



**PURCHASING ITEM
FOR
COUNCIL AGENDA**

1. Agenda Item Number:

34

2. Council Meeting Date:

July 30, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: June 29, 2009

THROUGH: CITY MANAGER

4. Requesting Department: Management Svs

5. SUBJECT: Award agreement BF9-998-2741 for Electrical Supplies to Summit Electric Supply, Crescent Electric Supply Company, Electric Supply Inc. and Brown Wholesale Electric in a total amount not to exceed \$260,000.

6. RECOMMENDATION: Recommend award of agreement BF9-998-2741 for Electrical Supplies to Summit Electric, Crescent Electric Supply Company, Electric Supply Inc. and Brown Wholesale Electric in a total amount not to exceed \$260,000.

7. HISTORICAL BACKGROUND/DISCUSSION: The requested award is for the supply of a variety of electrical supplies that are stocked in the City's Central Supply and used primarily by Building & Facilities, Housing & Redevelopment and Traffic Engineering Divisions. 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 connectors, fuses, gaskets, conduits, wires, as well as ballasts, tape and cable ties.

8. EVALUATION PROCESS: On April 24, 2009, the City issued bid BF9-998-2741 for the purchase of Electrical 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 19, 2009. The City received six (6) responses. The bid included 300 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 4 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 \$60,000 over previous contract.

9. FINANCIAL IMPLICATIONS: Funds for purchase of electrical 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 BF9-998-2741 for Electrical Supplies to Summit Electric Supply, Crescent Electric Supply Company, Electric Supply Inc. and Brown Wholesale Electric in a total amount not to exceed \$260,000.

APPROVALS

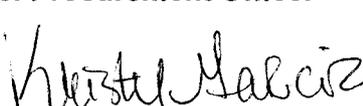
11. Requesting Department


William Robinson, Central Supply Supervisor

12. Department Head


Dennis Strachota

13. Procurement Officer


Kristy Garcia, CPPB

14. City Manager


W. Mark Pentz

Bid Tab; Bid No. BF9-998-2741				Crescent Electric		Summit Electric Supply		Electric Supply Inc.		Brown Wholesale Electric		Voss Lighting	
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
1	Adapter, Female, PVC, Conduit, 1-1/4"	4	EA	\$ 0.31	\$ 1.24	\$ 0.32	\$ 1.28	\$ 0.41	\$ 1.64	\$ 0.31	\$ 1.24	\$ -	\$ -
2	Adapter, Male, PVC, Conduit, 1-1/4"	4	EA	\$ 0.26	\$ 1.04	\$ 0.27	\$ 1.08	\$ 0.35	\$ 1.40	\$ 0.29	\$ 1.16	\$ -	\$ -
3	Anchor, Kit, #10SMS, Plastic	2	EA	\$ 6.25	\$ 12.50	\$ 4.66	\$ 9.32	\$ -	\$ -	\$ 6.70	\$ 13.40	\$ -	\$ -
4	Backplate, Hoffman #A48P36	2	EA	\$ 141.45	\$ 282.90	\$ 141.45	\$ 282.90	\$ 141.46	\$ 282.92	\$ 144.00	\$ 288.00	\$ -	\$ -
5	HID Ballast Kit, HPS, 100W, Core and Coil, 120V, LUMAPRO, Mfr. Model #1XUF3	200	EA	\$ 42.35	\$ 8,470.00	\$ 48.09	\$ 9,618.00	\$ -	\$ -	\$ 43.00	\$ 8,600.00	\$ 43.55	\$ 8,710.00
6	HID Ballast Kit, HPS, 150W, Core and Coil, 120V, LUMAPRO, Mfr. Model #1XIF4	100	EA	\$ 46.59	\$ 4,659.00	\$ 61.18	\$ 6,118.00	\$ -	\$ -	\$ -	\$ -	\$ 48.17	\$ 4,817.00
7	HID Lamp Ballasts Kit, HPS, 150W, 120V, ADVANCE TRANSFORMER, Mfr. Part #71A8176001D	18	EA	\$ 42.35	\$ 762.30	\$ 61.18	\$ 1,101.24	\$ -	\$ -	\$ 62.00	\$ 1,116.00	\$ 62.65	\$ 1,127.70
8	HID Ballast Kit, HPS, 250W, Core and Coil, 120V, LUMAPRO, Mfr. Model #1XUF6	50	EA	\$ 56.80	\$ 2,840.00	\$ 54.12	\$ 2,706.00	\$ -	\$ -	\$ 60.00	\$ 3,000.00	\$ 61.04	\$ 3,052.00
9	Ballast Kit, HPS, 250W, S50, 5TAP Kit, ADVANCE TRANSFORMER, Mfr. Part #71A8251001D	10	EA	\$ 67.00	\$ 670.00	\$ 54.12	\$ 541.20	\$ -	\$ -	\$ -	\$ -	\$ 61.04	\$ 610.40
10	Blank, Snap-In, 1/2"	12	EA	\$ 0.18	\$ 2.16	\$ 0.11	\$ 1.32	\$ 0.11	\$ 1.32	\$ 14.35	\$ 172.20	\$ -	\$ -
11	Blank, Snap-In, 3/4"	12	EA	\$ 0.25	\$ 3.00	\$ 0.15	\$ 1.80	\$ 0.13	\$ 1.56	\$ 18.50	\$ 222.00	\$ -	\$ -
12	Blower, Regenerative, Fugl Model #VFC300P-5T	2	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Box, Junction, PVC, 6X6X4, MFG# E987R Carlon	5	EA	\$ 9.68	\$ 48.40	\$ 14.98	\$ 74.90	\$ 13.77	\$ 68.85	\$ 14.25	\$ 71.25	\$ -	\$ -
14	Box, Metal, Concentric, K.O., 4 Sq Deep	10	EA	\$ 0.82	\$ 8.20	\$ 0.74	\$ 7.40	\$ 0.43	\$ 4.30	\$ 177.45	\$ 1,774.50	\$ -	\$ -
15	Box, W.P. 1 Gang 1/2", 3 Hole	5	EA	\$ 1.72	\$ 8.60	\$ 2.36	\$ 11.80	\$ 3.88	\$ 19.40	\$ 2.50	\$ 12.50	\$ -	\$ -
16	Box, W.P. 1 Gang 1/2", 4 Hole	4	EA	\$ 9.44	\$ 37.76	\$ 2.36	\$ 9.44	\$ -	\$ -	\$ 6.00	\$ 24.00	\$ -	\$ -
17	Breaker, 2-Pole, 15 AMP, GE., TEY STYL-277/480	1	EA	\$ 102.50	\$ 102.50	\$ 148.28	\$ 148.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Breaker, 2-Pole, 30 AMP, GE., TEY STYL-277/480	6	EA	\$ 102.50	\$ 615.00	\$ 148.28	\$ 889.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	Breaker, 2-Pole, 40 AMP, GE., TEY STYL-277/480	2	EA	\$ 102.50	\$ 205.00	\$ 148.28	\$ 296.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Breaker, Circuit, Industrial, Westinghouse, Series C, #FDB3100	6	EA	\$ 587.00	\$ 3,522.00	\$ 562.00	\$ 3,372.00	\$ 594.11	\$ 3,564.66	\$ -	\$ -	\$ -	\$ -
21	Breaker, Square D, 1P, #MG24425	10	EA	\$ 54.00	\$ 540.00	\$ 51.88	\$ 518.80	\$ 44.99	\$ 449.90	\$ -	\$ -	\$ -	\$ -
22	Bulb, Indicator, Part# 6PSB	4000	EA	\$ 0.85	\$ 3,400.00	\$ 1.38	\$ 5,520.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23	Bushing, reducer, 1/2 X 3/4, "electrical"	100	EA	\$ 0.51	\$ 51.00	\$ 0.71	\$ 71.00	\$ -	\$ -	\$ 1.15	\$ 115.00	\$ -	\$ -

Bid Tab; Bid No. BF9-998-2741				Crescent Electric		Summit Electric Supply		Electric Supply Inc.		Brown Wholesale Electric		Voss Lighting	
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
24	Cable, 24 Gauge, 4 PR, CAT 5, Enhanced, Blue, Riser	2,000	FT	\$ 0.08	\$ 160.00	\$ 0.1020	\$ 204.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25	Cable, 24 Gauge, 4 PR, CAT 5, Enhanced, White, Riser	4,000	FT	\$ 0.08	\$ 320.00	\$ 0.1020	\$ 408.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26	Cable, Belden, 1 Pair, FSPE, PVC CM 18 AWG, #8760, price "per foot" based on 1,000 FT/RO	2,000	FT	\$ 0.35	\$ 700.00	\$ 0.2890	\$ 578.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27	Cable, Belden, 6 Conductor, 18 AWG, #6304UE, price "per foot" based on 1,000 FT/RO	2,500	FT	\$ 0.27	\$ 675.00	\$ 0.2520	\$ 630.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28	Cable, Belden, Paired Instrument, 16 AWG, #8719, price "per foot" based on 1,000 FT/RO	1,000	FT	\$ 0.56	\$ 560.00	\$ 0.4880	\$ 488.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
29	Cable, Electrical, 1 AWG 105C, 600 Volt, Style 3193, price "per foot" based on 1,000 FT/RO	10	FT	\$ 1.45	\$ 14.50	\$ 1.03	\$ 10.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
30	Cable, Electrical, Single Conductor, #2AWG, price "per foot" based on 1,000 FT/RO	500	FT	\$ 0.71	\$ 355.00	\$ 0.67	\$ 335.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31	Cable, Electrical, Type SO #16/3C, price "per foot" based on 1,000 FT/RO	500	FT	\$ 0.22	\$ 110.00	\$ 0.27	\$ 135.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
32	Deleted	0	FT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
33	Cable, Traffic Signal, Inter Con. Type COM 25, 22 AWG REA, Spec PE39; 6,500 ft coil	2	CO	\$ 5,505.00	\$ 11,010.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
34	Cable, Traffic Signal, SIG 05, 14 AWG, Conductor; 1,000 ft roll	2	RO	\$ 482.00	\$ 964.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
35	Cable, Traffic Signal, SIG 20, 14 A.W.G., Solid Conductor, IMSA 20-1, 1000/FT Roll	2	RO	\$ 1,774.00	\$ 3,548.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
36	Cable, Traffic Signal, Type SIG 07, 14 AWG, 07 CON; 1,000 ft roll	2	RO	\$ 498.00	\$ 996.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
37	Paired Cables, Cable Size 18 Gauge (AWG), Material Copper, Number of Pairs 6, 1000 ft Reel, General Cable No. C6106.41.10	14	RO	\$ 636.00	\$ 8,904.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
38	Cap, Shorting, Photo-Cell, UV-Resistant, Line Voltage up to 480V, N.C.	50	EA	\$ 3.47	\$ 173.50	\$ 3.47	\$ 173.50	\$ -	\$ -	\$ 3.80	\$ 190.00	\$ -	\$ -
39	Clamp, 3/4", Crouse-Hinds #511 or Equal	13	EA	\$ 0.49	\$ 6.37	\$ 0.46	\$ 5.98	\$ -	\$ -	\$ 0.60	\$ 7.80	\$ -	\$ -
40	Clamp, Beam, 1/4-20	6	EA	\$ 0.66	\$ 3.96	\$ 0.91	\$ 5.46	\$ -	\$ -	\$ 0.73	\$ 4.38	\$ -	\$ -
41	Clamp, Conduit, 3/4", B-Line, #B2009	100	EA	\$ 0.91	\$ 91.00	\$ 0.56	\$ 56.00	\$ -	\$ -	\$ 3.32	\$ 332.00	\$ -	\$ -
42	Clamp, Spacer, 1/2", T&B #CB-201	12	EA	\$ 0.75	\$ 9.00	\$ 0.60	\$ 7.20	\$ -	\$ -	\$ 2.01	\$ 24.12	\$ -	\$ -
43	Clamp, Unistrut, 1/2"	6	EA	\$ 0.90	\$ 5.40	\$ 0.43	\$ 2.58	\$ -	\$ -	\$ 5.24	\$ 31.44	\$ -	\$ -
44	Compression, Lugs, 4/0 AWG 3/8"	8	EA	\$ 6.48	\$ 51.84	\$ 6.48	\$ 51.84	\$ -	\$ -	\$ 1.25	\$ 10.00	\$ -	\$ -
45	Conduit Body, 1", "C"	2	EA	\$ 12.31	\$ 24.62	\$ 10.54	\$ 21.08	\$ 3.88	\$ 7.76	\$ 10.57	\$ 21.14	\$ -	\$ -
46	Conduit Body, 1", LB	3	EA	\$ 12.31	\$ 36.93	\$ 10.54	\$ 31.62	\$ 3.88	\$ 11.64	\$ 6.00	\$ 18.00	\$ -	\$ -
47	Conduit Body, 1", Malleable, LB	5	EA	\$ 12.31	\$ 61.55	\$ 10.54	\$ 52.70	\$ -	\$ -	\$ 10.57	\$ 52.85	\$ -	\$ -

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48	Conduit Body, 1", Malleable, T	2	EA	\$ 15.40	\$ 30.80	\$ 13.19	\$ 26.38	\$ 2.56	\$ 5.12	\$ 14.71	\$ 29.42	\$ -	\$ -
49	Conduit Body, 1/2", Malleable, LB	5	EA	\$ 6.84	\$ 34.20	\$ 5.85	\$ 29.25	\$ 3.57	\$ 17.85	\$ 5.89	\$ 29.45	\$ -	\$ -
50	Conduit Body, 1/2", PVC Coated, LB	2	EA	\$ 35.38	\$ 70.76	\$ 34.12	\$ 68.24	\$ -	\$ -	\$ 32.64	\$ 65.28	\$ -	\$ -
51	Conduit Body, 3/4", Alum. LB, Appleton #LB75-M	5	EA	\$ 8.21	\$ 41.05	\$ 7.03	\$ 35.15	\$ 2.56	\$ 12.80	\$ 4.00	\$ 20.00	\$ -	\$ -
52	Conduit Body, 3/4", Alum. LL, Appleton #LL75-M	5	EA	\$ 8.21	\$ 41.05	\$ 7.03	\$ 35.15	\$ 2.56	\$ 12.80	\$ 4.15	\$ 20.75	\$ -	\$ -
53	Conduit Body, 3/4", Malleable, LB	10	EA	\$ 8.21	\$ 82.10	\$ 7.03	\$ 70.30	\$ 4.20	\$ 42.00	\$ 5.83	\$ 58.30	\$ -	\$ -
54	Conduit Body, 3/4", Malleable, T	5	EA	\$ 10.28	\$ 51.40	\$ 8.81	\$ 44.05	\$ 2.29	\$ 11.45	\$ 8.86	\$ 44.30	\$ -	\$ -
55	Conduit Body, 3/4", PVC Coated LB	10	EA	\$ 39.21	\$ 392.10	\$ 37.74	\$ 377.40	\$ -	\$ -	\$ 36.91	\$ 369.10	\$ -	\$ -
56	Conduit, Electrical Metallic Tubing, 1", Rigid, 10 FT/LG	210	FT	\$ 1.94	\$ 407.40	\$ 44.92	\$ 9,433.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
57	Conduit, Electrical Metallic Tubing, 1/2", 10FT/LG	290	FT	\$ 1.24	\$ 359.60	\$ 14.02	\$ 4,065.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
58	Conduit, Electrical Metallic Tubing, 1-1/4", Rigid, 10 FT/LG	40	FT	\$ 2.71	\$ 108.40	\$ 68.15	\$ 2,726.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
59	Conduit, Electrical Metallic Tubing, 3/4", Rigid, Threaded, 10FT/LG	200	FT	\$ 1.35	\$ 270.00	\$ 96.43	\$ 19,286.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
60	Conduit, Flex, Metallic, Liquidtight, 1/2", 100 ft/roll (Grainger #5YH56)	5	RO	\$ 80.85	\$ 404.25	\$ 80.85	\$ 404.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
61	Conduit, Flex, Metallic, Liquidtight, 3/4", 100 ft/roll	1	RO	\$ 110.35	\$ 110.35	\$ 106.60	\$ 106.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
62	Conduit, IMC, 1/2"	100	FT	\$ 0.68	\$ 68.00	\$ 49.56	\$ 4,956.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
63	Conduit, IMC, 3/4"	100	FT	\$ 0.84	\$ 84.00	\$ 61.48	\$ 6,148.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
64	Conduit, Plastic Coated, Electrical Metallic Tubing, Rigid 1/2"	50	FT	\$ 3.31	\$ 165.50	\$ 331.06	\$ 16,553.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
65	Conduit, Plastic Coated, Electrical Metallic Tubing, Rigid, 1"	50	FT	\$ 4.97	\$ 248.50	\$ 496.90	\$ 24,845.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
66	Conduit, Plastic Coated, Electrical Metallic Tubing, Rigid, 3/4"	100	FT	\$ 3.84	\$ 384.00	\$ 383.32	\$ 38,332.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
67	Conduit, PVC 40, Electrical, 1", 10 FT/LG	320	FT	\$ 0.16	\$ 51.20	\$ 14.78	\$ 4,729.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
68	Conduit, PVC 40, Electrical, 1-1/4", 10 FT/LG	340	FT	\$ 0.21	\$ 71.40	\$ 19.78	\$ 6,725.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
69	Conduit, PVC 40, Electrical, 2", 10 FT/LG	160	FT	\$ 0.32	\$ 51.20	\$ 29.06	\$ 4,649.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
70	Connector, 45, Flex, Metallic, Liquidtight, 1/2"	6	EA	\$ 3.96	\$ 23.76	\$ 3.96	\$ 23.76	\$ 2.81	\$ 16.86	\$ 4.30	\$ 25.80	\$ -	\$ -
71	Connector, Comp, Electrical Metallic Tubing, 3/4"	25	EA	\$ 0.30	\$ 7.50	\$ 0.32	\$ 8.00	\$ 0.40	\$ 10.00	\$ 0.41	\$ 10.25	\$ -	\$ -
72	Connector, Comp., Electrical Metallic Tubing, 1/2"	50	EA	\$ 0.21	\$ 10.50	\$ 0.31	\$ 15.50	\$ 0.28	\$ 14.00	\$ 0.29	\$ 14.50	\$ -	\$ -
73	Connector, Crimp, T&B STA KON, #RA18-6F	100	EA	\$ 0.37	\$ 37.00	\$ 0.52	\$ 52.00	\$ 0.35	\$ 35.00	\$ 0.56	\$ 56.00	\$ -	\$ -
74	Connector, Crimp, T&B STA KON, #RC10-10F	100	EA	\$ 0.44	\$ 44.00	\$ 0.62	\$ 62.00	\$ 0.42	\$ 42.00	\$ 0.68	\$ 68.00	\$ -	\$ -
75	Connector, Crimp, T&B, Elect., #2AWG, Butt /splice, Non-Insul.	30	EA	\$ 1.70	\$ 51.00	\$ 4.75	\$ 142.50	\$ 1.60	\$ 48.00	\$ 3.54	\$ 106.20	\$ -	\$ -
76	Connector, flex, 90, metallic, Liquidtight, 1/2"	10	EA	\$ 3.96	\$ 39.60	\$ 2.56	\$ 25.60	\$ 2.81	\$ 28.10	\$ 3.61	\$ 36.10	\$ -	\$ -

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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
77	Connector, flex, 90, metallic, Liquidtight, 3/4"	10	EA	\$ 5.99	\$ 59.90	\$ 4.19	\$ 41.90	\$ 4.58	\$ 45.80	\$ 5.88	\$ 58.80	\$ -	\$ -
78	Connector, Hubbell, 1/2", #SHC1021CR	6	EA	\$ 3.40	\$ 20.40	\$ 4.00	\$ 24.00	\$ 3.27	\$ 19.62	\$ 4.25	\$ 25.50	\$ -	\$ -
79	Connector, Hubbell, 1/2", #SHC106	6	EA	\$ 24.65	\$ 147.90	\$ -	\$ -	\$ 24.22	\$ 145.32	\$ 30.82	\$ 184.92	\$ -	\$ -
80	Connector, strait, flex, screw-in, 1/2"	12	EA	\$ 0.48	\$ 5.76	\$ 0.48	\$ 5.76	\$ 0.24	\$ 2.88	\$ 0.46	\$ 5.52	\$ -	\$ -
81	Connector, strait, PVC coated, flex, metallic, Liquidtight, 1/2"	10	EA	\$ 33.05	\$ 330.50	\$ 31.10	\$ 311.00	\$ 1.60	\$ 16.00	\$ 28.51	\$ 285.10	\$ -	\$ -
82	Connector, strait, PVC coated, flex, metallic, Liquidtight, 3/4"	6	EA	\$ 37.24	\$ 223.44	\$ 35.05	\$ 210.30	\$ 2.56	\$ 15.36	\$ 32.39	\$ 194.34	\$ -	\$ -
83	Connector, Woodhead, Part #32669	8	EA	\$ 57.29	\$ 458.32	\$ 50.31	\$ 402.48	\$ 43.81	\$ 350.48	\$ 57.29	\$ 458.32	\$ -	\$ -
84	Connector, Woodhead, Part #32681	4	EA	\$ 28.60	\$ 114.40	\$ 21.33	\$ 85.32	\$ 21.85	\$ 87.40	\$ 28.57	\$ 114.28	\$ -	\$ -
										\$ -			
85	Contact, 120 V Coil, 30A, 3 Pole General Purpose	4	EA	\$ 34.50	\$ 138.00	\$ 56.95	\$ 227.80	\$ 36.68	\$ 146.72	\$ 38.20	\$ 152.80	\$ -	\$ -
86	Contact, 120 V Coil, 30A, 4 Pole General Purpose	5	EA	\$ 55.25	\$ 276.25	\$ 50.62	\$ 253.10	\$ 48.41	\$ 242.05	\$ 59.58	\$ 297.90	\$ -	\$ -
87	Contact, Magnetic, Part # DP12-VO4	4	RO	\$ 21.98	\$ 87.92	\$ 30.49	\$ 121.96	\$ 18.68	\$ 74.72	\$ 41.40	\$ 165.60	\$ -	\$ -
88	Coupling, Comp, Electrical Metallic Tubing, 1/2"	50	EA	\$ 0.24	\$ 12.00	\$ 0.23	\$ 11.50	\$ 0.30	\$ 15.00	\$ 0.30	\$ 15.00	\$ -	\$ -
89	Conduit Couplers, Material Steel, Type Rigid, Size 1", Conduit Thread and Coupling PVC coated rigid metal conduit couplings	10	EA	\$ 5.05	\$ 50.50	\$ 0.99	\$ 9.90	\$ -	\$ -	\$ 4.33	\$ 43.30	\$ -	\$ -
90	Conduit Couplers, Material Steel, Type Rigid, Size 3/4", Conduit Thread and Coupling PVC coated rigid metal conduit couplings	26	EA	\$ 3.89	\$ 101.14	\$ 0.67	\$ 17.42	\$ -	\$ -	\$ 3.66	\$ 95.16	\$ -	\$ -
										\$ -			
91	Cover, for 1" LB/C, Conduit Body	7	EA	\$ 3.89	\$ 27.23	\$ 3.34	\$ 23.38	\$ 1.03	\$ 7.21	\$ 2.78	\$ 19.46	\$ -	\$ -
92	Cover, for 1", Malleable, Conduit Body	5	EA	\$ 3.89	\$ 19.45	\$ 3.34	\$ 16.70	\$ 1.07	\$ 5.35	\$ 10.27	\$ 51.35	\$ -	\$ -
93	Cover, for 1/2 LB, Conduit Body, PVC Coated	2	EA	\$ 21.94	\$ 43.88	\$ 1.18	\$ 2.36	\$ -	\$ -	\$ 12.83	\$ 25.66	\$ -	\$ -
94	Cover, for 1/2", Malleable, Conduit Body	15	EA	\$ 2.34	\$ 35.10	\$ 1.18	\$ 17.70	\$ 0.62	\$ 9.30	\$ 1.55	\$ 23.25	\$ -	\$ -
95	Cover, for 3/4", Malleable, Conduit Body	15	EA	\$ 2.85	\$ 42.75	\$ 2.44	\$ 36.60	\$ 0.87	\$ 13.05	\$ 0.65	\$ 9.75	\$ -	\$ -
96	Cover, for Conduit Body, 3/4"	5	EA	\$ 2.85	\$ 14.25	\$ 2.44	\$ 12.20	\$ 0.84	\$ 4.20	\$ 1.36	\$ 6.80	\$ -	\$ -
97	Screws, for SL-1 Pole	100	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17.65	\$ 1,765.00	\$ -	\$ -
98	Cover, Midsize, Blank, Single 4-7/8" x 3-1/8", Ivory #86014	25	EA	\$ 0.21	\$ 5.25	\$ 0.28	\$ 7.00	\$ -	\$ -	\$ 0.22	\$ 5.50	\$ -	\$ -
										\$ -			
99	Crimper, Dieless, Hydraulic, #1990, Greenlee	1	EA	\$ 2,254.00	\$ 2,254.00	\$ 2,128.00	\$ 2,128.00	\$ 2,016.83	\$ 2,016.83	\$ 2,128.88	\$ 2,128.88	\$ -	\$ -
										\$ -			
100	Cutter, Cable, Greelee #760	1	EA	\$ 203.50	\$ 203.50	\$ 193.00	\$ 193.00	\$ 182.00	\$ 182.00	\$ 203.42	\$ 203.42	\$ -	\$ -
101	Cutter, Carbide, Greelee #660	1	EA	\$ 256.00	\$ 256.00	\$ 256.00	\$ 256.00	\$ 229.64	\$ 229.64	\$ 256.66	\$ 256.66	\$ -	\$ -
102	Disconnect, 100 AMP, 3-Pole, Fusable, NEMA 1, 480/600V	1	EA	\$ 261.95	\$ 261.95	\$ 253.00	\$ 253.00	\$ 227.86	\$ 227.86	\$ 194.87	\$ 194.87	\$ -	\$ -

Bid Tab; Bid No. BF9-998-2741				Crescent Electric		Summit Electric Supply		Electric Supply Inc.		Brown Wholesale Electric		Voss Lighting	
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
103	Disconnect, 30 AMP, 3-Pole, Fussible, NEMA 1, 480/600V	1	EA	\$ 112.39	\$ 112.39	\$ 112.52	\$ 112.52	\$ 101.27	\$ 101.27	\$ 84.81	\$ 84.81	\$ -	\$ -
104	Disconnect, 60 AMP, 3-Pole, Fussible, NEMA 1, 250V	1	EA	\$ 109.12	\$ 109.12	\$ 112.52	\$ 112.52	\$ 52.43	\$ 52.43	\$ 89.30	\$ 89.30	\$ -	\$ -
										\$ -			
105	Elbow, Electrical Metallic Tubing, Rigid, 90, 1"	2	EA	\$ 3.56	\$ 7.12	\$ 1.88	\$ 3.76	\$ 3.89	\$ 7.78	\$ 3.52	\$ 7.04	\$ -	\$ -
106	Elbow, PVC coated, 1", 90, liquidtight, rigid sweep	5	EA	\$ 69.15	\$ 345.75	\$ 14.08	\$ 70.40	\$ -	\$ -	\$ 64.00	\$ 320.00	\$ -	\$ -
107	Elbow, PVC coated, 1/2", 45, liquidtight	12	EA	\$ 38.92	\$ 467.04	\$ 36.30	\$ 435.60	\$ -	\$ -	\$ 36.00	\$ 432.00	\$ -	\$ -
108	Elbow, PVC coated, 1/2", 90, liquidtight	12	EA	\$ 38.52	\$ 462.24	\$ 36.30	\$ 435.60	\$ -	\$ -	\$ 35.00	\$ 420.00	\$ -	\$ -
109	Elbow, PVC coated, 3/4", 45, liquidtight	12	EA	\$ 46.02	\$ 552.24	\$ 42.92	\$ 515.04	\$ -	\$ -	\$ 42.70	\$ 512.40	\$ -	\$ -
110	Elbow, PVC coated, 3/4", 90, liquidtight, rigid sweep	10	EA	\$ 45.61	\$ 456.10	\$ 42.92	\$ 429.20	\$ -	\$ -	\$ 42.00	\$ 420.00	\$ -	\$ -
111	Elbow, PVC, Conduit, 90, 1-1/4"	10	EA	\$ 0.71	\$ 7.10	\$ 0.70	\$ 7.00	\$ -	\$ -	\$ 1.07	\$ 10.70	\$ -	\$ -
										\$ -			
112	Enclosure, Electrical, Hoffman #A-1008CH	4	EA	\$ 52.05	\$ 208.20	\$ 50.28	\$ 201.12	\$ 49.16	\$ 196.64	\$ 55.30	\$ 221.20	\$ -	\$ -
113	Enclosure, Electrical, Hoffman #A-30H2408GQRLP	1	EA	\$ 601.99	\$ 601.99	\$ 632.00	\$ 632.00	\$ 631.72	\$ 631.72	\$ 670.00	\$ 670.00	\$ -	\$ -
114	Enclosure, Electrical, Hoffman #CSD36248	25	EA	\$ 269.50	\$ 6,737.50	\$ 282.99	\$ 7,074.75	\$ 282.99	\$ 7,074.75	\$ 318.00	\$ 7,950.00	\$ -	\$ -
115	Enclosure, Electrical, Hoffman #WS483616SS	5	EA	\$ 2,176.00	\$ 10,880.00	\$ 2,259.00	\$ 11,295.00	\$ 2,260.11	\$ 11,300.55	\$ 2,445.00	\$ 12,225.00	\$ -	\$ -
116	Fuse, 1 AMP, 600 Volt, Bussmann #KTK-1	10	EA	\$ 4.40	\$ 44.00	\$ 6.04	\$ 60.40	\$ 5.94	\$ 59.40	\$ 3.74	\$ 37.40	\$ -	\$ -
117	Fuse, 1/2 AMP, 250 Volt, Bussmann #FNM-1/2	10	EA	\$ 2.14	\$ 21.40	\$ 2.94	\$ 29.40	\$ 2.88	\$ 28.80	\$ 2.20	\$ 22.00	\$ -	\$ -
118	Fuse, 1/4 AMP, Glass, Bussmann #MDL-1/4	5	EA	\$ 0.62	\$ 3.10	\$ 1.12	\$ 5.60	\$ 1.17	\$ 5.85	\$ 2.28	\$ 11.40	\$ -	\$ -
119	Fuse, 100A, FRS-R-100	6	EA	\$ 15.69	\$ 94.14	\$ 20.38	\$ 122.28	\$ 21.18	\$ 127.08	\$ 15.50	\$ 93.00	\$ -	\$ -
120	Fuse, 10A, KTK-10, HCLR-10 Brush	800	EA	\$ 4.40	\$ 3,520.00	\$ 6.13	\$ 4,904.00	\$ 5.94	\$ 4,752.00	\$ 3.04	\$ 2,432.00	\$ -	\$ -
121	Fuse, 2.5A, FNM	10	EA	\$ 2.08	\$ 20.80	\$ 2.86	\$ 28.60	\$ 3.20	\$ 32.00	\$ -	\$ -	\$ -	\$ -
122	Fuse, 20A, ATM	20	EA	\$ 0.26	\$ 5.20	\$ 5.73	\$ 114.60	\$ 0.46	\$ 9.20	\$ 0.75	\$ 15.00	\$ -	\$ -
123	Fuse, 20A, Bussmann #FRN-R5	20	EA	\$ 2.49	\$ 49.80	\$ 3.31	\$ 66.20	\$ 3.35	\$ 67.00	\$ 2.35	\$ 47.00	\$ -	\$ -
124	Fuse, 20A, FWA-20A10F	20	EA	\$ 3.89	\$ 77.80	\$ 17.22	\$ 344.40	\$ 11.19	\$ 223.80	\$ 13.98	\$ 279.60	\$ -	\$ -
125	Fuse, 20A, KTK	10	EA	\$ 4.40	\$ 44.00	\$ 5.73	\$ 57.30	\$ 5.95	\$ 59.50	\$ 3.76	\$ 37.60	\$ -	\$ -
126	Fuse, 30A, FRS-R-30	6	EA	\$ 4.42	\$ 26.52	\$ 5.74	\$ 34.44	\$ 5.98	\$ 35.88	\$ 4.15	\$ 24.90	\$ -	\$ -
127	Fuse, 5 AMP, BAF-5, Bussman	20	EA	\$ 1.11	\$ 22.20	\$ 1.44	\$ 28.80	\$ 1.49	\$ 29.80	\$ 1.42	\$ 28.40	\$ -	\$ -
128	Fuse, 50A, FRN-R-50	12	EA	\$ 3.65	\$ 43.80	\$ 4.73	\$ 56.76	\$ 4.92	\$ 59.04	\$ 3.62	\$ 43.44	\$ -	\$ -
129	Fuse, 6A, KTK, Bussman, 600V Midget Fuse	10	EA	\$ 4.40	\$ 44.00	\$ 5.56	\$ 55.60	\$ 5.71	\$ 57.10	\$ 4.16	\$ 41.60	\$ -	\$ -
130	Fuse, 70A, 600 Volt, Time-Delay, Part #A6D70R	3	EA	\$ 23.08	\$ 69.24	\$ 29.98	\$ 89.94	\$ 31.18	\$ 93.54	\$ 71.09	\$ 213.27	\$ -	\$ -
131	Fuse, 7A, FNQ-7, Buss	5	EA	\$ 5.58	\$ 27.90	\$ 7.24	\$ 36.20	\$ 7.54	\$ 37.70	\$ 8.31	\$ 41.55	\$ -	\$ -
132	Fuse, 7A, TRM7	10	EA	\$ 1.96	\$ 19.60	\$ 2.54	\$ 25.40	\$ 2.65	\$ 26.50	\$ 5.56	\$ 55.60	\$ -	\$ -
133	Fuse, BUSS, #JJS250, 600 Volt	3	EA	\$ 36.05	\$ 108.15	\$ 68.10	\$ 204.30	\$ 70.84	\$ 212.52	\$ 35.75	\$ 107.25	\$ -	\$ -
134	Fuse, Dual Element, 1-1/2A, FNM-1-1/2, FUSETRON	40	EA	\$ 2.25	\$ 90.00	\$ 6.38	\$ 255.20	\$ 3.04	\$ 121.60	\$ 2.43	\$ 97.20	\$ -	\$ -

Bid Tab; Bid No. BF9-998-2741				Crescent Electric		Summit Electric Supply		Electric Supply Inc.		Brown Wholesale Electric		Voss Lighting	
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
135	Fuse, Dual Element, Time delay, Fusetron, FRN-R-15, 15 AMP	6	EA	\$ 2.00	\$ 12.00	\$ 2.60	\$ 15.60	\$ 2.69	\$ 16.14	\$ 1.98	\$ 11.88	\$ -	\$ -
136	Gasket, for 1" LB/C/T, Conduit Body	10	EA	\$ 2.74	\$ 27.40	\$ 1.26	\$ 12.60	\$ 0.59	\$ 5.90	\$ 2.38	\$ 23.80	\$ -	\$ -
137	Gasket, for 1/2 lb, Conduit Body	15	EA	\$ 2.05	\$ 30.75	\$ 0.96	\$ 14.40	\$ 0.46	\$ 6.90	\$ 1.64	\$ 24.60	\$ -	\$ -
138	Gasket, for 3/4 lb, Conduit Body	12	EA	\$ 2.05	\$ 24.60	\$ 0.96	\$ 11.52	\$ 0.46	\$ 5.52	\$ 1.64	\$ 19.68	\$ -	\$ -
139	GE #MDCL25SOA22FMC62 with Power Doors	10	EA	\$ 223.53	\$ 2,235.30	\$ -	\$ -	\$ -	\$ -	\$ 195.00	\$ 1,950.00	\$ -	\$ -
140	Generator, 14 HP, 8,000 watts, 120V	1	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
141	Generator, 20 HP, 10,000 watt	1	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
142	Generator, 9 HP, 5,000 watt	1	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
143	Holder, Fuse, Waterproof, Inline, HEB-AA, Bustron HEB	332	EA	\$ 6.44	\$ 2,138.08	\$ 3.12	\$ 1,035.84	\$ 11.86	\$ 3,937.52	\$ 16.35	\$ 5,428.20	\$ -	\$ -
144	Hub, PVC Coated, 3/4: Rob-Roy	11	EA	\$ 29.92	\$ 329.12	\$ 27.53	\$ 302.83	\$ -	\$ -	\$ 2.88	\$ 31.68	\$ -	\$ -
145	Hub, Rigid, 1-1/4", Meyers	4	EA	\$ 5.15	\$ 20.60	\$ 5.74	\$ 22.96	\$ 5.07	\$ 20.28	\$ 6.22	\$ 24.88	\$ -	\$ -
146	Jack, 8 Conductor, Cat 5, Blue Leviton Part #41108RL5	60	EA	\$ 2.75	\$ 165.00	\$ -	\$ -	\$ 89.09	\$ 5,345.40	\$ 2.84	\$ 170.40	\$ -	\$ -
147	Jack, 8 Conductor, Cat 5, White Leviton Part #41108-RW5	20	EA	\$ 2.75	\$ 55.00	\$ -	\$ -	\$ 89.09	\$ 1,781.80	\$ 4.12	\$ 82.40	\$ -	\$ -
148	Kit, Mounting, Hoffman, #CMFKSS	5	EA	\$ 45.00	\$ 225.00	\$ 42.64	\$ 213.20	\$ 33.76	\$ 168.80	\$ 48.10	\$ 240.50	\$ -	\$ -
149	Deleted	72	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
150	Lamp, Indicator, 120 Volt, GE, #CR104PLT32	32	EA	\$ 77.75	\$ 2,488.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
151	Lantern, Waterproof, Floating, HD, W/6V Battery, Ray-O-Vac	18	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
152	Lug, Burndy #YA31	48	EA	\$ 5.34	\$ 256.32	\$ 3.40	\$ 163.20	\$ -	\$ -	\$ 10.51	\$ 504.48	\$ -	\$ -
153	Lug, Siemens, TC3K250	6	EA	\$ 95.05	\$ 570.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
154	Lug, Stud, #2AWG, 1/4"	10	EA	\$ 0.49	\$ 4.90	\$ 3.66	\$ 36.60	\$ -	\$ -	\$ 2.55	\$ 25.50	\$ -	\$ -
155	Lug, Stud, #2AWG, 3/8"	10	EA	\$ 2.27	\$ 22.70	\$ 4.46	\$ 44.60	\$ -	\$ -	\$ 2.57	\$ 25.70	\$ -	\$ -
156	Luminaire C642N751,60HZ, 120LV, 2.6 AMPS, Power Door, 250W HPS, M250	8	EA	\$ 198.82	\$ 1,590.56	\$ -	\$ -	\$ -	\$ -	\$ 174.00	\$ 1,392.00	\$ -	\$ -
157	Luminaire, HPS, 120V, 100W, Square Head, American Electric #53105RN120RFG with power doors	6	EA	\$ 241.18	\$ 1,447.08	\$ -	\$ -	\$ 241.18	\$ 1,447.08	\$ 158.00	\$ 948.00	\$ -	\$ -
158	Luminaire, HPS, 120V, 150W, Square Head	6	EA	\$ 788.25	\$ 4,729.50	\$ -	\$ -	\$ -	\$ -	\$ 167.00	\$ 1,002.00	\$ -	\$ -
159	Luminaire, HPS, 120V, 150W, Square head, American Electric #53155RN120R2FG with power doors	12	EA	\$ 241.18	\$ 2,894.16	\$ -	\$ -	\$ 241.18	\$ 2,894.16	\$ 167.00	\$ 2,004.00	\$ -	\$ -
160	Luminaire, HPS, 120V, 250W, Cobra Head, American Electric #325-OH135-DJDOA,	56	EA	\$ 177.65	\$ 9,948.40	\$ -	\$ -	\$ 177.65	\$ 9,948.40	\$ 174.00	\$ 9,744.00	\$ -	\$ -

Bid Tab; Bid No. BF9-998-2741				Crescent Electric		Summit Electric Supply		Electric Supply Inc.		Brown Wholesale Electric		Voss Lighting	
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
211	Abrasive Roll, 80 Grit, Abrasive Screen-Bak Roll, Grit 80, Length 25 Yards, Width 1 1/2", For Plumbers, Q421	20	RO	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
212	Tape, Electrical, Black, 3M 33+Super, 3/4" x 66'	144	RO	\$ 3.56	\$ 512.64	\$ 3.44	\$ 495.36	\$ 3.73	\$ 537.12	\$ 2.66	\$ 383.04	\$ -	\$ -
213	Tape, Electrical, Brown	4	RO	\$ 0.68	\$ 2.72	\$ 0.58	\$ 2.32	\$ 1.41	\$ 5.64	\$ 0.67	\$ 2.68	\$ -	\$ -
214	Tape, Electrical, Orange	4	RO	\$ 0.68	\$ 2.72	\$ 0.58	\$ 2.32	\$ 1.41	\$ 5.64	\$ 0.67	\$ 2.68	\$ -	\$ -
215	Tape, Electrical, White	4	RO	\$ 0.68	\$ 2.72	\$ 0.58	\$ 2.32	\$ 1.41	\$ 5.64	\$ 0.67	\$ 2.68	\$ -	\$ -
216	Tape, Electrical, Yellow, 3M	4	RO	\$ 0.68	\$ 2.72	\$ 0.58	\$ 2.32	\$ 1.41	\$ 5.64	\$ 0.97	\$ 3.88	\$ -	\$ -
217	Handy Roll, 180-J Grit, Length 50 Yards, Width 2", CAP Code K225, EZ Flex Metalite	1	RO	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
218	Handy Roll, 80-J Grit, Length 50 Yards, Width 1 1/2", CAP Code K225, EZ Flex Metalite	1	RO	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
219	Tape, Pipe, Wrapping, 20 Mil	4	RO	\$ 4.39	\$ 17.56	\$ 5.55	\$ 22.20	\$ 8.06	\$ 32.24	\$ 8.34	\$ 33.36	\$ -	\$ -
220	Tape, Scotch, Splicing, 130C	24	RO	\$ 9.73	\$ 233.52	\$ 11.70	\$ 280.80	\$ 12.12	\$ 290.88	\$ 7.10	\$ 170.40	\$ -	\$ -
221	Tape, Scotch, Varnished, Cambric 1", w/Adhesive	3	RO	\$ 34.50	\$ 103.50	\$ 26.29	\$ 78.87	\$ 27.22	\$ 81.66	\$ 19.62	\$ 58.86	\$ -	\$ -
222	Tee, PVC, Coated, 3/4"	6	EA	\$ 51.14	\$ 306.84	\$ 47.55	\$ 285.30	\$ -	\$ -	\$ 51.05	\$ 306.30	\$ -	\$ -
223	Terminal, Lug, Burndy #YA31-L	3	EA	\$ 4.61	\$ 13.83	\$ 3.48	\$ 10.44	\$ 6.40	\$ 19.20	\$ 3.22	\$ 9.66	\$ -	\$ -
224	Ties, Cable, .100 x 4", Natural	300	EA	\$ 0.07	\$ 21.00	\$ 8.35	\$ 2,505.00	\$ 0.07	\$ 21.00	\$ 0.09	\$ 27.00	\$ -	\$ -
225	Ties, Cable, .100 x 4", Natural	100	EA	\$ 0.07	\$ 7.00	\$ 8.35	\$ 835.00	\$ 0.07	\$ 7.00	\$ 0.09	\$ 9.00	\$ -	\$ -
226	Ties, Cable, .100 x 8", Natural	800	EA	\$ 0.08	\$ 64.00	\$ 11.76	\$ 9,408.00	\$ 0.08	\$ 64.00	\$ 0.12	\$ 96.00	\$ -	\$ -
227	Ties, Cable, .187 x 11", Natural	800	EA	\$ 0.17	\$ 136.00	\$ 24.01	\$ 19,208.00	\$ 0.18	\$ 144.00	\$ 0.25	\$ 200.00	\$ -	\$ -
228	Ties, Cable, .187 x 5.5", Natural	800	EA	\$ 0.09	\$ 72.00	\$ 9.30	\$ 7,440.00	\$ 0.09	\$ 72.00	\$ 0.12	\$ 96.00	\$ -	\$ -
229	Ties, Cable, .300 x 14", Natural	600	EA	\$ 0.20	\$ 120.00	\$ 27.06	\$ 16,236.00	\$ 0.20	\$ 120.00	\$ 0.41	\$ 246.00	\$ -	\$ -
230	Ties, Cable, 100 x 3.62", Natural	100	EA	\$ 0.06	\$ 6.00	\$ 8.35	\$ 835.00	\$ 0.06	\$ 6.00	\$ 0.85	\$ 85.00	\$ -	\$ -
231	Timer, Clock, Tork 1101/Intermatic T101	2	EA	\$ 45.78	\$ 91.56	\$ 50.92	\$ 101.84	\$ 56.01	\$ 112.02	\$ 43.29	\$ 86.58	\$ -	\$ -
232	Timer, Clock, Tork 1101/Intermatic T101	2	EA	\$ 45.78	\$ 91.56	\$ 50.92	\$ 101.84	\$ 56.01	\$ 112.02	\$ 43.29	\$ 86.58	\$ -	\$ -
233	Timer, Electronic, 7-day programmable, Grainger #1XC72	2	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
234	Timer, IDEC, RTE-B22	2	EA	\$ 45.80	\$ 91.60	\$ 35.11	\$ 70.22	\$ 36.55	\$ 73.10	\$ 38.30	\$ 76.60	\$ -	\$ -
235	Timer, IDEC, RTE-P11	5	EA	\$ 37.65	\$ 188.25	\$ 35.11	\$ 175.55	\$ 29.55	\$ 147.75	\$ 30.96	\$ 154.80	\$ -	\$ -
236	Deleted	1	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
237	Transformer, Current, Square D 400:5, CAT# 180R-40, 600 Volt	3	EA	\$ -	\$ -	\$ 127.50	\$ 382.50	\$ 113.76	\$ 341.28	\$ -	\$ -	\$ -	\$ -
238	Deleted	1	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
239	Union, Conduit, 3/4"	10	FT	\$ 9.85	\$ 98.50	\$ 24.70	\$ 247.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
240	Unistrut, Slotted, 1-5/8", Gal.	20	FT	\$ 1.30	\$ 26.00	\$ 125.80	\$ 2,516.00	\$ -	\$ -	\$ 1.39	\$ 27.80	\$ -	\$ -
241	Unistrut, Slotted, 7/8"	100	FT	\$ 1.03	\$ 103.00	\$ 79.53	\$ 7,953.00	\$ -	\$ -	\$ 1.05	\$ 105.00	\$ -	\$ -

Bid Tab; Bid No. BF9-998-2741				Crescent Electric		Summit Electric Supply		Electric Supply Inc.		Brown Wholesale Electric		Voss Lighting	
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
242	Wallplate, 2 Port, Ivory, Leviton Part #41080-2IP	30	EA	\$ 1.09	\$ 32.70	\$ -	\$ -	\$ 1.35	\$ 40.50	\$ 1.14	\$ 34.20	\$ -	\$ -
243	Wallplate, 2 Port, White, Leviton Part #41080-2WP	20	EA	\$ 1.09	\$ 21.80	\$ -	\$ -	\$ 1.35	\$ 27.00	\$ 1.14	\$ 22.80	\$ -	\$ -
244	Wallplate, 3 Port, Ivory, Leviton Part #41080-3IP	20	EA	\$ 1.09	\$ 21.80	\$ -	\$ -	\$ 1.35	\$ 27.00	\$ 1.14	\$ 22.80	\$ -	\$ -
245	Wallplate, 3 Port, White, Leviton Part #41080-3W	20	EA	\$ 1.09	\$ 21.80	\$ -	\$ -	\$ 1.35	\$ 27.00	\$ 1.14	\$ 22.80	\$ -	\$ -
246	Wire, Electrical, 4/0 XHHW, Stranded, Black	230	FT	\$ 3.33	\$ 765.90	\$ 3.36	\$ 772.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
247	Wire, Electrical, 4/0 XHHW, Stranded, Blue	230	FT	\$ 3.33	\$ 765.90	\$ 3.36	\$ 772.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
248	Wire, Electrical, 4/0 XHHW, Stranded, Green	230	FT	\$ 3.33	\$ 765.90	\$ 3.36	\$ 772.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
249	Wire, Electrical, 4/0 XHHW, Stranded, Red	230	FT	\$ 3.33	\$ 765.90	\$ 3.36	\$ 772.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
250	Wire, Electrical, CU, Solid, THHN, #10 Green, price "per foot" based on 500 FT/RO	2,000	FT	\$ 1.08	\$ 2,160.00	\$ 0.99	\$ 1,980.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
251	Wire, Electrical, CU, Solid, THHN, #12, Black, price "per foot" based on 500 FT/RO	4,000	FT	\$ 0.07	\$ 280.00	\$ 0.063	\$ 252.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
252	Wire, Electrical, CU, Solid, THHN, #12, Green, price "per foot" based on 500 FT/RO	2,000	FT	\$ 0.07	\$ 140.00	\$ 0.063	\$ 126.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
253	Wire, Electrical, CU, Solid, THHN, #12, White, price "per foot" based on 500 FT/RO	4,000	FT	\$ 0.07	\$ 280.00	\$ 0.063	\$ 252.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
254	Wire, Electrical, CU, Stranded THHN, #14, White, price "per foot" based on 500 FT/RO	1000	FT	\$ 0.05	\$ 50.00	\$ 0.048	\$ 48.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
255	Wire, Electrical, CU, Stranded, THHN, #10 Black, price "per foot" based on 500 FT/RO	500	FT	\$ 0.11	\$ 55.00	\$ 0.107	\$ 53.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
256	Wire, Electrical, CU, Stranded, THHN, #10 Blue, price "per foot" based on 500 FT/RO	2,000	FT	\$ 0.11	\$ 220.00	\$ 0.107	\$ 214.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
257	Wire, Electrical, CU, Stranded, THHN, #10 Gray, price "per foot" based on 500 FT/RO	1,500	FT	\$ 0.11	\$ 165.00	\$ 0.107	\$ 160.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
258	Wire, Electrical, CU, Stranded, THHN, #10 Green, price "per foot" based on 500 FT/RO	3,000	FT	\$ 0.11	\$ 330.00	\$ 0.107	\$ 321.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
259	Wire, Electrical, CU, Stranded, THHN, #10, Brown, price "per foot" based on 500 FT/RO	2,000	FT	\$ 0.11	\$ 220.00	\$ 0.107	\$ 214.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
260	Wire, Electrical, CU, Stranded, THHN, #10, Orange, price "per foot" based on 500 FT/RO	1500	FT	\$ 0.11	\$ 165.00	\$ 0.107	\$ 160.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
261	Wire, Electrical, CU, Stranded, THHN, #10, Red, price "per foot" based on 500 FT/RO	1500	FT	\$ 0.11	\$ 165.00	\$ 0.107	\$ 160.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Bid Tab; Bid No. BF9-998-2741				Crescent Electric		Summit Electric Supply		Electric Supply Inc.		Brown Wholesale Electric		Voss Lighting	
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
262	Wire, Electrical, CU, Stranded, THHN, #10, White, price "per foot" based on 500 FT/RO	2000	FT	\$ 0.11	\$ 220.00	\$ 0.107	\$ 214.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
263	Wire, Electrical, CU, Stranded, THHN, #10, Yellow, price "per foot" based on 500 FT/RO	1500	FT	\$ 0.11	\$ 165.00	\$ 0.107	\$ 160.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
264	Wire, Electrical, CU, Stranded, THHN, #12, Black, price "per foot" based on 500 FT/RO	3,000	FT	\$ 0.07	\$ 210.00	\$ 0.071	\$ 213.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
265	Wire, Electrical, CU, Stranded, THHN, #12, Blue, price "per foot" based on 500 FT/RO	1,000	FT	\$ 0.07	\$ 70.00	\$ 0.071	\$ 71.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
266	Wire, Electrical, CU, Stranded, THHN, #12, Brown, price "per foot" based on 500 FT/RO	500	FT	\$ 0.07	\$ 35.00	\$ 0.071	\$ 35.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
267	Wire, Electrical, CU, Stranded, THHN, #12, Gray, price "per foot" based on 500 FT/RO	500	FT	\$ 0.07	\$ 35.00	\$ 0.071	\$ 35.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
268	Wire, Electrical, CU, Stranded, THHN, #12, Green, price "per foot" based on 500 FT/RO	4,000	FT	\$ 0.07	\$ 280.00	\$ 0.071	\$ 284.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
269	Wire, Electrical, CU, Stranded, THHN, #12, Orange, price "per foot" based on 500 FT/RO	500	FT	\$ 0.07	\$ 35.00	\$ 0.071	\$ 35.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
270	Wire, Electrical, CU, Stranded, THHN, #12, Red, price "per foot" based on 500 FT/RO	3,000	FT	\$ 0.07	\$ 210.00	\$ 0.071	\$ 213.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
271	Wire, Electrical, CU, Stranded, THHN, #12, White, price "per foot" based on 500 FT/RO	3,000	FT	\$ 0.07	\$ 210.00	\$ 0.071	\$ 213.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
272	Wire, Electrical, CU, Stranded, THHN, #12, Yellow, price "per foot" based on 500 FT/RO	500	FT	\$ 0.07	\$ 35.00	\$ 0.071	\$ 35.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
273	Wire, Electrical, CU, Stranded, THHN, #14, Black, price "per foot" based on 500 FT/RO	500	FT	\$ 0.05	\$ 25.00	\$ 0.051	\$ 25.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
274	Wire, Electrical, CU, Stranded, THHN, #14, Blue, price "per foot" based on 500 FT/RO	500	FT	\$ 0.05	\$ 25.00	\$ 0.051	\$ 25.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
275	Wire, Electrical, CU, Stranded, THHN, #14, Brown, price "per foot" based on 500 FT/RO	500	FT	\$ 0.05	\$ 25.00	\$ 0.051	\$ 25.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
276	Wire, Electrical, CU, Stranded, THHN, #14, Green, price "per foot" based on 500 FT/RO	1,000	FT	\$ 0.05	\$ 50.00	\$ 0.051	\$ 51.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
277	Wire, Electrical, CU, Stranded, THHN, #14, Red, price "per foot" based on 500 FT/RO	500	FT	\$ 0.05	\$ 25.00	\$ 0.051	\$ 25.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
278	Wire, Electrical, CU, Stranded, THHN, #14, Red, price "per foot" based on 500 FT/RO	500	FT	\$ 0.05	\$ 25.00	\$ 0.051	\$ 25.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Bid Tab; Bid No. BF9-998-2741				Crescent Electric		Summit Electric Supply		Electric Supply Inc.		Brown Wholesale Electric		Voss Lighting	
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
279	Wire, Electrical, CU, Stranded, THHN, #18, Black, price "per foot" based on 500 FT/RO	500	FT	\$ 0.03	\$ 15.00	\$ 0.05	\$ 25.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
280	Wire, Electrical, CU, Stranded, THHN, #18, Red, price "per foot" based on 500 FT/RO	1,000	FT	\$ 0.03	\$ 30.00	\$ 0.031	\$ 31.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
281	Wire, Electrical, THHN #2, Black, price "per foot" based on 500 FT/RO	500	FT	\$ 0.71	\$ 355.00	\$ 6.80	\$ 3,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
282	Wire, Electrical, THHN, #2, Gray, Stranded	500	FT	\$ 0.71	\$ 355.00	\$ 6.80	\$ 3,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
283	Wire, Electrical, THHN, #4, Black, price "per foot" based on 500 FT/RO	2,000	FT	\$ 0.46	\$ 920.00	\$ 4.38	\$ 8,760.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
284	Wire, Electrical, Tray, Cable, #97715 THHN, #14, 7 Conductor, 600 Volt,	250	FT	\$ 0.58	\$ 145.00	\$ 0.409	\$ 102.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
285	Wire, Electrical, XHHW, #4, Black, Stranded	920	FT	\$ 0.63	\$ 579.60	\$ 0.692	\$ 636.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
286	Wire, MC., 12-2, with Ground, price "per foot" based on 250 FT/RO	250	FT	\$ 0.30	\$ 75.00	\$ 0.301	\$ 75.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
287	Wire, MC., 12-3, with Ground, price "per foot" based on 250 FT/RO	250	FT	\$ 0.50	\$ 125.00	\$ 0.524	\$ 131.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
288	Wire, Terminal Connector, Fork, 1/2 12-10 AWG, yellow	2	EA	\$ 0.44	\$ 0.88	\$ 0.64	\$ 1.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
289	Wire, Terminal Connector, Ring, 10-12 AWG #1/4, yellow	1	EA	\$ 0.44	\$ 0.44	\$ 0.58	\$ 0.58	\$ 0.46	\$ 0.46	\$ 0.73	\$ 0.73	\$ -	\$ -
290	Wire, Terminal Connector, Ring, 10-12 AWG #10	1	EA	\$ 0.44	\$ 0.44	\$ 0.54	\$ 0.54	\$ 0.21	\$ 0.21	\$ 0.67	\$ 0.67	\$ -	\$ -
291	Wire, Terminal Connector, Ring, 10-12 AWG #10, yellow	1	EA	\$ 0.44	\$ 0.44	\$ 0.54	\$ 0.54	\$ 0.44	\$ 0.44	\$ 0.67	\$ 0.67	\$ -	\$ -
292	Wire, Terminal Connector, Ring, 10-12 AWG #8, yellow	1	EA	\$ 0.44	\$ 0.44	\$ 0.54	\$ 0.54	\$ 0.44	\$ 0.44	\$ 0.67	\$ 0.67	\$ -	\$ -
293	Wire, Terminal Connector, Ring, 18-14 AWG #10, blue	1	EA	\$ 0.37	\$ 0.37	\$ 0.51	\$ 0.51	\$ 0.37	\$ 0.37	\$ 0.56	\$ 0.56	\$ -	\$ -
294	Wire, Terminal Connector, Ring, 18-14 AWG #8, blue	1	EA	\$ 0.37	\$ 0.37	\$ 0.51	\$ 0.51	\$ 0.37	\$ 0.37	\$ 0.56	\$ 0.56	\$ -	\$ -
295	Wire, Terminal Connector, Ring, 18-14 AWG 1/4, blue	1	EA	\$ 0.37	\$ 0.37	\$ 0.51	\$ 0.51	\$ 0.40	\$ 0.40	\$ 0.62	\$ 0.62	\$ -	\$ -
296	Wire, THHN, 350 MCM, #350MCMTHHNSTBLA	300	FT	\$ 0.36	\$ 108.00	\$ 3.4350	\$ 1,030.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
297	Wire, THHN, 4/0, WIRC4 / 0THHNXTBLA	200	FT	\$ 0.22	\$ 44.00	\$ 2.1980	\$ 439.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
298	Wiring Cover, Duct, 1", T&B #99010, price "per foot"	12	FT	\$ 0.33	\$ 3.96	\$ 0.79	\$ 9.48	\$ -	\$ -	\$ 0.80	\$ 9.60	\$ -	\$ -
299	Wiring, Duct T&B #91020, price "per foot"	12	FT	\$ 0.68	\$ 8.16	\$ 3.98	\$ 47.76	\$ -	\$ -	\$ 3.70	\$ 44.40	\$ -	\$ -
TOTAL AMOUNT OF BID FOR ALL LINE ITEMS					\$ 211,505.24		\$ 311,697.89		\$ 99,392.72		\$ 147,318.99		\$ 18,317.10
	Specify percentage off list price and/or catalogs for like items not named in pricing list. - List by catalog or brand as necessary.		%	Delivery	1 day		1-2 Days		1-10 Days		4-6 Weeks		14 Days
				PPTerms	2%-10th, N30		N30		N30		N30		N30

CITY OF CHANDLER PURCHASE CONTRACT
ELECTRICAL SUPPLIES
AGREEMENT NO.: BF9-998-2741

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 Summit Electric Supply, 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 two (2) calendar days after receipt of a Contract Purchase Order (ARO).
5. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed Fifty Nine Thousand Two Hundred-Fifteen Dollars and Thirty Six Cents (\$59,215.36) 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 destination. Delivery location shall be to the City of Chandler, Central Supply Division, 975 E. Armstrong Way, Bldg. I, Chandler, AZ 85286. 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 (After 180 Days).** CITY may approve a fully documented request for a price increase only after the Contract has been in effect for 180 days. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. CITY shall determine whether the requested price increase or an alternate option, is in the best interest of CITY. If a price increase is agreed upon a written Contract Amendment shall be approved and executed by the Parties.
- 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 thirtyone 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 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: <u>Central Supply</u></p> <p>Contact: <u>William Robinson</u></p> <p>Mailing Address: <u>PO Box 4008, MS 903</u></p> <p>Physical Address: <u>975 E. Armstrong Way, Bldg. I</u></p> <p>City, State, Zip: <u>Chandler, AZ 85286</u></p> <p>Phone: <u>480-782-2416</u></p> <p>FAX: <u>480-782-2420</u></p>	<p>In the case of the CONTRACTOR</p> <p>Firm Name: <u>Summit Electric Supply</u></p> <p>Contact: <u>Carl Bouk</u></p> <p>Address: <u>205 S. 29th St.</u></p> <p>City, State, Zip: <u>Phoenix, AZ 85034</u></p> <p>Phone: <u>602-267-1000</u></p> <p>FAX: <u>602-275-4273</u></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 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 cancelation 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: Carl Bouk
 Signature

ATTEST:

SEAL

ATTEST: If Corporation

 City Clerk

 Secretary

Approved as to form:

 City Attorney

Exhibit A
Specifications / Pricing

ITEM	DESCRIPTION	Qty	U.O.M.	Unit Price	Extended Price
3	Anchor, Kit, #10SMS, Plastic	2	EA	\$ 4.66	\$ 13.98
4	Backplate, Hoffman #A48P36	2	EA	\$ 141.45	\$ 565.80
8	HID Ballast Kit, HPS, 250W, Core and Coil, 120V, LUMAPRO, Mfr. Model #1XUF6	50	EA	\$ 54.12	\$ 432.96
9	Ballast Kit, HPS, 250W, S50, 5TAP Kit, ADVANCE TRANSFORMER, Mfr. Part #71A8251001D	10	EA	\$ 54.12	\$ 487.08
16	Box, W.P. 1 Gang 1/2", 4 Hole	4	EA	\$ 2.36	\$ 37.76
20	Breaker, Circuit, Industrial, Westinghouse, Series C, #FDB3100	6	EA	\$ 562.00	\$ 11,240.00
26	Cable, Belden, 1 Pair, FSPE, PVC CM 18 AWG, #8760, price "per foot" based on 1,000 FT/RO	2,000	FT	\$ 0.2890	\$ 7.51
27	Cable, Belden, 6 Conductor, 18 AWG, #6304UE, price "per foot" based on 1,000 FT/RO	2,500	FT	\$ 0.2520	\$ 6.80
28	Cable, Belden, Paired Instrument, 16 AWG, #8719, price "per foot" based on 1,000 FT/RO	1,000	FT	\$ 0.4880	\$ 13.66
29	Cable, Electrical, 1 AWG 105C, 600 Volt, Style 3193, price "per foot" based on , 1,000 FT/RO	10	FT	\$ 1.03	\$ 29.87
30	Cable, Electrical, Single Conductor, #2AWG, price "per foot" based on 1,000 FT/RO	500	FT	\$ 0.67	\$ 20.10
39	Clamp, 3/4", Crouse-Hinds #511 or Equal	13	EA	\$ 0.46	\$ 17.94
40	Clamp, Beam, 1/4-20	6	EA	\$ 0.91	\$ 36.40
41	Clamp, Conduit, 3/4", B-Line, #B2009	100	EA	\$ 0.56	\$ 22.96
42	Clamp, Spacer, 1/2", T&B #CB201	12	EA	\$ 0.60	\$ 25.20
43	Clamp, Unistrut, 1/2"	6	EA	\$ 0.43	\$ 18.49
47	Conduit Body, 1", Malleable, LB	5	EA	\$ 10.54	\$ 495.38
88	Coupling, Comp, Electrical Metallic Tubing, 1/2"	50	EA	\$ 0.23	\$ 20.24
89	Conduit Couplers, Material Steel, Type Rigid, Size 1", Conduit Thread and Coupling PVC coated rigid metal conduit couplings	10	EA	\$ 0.99	\$ 88.11
90	Conduit Couplers, Material Steel, Type Rigid, Size 3/4", Conduit Thread and Coupling PVC coated rigid metal conduit couplings	26	EA	\$ 0.67	\$ 60.30
93	Cover, for 1/2 LB, Conduit Body, PVC Coated	2	EA	\$ 1.18	\$ 109.74
105	Elbow, Electrical Metallic Tubing, Rigid, 90, 1"	2	EA	\$ 1.88	\$ 197.40
106	Elbow, PVC coated, 1", 90, liquidtight, rigid sweep	5	EA	\$ 14.08	\$ 1,492.48
111	Elbow, PVC, Conduit, 90, 1-1/4"	10	EA	\$ 0.70	\$ 77.70
143	Holder, Fuse, Waterproof, Inline, HEBAA, Bustron HEB	332	EA	\$ 3.12	\$ 446.16
179	Plate, Name, "STOP" (Electric Supply #KN260)	6	EA	\$ 2.31	\$ 413.49
185	Receptacle, Duplex, Ivory, 20 AMP	20	EA	\$ 1.01	\$ 186.85
186	Receptacle, GFCI, 20 AMP	10	EA	\$ 8.52	\$ 1,584.72

ITEM	DESCRIPTION	Qty	U.O.M.	Unit Price	Extended Price
187	Receptacle, GFI, Ivory, 20 AMP	10	EA	\$ 8.52	\$ 1,593.24
188	Receptacle, GFI, White, 20 AMP	3	EA	\$ 8.52	\$ 1,601.76
192	Relay, IDEC, RH2B-U, Pole 120 Vac. Coil	10	EA	\$ 3.58	\$ 687.36
193	Relay, IDEC, RH3B-U, Pole 120 Vac. Coil	10	EA	\$ 6.59	\$ 1,271.87
194	Relay, IDEC, RH4B-U, Pole 120 Vac. Coil	10	EA	\$ 8.09	\$ 1,569.46
195	Seal, Hole, Hoffman #A-S100	25	EA	\$ 7.67	\$ 1,495.65
196	Seal, Hole, Hoffman, #A-S050	25	EA	\$ 4.40	\$ 862.40
197	Seal, Hole, Hoffman, #A-S050	2	EA	\$ 4.40	\$ 866.80
198	Seal, Hole, Hoffman, #A-S075	25	EA	\$ 5.55	\$ 1,098.90
199	Seal, Hole, Hoffman, #A-S075	25	EA	\$ 5.55	\$ 1,104.45
206	Straps, One-hole, 1/2", T&B #HS-401	12	EA	\$ 0.04	\$ 8.24
207	Straps, Electrical Metallic Tubing, one hole 3/4"	25	EA	\$ 0.05	\$ 10.35
208	Straps, Unistrut, 3/4"	15	EA	\$ 0.43	\$ 89.44
212	Tape, Electrical, Black, 3M 33+Super, 3/4" x 66'	144	RO	\$ 3.44	\$ 729.28
213	Tape, Electrical, Brown	4	RO	\$ 0.58	\$ 123.54
214	Tape, Electrical, Orange	4	RO	\$ 0.58	\$ 124.12
215	Tape, Electrical, White	4	RO	\$ 0.58	\$ 124.70
216	Tape, Electrical, Yellow, 3M	4	RO	\$ 0.58	\$ 125.28
222	Tee, PVC, Coated, 3/4"	6	EA	\$ 47.55	\$ 10,556.10
234	Timer, IDEC, RTE-B22	2	EA	\$ 35.11	\$ 8,215.74
235	Timer, IDEC, RTE-P11	5	EA	\$ 35.11	\$ 8,250.85
250	Wire, Electrical, CU, Solid, THHN, #10 Green, price "per foot" based on 500 FT/RO	2,000	FT	\$ 0.99	\$ 247.50
251	Wire, Electrical, CU, Solid, THHN, #12, Black, price "per foot" based on 500 FT/RO	4,000	FT	\$ 0.063	\$ 15.81
252	Wire, Electrical, CU, Solid, THHN, #12, Green, price "per foot" based on 500 FT/RO	2,000	FT	\$ 0.063	\$ 15.88
253	Wire, Electrical, CU, Solid, THHN, #12, White, price "per foot" based on 500 FT/RO	4,000	FT	\$ 0.063	\$ 15.94
254	Wire, Electrical, CU, Stranded THHN, #14, White, price "per foot" based on 500 FT/RO	1000	FT	\$ 0.048	\$ 12.19
255	Wire, Electrical, CU, Stranded, THHN, #10 Black, price "per foot" based on 500 FT/RO	500	FT	\$ 0.107	\$ 27.29
256	Wire, Electrical, CU, Stranded, THHN, #10 Blue, price "per foot" based on 500 FT/RO	2,000	FT	\$ 0.107	\$ 27.39
257	Wire, Electrical, CU, Stranded, THHN, #10 Gray, price "per foot" based on 500 FT/RO	1,500	FT	\$ 0.107	\$ 27.50
258	Wire, Electrical, CU, Stranded, THHN, #10 Green, price "per foot" based on 500 FT/RO	3,000	FT	\$ 0.107	\$ 27.61
259	Wire, Electrical, CU, Stranded, THHN, #10, Brown, price "per foot" based on 500 FT/RO	2,000	FT	\$ 0.107	\$ 27.71
260	Wire, Electrical, CU, Stranded, THHN, #10, Orange, price "per foot" based on 500 FT/RO	1500	FT	\$ 0.107	\$ 27.82

ITEM	DESCRIPTION	Qty	U.O.M.	Unit Price	Extended Price
261	Wire, Electrical, CU, Stranded, THHN, #10, Red, price "per foot" based on 500 FT/RO	1500	FT	\$ 0.107	\$ 27.93
262	Wire, Electrical, CU, Stranded, THHN, #10, White, price "per foot" based on 500 FT/RO	2000	FT	\$ 0.107	\$ 28.03
263	Wire, Electrical, CU, Stranded, THHN, #10, Yellow, price "per foot" based on 500 FT/RO	1500	FT	\$ 0.107	\$ 28.14
TOTAL AMOUNT					\$ 59,215.36

CITY OF CHANDLER PURCHASE CONTRACT
ELECTRICAL SUPPLIES
AGREEMENT NO.: BF9-998-2741

THIS AGREEMENT is made and entered into this 11 day of August, 2009, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Crescent Electric Supply Company, 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 one (1) calendar days after receipt of a Contract Purchase Order (ARO).
5. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed Ninety Nine Thousand One Hundred Twenty Two Dollars and Ninety Cents (\$99,122.90) 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 destination. Delivery location shall be to the City of Chandler, Central Supply Division, 975 E. Armstrong Way, Bldg. I, Chandler, AZ 85286. 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 (After 180 Days).** CITY may approve a fully documented request for a price increase only after the Contract has been in effect for 180 days. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. CITY shall determine whether the requested price increase or an alternate option, is in the best interest of CITY. If a price increase is agreed upon a written Contract Amendment shall be approved and executed by the Parties.
- 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 thirtyone 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 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 Department: Central Supply</p> <p>Contact: <u>William Robinson</u> Mailing Address: <u>PO Box 4008, MS 903</u> Physical Address: <u>975 E. Armstrong Way, Bldg. I</u> City, State, Zip: <u>Chandler, AZ 85286</u> Phone: <u>480-782-2416</u> FAX: <u>480-782-2420</u></p>	<p>In the case of the CONTRACTOR Firm Name: Crescent Electric Supply Company</p> <p>Contact: <u>Jerry Bestler</u> Address: <u>3254 E. Broadway Rd.</u> City, State, Zip: <u>Phoenix, AZ 85040</u></p> <p>Phone: <u>602-431-5955</u> FAX: <u>602-431-6688</u></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 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 June 15, 2009.

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

MAYOR

By: *Greg Best* 6/15/09
Signature

ATTEST:

City Clerk

SEAL ATTEST: If Corporation
Sharon M. Bailey
Secretary

Approved as to form:

City Attorney

Per Crescent Electric Supply Company's quote dated May 19, 2009;

1. Wire is subject to price at time of order shipment.
2. Prices are subject to change the written notice and acceptance.

Exhibit A
Specifications / Pricing

ITEM	DESCRIPTION	Qty	U.O.M.	Unit Price	Extended Price
1	Adapter, Female, PVC, Conduit, 1-1/4"	4	EA	\$ 0.31	\$ 1.24
2	Adapter, Male, PVC, Conduit, 1-1/4"	4	EA	\$ 0.26	\$ 1.04
5	HID Ballast Kit, HPS, 100W, Core and Coil, 120V, LUMAPRO, Mfr. Model #1XUF3	200	EA	\$ 42.35	\$ 8,470.00
6	HID Ballast Kit, HPS, 150W, Core and Coil, 120V, LUMAPRO, Mfr. Model #1XIF4	100	EA	\$ 46.59	\$ 4,659.00
7	HID Lamp Ballasts Kit, HPS, 150W, 120V, ADVANCE TRANSFORMER, Mfr. Part #71A8176001D	18	EA	\$ 42.35	\$ 762.30
13	Box, Junction, PVC, 6X6X4, MFG# E987R Carlon	5	EA	\$ 9.68	\$ 48.40
15	Box, W.P. 1 Gang 1/2", 3 Hole	5	EA	\$ 1.72	\$ 8.60
17	Breaker, 2-Pole, 15 AMP, GE., TEY STYL277/480	1	EA	\$ 102.50	\$ 102.50
18	Breaker, 2-Pole, 30 AMP, GE., TEY STYL-277/480	6	EA	\$ 102.50	\$ 615.00
19	Breaker, 2-Pole, 40 AMP, GE., TEY STYL277/480	2	EA	\$ 102.50	\$ 205.00
22	Bulb, Indicator, Part# 6PSB	4000	EA	\$ 0.85	\$ 3,400.00
23	Bushing, reducer, 1/2 X 3/4, "electrical"	100	EA	\$ 0.51	\$ 51.00
24	Cable, 24 Gauge, 4 PR, CAT 5, Enhanced, Blue, Riser	2,000	FT	\$ 0.08	\$ 160.00
25	Cable, 24 Gauge, 4 PR, CAT 5, Enhanced, White, Riser	4,000	FT	\$ 0.08	\$ 320.00
31	Cable, Electrical, Type SO #16/3C, price "per foot" based on 1,000 FT/RO	500	FT	\$ 0.22	\$ 110.00
33	Cable, Traffic Signal, Inter Con. Type COM 25, 22 AWG REA, Spec PE39; 6,500 ft coil	2	CO	\$ 5,505.00	\$ 11,010.00
34	Cable, Traffic Signal, SIG 05, 14 AWG, Conductor; 1,000 ft roll	2	RO	\$ 482.00	\$ 964.00
35	Cable, Traffic Signal, SIG 20, 14 A.W.G., Solid Conductor, IMSA 20-1, 1000/FT Roll	2	RO	\$ 1,774.00	\$ 3,548.00
36	Cable, Traffic Signal, Type SIG 07, 14 AWG, 07 CON; 1,000 ft roll	2	RO	\$ 498.00	\$ 996.00
37	Paired Cables, Cable Size 18 Gauge (AWG), Material Copper, Number of Pairs 6, 1000 ft Reel. General Cable No. C6106.41.10	14	RO	\$ 636.00	\$ 8,904.00
38	Cap, Shorting, Photo-Cell, UV-Resistant, Line Voltage up to 480V, N.C.	50	EA	\$ 3.47	\$ 173.50
56	Conduit, Electrical Metallic Tubing, 1", Rigid, 10 FT/LG	210	FT	\$ 1.94	\$ 407.40
57	Conduit, Electrical Metallic Tubing, 1/2", 10FT/LG	290	FT	\$ 1.24	\$ 359.60
58	Conduit, Electrical Metallic Tubing, 1-1/4", Rigid, 10 FT/LG	40	FT	\$ 2.71	\$ 108.40
59	Conduit, Electrical Metallic Tubing, 3/4", Rigid, Threaded, 10FT/LG	200	FT	\$ 1.35	\$ 270.00
60	Conduit, Flex, Metallic, Liquidtight, 1/2", 100 ft/roll (Grainger #5YH56)	5	RO	\$ 80.85	\$ 404.25

ITEM	DESCRIPTION	Qty	U.O.M.	Unit Price	Extended Price
61	Conduit, Flex, Metallic, Liquidtight, 3/4", 100 ft/roll	1	RO	\$ 110.35	\$ 110.35
62	Conduit, IMC, 1/2"	100	FT	\$ 0.68	\$ 68.00
63	Conduit, IMC, 3/4"	100	FT	\$ 0.84	\$ 84.00
64	Conduit, Plastic Coated, Electrical Metallic Tubing, Rigid 1/2"	50	FT	\$ 3.31	\$ 165.50
65	Conduit, Plastic Coated, Electrical Metallic Tubing, Rigid, 1"	50	FT	\$ 4.97	\$ 248.50
66	Conduit, Plastic Coated, Electrical Metallic Tubing, Rigid, 3/4"	100	FT	\$ 3.84	\$ 384.00
67	Conduit, PVC 40, Electrical, 1", 10 FT/LG	320	FT	\$ 0.16	\$ 51.20
68	Conduit, PVC 40, Electrical, 1-1/4", 10 FT/LG	340	FT	\$ 0.21	\$ 71.40
69	Conduit, PVC 40, Electrical, 2", 10 FT/LG	160	FT	\$ 0.32	\$ 51.20
98	Cover, Midsize, Blank, Single 47/8" x 3-1/8", Ivory #86014	25	EA	\$ 0.21	\$ 5.25
112	Enclosure, Electrical, Hoffman #A-1008CH	4	EA	\$ 52.05	\$ 208.20
113	Enclosure, Electrical, Hoffman #A30H2408GQRLP	1	EA	\$ 601.99	\$ 601.99
114	Enclosure, Electrical, Hoffman #CSD36248	25	EA	\$ 269.50	\$ 6,737.50
115	Enclosure, Electrical, Hoffman #WS483616SS	5	EA	\$ 2,176.00	\$ 10,880.00
117	Fuse, 1/2 AMP, 250 Volt, Bussmann #FNM1/2	10	EA	\$ 2.14	\$ 21.40
118	Fuse, 1/4 AMP, Glass, Bussmann #MDL1/4	5	EA	\$ 0.62	\$ 3.10
121	Fuse, 2.5A, FNM	10	EA	\$ 2.08	\$ 20.80
122	Fuse, 20A, ATM	20	EA	\$ 0.26	\$ 5.20
124	Fuse, 20A, FWA-20A10F	20	EA	\$ 3.89	\$ 77.80
127	Fuse, 5 AMP, BAF-5, Bussman	20	EA	\$ 1.11	\$ 22.20
130	Fuse, 70A, 600 Volt, Time-Delay, Part #A6D70R	3	EA	\$ 23.08	\$ 69.24
131	Fuse, 7A, FNQ-7, Buss	5	EA	\$ 5.58	\$ 27.90
132	Fuse, 7A, TRM7	10	EA	\$ 1.96	\$ 19.60
134	Fuse, Dual Element, 1-1/2A, FNM-1-1/2, FUSETRON	40	EA	\$ 2.25	\$ 90.00
146	Jack, 8 Conductor, Cat 5, Blue Leviton Part #41108RL5	60	EA	\$ 2.75	\$ 165.00
147	Jack, 8 Conductor, Cat 5, White Leviton Part #41108RW5	20	EA	\$ 2.75	\$ 55.00
150	Lamp, Indicator, 120 Volt, GE, #CR104PLB2	32	EA	\$ 77.75	\$ 2,488.00
152	Lug, Burndy #YA31	48	EA	\$ 5.34	\$ 256.32
153	Lug, Siemens, TC3K250	6	EA	\$ 95.05	\$ 570.30
154	Lug, Stud, #2AWG, 1/4"	10	EA	\$ 0.49	\$ 4.90
155	Lug, Stud, #2AWG, 3/8"	10	EA	\$ 2.27	\$ 22.70
168	Motor, Circuit Protector, CutlerHammer, #HMCP250	1	EA	\$ 1,326.00	\$ 1,326.00
175	Photo Cell, Blue, 105-285 Volt, Electronic, Fisher Pierce #N7790B-ESS	1700	EA	\$ 6.15	\$ 10,455.00
177	Plate, GFI, W. P., Receptacle, White	10	EA	\$ 0.42	\$ 4.20
178	Plate, Name, "START", #PXN1BP037	6	EA	\$ 1.71	\$ 10.26
183	Push Button, Black, GE# 104PBG10B1	6	EA	\$ 23.85	\$ 143.10

ITEM	DESCRIPTION	Qty	U.O.M.	Unit Price	Extended Price
184	Push Button, Red, GE# 104PBG10R2	6	EA	\$ 23.85	\$ 143.10
200	Sensor, Motion Detector, Leviton #ODS101DW, Graybar	4	LT	\$ 43.92	\$ 175.68
201	SQ D, Power Link, Circuit breaker, #Q0320AS	4	EA	\$ 259.00	\$ 1,036.00
204	Starter, Soft, Cutler Hammer, #S801R113N3S	1	EA	\$ 4,520.00	\$ 4,520.00
205	Starter, Soft, Eaton/Cutler Hammer, Model 5801R10N35	1	EA	\$ 3,768.55	\$ 3,768.55
219	Tape, Pipe, Wrapping, 20 Mil	4	RO	\$ 4.39	\$ 17.56
224	Ties, Cable, .100 x 4", Natural	300	EA	\$ 0.07	\$ 21.00
225	Ties, Cable, .100 x 4", Natural	100	EA	\$ 0.07	\$ 7.00
226	Ties, Cable, .100 x 8", Natural	800	EA	\$ 0.08	\$ 64.00
227	Ties, Cable, .187 x 11", Natural	800	EA	\$ 0.17	\$ 136.00
228	Ties, Cable, .187 x 5.5", Natural	800	EA	\$ 0.09	\$ 72.00
229	Ties, Cable, .300 x 14", Natural	600	EA	\$ 0.20	\$ 120.00
230	Ties, Cable, 100 x 3.62", Natural	100	EA	\$ 0.06	\$ 6.00
239	Union, Conduit, 3/4"	10	FT	\$ 9.85	\$ 98.50
240	Unistrut, Slotted, 1-5/8", Gal.	20	FT	\$ 1.30	\$ 26.00
241	Unistrut, Slotted, 7/8"	100	FT	\$ 1.03	\$ 103.00
242	Wallplate, 2 Port, Ivory, Leviton Part #410802IP	30	EA	\$ 1.09	\$ 32.70
243	Wallplate, 2 Port, White, Leviton Part #410802WP	20	EA	\$ 1.09	\$ 21.80
244	Wallplate, 3 Port, Ivory, Leviton Part #410803IP	20	EA	\$ 1.09	\$ 21.80
245	Wallplate, 3 Port, White, Leviton Part #410803W	20	EA	\$ 1.09	\$ 21.80
246	Wire, Electrical, 4/0 XHHW, Stranded, Black	230	FT	\$ 3.33	\$ 765.90
247	Wire, Electrical, 4/0 XHHW, Stranded, Blue	230	FT	\$ 3.33	\$ 765.90
248	Wire, Electrical, 4/0 XHHW, Stranded, Green	230	FT	\$ 3.33	\$ 765.90
249	Wire, Electrical, 4/0 XHHW, Stranded, Red	230	FT	\$ 3.33	\$ 765.90
264	Wire, Electrical, CU, Stranded, THHN, #12, Black, price "per foot" based on 500 FT/RO	3,000	FT	\$ 0.07	\$ 210.00
265	Wire, Electrical, CU, Stranded, THHN, #12, Blue, price "per foot" based on 500 FT/RO	1,000	FT	\$ 0.07	\$ 70.00
266	Wire, Electrical, CU, Stranded, THHN, #12, Brown, price "per foot" based on 500 FT/RO	500	FT	\$ 0.07	\$ 35.00
267	Wire, Electrical, CU, Stranded, THHN, #12, Gray, price "per foot" based on 500 FT/RO	500	FT	\$ 0.07	\$ 35.00
268	Wire, Electrical, CU, Stranded, THHN, #12, Green, price "per foot" based on 500 FT/RO	4,000	FT	\$ 0.07	\$ 280.00
269	Wire, Electrical, CU, Stranded, THHN, #12, Orange, price "per foot" based on 500 FT/RO	500	FT	\$ 0.07	\$ 35.00
270	Wire, Electrical, CU, Stranded, THHN, #12, Red, price "per foot" based on 500 FT/RO	3,000	FT	\$ 0.07	\$ 210.00

ITEM	DESCRIPTION	Qty	U.O.M.	Unit Price	Extended Price
271	Wire, Electrical, CU, Stranded, THHN, #12, White, price "per foot" based on 500 FT/RO	3,000	FT	\$ 0.07	\$ 210.00
272	Wire, Electrical, CU, Stranded, THHN, #12, Yellow, price "per foot" based on 500 FT/RO	500	FT	\$ 0.07	\$ 35.00
273	Wire, Electrical, CU, Stranded, THHN, #14, Black, price "per foot" based on 500 FT/RO	500	FT	\$ 0.05	\$ 25.00
274	Wire, Electrical, CU, Stranded, THHN, #14, Blue, price "per foot" based on 500 FT/RO	500	FT	\$ 0.05	\$ 25.00
275	Wire, Electrical, CU, Stranded, THHN, #14, Brown, price "per foot" based on 500 FT/RO	500	FT	\$ 0.05	\$ 25.00
276	Wire, Electrical, CU, Stranded, THHN, #14, Green, price "per foot" based on 500 FT/RO	1,000	FT	\$ 0.05	\$ 50.00
277	Wire, Electrical, CU, Stranded, THHN, #14, Red, price "per foot" based on 500 FT/RO	500	FT	\$ 0.05	\$ 25.00
278	Wire, Electrical, CU, Stranded, THHN, #14, Red, price "per foot" based on 500 FT/RO	500	FT	\$ 0.05	\$ 25.00
279	Wire, Electrical, CU, Stranded, THHN, #18, Black, price "per foot" based on 500 FT/RO	500	FT	\$ 0.03	\$ 15.00
280	Wire, Electrical, CU, Stranded, THHN, #18, Red, price "per foot" based on 500 FT/RO	1,000	FT	\$ 0.03	\$ 30.00
281	Wire, Electrical, THHN #2, Black, price "per foot" based on 500 FT/RO	500	FT	\$ 0.71	\$ 355.00
282	Wire, Electrical, THHN, #2, Gray, Stranded	500	FT	\$ 0.71	\$ 355.00
283	Wire, Electrical, THHN, #4, Black, price "per foot" based on 500 FT/RO	2,000	FT	\$ 0.46	\$ 920.00
284	Wire, Electrical, Tray, Cable, #97715 THHN, #14, 7 Conductor, 600 Volt,	250	FT	\$ 0.58	\$ 145.00
285	Wire, Electrical, XHHW, #4, Black, Stranded	920	FT	\$ 0.63	\$ 579.60
286	Wire, MC., 12-2, with Ground, price "per foot" based on 250 FT/RO	250	FT	\$ 0.30	\$ 75.00
287	Wire, MC., 12-3, with Ground, price "per foot" based on 250 FT/RO	250	FT	\$ 0.50	\$ 125.00
288	Wire, Terminal Connector, Fork, 1/2 12-10 AWG, yellow	2	EA	\$ 0.44	\$ 0.88
289	Wire, Terminal Connector, Ring, 10-12 AWG #1/4, yellow	1	EA	\$ 0.44	\$ 0.44
290	Wire, Terminal Connector, Ring, 10-12 AWG #10	1	EA	\$ 0.44	\$ 0.44
291	Wire, Terminal Connector, Ring, 10-12 AWG #10, yellow	1	EA	\$ 0.44	\$ 0.44
292	Wire, Terminal Connector, Ring, 10-12 AWG #8, yellow	1	EA	\$ 0.44	\$ 0.44
293	Wire, Terminal Connector, Ring, 18-14 AWG #10, blue	1	EA	\$ 0.37	\$ 0.37
294	Wire, Terminal Connector, Ring, 18-14 AWG #8, blue	1	EA	\$ 0.37	\$ 0.37
295	Wire, Terminal Connector, Ring, 18-14 AWG 1/4, blue	1	EA	\$ 0.37	\$ 0.37
296	Wire, THHN, 350 MCM, #350MCMTHHNSTBLA	300	FT	\$ 0.36	\$ 108.00

ITEM	DESCRIPTION	Qty	U.O.M.	Unit Price	Extended Price
297	Wire, THHN, 4/0, WIRC4 / 0THHNXTBLA	200	FT	\$ 0.22	\$ 44.00
298	Wiring Cover, Duct, 1", T&B #99010, price "per foot"	12	FT	\$ 0.33	\$ 3.96
299	Wiring, Duct T&B #91020, price "per foot"	12	FT	\$ 0.68	\$ 8.16
TOTAL AMOUNT					\$ 99,122.90

CITY OF CHANDLER PURCHASE CONTRACT
ELECTRICAL SUPPLIES
AGREEMENT NO.: BF9-998-2741

THIS AGREEMENT is made and entered into this 23rd day of September, 2009, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Electric Supply 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 ten (10) calendar days after receipt of a Contract Purchase Order (ARO).
5. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed Five Thousand Seven Hundred Sixty Three Dollars and Four Cents (\$5,763.04) 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 destination. Delivery location shall be to the City of Chandler, Central Supply Division, 975 E. Armstrong Way, Bldg. I, Chandler, AZ 85286. 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 (After 180 Days).** CITY may approve a fully documented request for a price increase only after the Contract has been in effect for 180 days. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. CITY shall determine whether the requested price increase or an alternate option, is in the best interest of CITY. If a price increase is agreed upon a written Contract Amendment shall be approved and executed by the Parties.
- 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 thirtyone 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 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: <u>Central Supply</u></p> <p>Contact: <u>William Robinson</u></p> <p>Mailing Address: <u>PO Box 4008, MS 903</u></p> <p>Physical Address: <u>975 E. Armstrong Way,</u> <u>Bldg. I</u></p> <p>City, State, Zip <u>Chandler, AZ 85286</u></p> <p>Phone: <u>480-782-2416</u></p> <p>FAX: <u>480-782-2420</u></p>	<p>In the case of the CONTRACTOR</p> <p>Firm Name: <u>Electric Supply Inc.</u></p> <p>Contact: <u>Rob Wengrzyn</u></p> <p>Address: <u>917 W. Madison</u></p> <p>City, State, Zip <u>Phoenix, AZ 85007</u></p> <p>Phone: <u>602-252-2343</u></p> <p>FAX: <u>602-257-9653</u></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.

Exhibit A
Specifications / Pricing

ITEM	DESCRIPTION	Qty	U.O.M.	Unit Price	Extended Price
10	Blank, Snap-In, 1/2"	12	EA	\$ 0.11	\$ 1.32
11	Blank, Snap-In, 3/4"	12	EA	\$ 0.13	\$ 1.56
14	Box, Metal, Concentric, K.O., 4 Sq Deep	10	EA	\$ 0.43	\$ 4.30
21	Breaker, Square D, 1P, #MG24425	10	EA	\$ 44.99	\$ 449.90
45	Conduit Body, 1", "C"	2	EA	\$ 3.88	\$ 7.76
46	Conduit Body, 1", LB	3	EA	\$ 3.88	\$ 11.64
48	Conduit Body, 1", Malleable, T	2	EA	\$ 2.56	\$ 5.12
49	Conduit Body, 1/2", Malleable, LB	5	EA	\$ 3.57	\$ 17.85
51	Conduit Body, 3/4", Alum. LB, Appleton #LB75M	5	EA	\$ 2.56	\$ 12.80
52	Conduit Body, 3/4", Alum. LL, Appleton #LL75M	5	EA	\$ 2.56	\$ 12.80
53	Conduit Body, 3/4", Malleable, LB	10	EA	\$ 4.20	\$ 42.00
54	Conduit Body, 3/4", Malleable, T	5	EA	\$ 2.29	\$ 11.45
70	Connector, 45, Flex, Metallic, Liquidtight, 1/2"	6	EA	\$ 2.81	\$ 16.86
71	Connector, Comp, Electrical Metallic Tubing, 3/4"	25	EA	\$ 0.40	\$ 10.00
72	Connector, Comp., Electrical Metallic Tubing, 1/2"	50	EA	\$ 0.28	\$ 14.00
73	Connector, Crimp, T&B STA KON, #RA186F	100	EA	\$ 0.35	\$ 35.00
74	Connector, Crimp, T&B STA KON, #RC1010F	100	EA	\$ 0.42	\$ 42.00
75	Connector, Crimp, T&B, Elect., #2AWG, Butt /splice, Non-Insul.	30	EA	\$ 1.60	\$ 48.00
76	Connector, flex, 90, metallic, Liquidtight, 1/2"	10	EA	\$ 2.81	\$ 28.10
77	Connector, flex, 90, metallic, Liquidtight, 3/4"	10	EA	\$ 4.58	\$ 45.80
78	Connector, Hubbell, 1/2", #SHC1021CR	6	EA	\$ 3.27	\$ 19.62
79	Connector, Hubbell, 1/2", #SHC106	6	EA	\$ 24.22	\$ 145.32
80	Connector, strait, flex, screwin, 1/2"	12	EA	\$ 0.24	\$ 2.88
81	Connector, strait, PVC coated, flex, metallic, Liquidtight, 1/2"	10	EA	\$ 1.60	\$ 16.00
82	Connector, strait, PVC coated, flex, metallic, Liquidtight, 3/4"	6	EA	\$ 2.56	\$ 15.36
83	Connector, Woodhead, Part #32669	8	EA	\$ 43.81	\$ 350.48
84	Connector, Woodhead, Part #32681	4	EA	\$ 21.85	\$ 87.40
85	Contacto, 120 V Coil, 30A, 3 Pole General Purpose	4	EA	\$ 36.68	\$ 146.72
86	Contacto, 120 V Coil, 30A, 4 Pole General Purpose	5	EA	\$ 48.41	\$ 242.05
87	Contacto, Magnetic, Part # DP12VO4	4	RO	\$ 18.68	\$ 74.72
91	Cover, for 1" LB/C, Conduit Body	7	EA	\$ 1.03	\$ 7.21
92	Cover, for 1", Malleable, Conduit Body	5	EA	\$ 1.07	\$ 5.35
94	Cover, for 1/2", Malleable, Conduit Body	15	EA	\$ 0.62	\$ 9.30
96	Cover, for Conduit Body, 3/4"	5	EA	\$ 0.84	\$ 4.20
99	Crimper, Dieless, Hydraulic, #1990, Greenlee	1	EA	\$ 2,016.83	\$ 2,016.83

ITEM	DESCRIPTION	Qty	U.O.M.	Unit Price	Extended Price
100	Cutter, Cable, Greelee #760	1	EA	\$ 182.00	\$ 182.00
101	Cutter, Carbide, Greelee #660	1	EA	\$ 229.64	\$ 229.64
104	Disconnect, 60 AMP, 3-Pole, Fusable, NEMA 1, 250V	1	EA	\$ 52.43	\$ 52.43
136	Gasket, for 1" LB/C/T, Conduit Body	10	EA	\$ 0.59	\$ 5.90
137	Gasket, for 1/2 lb, Conduit Body	15	EA	\$ 0.46	\$ 6.90
138	Gasket, for 3/4 lb, Conduit Body	12	EA	\$ 0.46	\$ 5.52
145	Hub, Rigid, 1-1/4", Meyers	4	EA	\$ 5.07	\$ 20.28
148	Kit, Mounting, Hoffman, #CMFKSS	5	EA	\$ 33.76	\$ 168.80
165	Meyers Hub, 1"	2	EA	\$ 4.09	\$ 8.18
166	Meyers Hub, 3/4"	10	EA	\$ 3.20	\$ 32.00
173	Nipple, Chase, 1/2"	18	EA	\$ 0.32	\$ 5.76
174	Outlet, Duplex, Ivory, Eagle, 2132V, 25 PER BOX	10	BX	\$ 0.16	\$ 1.60
176	Plate, 4 Sq. Blank	5	EA	\$ 0.22	\$ 1.10
180	Plate, Outlet, Duplex, White, Eagle, 2132W, 25 PER BOX.	10	BX	\$ 0.16	\$ 1.60
181	Plate, W.P., Blank, 1 Gang	1,300	EA	\$ 0.42	\$ 546.00
189	Receptacle, PVC, 16 AWG, 12" Leads. D. Woodhead, #3R2006A20A120	3	EA	\$ 46.45	\$ 139.35
191	Relay, IDEC, RH1B-U, Pole 120 Vac. Coil	10	EA	\$ 5.30	\$ 53.00
237	Transformer, Current, Square D 400:5, CAT# 180R-40, 600 Volt	3	EA	\$ 113.76	\$ 341.28
TOTAL AMOUNT OF BID FOR ALL LINE ITEMS					\$ 5,763.04

CITY OF CHANDLER PURCHASE CONTRACT
ELECTRICAL SUPPLIES
AGREEMENT NO.: BF9-998-2741

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 Wholesale Electric, 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 fourteen (14) calendar days after receipt of a Contract Purchase Order (ARO).
5. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed Seventy Two Thousand Nine Hundred Forty Two Dollars and Twelve Cents (\$72,942.12) 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 destination. Delivery location shall be to the City of Chandler, Central Supply Division, 975 E. Armstrong Way, Bldg. I, Chandler, AZ 85286. 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 (After 180 Days).** CITY may approve a fully documented request for a price increase only after the Contract has been in effect for 180 days. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. CITY shall determine whether the requested price increase or an alternate option, is in the best interest of CITY. If a price increase is agreed upon a written Contract Amendment shall be approved and executed by the Parties.
- 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 thirtyone 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 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: <u>Central Supply</u></p> <p>Contact: <u>William Robinson</u></p> <p>Mailing Address: <u>PO Box 4008, MS 903</u></p> <p>Physical Address: <u>975 E. Armstrong Way, Bldg. I</u></p> <p>City, State, Zip: <u>Chandler, AZ 85286</u></p> <p>Phone: <u>480-782-2416</u></p> <p>FAX: <u>480-782-2420</u></p>	<p>In the case of the CONTRACTOR</p> <p>Firm Name: <u>Brown Wholesale Electric</u></p> <p>Contact: <u>Laura Sundberg</u></p> <p>Address: <u>3425 E. Van Buren, Ste. 140</u></p> <p>City, State, Zip: <u>Phoenix, AZ 85008</u></p> <p>Phone: <u>602-275-8521</u></p> <p>FAX: <u>602-275-9632</u></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

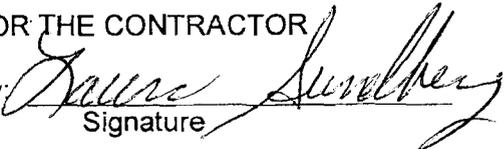
38-501. Any such interests were disclosed in CONTRACTOR'S proposal to CITY.

- 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 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

MAYOR

FOR THE CONTRACTOR
By: 
Signature

ATTEST:

City Clerk

SEAL ATTEST: If Corporation

Secretary

Approved as to form:

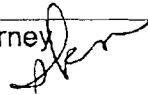
City Attorney 

Exhibit A
Specifications / Pricing

ITEM	DESCRIPTION	Qty	U.O.M.	Unit Price	Extended Price
44	Compression, Lugs, 4/0 AWG 3/8"	8	EA	\$ 1.25	\$ 10.00
50	Conduit Body, 1/2", PVC Coated, LB	2	EA	\$ 32.64	\$ 65.28
55	Conduit Body, 3/4", PVC Coated LB	10	EA	\$ 36.91	\$ 369.10
95	Cover, for 3/4", Malleable, Conduit Body	15	EA	\$ 0.65	\$ 9.75
97	Cover, Handhole, Oval, Gray w/Gray Screws, for SL-1 Pole	100	EA	\$ 17.65	\$ 1,765.00
102	Disconnect, 100 AMP, 3-Pole, Fusable, NEMA 1, 480/600V	1	EA	\$ 194.87	\$ 194.87
103	Disconnect, 30 AMP, 3-Pole, Fusable, NEMA 1, 480/600V	1	EA	\$ 84.81	\$ 84.81
107	Elbow, PVC coated, 1/2", 45, liquidtight	12	EA	\$ 36.00	\$ 432.00
108	Elbow, PVC coated, 1/2", 90, liquidtight	12	EA	\$ 35.00	\$ 420.00
109	Elbow, PVC coated, 3/4", 45, liquidtight	12	EA	\$ 42.70	\$ 512.40
110	Elbow, PVC coated, 3/4", 90, liquidtight, rigid sweep	10	EA	\$ 42.00	\$ 420.00
116	Fuse, 1 AMP, 600 Volt, Bussmann #KTK1	10	EA	\$ 3.74	\$ 37.40
119	Fuse, 100A, FRS-R-100	6	EA	\$ 15.50	\$ 93.00
120	Fuse, 10A, KTK-10, HCLR-10 Brush	800	EA	\$ 3.04	\$ 2,432.00
123	Fuse, 20A, Bussmann #FRNR5	20	EA	\$ 2.35	\$ 47.00
125	Fuse, 20A, KTK	10	EA	\$ 3.76	\$ 37.60
126	Fuse, 30A, FRS-R-30	6	EA	\$ 4.15	\$ 24.90
128	Fuse, 50A, FRNR-50	12	EA	\$ 3.62	\$ 43.44
129	Fuse, 6A, KTK, Bussman, 600V Midget Fuse	10	EA	\$ 4.16	\$ 41.60
133	Fuse, BUSS, #JJS250, 600 Volt	3	EA	\$ 35.75	\$ 107.25
135	Fuse, Dual Element, Time delay, Fusetron, FRNR-15, 15 AMP	6	EA	\$ 1.98	\$ 11.88
139	GE #MDCL25SOA22FMC62 with Power Doors	10	EA	\$ 195.00	\$ 1,950.00
144	Hub, PVC Coated, 3/4: Rob-Roy	11	EA	\$ 2.88	\$ 31.68
156	Luminaire C642N751,60HZ, 120LV, 2.6 AMPS, Power Door, 250W HPS, M250	8	EA	\$ 174.00	\$ 1,392.00
157	Luminaire, HPS, 120V, 100W, Square Head, American Electric #53105RN120RFG with power doors	6	EA	\$ 158.00	\$ 948.00
158	Luminaire, HPS, 120V, 150W, Square Head	6	EA	\$ 167.00	\$ 1,002.00
159	Luminaire, HPS, 120V, 150W, Square head, American Electric #53155RN120R2FG with power doors	12	EA	\$ 167.00	\$ 2,004.00
160	Luminaire, HPS, 120V, 250W, Cobra Head, American Electric #325-OH135-DJDOA,	56	EA	\$ 174.00	\$ 9,744.00
161	Luminaire, HPS, 120V, 250W, Flat Glass, PE CONT REC M250A2 GE/AMER with Power Doros	11	EA	\$ 174.00	\$ 1,914.00
162	Luminaire, Metal Halide, 120V, 250W, Square Head, Arizona Teal, G.E. #DSMT25P1A2GMC3XX254	2	EA	\$ 620.00	\$ 1,240.00

ITEM	DESCRIPTION	Qty	U.O.M.	Unit Price	Extended Price
163	Luminaire, Street Light, 120V, 100W, GE# M2AC10S0H2GMC22	112	EA	\$ 148.00	\$ 16,576.00
164	Luminaire, Street Light, Cut Off, 120V, 150W, GE# M2AC15SOH2MC32	60	EA	\$ 150.00	\$ 9,000.00
182	Power Door, 250W HPS, M400 Cut Off, G E. Lighting System #M4AR25STM	10	EA	\$ 185.00	\$ 1,850.00
190	Receptacle, Twistlock, 30 AMP, Hubbell #HBL2730SW	1	EA	\$ 39.08	\$ 39.08
202	Starter, Cutler-Hammer, #W200M1CFC	1	EA	\$ 400.00	\$ 400.00
203	Starter, Luminaire, 35-967410-51, for 35-400 Watt Cut Off	288	EA	\$ 60.00	\$ 17,280.00
220	Tape, Scotch, Splicing, 130C	24	RO	\$ 7.10	\$ 170.40
221	Tape, Scotch, Varnished, Cambric 1", w/Adhesive	3	RO	\$ 19.62	\$ 58.86
223	Terminal, Lug, Burndy #YA31-L	3	EA	\$ 3.22	\$ 9.66
231	Timer, Clock, Tork 1101/Intermatic T101	2	EA	\$ 43.29	\$ 86.58
232	Timer, Clock, Tork 1101/Intermatic T101	2	EA	\$ 43.29	\$ 86.58
	TOTAL AMOUNT				\$ 72,942.12