

To: The Honorable Mayor and Council Members

From: Alberto Destrade, Purchasing Director 

Date: June 14, 2016

RE: **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO FERGUSON ENTERPRISES, INC., IN THE AMOUNT NOT TO EXCEED THIRTY TWO THOUSAND FIVE HUNDRED NINETY SEVEN DOLLARS AND FORTY-SEVEN CENTS (\$32,597.47), FOR THE PURCHASE OF DUCTILE IRON GATE VALVES AND ANCILLARY HARDWARE NEEDED FOR THE REHABILITATION OF CITY WATER MAINS AND FORCE MAIN UTILITY INFRASTRUCTURE, RELATING TO MIAMI-DADE COUNTY'S DEMOLITION AND RECONSTRUCTION OF THE SEABOARD ACRES PUMP STATION; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

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**RECOMMENDATION**

Staff is requesting that Mayor and City Council hereby authorize the City Manager to issue a Purchase Order to Ferguson Enterprises, Inc. ("Ferguson") at a cost not to exceed thirty-two thousand five hundred ninety-seven dollars and forty-seven cents (\$32,597.47), for the purchase and delivery of ductile iron gate valves and ancillary hardware needed for the City's replacement of water mains and force main project located near the Seaboard Acres Pump Station, along N.E. 131<sup>st</sup> Street and the C-8 Canal.

**BACKGROUND**

On January 12, 2016, the City Council approved and ratified the emergency procurement of a contract for the replacement of water mains and force main located near the Seaboard Acres Pump Station, by means of Resolution 2016-R-2. As part of this project, staff will need to purchase various gate valves and ancillary hardware in order to connect the new lines to the existing service lines.

Staff requested quotes from three different suppliers and the recommended vendor, Ferguson, submitted the lowest bid for the specified hardware and parts. Pursuant to the City's Procurement Code, any purchase of goods or services over \$25,000 must be submitted for review and approval by the City Council.

Given the above, staff recommends approval and issuance of a Purchase Order to Ferguson in an amount not-to-exceed \$32,597.47, for the purchase of gate valves and ancillary hardware for the City' replacement of water mains and force main project located near the Seaboard Acres Pump Station.

**FUNDING SOURCE**

Funding for this Purchase Order will be provided through the City's Water and Sewer Utility Funds.

**ATTACHMENTS**

Resolution

Resolution 2016-R-2

Quotes for Gate Valves & Hardware

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO FERGUSON ENTERPRISES, INC., IN THE AMOUNT NOT TO EXCEED THIRTY-TWO THOUSAND FIVE HUNDRED NINETY-SEVEN DOLLARS AND FORTY-SEVEN CENTS (\$32,597.47), FOR THE PURCHASE OF DUCTILE IRON GATE VALVES AND ANCILLARY HARDWARE NEEDED FOR THE REHABILITATION OF CITY WATER MAINS AND FORCE MAIN UTILITY INFRASTRUCTURE, RELATING TO MIAMI-DADE COUNTY'S DEMOLITION AND RECONSTRUCTION OF THE SEABOARD ACRES PUMP STATION; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, on January 12, 2016, the Mayor and Council of the City of North Miami ("City") passed and adopted Resolution No. 2016-R-2, ratifying the emergency rehabilitation of water mains and force main utility infrastructure ("City Utility") situated near the Seaboard Acres Pump Station ("Pump Station"), in an effort to avoid significant adverse structural impacts on the existing (but dilapidated) City Utility, stemming from Miami-Dade County's demolition and replacement of the Pump Station; and

**WHEREAS**, in accomplishing the rehabilitation, City administration has identified the need to purchase ductile iron-gate valves and ancillary hardware ("Equipment") to regulate the flow and pressure capacity of the City Utility and to connect the new lines to existing service lines, in accordance with permitting authorities; and

**WHEREAS**, City administration obtained competitive quotations from different companies offering the needed Equipment; and

**WHEREAS**, in response to the request for quotations, Ferguson Enterprises, Inc., was competitively selected by City administration for the provision of Equipment, at a cost not to exceed Thirty-Two Thousand Five Hundred Ninety-Seven Dollars and Forty-Seven Cents (\$32,597.47); and

**WHEREAS**, the Mayor and City Council find that the provision of Equipment is required for the proper operation of City Utility aimed at improving stormwater pumping capacity to alleviate potential flooding, and serves the public's health, safety and welfare.

**NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:**

**Section 1.**     **Authority of City Manager.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager to issue a purchase order to Ferguson Enterprises, Inc., in the amount not to exceed Thirty-Two Thousand Five Hundred Ninety-Seven Dollars and Forty-Seven Cents (\$32,597.47), for the purchase of ductile iron gate valves and ancillary hardware needed for the rehabilitation of City water mains and force main utility infrastructure, relating to Miami-Dade County's demolition and reconstruction of the Seaboard Acres Pump Station.

**Section 2.**     **Effective Date.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** by a \_\_\_\_\_ vote of the Mayor and City Council of the City of North Miami, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
DR. SMITH JOSEPH  
MAYOR

ATTEST:

\_\_\_\_\_  
MICHAEL A. ETIENNE, ESQ.  
CITY CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
JEFF P. H. CAZEAU, ESQ.  
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**Vote:**

Mayor Smith Joseph, D.O., Pharm. D.

\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

Vice Mayor Alix Desulme

\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

Councilman Scott Galvin

\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

Councilwoman Carol Keys, Esq.

\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

Councilman Philippe Bien-Aime

\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

RESOLUTION NO. 2016-R-2

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, RATIFYING THE INTERIM CITY MANAGER'S EXECUTION OF THE ATTACHED AGREEMENT, BETWEEN THE CITY OF NORTH MIAMI AND DAVID MANCINI & SONS, INC., TO PROVIDE THE EMERGENCY REPLACEMENT OF WATER MAINS AND FORCE MAIN SITUATED NEAR THE SEABOARD ACRES PUMP STATION, ALONG NORTHEAST 131<sup>ST</sup> STREET AND RUNNING UNDER THE C-8 CANAL, PURSUANT TO SECTION 7-144, CITY CODE OF ORDINANCES AND RESOLUTION NO. 2015-R-131; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

WHEREAS, Miami-Dade County is in the process of retrofitting the existing Seaboard Acres Stormwater Pump Station ("Pump Station"), generally located at the intersection of Northeast 131<sup>st</sup> Street and Memorial Highway, which will include the complete demolition and reconstruction of the Pump Station ("County Project"); and

WHEREAS, the County Project will provide the surrounding community with improved stormwater pumping capacity to alleviate flooding, but will initially pose significant adverse impact on the structural integrity of the City's water mains and force main, located near the Pump Station along Northeast 131<sup>st</sup> Street and running under the C-8 Canal; and

WHEREAS, to avoid the imminent adverse impact on the nearby residents, City administration has determined that the most appropriate course of action is to replace, on an emergency basis, the existing water mains and force main ("Services"), which already suffer from deteriorated conditions even prior to the start of the County project; and

WHEREAS, Section 7-144, City Code, allows the City Manager to make emergency procurements when there exists an immediate threat to public health, welfare, or safety or to prevent or minimize serious disruption of government services; and

WHEREAS, upon the request by City administration, David Mancini & Sons, Inc. ("Contractor") submitted a proposal which was evaluated by City administration as the most advantageous in the procurement of Services; and

**WHEREAS**, on December 8, 2015, the Mayor and City Council directed the City administration to proceed with the procurement of Services, to afford the greatest amount of protection to the residents and surrounding properties; and

**WHEREAS**, on December 8, 2015, the Mayor and City Council passed and adopted Resolution No. 2015-R-131, authorizing the Interim City Manager, Interim City Attorney and City Clerk to take all necessary action and to execute all documents affecting the health, safety and welfare of the City during the City Council's recess commencing December 9, 2015 through January 11, 2016; and

**WHEREAS**, City administration respectfully requests that the Mayor and City Council ratify the execution of the agreement to the benefit of the public health, safety and welfare, pursuant to Section 7-144, City Code of Ordinances and Resolution No. 2015-R-131.

**NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:**

**Section 1. Ratification of Executed Agreement.** The Mayor and City Council of the City of North Miami, Florida, hereby ratify the Interim City Manager's execution of the attached agreement, between the City of North Miami and David Mancini & Sons, Inc., to provide the emergency replacement of water mains and force main situated near the Seaboard Acres Pump Station, along Northeast 131<sup>st</sup> Street and running under the C-8 Canal, pursuant to Section 7-144, City Code of Ordinances and Resolution No. 2015-R-131.

**Section 2. Effective Date.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** by a 5 - 0 vote of the Mayor and City Council of the City of North Miami, Florida, this 12th day of January, 2016.

\_\_\_\_\_  
DR. SMITH JOSEPH  
MAYOR

ATTEST:

\_\_\_\_\_  
MICHAEL A. ETIENNE, ESQ.  
CITY CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
ROLAND C. GALDOS, ESQ.  
INTERIM CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Councilman Galvin

Seconded by: Mayor Joseph

**Vote:**

Mayor Smith Joseph, D.O., Pharm. D.  
Vice Mayor Carol Keys, Esq.  
Councilman Scott Galvin  
Councilman Philippe Bien-Aime  
Councilman Alix Desulme

<u>X</u>	(Yes)	_____	(No)
<u>X</u>	(Yes)	_____	(No)
<u>X</u>	(Yes)	_____	(No)
<u>X</u>	(Yes)	_____	(No)
<u>X</u>	(Yes)	_____	(No)



FEI-MIAMI WATERWORKS #1216  
 10810 S.W. 184TH ST.  
 MIAMI, FL 33157-6737

Deliver To: drew.petonick@ferguson.com  
 From: Drew Petonick  
 Comments:

14:55:49 MAY 04 2016

FEI-POMPANO BEACH, FL WW #125

Page # 1

Price Quotation

Phone : 786-573-7140

Fax : 305-969-0361

**Bid No.....:** B302904

**Bid Date.....:** 05/04/16

**Cust** 305-893-6511

**Quoted By.:** DVP

**Terms.....:** NET 10TH PROX

**Customer:** CITY OF NORTH MIAMI  
 776 NE 125 TH STREET  
 ATTN NANCY  
 NORTH MIAMI, FL 33161

**Ship To:** CITY OF NORTH MIAMI  
 776 NE 125 TH STREET  
 ATTN NANCY  
 NORTH MIAMI, FL 33161

**Cust PO#...:**

**Job Name:**

Item	Description	Quantity	Net Price	UM	Total
AFC2524MMLAOLBG	24 MJ RW DI OL GATE VLV L/A W/ BG W/ GEAR	1	12855.000	EA	12855.00
SSLDE24	24 DI MJ WDG REST GLND *ONELOK	2	219.735	EA	439.47
IMJBG24	24 MJ C153 BLT GSKT PK L/ GLAND	2	32.000	EA	64.00
AFC2516MMLAOLBG	16 MJ RW DI OL GATE VLV L/A W/ BG W/ GEAR	2	4725.000	EA	9450.00
SSLDE16	16 DI MJ WDG REST GLND *ONELOK	4	103.000	EA	412.00
IMJBG16	16 MJ C153 BLT GSKT PK L/ GLAND	4	30.000	EA	120.00
----					
AFC2512MMLAOL	12 MJ RW DI OL GATE VLV L/A	2	1275.000	EA	2550.00
SSLDE12AP	12 DI WDG REST *ONELOK W/A W/ KITS	4	85.000	EA	340.00
----					
AFC2506MMLAOL	6 MJ RW DI OL GATE VLV L/A	4	440.000	EA	1760.00
SSLDE6AP	6 DI WDG REST *ONELOK W/A W/ KITS	8	33.000	EA	264.00
----					
D118MDLAX	8 MJ PLUG VLV L/A MIAMI DADE	1	825.000	EA	825.00
SSLDE8AP	8 DI WDG REST *ONELOK W/A W/ KITS	2	44.000	EA	88.00
----					
K86056043416P	16 HYMAX REP COUP 17.10-19.20	2	985.000	EA	1970.00
K86056031516	12 HYMAX REP COUP 12.40-13.66	2	340.000	EA	680.00
K86056016316	6 HYMAX REP COUP 6.42-7.68	4	195.000	EA	780.00

**Net Total:** \$32597.47  
**Tax:** \$0.00  
**Freight:** \$0.00



FEI-POMPANO BEACH, FL WW #125

Price Quotation

Page # 2

14:55:49 MAY 04 2016

Phone : 786-573-7140

Fax : 305-969-0361

**Reference No:** B302904

**Total:** \$32597.47

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This quote is offered contingent upon the buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at [http://wolseley.com/terms\\_conditionsSale.html](http://wolseley.com/terms_conditionsSale.html).  
Govt Buyers: All items are open market unless noted otherwise.

**LEAD LAW WARNING:** It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with \*NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

**Everson, Michelle**

**From:** Alex Garcia [alexg@abpipe.net]  
**Sent:** Thursday, May 05, 2016 10:45 AM  
**To:** Everson, Michelle  
**Subject:** FW: Bid S1523232 PO# SEABOARD ACRES PROJ

Hello Michelle  
Sorry this one is in order.  
Thank you,.

Alejandro Garcia  
Sales Representative  
A&B Pipe & Supply Inc.  
T: 305.691.5000 ext. 2027 | F:305.696.6810 | C: 786.512.6805  
6500 NW 37 Avenue, Miami FL 33147  
www.abpipe.com

**From:** alexg@abpipe.net [mailto:alexg@abpipe.net]  
**Sent:** Thursday, May 05, 2016 10:44 AM  
**To:** Alex Garcia  
**Subject:** Bid S1523232 PO# SEABOARD ACRES PROJ

**Quotation**

**A&B PIPE & SUPPLY**  
**6500 NW 37TH AVENUE**  
**MIAMI, FL 33147**  
**305-691-5000 Fax 305-696-6810**

<b>Order Date</b>	<b>Order Number</b>
04/20/2016	S1523232
<b>ORDER TO:</b>	
A&B PIPE & SUPPLY	
6500 NW 37TH AVENUE	
MIAMI, FL 33147	
Phone: 305-691-5000	

QUOTE TO:  
CITY OF NORTH MIAMI  
776 NE 125TH STREET  
ATTN: ACCOUNTS PAYABLES  
NMB, FL 33161-0850

SHIP TO:  
CITY OF NORTH MIAMI  
776 NE 125TH STREET  
ATTN: ACCOUNTS PAYABLES  
NMB, FL 33161-0850

Customer Number	Customer Order Number	Release Number	Salesperson		
1918	SEABOARD ACRES PROJ		Alejandro Garcia		
Writer	Ship Via	Terms	Expr Date	Freight Allowed	
Alejandro Garcia	OT OUR TRUCK	NET 20TH	06/04/2016	No	
Description			Order Qty	Net Prc	Ext Prc
^24" A2361-23LN-9066 MJ GATE VALVE RW DI OL BEVEL GEAR NON CANCELLABLE & NON RETURNABLE			1ea	14262.000	14262.00

MEGALUG KIT DI 24" (24MEGALUGKITDI)	2ea	342.000	684.00
***** Kit Components *****			
* 1 - 24" MEGALUG GLAND FOR DI 1124			
* Loc: 409100103			
* 1 - 24" MJ RUBBER GASKET MG24			
* Loc: 401070100			
* 16 - 3/4 X 5" MJ T-BOLTS WITH NUTS TB50			
* Loc: 403060100			
*****			
^16" A2361-23-9092 MJ GATE VALVE R/W OL BEVEL GEAR	2ea	4815.000	9630.00
MEGALUG KIT DI 16" (16MEGALUGKITDI)	4ea	149.140	596.56
***** Kit Components *****			
* 1 - 16" MEGALUG GLAND FOR DI 1116			
* Loc: 409100300			
* 1 - 16" MJ RUBBER GASKET MG16			
* Loc: 401070100			
* 12 - 3/4 X 4-1/2" MJ T-BOLTS WITH NUTS TB45			
* Loc: 403060100			
*****			
^12" A2361-23-9306 MJ GATE VALVE R/W OL	2ea	1480.000	2960.00
MEGALUG KIT DI 12" (12MEGALUGKITDI)	4ea	86.300	345.20
***** Kit Components *****			
* 1 - 12" MEGALUG GLAND FOR DI 1112			
* Loc: 409100300			
* 1 - 12" MJ ACCESSORY PACKAGE LESS GLAND (BOLTS, NUTS & GASKET ONLY)			
* Loc: REAR WHSE			
*****			
^6" A2361-23-9306 MJ GATE VALVE R/W OL	4ea	470.000	1880.00
MEGALUG KIT DI 6" (6MEGALUGKITDI)	8ea	31.890	255.12
***** Kit Components *****			
* 1 - 6" MEGALUG GLAND FOR DI 1106			
* Loc: 409100100			
* 1 - 6" MJ ACCESSORY PACKAGE LESS GLAND (BOLTS, NUTS & MJ GASKET ONLY)			
* Loc: REAR WHSE			
*****			
8" MJ PLUG VALVE 2" NUT MDWSA SPEC 316SS HARDWARE BLACK ENAMEL EXT. (0800-600N1-TC)	1ea	940.000	940.00
MEGALUG KIT DI 8" (8MEGALUGKITDI)	2ea	43.600	87.20

***** Kit Components *****			
* 1 - 8" MEGALUG GLAND FOR DI 1108			
* Loc: 409100200			
* 1 - 8" MJ ACCESSORY PACKAGE LESS GLAND			
* (BOLTS, NUTS & GASKET ONLY)			
* Loc: REAR WHSE			
*****			
16" HYMAX UNIVERSAL CLAMP COUP (17.10" - 19.20") #2000-1920-260 (2000-1920-260) NON CANCELLABLE & NON RETURNABLE	2EA	805.000	1610.00
12" O.S. HYMAX UNIVERSAL CLAMP COUP (13.15" - 14.41") #2000-1441-260 (2000-1441-260) NON CANCELLABLE & NON RETURNABLE	2EA	369.000	738.00
6" HYMAX UNIVERSAL CLAMP COUP (6.42" - 7.68") #2000-0768-260 (2000-0768-260)	4EA	181.000	724.00
Shipping Instructions:  This is a quotation only & is valid based on receiving a complete order. Changes in qtys and/or materials within the quotation is subject to a re-quote & price change. Prices may change due to market conditions. Availability is subject to prior sale. Taxes extra.	<b>Subtotal</b>		<b>34712.08</b>
	<b>Tax</b>		<b>*****</b>
	<b>Freight</b>		<b>0.00</b>
	<b>Handling</b>		<b>0.00</b>
	<b>Total</b>		<b>34712.08</b>

# Bid Proposal for City of North Miami - Misc.

CUSTOMER

**NORTH MIAMI, CITY OF**  
CITY OF NORTH MIAMI  
PUBLIC WORKS - METER SHOP  
N MIAMI, FL 33181

**Job**  
City of North Miami - Misc.  
Bid Date: 05/06/2016 03:30 p.m.

CONTACT

**Sales Representative**  
Susan Helms  
(M) 407-383-7008  
(T) 407-383-7008  
(F) 321-482-5057  
(E) Susan.Helms@hdsupply.com

**HD Supply Waterworks**  
18701 SW 108th Ave  
Miami, FL 33157  
(T) 786-573-3401

NOTES



Bid Proposal for City of North Miami - Misc.

**NORTH MIAMI, CITY OF**  
**Bid Date:** 05/06/2016 03:30 p.m.  
**HD Supply Bid #:** 90413

**HD Supply Waterworks**  
 18701 SW 108th Ave  
 Miami, FL 33157  
**Phone:** 786-573-3401  
**Fax:** 786-573-3440

Seq#	Qty	Item/Alias	Description	Units	Price	Ext Price
10	1	NS	24 RW DI OL GATE VALVE W\GEAR	EA	14,766.95	14,766.95
20	2	21AMF8241124	24 EBAA MEGALUG MJ DI 1124 RST F/DI PIPE, BLACK	EA	316.18	632.36
30	2	21AMGB24	24 MJ REGULAR ACC SET L/GLAND LESS GLAND	EA	45.43	90.86
40	2	NS	16 MJ RW DI OL GATE VLV W\GE	EA	5,517.84	11,035.68
50	4	21AMF8161116	16 EBAA MEGALUG MJ DI 1116 RST F/DI PIPE, BLACK	EA	129.61	518.44
60	4	21AMGB16	16 MJ REGULAR ACC SET L/GLAND LESS GLAND	EA	32.53	130.12
70	2	5112F6100	12 F6100 MJ RW GV OL ON CLOW GATE VALVE	EA	1,552.57	3,105.14
80	4	21AMF8121112	12 EBAA MEGALUG MJ DI 1112 RST F/DI PIPE , BLACK	EA	71.07	284.28
90	4	21AMGB12	12 MJ REGULAR ACC SET L/GLAND (LESS GLAND)	EA	20.48	81.92
100	4	5106F6100LA	6 F6100 MJ RW GV OL ON L/ACC CLOW GATE VALVE EPOXY COATED W/STAINLESS STEEL BOLTS & NUTS	EA	504.62	2,018.48
110	8	21AMF8061106	6 EBAA MEGALUG MJ DI 1106 RSTR F/DI PIPE , BLACK	EA	21.62	172.96
120	8	21AMGB06	6 MJ REGULAR ACC SET L/GLAND (LESS GLAND)	EA	13.97	111.76
130	1	5708MPV	8 MJ PLUG VALVE	EA	1,165.72	1,165.72
140	2	21AMF8081108	8 EBAA MEGALUG MJ DI 1108 RSTR F/DI PIPE , BLACK	EA	33.00	66.00
150	2	21AMGB08	8 MJ REGULAR ACC SET L/GLAND (LESS GLAND)	EA	15.08	30.16
160	2	7486056043416P	860-56-0434-16P 16" HYMAX CPLG 17.10-18.19 LR, 18.11-19.20 HR	EA	852.72	1,705.44
170	2	7486056031516	860-56-0315-16 12" HYMAX CPLG 12.40-13.03 LR; 12.99-13.66 HR OD	EA	387.36	774.72
180	4	7486056016316	860-56-0163-16 6" HYMAX CPLG 6.42-7.05 LR; 7.01-7.68 HR OD	EA	185.16	740.64
					<b>Tax</b>	0.00
					<b>Total</b>	<b>37,431.63</b>

## TERMS AND CONDITIONS OF SALE ("Terms")

1. All references in this document to "Seller" shall include HD Supply, Inc. and / or any parent, subsidiary or affiliate of HD Supply, Inc. (including any division of the foregoing) whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".
2. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.
3. Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions if made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.
4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.
5. Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.
6. Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.
7. When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.
8. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.
9. Unless otherwise agreed in writing, payment terms are net 30 days from delivery, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby.
10. Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.
11. Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to HD Supply, Inc. or to any affiliate, parent or subsidiary of HD Supply, Inc.
12. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of Georgia without regard to conflicts of laws rules, and specifically excluding the UN Convention on Contracts for the International Sale of Goods. The Parties agree that any legal action arising under or related to this Agreement shall be brought in Cobb County, Georgia, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.
13. If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such changes. Buyer and Seller are the only intended beneficiaries of this document, and there are no third party beneficiaries.
14. The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.
15. The following provisions shall survive termination, cancellation and completed performance of this Agreement as long as necessary to allow the aggrieved party to fully enforce such clauses: 5, 6, 9, 10, 11 and 12.