAD, SOC X THD, 1", #7001.2-10	10	EA	\$ 17.52	\$ 175.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12.05	\$ 120.50	\$ -	\$ -
61	FITTING, BULKHEAD, THD X THD, 1", #7011.6-10	10	EA	\$ 24.68	\$ 246.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13.97	\$ 139.70	\$ -	\$ -
62	FITTING, BULKHEAD, THD X THD, 1-1/2", #7001.6-15	10	EA	\$ 35.09	\$ 350.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18.07	\$ 180.70	\$ -	\$ -
63	FLUSHOMETER, KIT (SLOAN #952)	2	EA	\$ -	\$ -	\$ -	\$ -	\$ 106.56	\$ 213.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
64	GAUGE, PRESSURE, 2-1/2", STAINLESS STEEL, 0-30 PSI	1	EA	\$ 30.00	\$ 30.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45.22	\$ 45.22	\$ -	\$ -
65	GRAB RING, PLASTIC, 1/4", #0696-503	10	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.25	\$ 2.50	\$ -	\$ -
66	GRAB RING, PLASTIC, 3/8", #0696-505	10	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.33	\$ 3.30	\$ -	\$ -
67	GRAB RING, STAINLESS STEEL, 1/2", #0696-005	10	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.13	\$ 1.30	\$ -	\$ -
68	GRAB RING, STAINLESS STEEL, 1/4", #0696-003	10	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.12	\$ 1.20	\$ -	\$ -
69	GRAB RING, STAINLESS STEEL, 3/8", #0696-005	10	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.13	\$ 1.30	\$ -	\$ -

Bid Tab; Bid No. BF9-914-2742				Fullerform		Horizon		Brown's Partsmaster		Central Arizona Supply		Riverside		HD Supply		Ryan Herco		HD Supply Waterworks	
ITEM	DESCRIPTION	Qty	U.O.M.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
70	HANGER, PIPE, #1949-015	12	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.91	\$ 22.92	\$ -	\$ -
71	HOUSING, FILTER, BIG BLUE, 1-1/2" NPT, #6802-110	4	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33.16	\$ 132.64	\$ -	\$ -
72	LINE, WATER SUPPLY 3/8" X 20" FOR LAVATORY	36	EA	\$ -	\$ -	\$ -	\$ -	\$ 3.52	\$ 126.72	\$ 2.95	\$ 106.20	\$ 2.60	\$ 93.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
73	LINE, WATER SUPPLY 3/8" X 12", FOR TOILETS	12	EA	\$ -	\$ -	\$ -	\$ -	\$ 2.19	\$ 26.28	\$ 2.36	\$ 28.32	\$ 2.23	\$ 26.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
74	MEMBRANE, KIT, ROSEMOUNT, REV N K07	3	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
75	METER, FLOW, IN-LINE, 1/2", .1-1, GPM, BLUE-WHITE, #F-44375LEA-8	1	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 92.00	\$ 92.00	\$ -	\$ -
76	METER, FLOW, TOSHIBA, MAG, 12", #LF434NACFDCAA/LF4	1	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
77	NUT & SPACER, SET, 1/4"	10	ST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
78	NUT & SPACER, SET, 3/8"	10	ST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
79	PIPE, PVC SCH 80, 1"	20	FT	\$ -	\$ -	\$ 0.51	\$ 10.30	\$ -	\$ -	\$ 0.38	\$ 7.60	\$ -	\$ -	\$ -	\$ -	\$ 0.36	\$ 7.20	\$ 0.36	\$ 7.22
80	PIPE, PVC SCH 80, 1-1/2"	20	FT	\$ -	\$ -	\$ 0.87	\$ 17.33	\$ -	\$ -	\$ 0.69	\$ 13.80	\$ -	\$ -	\$ -	\$ -	\$ 0.57	\$ 11.40	\$ 0.66	\$ 13.13
81	PIPE, PVC, CLASS 200, BE, 3/4"	20	FT	\$ -	\$ -	\$ 0.13	\$ 2.53	\$ -	\$ -	\$ 0.12	\$ 2.40	\$ -	\$ -	\$ -	\$ -	\$ 0.11	\$ 2.20	\$ 0.09	\$ 1.82
82	PIPE, PVC, SCH 40, 1"	40	FT	\$ -	\$ -	\$ 0.32	\$ 12.98	\$ -	\$ -	\$ 0.25	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ 0.23	\$ 9.20	\$ 0.23	\$ 9.35
83	PIPE, PVC, SCH 40, 3/4"	60	FT	\$ -	\$ -	\$ 0.22	\$ 13.07	\$ -	\$ -	\$ 0.17	\$ 10.20	\$ -	\$ -	\$ -	\$ -	\$ 0.16	\$ 9.60	\$ 0.16	\$ 9.42
84	PIPE, PVC, SCH 40, 4" TAX EXEMPT"	20	FT	\$ -	\$ -	\$ 2.14	\$ 42.71	\$ -	\$ -	\$ 1.62	\$ 32.40	\$ -	\$ -	\$ -	\$ -	\$ 1.45	\$ 29.00	\$ 1.54	\$ 30.80
85	PIPE, PVC, SCH 80, HEAVY WALL, 3", #3905-030	40	FT	\$ -	\$ -	\$ 2.44	\$ 97.43	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.62	\$ 64.80	\$ 1.82	\$ 72.80
86	PRIMER, PVC, 1/2 PT, PURPLE, #3484-010	20	EA	\$ 3.91	\$ 78.20	\$ 5.07	\$ 101.36	\$ 4.65	\$ 93.00	\$ 4.06	\$ 81.20	\$ -	\$ -	\$ -	\$ -	\$ 3.67	\$ 73.40	\$ 3.26	\$ 65.20
87	PRIMER, PVC, PT, PURPLE, #3484-020	10	EA	\$ 7.29	\$ 72.90	\$ 10.14	\$ 101.36	\$ 7.70	\$ 77.00	\$ 8.71	\$ 87.10	\$ -	\$ -	\$ -	\$ -	\$ 7.34	\$ 73.40	\$ 6.08	\$ 60.80
88	PUMP, DIAPHRAM, CHEMICAL FEED, #6012-012	1	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 305.62	\$ 305.62	\$ -	\$ -
89	PUMP, METERING, PVC 3/8"	1	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 454.00	\$ 454.00	\$ -	\$ -
90	RING, WAX, TOILET WITH POLYETHYLENE, FLANGE,	10	EA	\$ -	\$ -	\$ -	\$ -	\$ 1.23	\$ 12.30	\$ 3.58	\$ 35.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
91	RING, WAX, TOILET WITH URETHANE, USE IN 3" OR 4"	4	EA	\$ -	\$ -	\$ -	\$ -	\$ 3.03	\$ 12.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
92	ROTAMETER, ACRYLIC, TUBE PANEL-MOUNT, 8-50 GAL SCREEN, FOOT VALVE, PVC, 1-1/2", 5101S-115	4	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 130.89	\$ 1,308.90	\$ -	\$ -
93	SHEET, RIGID, PVC, 1/2	2	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 194.32	\$ 388.64	\$ -	\$ -
94	SHEET, STANDARD, PVC, 1/4, GRAY TYPE 1	1	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 97.15	\$ 97.15	\$ -	\$ -
95	SHEET, STANDARD, PVC, 3/8, GRAY TYPE 1	4	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 145.73	\$ 582.92	\$ -	\$ -

Bid Tab; Bid No. BF9-914-2742				Fullerform		Horizon		Brown's Partsmaster		Central Arizona Supply		Riverside		HD Supply		Ryan Herco		HD Supply Waterworks	
ITEM	DESCRIPTION	Qty	U.O.M.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
97	SPRINKER HEAD, HUNTER I-20 STAINLESS STEEL ADJ.	144	EA	\$ -	\$ -	\$ 13.80	\$ 1,987.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13.80	\$ 1,987.20
98	SPRINKLER HEAD, I-25-ADV, PLASTIC RISER W/DVC	72	EA	\$ -	\$ -	\$ 20.00	\$ 1,440.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20.00	\$ 1,440.00
99	SPRINKLER HEAD, I-90 TO 360 DEG, 140-ADS-00, HUNTER	100	EA	\$ -	\$ -	\$ 38.00	\$ 3,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38.00	\$ 3,800.00
100	SPRINKLER HEAD, I-360, HUNTER, PLASTIC HEAD, I25-36V, FULL CIRCLE GEAR ROTOR	48	EA	\$ -	\$ -	\$ 20.00	\$ 960.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20.00	\$ 960.00
101	SPRINKLER HEAD, I-360 DEG. I-40-36S-00 STAINLESS STEEL HEAD, HUNTER	36	EA	\$ -	\$ -	\$ 38.00	\$ 1,368.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38.00	\$ 1,368.00
102	SPRINKLER HEAD, 3/4", I-90 TO 360 DEG, STAINLESS STEEL HEAD, 120-ADV HUNTER	24	EA	\$ -	\$ -	\$ 11.20	\$ 268.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11.20	\$ 268.80
103	SPRINKLER HEAD, HUNTER I-40 36S ON, FULL CIRCLE, ROOSTER TAIL ROTOR	18	EA	\$ -	\$ -	\$ 38.00	\$ 684.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42.00	\$ 756.00
104	SPRINKLER HEAD, HUNTER, I-20, 360S	6	EA	\$ -	\$ -	\$ 13.80	\$ 82.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13.80	\$ 82.80
105	SPRINKLER HEAD, STAINLESS STEEL HEAD, HUNTER I-25, ADJ	120	EA	\$ -	\$ -	\$ 26.80	\$ 3,216.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26.80	\$ 3,216.00
106	SPRINKLER HEAD, STAINLESS STEEL HEAD, HUNTER I-25; 360S36E	36	EA	\$ -	\$ -	\$ 26.80	\$ 964.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26.80	\$ 964.80
107	STRAINER, PVC, Y, 1"	2	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52.30	\$ 104.60	\$ 10.96	\$ 21.92
108	TANK, 30 GAL, HORIZONTAL LEG, SNYDER, #7362-003	1	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 130.65	\$ 130.65	\$ -	\$ -
109	TANK, RECTANGULAR, LINEAR POLYETH, #7172-160	2	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 334.75	\$ 669.50	\$ -	\$ -
110	TAPE, TEFLON, 1/2" X 260", RYAN HERCO #8000-326	10	EA	\$ -	\$ -	\$ 0.50	\$ 5.00	\$ 0.34	\$ 3.40	\$ 0.78	\$ 7.80	\$ -	\$ -	\$ -	\$ -	\$ 1.09	\$ 10.90	\$ 0.28	\$ 2.80
111	TAPE, TEFLON, 3/4" X 260", RYAN HERCO #8000-426	10	EA	\$ -	\$ -	\$ 0.90	\$ 9.00	\$ 0.86	\$ 8.60	\$ 0.81	\$ 8.10	\$ -	\$ -	\$ -	\$ -	\$ 1.76	\$ 17.60	\$ 0.52	\$ 5.20
112	TEE, PVC, SCH 40, SLIP X SLIP X SLIP, 1"	12	EA	\$ 0.34	\$ 4.08	\$ 0.39	\$ 4.67	\$ -	\$ -	\$ 0.58	\$ 6.91	\$ -	\$ -	\$ -	\$ -	\$ 0.34	\$ 4.08	\$ 0.35	\$ 4.20
113	TEE, PVC, SCH 40, SLIP X SLIP X SLIP, 2"	24	EA	\$ 0.96	\$ 23.04	\$ 1.08	\$ 25.86	\$ -	\$ -	\$ 1.60	\$ 38.40	\$ -	\$ -	\$ -	\$ -	\$ 0.94	\$ 22.56	\$ 0.96	\$ 23.04
114	TEE, PVC, SCH 40, SLIP X SLIP X SLIP, 3/4"	24	EA	\$ 0.18	\$ 4.32	\$ 0.21	\$ 4.99	\$ -	\$ -	\$ 0.31	\$ 7.44	\$ -	\$ -	\$ -	\$ -	\$ 0.18	\$ 4.32	\$ 0.19	\$ 4.56
115	TEE, PVC, SCH 80, 1 1/2", SLIP X SLIP X SLIP	20	EA	\$ 6.84	\$ 136.80	\$ 7.61	\$ 152.17	\$ -	\$ -	\$ 1.10	\$ 22.00	\$ -	\$ -	\$ -	\$ -	\$ 4.93	\$ 98.60	\$ 6.20	\$ 124.00
116	TEE, PVC, SCH 80, 1/2", SLIP X SLIP X SLIP	20	EA	\$ 1.90	\$ 38.00	\$ 2.11	\$ 42.28	\$ -	\$ -	\$ 0.27	\$ 5.40	\$ -	\$ -	\$ -	\$ -	\$ 1.36	\$ 27.20	\$ 1.72	\$ 34.40

Bid Tab; Bid No. BF9-914-2742				Fullerform		Horizon		Brown's Partsmaster		Central Arizona Supply		Riverside		HD Supply		Ryan Herco		HD Supply Waterworks	
ITEM	DESCRIPTION	Qty	U.O.M.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
117	TEE, PVC, SCH 80, 1" SLIP X SLIP X SLIP	20	EA	\$ 2.49	\$ 49.80	\$ 2.77	\$ 55.46	\$ -	\$ -	\$ 3.69	\$ 73.80	\$ -	\$ -	\$ -	\$ -	\$ 1.79	\$ 35.80	\$ 2.26	\$ 45.20
118	TEE, REDUCER, CPVC, SCH 80, SLIP X SLIP X SLIP, 2" X 1-1/2"	1	EA	\$ 21.49	\$ 21.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13.02	\$ 13.02	\$ -	\$ -
119	TOILET, REPAIR KIT SLOAN WATER CLOSET, SLOAN #A-38A	36	EA	\$ -	\$ -	\$ -	\$ -	\$ 9.99	\$ 359.64	\$ 15.44	\$ 555.84	\$ 13.50	\$ 486.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
120	TOILET, VACUUM BREAKER, SLOAN #SL-192	20	EA	\$ -	\$ -	\$ -	\$ -	\$ 13.26	\$ 265.20	\$ -	\$ -	\$ 13.50	\$ 270.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
121	TUBE, PVC, CLEAR, HERCO-BRAID, 1"	50	FT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2.33	\$ 116.50	\$ -	\$ -
122	TUBE, PVC, CLEAR, HERCO-BRAID, 1/2"	100	FT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.91	\$ 91.00	\$ -	\$ -
123	TUBE, STAINLESS SQUARE, 316, 4"H X 4"W, 3/16" THICKNESS, 20 FT LONG	4	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 765.00	\$ 3,060.00
124	UNION, POLYPRO, CONNECTOR, 1/4"	15	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.48	\$ 7.20	\$ -	\$ -
125	UNION, PVC, SCH 80, S X S, VITON 1"	6	EA	\$ 3.62	\$ 21.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2.61	\$ 15.66	\$ 3.28	\$ 19.68
126	UNION, PVC, SCH 80, T X T, VITON 1"	10	EA	\$ 5.40	\$ 54.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3.89	\$ 38.90	\$ 4.89	\$ 48.90
127	UNION, TEE, 1/2" X 1/2" X 1/2"	6	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.29	\$ 7.74	\$ -	\$ -
128	UNION, TEE, 1/4" X 1/4", 1/4"	10	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.81	\$ 8.10	\$ -	\$ -
129	UNION, TEE, 3/8" X 3/8" X 3/8"	6	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.08	\$ 6.48	\$ -	\$ -
130	VALVE, BALL CHECK, 1", CHEMTROL, #5109N-10	6	EA	\$ 40.25	\$ 241.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24.09	\$ 144.54	\$ -	\$ -
131	VALVE, BALL PVC TRU-UNION VITON SCH 80, 1" GR	3	EA	\$ 31.42	\$ 94.26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22.58	\$ 67.74	\$ 24.62	\$ 73.86
132	VALVE, BALL THREADED 1/2 IPS "DOMESTIC"	6	EA	\$ 4.72	\$ 28.32	\$ -	\$ -	\$ 4.81	\$ 28.86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8.00	\$ 48.00	\$ 3.70	\$ 22.20
133	VALVE, BALL, CPVC, TRU-UNION, 2"	1	EA	\$ 89.03	\$ 89.03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64.91	\$ 64.91	\$ -	\$ -
134	VALVE, BALL, CPVC, TRU-UNION, VITON, SOC, 1" SPEARS, #5005S0-10	4	EA	\$ 44.05	\$ 176.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32.11	\$ 128.44	\$ -	\$ -
135	VALVE, BALL, CPVC, TRU-UNION, VITON, SOC, 2" SPEARS, #5005S0-20	2	EA	\$ 102.34	\$ 204.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 74.62	\$ 149.24	\$ -	\$ -
136	VALVE, BALL, PVC, 1", SPEARS #1829-010	12	EA	\$ 35.26	\$ 423.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20.57	\$ 246.84	\$ 27.63	\$ 331.56
137	VALVE, BALL, PVC, 1-1/2", SPEARS #3629-015	6	EA	\$ 47.01	\$ 282.06	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27.42	\$ 164.52	\$ 36.83	\$ 220.98
138	VALVE, BALL, PVC, 2", SPEARS, #3629-020	36	EA	\$ 62.04	\$ 2,233.44	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36.19	\$ 1,302.84	\$ 48.60	\$ 1,749.60
139	VALVE, BALL, PVC, CHEMTROL, SCH 80, 3"	8	EA	\$ 129.94	\$ 1,039.52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 102.29	\$ 818.32	\$ -	\$ -

Bid Tab; Bid No. BF9-914-2742				Fullerform		Horizon		Brown's Partsmaster		Central Arizona Supply		Riverside		HD Supply		Ryan Herco		HD Supply Waterworks	
ITEM	DESCRIPTION	Qty	U.O.M.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
140	VALVE, BALL, PVC, TRU-UNION, CHEMTROL, SCH 80, 1/2", 5001N-005	5	EA	\$ 20.02	\$ 100.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ 15.99	\$ 79.95	\$ -	\$ -
141	VALVE, BALL, PVC, TRU-UNION, CHEMTROL, SCH 80, 1-1/2", 5001N-015	5	EA	\$ 47.01	\$ 235.05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ 35.70	\$ 178.50	\$ -	\$ -
142	VALVE, BALL, PVC, TRU-UNION, CHEMTROL, SCH 80, 2", 5001N-020	10	EA	\$ 62.04	\$ 620.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ 47.03	\$ 470.30	\$ -	\$ -
143	VALVE, BALL, PVC, TRU-UNION, EPDM, SCH 80, 3/4", GRAY, #1080-007	2	EA	\$ 23.68	\$ 47.36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ 18.94	\$ 37.88	\$ 18.56	\$ 37.12
144	VALVE, BALL, PVC, VITON, 1-1/2"	4	EA	\$ 31.64	\$ 126.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ 35.70	\$ 142.80	\$ 31.12	\$ 124.48
145	VALVE, BALL, THREADED 3/4 IPS, "DOMESTIC"	6	EA	\$ 5.59	\$ 33.54	\$ -	\$ -	\$ 7.06	\$ 42.36	\$ 5.92	\$ 35.52	\$ -	\$ -			\$ 9.92	\$ 59.52	\$ 4.39	\$ 26.34
146	VALVE, CHECK, BALL, HAYWARD, 1/2", #5102H-005	10	EA	\$ 28.38	\$ 283.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ 19.68	\$ 196.80	\$ -	\$ -
147	VALVE, CHECK, BALL, HAYWARD, 1-1/2", #5102H-015	10	EA	\$ 67.51	\$ 675.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ 46.43	\$ 464.30	\$ -	\$ -
148	VALVE, DIAPHRAM, PVC, EPDM, 1", #5279-010	4	EA	\$ 97.33	\$ 389.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ 81.00	\$ 324.00	\$ -	\$ -
149	VALVE, DIAPHRAM, PVC, VITON, 1", #5276-5-10	4	EA	\$ 106.96	\$ 427.84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ 106.96	\$ 427.84	\$ -	\$ -
150	VALVE, FLOAT, PISTON, 43401403282, #PS100SS	12	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ 32.31	\$ 387.72	\$ -	\$ -
151	VALVE, FLOAT, PVC, PISTON, RYAN HERCO #5410-007	4	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ 22.11	\$ 88.44	\$ -	\$ -
152	VALVE, FLOAT, PVC, PISTON, RYAN HERCO #5410-307	20	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ 21.71	\$ 434.20	\$ -	\$ -
153	VALVE, FLOW CONTROL, 1", HUNTER, #ICV-101G-FS	40	EA	\$ -	\$ -	\$ 58.00	\$ 2,320.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ 58.00	\$ 2,320.00
154	VALVE, FLOW CONTROL, 2", HUNTER, #ICV-201G-FS	24	EA	\$ -	\$ -	\$ 94.40	\$ 2,265.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ 94.40	\$ 2,265.60
155	VALVE, FLUSH ANTI-SIPHON, 400A FLUID MASTER	12	EA	\$ -	\$ -	\$ -	\$ -	\$ 5.94	\$ 71.28	\$ 7.60	\$ 91.20	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
156	VALVE, FLUSH CLOSET, SLOAN #3010100	6	EA	\$ -	\$ -	\$ -	\$ -	\$ 96.53	\$ 579.18	\$ 111.14	\$ 666.84	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
157	VALVE, FLUSH, URINAL SLOAN #3012600	3	EA	\$ -	\$ -	\$ -	\$ -	\$ 96.53	\$ 289.59	\$ 111.14	\$ 333.42	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
158	VALVE, REMOTE CONTROL, ELECTRIC, PEB, 2", RAINBIRD	32	EA	\$ -	\$ -	\$ 80.72	\$ 2,582.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ 77.21	\$ 2,470.72
159	VALVE, SCRUBBER 1" COMMERCIAL GRADE	36	EA	\$ -	\$ -	\$ 62.59	\$ 2,253.15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ 59.87	\$ 2,155.32
160	VALVE, SCRUBBER 1-1/2" COMMERCIAL GRADE	12	EA	\$ -	\$ -	\$ 79.85	\$ 958.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ 76.38	\$ 916.56

