# OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney 411 West Ocean Boulevard, 9th Floor Long Beach. CA 90802-4664

# <u>AGREEMENT</u>

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THIS AGREEMENT is made and entered, in duplicate, as of September 22, 2021 for reference purposes only, pursuant to Resolution No. RES-21-0106 adopted by the City Council of the City of Long Beach at its meeting on September 7, 2021, by and between FERGUSON ENTERPRISES, LLC, a Virginia limited liability company, as successor to FERGUSON US HOLDINGS, INC. ("Contractor"), whose address is 12500 Jefferson Avenue, Newport News, Virginia 23602, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, Section 1802 of the Long Beach City Charter permits the City to make purchases under the purchasing contracts of other governmental agencies when authorized to do so by a resolution; and

WHEREAS, the City requires as-needed plumbing supplies; and
WHEREAS, Ferguson US Holdings, Inc. has a contract with Orange County,
California, for plumbing and various supplies, Contract No. MAS-080-19011226; and

WHEREAS, Ferguson US Holdings, Inc. and Orange County, California entered into two Amendments to Contract No. MAS-080-19011226 amending various terms, including extending the term date (the two Amendments together with Contract shall be the "Orange County Contract"); and

WHEREAS, Resolution No. RES-21-0106 authorizes the City to purchase as-needed plumbing supplies by virtue of the Orange County Contract;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

- 1. The Orange County Contract with Contractor, attached hereto as Exhibit "A", is incorporated by this reference as if fully set forth, and the same terms and conditions contained in the Orange County Contract shall be applicable here except as follows:
  - A. Wherever the Orange County Contract refers to Orange

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County, California, it shall be deemed to refer to the City of Long Beach;

- B. Contractor shall purchase as-needed plumbing supplies of substantially the same type and kind purchased under the Orange County Contract, except as modified by Exhibit "B" attached hereto and incorporated by this reference, in an annual amount not to exceed Seven Hundred Twenty-Five Thousand Dollars (\$725,000), with a twenty percent (20%) contingency in the amount of One Hundred Forty-Five Thousand Dollars (\$145,000), for a total annual amount not to exceed Eight Hundred Seventy Thousand Dollars (\$870,000), until the current Contract expires on February 10, 2024, and at the discretion of the City Manager, including tax and fees. To the extent that the Orange County Contract and this Agreement are inconsistent, the following priority shall govern: (1) this Agreement and (2) the Orange County Contract.
- C. Payment for the as-needed plumbing supplies purchased from Contractor by the City shall be made by the City on delivery to and acceptance of the as-needed plumbing supplies by the City and submittal of an invoice to the City. Payment is due thirty (30) days after the date of the invoice.
  - D. All warranties shall accrue to the City of Long Beach.
- 2. The term of this Agreement shall commence at midnight on February November 1, 2021, and shall terminate at 11:59 p.m. on February 10, 2024, with the option to renew for as long as the Orange County Contract is in effect, at the discretion of the City Manager.
- 3. Neither this Agreement nor any money that becomes due to Contractor under this Agreement may be assigned by Contractor without the prior written consent of the City Manager or his designee.
- 4. Any notice given under this Agreement shall be in writing and personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be delivered or mailed to Contractor at the relevant address first stated above, and to the City at 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice

shall be deemed given three (3) days after deposit in the mail.

- 5. The terms appearing on the Orange County Contract are incorporated in this Agreement.
- 6. Contractor shall cooperate with the City in all matters relating to self-accrual of use tax. Contractor shall contact the City Treasurer for additional information regarding self-accrual.
- 7. Contractor shall procure and maintain at Contractor's expense for the duration of this Agreement, the following insurance:
  - A. As a condition precedent to the effectiveness of this Agreement, Contractor shall procure and maintain at Contractor's expense for the duration of this Agreement from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A-:VII by A.M. Best and Company the following insurance:
  - B. Commercial general liability insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach and its officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property subject to the indemnification provision of the master agreement and caused in whole or in part by or in the course of activities or work performed by or on behalf of the Contractor or caused in whole or in part by or resulting from the use of products provided under this Agreement in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
  - C. Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation

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against the City of Long Beach and its officials, employees, and agents.

- D. If use of a vehicle is part of the scope of services, commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than One Million Dollars (US \$1.000,000) combined single limit (CSL) covering Symbol 1 ("any auto").
- Any self-insurance program or self-insurance retention shall protect the City of Long Beach and its officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.
- F. Any subcontractors which Contractor may use in the performance of this Agreement shall be required to indemnify the City to the same extent as the Contractor and to maintain insurance in compliance with the provisions of this section.
- G. Contractor shall deliver to City certificates of insurance and endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the electronic signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than three (3) years. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Agreement. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk

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Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Agreement.

#### 8. Indemnification.

A. Contractor shall indemnify, protect and hold harmless City of Long Beach, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties") from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs, and expenses, arising or alleged to have arisen, in whole or in part, out of or in connection with, but only to the extent directly due to the (1) Contractor's breach or failure to comply with any of its obligations contained in this Agreement, including any obligations arising from the Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of or provision of work, products, or services under this Agreement (collectively "Claims" or individually "Claim").

In addition to Contractor's duty to indemnify, Contractor shall B. have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel, from and against all third-party Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City of Long Beach shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

> If a court of competent jurisdiction determines that a Claim C.

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was caused by the negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

- D. The provisions of this Section shall survive the expiration or termination of this Agreement.
- 9. This Agreement and all documents which are incorporated by reference in this Agreement constitute the entire understanding between the parties and supersede all other agreements, oral or written, with respect to the subject matter of this Agreement.

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1 IN WITNESS WHEREOF, the parties have caused this document to be duly 2 executed with all formalities required by law as of the date first stated above. 3 FERGUSON ENTERPRISES, LLC, a Virginia limited liability company, as successor to FERGUSON US HOLDINGS, 5 6 By\_ Name Dan 7 8 9 Name Title\_ 10 "Contractor" 11 CITY OF LONG BEACH, a municipal 12 corporation October 28 13 2021 TO SECTION ASSOCIATION 14 THE CITY CHARTER. 15 "City" 16 This Agreement is approved as to form on 2021. 17 CHARLES PARKIN City Attorney 18 19 Deputy 20 21 22 23 24 25 26 27 28 7 ARW.bg A21-02412 01317147.DOCX

IN WITNESS WHEREOF, the parties have caused this document to be duly 1 executed with all formalities required by law as of the date first stated above. 2 3 FERGUSON ENTERPRISES, LLC, a Virginia limited liability company, as 4 successor to FERGUSON US HOLDINGS. 5 6 , 2021 By \_\_\_\_\_ Name \_\_\_\_\_ 7 Title\_\_\_\_\_ 8 \_\_\_\_\_, 2021 By\_\_\_\_\_ Name\_\_\_\_\_ 9 Title\_\_\_\_\_ 10 "Contractor" 11 OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney 411 West Ocean Boulevard, 9th Floor Long Beach. CA 90802-4664 CITY OF LONG BEACH, a municipal 12 corporation 13 \_\_\_\_\_, 2021 By\_\_\_\_\_City Manager 14 15 "City" 16 This Agreement is approved as to form on \_\_\_\_\_\_, 2021. 17 CHARLES PARKIN, City Attorney 18 19 Ву \_\_\_\_\_ Deputy 20 21 22 23 24 25 26 27 28 7

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# EXHIBIT "A"

## CONTRACT MA-080-19011226

FOR

# PLUMBING AND VARIOUS SUPPLIES

BETWEEN

OC PUBLIC WORKS

AND

FERGUSON ENTERPRISE INC. DBA AIR COLD SUPPLY



# CONTRACT MA-080-19011226 WITH FERGUSON ENTERPRISE INC. DBA AIR COLD SUPPLY FOR PLUMBING AND VARIOUS SUPPLIES

THIS CONTRACT MA-080-19011226 for Plumbing and Various Supplies (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and Ferguson Enterprise Inc. Dba Air Cold Supply, with a place of business at 2750 S. Towne Ave. Pomona CA, 91766 (hereinafter referred to as "Contractor"), with a County and Contractor sometimes referred to as "Party" or collectively as "Parties".

#### **ATTACHMENTS**

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A - Scope of Work

Attachment B - Payment/Compensation

#### **RECITALS**

WHEREAS, Contractor and County are entering into this Contract for Plumbing and various supplies under a usage Contract; and,

WHEREAS, County solicited Contract for Plumbing and various supplies as set forth herein, and Contractor represented that it is qualified to provide Plumbing and various supplies to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Plumbing and various supplies to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and,

NOW, THEREFORE, the Parties mutually agree as follows:

#### **DEFINITIONS**

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

#### **ARTICLES**

#### **General Terms and Conditions:**

A. Governing Law and Venue: This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto

agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. Entire Contract: This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Procurement Officer or designee.
- C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. Taxes: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Delivery: Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. Acceptance Payment: Unless otherwise agreed to in writing by County; 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty: Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in article "Y" below, and as more fully described in article "Y," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or

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copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in article "Y" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- I. Assignment: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. Non-Discrimination: In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. Termination: In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. Consent to Breach Not Walver: No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Independent Contractor: Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. Performance Warranty: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. Insurance Requirements: Contractor will need to comply with the following insurance requirements if making the deliveries to the County of Orange. No insurance is required if a common carrier makes deliveries to the County of Orange.

Prior to the provision of services under this contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor, and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this contract for inspection by County representative(s) at any reasonable time

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

#### **Ouglified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A-(Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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If the insurance carrier does not have an A.M. Best Rating of A-VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence

#### **Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

#### Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the County of Orange its elected and appointed officials, officers, agents and employees as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.
- A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange*, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to

County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Procurement or the agency/department procurement division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. Changes: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

### O. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

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The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. Force Majeure: Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. Confidentiality: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of article "Y" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. Severability: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- V. Attorney Fees: In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- W. Interpretation: This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

- X. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Y. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- Z. Audits/Inspections: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.

AA. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services

- hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- BB. Expenditure Limit: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

#### **Additional Terms and Conditions:**

- 1. Scope of Contract: This Contract specifies the contractual terms and conditions by which the County will procure Plumbing and various supplies from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
- 2. Term of Contract: The initial term of this Contract shall be effective upon execution of all authorized signatures and shall be in effect for five (5) years from that date unless otherwise terminated as provided herein.
- 3. Aggregate Contract: This is an aggregate Contract with Ferguson Enterprises and Plumbing and Industrial, Inc. with a Total Aggregate Contract Amount not to exceed \$3,331,500
- 4. Adjustments Scope of Work: No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
- 5. Breach of Contract: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a) Terminate the Contract immediately, pursuant to Section K herein;
  - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - c) Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and
  - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
- 6. Civil Rights: Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

- 7. Conflict of Interest Contractor's Personnel: The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected
- 8. Conflict of Interest County Personnel: The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
- 9. Contractor's Project Manager and Key Personnel: Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

- 10. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
- 11. Contractor's Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
- 12. Conditions Affecting Work: The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

13. Cooperative Agreement: The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use the prenegotiated prices and terms in this Contract will be responsible for issuing their own purchase documents/contracts, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any contract entered into with another department or entity that is entered into and incorporates by reference the pre-negotiated prices and terms of this Contract a contractual clause that will hold harmless the County of Orange from all claims. demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of. or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract by Contractor and grounds for immediate Contract termination. Departments or entities making use of the pre-negotiated prices and terms of this Contract are responsible for obtaining all certificates of insurance and bonds required when entering into their own contract. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

- 14. County of Orange Child Support Enforcement: All Contractors are required to comply with the child support enforcement requirements of the County of Orange. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. In order to comply with the child support enforcement requirements of the County of Orange, all bidders/proposers must furnish to the Contract administrator, the Procurement Officer, or the agency/department Deputy Purchasing Agent:
  - A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
  - B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the Contracting entity;
  - C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
  - D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

15. Data - Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

16. Default – Reprocurement Costs: In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

#### 17. Disputes - Contract:

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, as specified in Article 24. "Notices," such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
  - 1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
  - 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

- 18. Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
  - 1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
  - 2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

- a. The dangers of drug abuse in the workplace;
- b. The organization's policy of maintaining a drug-free workplace;
- c. Any available counseling, rehabilitation and employee assistance programs; and
- Penalties that may be imposed upon employees for drug abuse violations.
- 3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
  - a. Will receive a copy of the company's drug-free policy statement; and
  - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

- 1. The Contractor has made false certification, or
- 2. The Contractor violates the certification by failing to carry out the requirements as noted above.
- 19. EDD Independent Contractor Reporting Requirements: Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subarticle B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at <a href="http://www.edd.ca.gov/Employer\_Services.htm">http://www.edd.ca.gov/Employer\_Services.htm</a>

20. Emergency/Declared Disaster Requirements: In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may

be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

- 21. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
- 22. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

23. News/Information Release: The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under

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this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.

24. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual inperson delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Ferguson Enterprise Inc. Dba Air Cold Supply

Attn: Ron Luman 2750 S. Towne Ave. Pomona, CA, 91766 Phone: 909-517-3085

Email: ron.luman@ferguson.com

County's Project Manager: OC Public Works/Facilities

Attn: Dale Vermillion 1143 E. Fruit St. Santa Ana, CA 92701 Phone: 714-667-4963

Email: dale.vermillion@ocpw.ocgov.com

OC Public Works/Operations & Maintenance

Attn: Theodore "Ted" Luckham

2301 N. Glassell St. Orange CA, 92865 Phone: 714-955-0300

Email: Theodore.luckham@ocpw.ocgov.com

cc: OC Public Works/Procurement Section

Attn: Roy Aragon, County DPA 300 North Flower Street, Suite 861

Santa Ana, CA 92703 Phone: 714-667-9747

Email: roy.aragon@ocpw.ocgov.com

- 25. Precedence: The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
- 26. Termination Orderly: After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed

prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

- Usage: No guarantee is given by the County to the Contractor regarding usage of this Contract. 27. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
- Usage Reports: The Contractor shall submit usage reports on an annual basis to the assigned 28. Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.

Signature Page follows

#### Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their

respective signatures.			
FERGUSON DOTTERPR	HITE INC. DBA AIR COLD SUPP	LY*a State of Virginia corporation	on
_ (\mathred mathred matrred mathred mathred matrred mathred matrred mathred matrred mathred matrred ma	Gary Grosslight	GM Sales	2/8/19
Signation	Name	Title	Date
Storz	Randy Cross	GM	2/8/19
Signature	Name	Title	Date
/ 1	GE, A political subdivision of	the State of California	
COUNTY AUTHOR	ZED SIGNATURE:		
D. V.	> MICHAEL HACIN	Deputy Purchasing Agent	2/1/19 Date
Signature	(Print) Name	Title	Date

\* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

# ATTACHMENT A SCOPE OF WORK

I. Scope of Work: Contractor shall supply the County with plumbing parts, plumbing assemblies, plumbing systems, miscellaneous related hardware and supplies on an "as needed" basis for the entire Contract term accordance with the Orange County terms, conditions and specifications contained in this Scope of Work.

#### II. MINIMUM CONTRACT REQUIREMENTS:

#### Contractor shall:

- A. Ensure that each order be accompanied by a packing slip which shall contain the following information:
  - 1. Order Request:
    - a. Name of Agency/Department
    - b. Purchase Authorization Number FAC Ops Only
    - c. Date order was received
    - d. Detail listing of materials to include: item name, item or part number, quantity ordered, quantity shipped and unit cost.
  - 2. Order Receipt:
    - a. Name (printed) and signature of person receiving the material.
    - b. Have all deliveries signed for by a County employee. NO EXCEPTIONS
    - c. Date of receipt
- B. Have the ability to provide specialized technical advice and data relative to plumbing supplies and accessories upon request.
- C. Ensure all items purchased through this Contract be new (unused and latest model of recent manufacture) and manufactured in the United State of America (domestic). Any exceptions must be pre-approved by the County before processing order.
- D. Replace any defective product. The Contractor is responsible for any costs in association with a defective product being replaced or returned.
- E. Provide the County with an online subscription (Contractor paid) to the "i2 TRA-SER" or equivalent electronic catalog; plumbing supplies version; upon request of the Deputy Purchasing Agent or designee.
- F. Maintain a reasonable inventory within the Orange County area to service this Contract.

- G. Notify County of any delays on requested items at the time the order is placed. Delays are any deliveries or parts pick-ups that cannot be completed the same day the order is placed.
- H. Provide plumbing supplies and accessories in a time frame, as agreed upon between the Contractor and the County.
- I. Ensure the purchase contains a standard one-year manufacture warranty for Contract purchases following receipt of materials or equipment by the County.
- J. Have any transportation charges and delivery charges for items delivered under the Contract fully prepaid, F.O.B. Destination.
  - 1. Special rush orders shall be allowed and any freight is to be prepaid and added to invoice(s). A copy of prepaid freight must accompany invoice(s).
  - 2. All deliveries/shipments must be received Monday through Friday; between 7:00 A.M and 4:00 P.M; excluding County of Orange holidays.
  - 3. Delivery is required to various locations throughout Orange County and various job sites as needed, and upon request.
- K. Accept "Will-Call" orders from County employees. County employees shall show ID prior to each transaction.
- L. Have a facility within 20 miles of 1143 East Fruit Street, Santa Ana.
- M. Be able to deliver or have parts ready for pick up within one (1) hour of the order being placed.
- N. Identify miscellaneous items on the invoice(s), and put the letter "M" next to the item. Contractor shall include list price and discount price.

#### County shall:

- A. Return unopened or unused items within ten (10) business days of receipt for full credit and no re-stocking/cancellation fees.
- B. Have the right to purchase part(s) from another source when part(s) are not immediately available at the time the order is placed.

#### III. PARTS LIST:

#### A. PLUMBING AND VARIOUS SUPPLIES

Line No.	Item Description
1	1-1/4 M HARD COPPER TUBE P/FT PI

Line No.	Item Description
2	3/8IN ALL THREAD ROD ZINC P/FT
3	MUEL LH24020 2-1/2NOM HARD 20FT LE
4	3/4IN SS304 HEX NUT
5	3/4IN K HARD COPPER TUBE P/FT
6	#61241 king black/gray irr connect
7	1/2IN SS FLAT WASHER PI
8	1/2ipx1 fiberglass insultaion
9	1/4 S/S DROP ANCHORS 304
10	1/4X12 S/S CAP SCREW
11	1/4X3/4 S/S CAP SCREW
12	3/4IN M HARD COPPER TUBE P/FT
13	3/8 SPRING NUTS
14	3/8 SS 304 FLAT WASHERS
15	3/8X21/2 SS 304 LAG BOLTS
16	38X314 S/S WEDGE ANCHORS
17	CUL 70140 1/2-13 FIN HEX NUTS SS
18	DOTTIE FENW12112 FENDER WASHER
19	DOTTIE MB38112 MACHINE BOLT PI
20	DOTTIE MB3834 MACHINE BOLT PI
21	DOTTIE PHFWB10112 BRS PHL WD SCR P
22	DOTTIE W38500 WEDGE ANCHOR
23	FAS 25453 SS FEND WASHERS 3/8X1-1/
24	FAS 25456 SS FENDER WASHERS 1/2X2
25	HHCS 3/8X1-1/4 SS304 MACH BOLT
26	HYDT 57-2907 1/4X1IN SS CAP SCREW
27	RB 12H NOZZLE
28	SPEARS 830-005 1/2 FXF P80 CPLG
29	SPEARS 882-030 1/2X3 P80 NIPPLE
30	TOLCO 1-1/20D UNISTRUT CLAMP
31	TOLCO 3/8 SPRING NUT L/SPRING PI
32	TOLCO SPRA 3/8 SS316 SPRING NUT
33	3/4 cop-1/2 ips f/g insulation #f
34	SLOAN 330854 1 H541AWH STOP
35	1-1/4IN L HARD COPPER TUBE P/FT
36	3/4IN XH S80 BLK SMLS PIPE PE P/FT
37	4IN PVC SCH80 PIPE P/FT

Line No.	Item Description
38	CHAR 10040B 4X20 PVC 80 BELL PIPE
39	1/2IN SCH40 SS304 PIPE P/FT
40	1IN S40 SS304 PIPE P/FT
41	2-1/2IN L HARD COPPER TUBE P/FT
42	2X1 FIBERGLASS INSULATION P/FT
43	3/4IN SCH40 SS304 PIPE P/FT PI
44	3/4X3-1/2 SS304 MACHINE BOLT
45	3IN SDR35 PVC PERF S/W PIPE P/FT
46	7/8X1 FG INSULATION
47	HAL RBX.TC78B-6FT 7/8X1/2 PIPE INS
48	m-lok fg pc apt 1-3/8x1 insul
49	M-LOK FG341M 1-1/8X1 FG PC APT PI
50	M-LOK FG581M 5/8X1 FG PC APT
51	NIBCO 601 1/2 CXC COUPLING NO STOP
52	TOLCO 304 1-5/8IN SS UNISTRT CHAN
53	1/2X6 PVC SCH 80 NIPPLE
54	1/4IN L SOFT COPPER TUBE P/FT PI
55	5/8IN SS FLAT WASHER
56	5/8X3-1/2 WEDGE ANCHOR
57	CHAMPION CHAM.12H PLST INSERT
58	DOTTIE DA38 3/8 DROP IN ANCHOR
59	DOTTIE TBC362 3/16X2 TOGGLE BOLT
60	FAS 25637 SS WEDGE ANCHOR 3/8X3
61	MUEL W-01022P25 1/2 CXC COUPLING
62	MUEL W02084 1-1/4 CXC 90 ELL
63	MUELLER-PLASTICS 830-005 1/2 FPTXF
64	NBR03CL 1/2XCL BRS NIPPLE
65	NIBCO 617 1/2IN CXC TUBE CAP
66	PASCO 2204 SQ CUT SJ WASHER
67	RB 1812-SAM POP-UP
68	RB 5H 5 180D NOZZLE
69	reliable sprinkler head #r1314
70	SLOAN 5308696 H553 O-RING
71	1/2 s/s atr
72	3/4IN GAL PIPE T&C P/FT
73	m-lok #fg1141a 1-5/8x1 insul

Line No.	Item Description
74	1/2X3/8X16 SS FLEX CONN
75	1-1/2IN DWV COPPER TUBE P/FT PI
76	1IN L HARD COPPER TUBE P/FT
77	3/4 SS 316 FLAT WASHERS
78	3/4X2-1/4 SS BOLT PI
79	6 dr-14 cl 200 c-900 pvc pipe
80	CHAR 10007B 3/4X20 PVC80 BELL PIPE
81	CHAR 10030 3X20 PVC 80 PE PIPE
82	CHAR 10030B 3X20 PVC 80 BELL PIPE
83	CHAR 10060B 6X20 PVC 80 BELL PIPE
84	CHI-FCT 1025-ABCP ANGLE STOP PI
85	M-CO 1-5/8OD PLTD UNISTRUT CLMP PI
86	PASCO 1238 1-1/2IPS LG SG FLNG
87	TY 006268 4IN NH COUPLING PI
88	ERC RPS360400 STRUT SUPPORT 1000 4
89	3/4X12FT SS304 ALL THREAD ROD
90	5/8X1-3/4 SS304 BOLT PI 62C175HB2S
91	5/8IN SS FLAT WASHER PI
92	acorn #2566-301-006
93	NIBCO 733-3 1-1/4IN CXF UNION
94	1/2IN L HARD COPPER TUBE P/FT
95	112x16 cp t/p 17 gauge 562-852
96	1-5/8X13/16 SLTD GAL CHANNEL P/FT
97	5/8IN SS304 NUT PI
98	AB&I 00158 2IN NH PIPE P/FT
99	AMGR TBLN-1/4 BRZ THRD LOCK NUT
100	DOTTIE FW12 1/2IN FLAT WASHER
101	DOTTIE HN12 STL HEX NUT
102	FLAG 4101-040 1/4IN BRS 90 ELL
103	FLUI B1F16 3/8FX1/2FX16 SS CONN
104	HARBIL 503-802D 1-1/2 17GA CP TUB
105	IMC 6IL048068-P/FT 1/2X3/4 INS
106	MUEL W1180 1-1/2X1-1/4 CXMIP ADAPT
107	muller 112 dwv st 45 w-7431
108	NBR0110 1/4X10 BRS NIPPLE PI
109	NIBCO 707-5-A 1/2 CXC HE 90 EL

Line No.	Item Description
110	NIBCO 904 1-1/2 CXMIP DWV ADPTR
111	NIBCO P-11 POST BASE
112	tolco 3-1/2in ips s/s cusion clamp
113	AEC 4025-001-001 BUBBLER L/MOUTHGR
114	acom sink #1661
115	AEC 4025-011-001 BUBBLER ASSY PI
116	DOTTIE MB381 3/8X1 MACHINE BOLT
117	acorn sink #1661 polished
118	B-L9003LF 1/2IN BRS 90 ELL LF
119	B-ST9003 1/2IN BRS ST 90 ELL
120	DOTTIE HN12 STEEL HEX NUT
121	DOTTIE HN58 STEEL HEX NUT
122	MUEL W01634 3/4 CXC SR 90 ELL
123	RB 1806 6 POP-UP BODY
124	SLOAN 3301038 A-38-A 3.5GPF KIT
125	SPEARS DS-400 WTRPRF WIRE CONN
126	TOLCO FIG-118 3/8 STL SQ WASHER
127	3-1/8 S/S CUSION CLAMP
128	7/8X3/4 THERMOCELL PI
129	75R150WSF6 3/4 T316 FLAT WASHER PI
130	MBS58412 5/8X4-1/2 SS304 HEX BOLT
131	MIS T-150 1-1/2 B/S COUPLING
132	SLOAN 3308853 H541AA 1IN STOP KIT
133	SLOAN 5308696 H553 O-RING
134	1IN BLK STEEL PIPE PE P/FT PI
135	1IN FLETCHERCOAT T&C P/FT PI
136	2-1/2IN GAL PIPE T&C STL P/FT
137	2-1/2IN SCH40 BLK PIPE GRVD END
138	1/2 HEX NUTS PLATED
139	1/2IN TYPE L COPPER PIPE PI
140	1-1/2IN L HARD COPPER PIPE P/FT
141	1-1/4X12 17GA CP TAILPIECE TBE PI
142	12x1 pvc 90
143	13/16X10 UNISTRUT CHANNEL PI
144	1-5/8 US CHANNEL SHALLOW
145	1-5/8X1-5/8 SS304 PERF CHANNEL PI

Line No.	Item Description
146	16310116 1/2X1/2X16 SS FLX CONN
147	1IN M HARD COPPER TUBE P/FT
148	1IN PVC SCH80 PIPE P/FT
149	2IN L HARD COPPER TUBE P/FT
150	3/4IN IPS SS304 UNISTRUT CLAMP
151	3/4IN PVC SCH40 PIPE P/FT
152	3IN PVC SCH40 PIPE P/FT
153	3IN PVC SCH80 PIPE P/FT
154	6031 1-1/4 SJ WASHER
155	6IN NA FF GASKET
156	6IN PVC SCH40 PIPE P/FT
157	6IN SS316 SCH40 PIPE P/FT
158	7 PVC 90 W/INSERT
159	A106 4IN SCH80 BLK SMLS PIPE
160	AEC 0469-025-000 2.5 GPM PI
161	AEC 2560.015.001 WTR CHAMBER ASSY
162	APP 6061 1-1/2IN POLY SJ WASHER PI
163	APP 9901 112X114 POLY SJ WASHER
164	CAMB 1-1/2 RED BRS PIPE P/FT
165	CHAR 10010B 1X20 PVC 80 BELL PIPE
166	CHAR 10015 1-1/2X20 PVC 80 PE PIPE
167	CHAR 10020B 2X20 PVC 80 BELL PIPE
168	CHAR 10025 2-1/2X20 PVC 80 PE PIPE
169	CLMP 10020 2IN CI NH COUPLING
170	CONB 7010201 3/8 IP BRZ BVLV PI
171	CONB 70-104-01 3/4 BRS THD BVLV PI
172	DOTTIE DA50 DROP IN ANCHOR PI
173	HARBIL 523-802 1-1/2 LA P-TRAP CP
174	HARVEY 006030N #5 WAX RING W/BOLTS
175	J.R.SMITH 76028-80-6 SCREWS
176	KEENEY 65 1-1/2 BEV POLY WASHERS
177	KRKHIL W-305 SLIP JOINT WASHER PI
178	NIBCO 607-2 1-1/4 FTGXC 90 ELL
179	NIBCO 624 1/4IN TUBE STRAP
180	NIBCO.917-B 1/2IN COPPER TEST CAP
181	PASCO 1228 1-1/2 SURE GRIP FLNG

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Line No.	Item Description
182	PASCO 1230 5/8 SURE GRIP FLANGE PI
183	PASCO 2088 SPUD WASHER
184	PASCO 2152 3/4FHT HOSE CAP
185	pvc#9 90 w/insert 1-3/8x1 #909
186	SLOAN 3301036 CLST KIT 3.5 A36A
187	SLOAN 3301041 A41A CLOSET KIT 1.6
188	SLOAN 3301044 A42A URINAL KIT
189	SLOAN 3303398 C70A REPAIR KIT C9A
190	SLOAN 3323192 V551A V/B REP KIT
191	smith closet cap #76268-08-061
192	smith fiber washer#76289-91-6
193	SYMMONS T-52 SPINDLE ASSEMBLY-PAIR
194	TOLCO 7/8IN CUSH A CLAMP
195	TOLCO A12 1-5/8 SOLID UNISTRUT CHA
196	TOLCO FIG-100 3/8IN ALL THREAD ROD
197	TOLCO FIG-115 1/2 FLAT WASHER
198	TY 006787 3IN NH SOIL PIPE 10FT PI
199	UNISTR 014T018EG 7/8IN CUSH CLAMP
200	PASCO 1558 3/8 DROP-IN ANCHOR
201	NIBCO 600 1-1/4 CXC CPLG W/STP PI
202	SLOAN 3017901 ROYAL-950 2-10-3/4 F
203	PASCO 1235 1-1/2 BOX PTTRN FLNG
204	452008 2IN NH COUPLING
205	MUEL W04068 1-1/4 CXCXC TEE PI
206	RGD 1IN UNISTRUT CLAMP PI
207	TOLCO A12 PLASTIC END CAP
208	TOLCO FIG-68W 3/8IN BEAM CLAMP
209	1/2X1/2X24 SS CONN PI
210	1-1/2X3 BRS NIPPLE
211	112x16 cp flanged t/p 579-872
212	AEC 2590-012-001 METERING VALVE
213	BENEKE 525 TOILET SEAT PI
214	CHI-FCT 701-COLD-CP SGL LAV FCT PI
215	DAP 18001 WHT CAULK 5.5OZ
216	fg218112m m-lok fg pc apt 218x112
217	HAWS 5054LF D/M BUBBLER VLV

Line No.	Item Description
218	NIBCO 707-5 1/2 CXC 90 DROP ELL
219	PASCO 2140 3/4X3/4 BRS HXP ADPT
220	1/2X7 S/STL 304 WEDGE ANCHORS RED
221	1-1/8IN CUSH A CLAMP PI
222	BRAS 60-10 5/8 COMP SLEEVE
223	BRAS 61-10 5/8 COMP NUT
224	JRS A5NBG 5IN NCKL BRZ GRATE ONLY
225	NIBCO 607 1IN CXC 90 ELL
226	NIBCO FIG-70 3/8 ROD COUPLING
227	SLOAN V500AA 1-1/4X9 CP VAC BRKR
228	TOLCO 2-5/8IN CUSH A CLAMP
229	TOLCO FIG 65 3/8 BEAM CLAMP
230	PASCO 9062-R 2IN 20ML PIPE WRAP PI
231	SLOAN 0318117 HY100A1 CP PB ASSY
232	TOLCO 1-3/8IN CUSH A CLAMP PI
233	WHITLAM BLUE MAGIC 1/2 PT PI
234	1/2 CXC 90 607 WB1622
235	1IN BLK SO 90 ELL
236	3 s/s nut&bolt and washer f/f kit
237	3/4 S/STL 304 FLAT WASHER
238	5/8 S/S ALL THREADED ROD
239	5/8x12 s/s 316 atr
240	5/8X12FT SS ALL THREAD ROD PRICE P
241	ANVIL 1101 3/4IN GAL MI 90 ELL PI
242	ANVIL 1161 3/4 XH BLK MI 90 ELL
243	APOLLO W683600 SS LATCH LOCK HDL
244	APP 9901 POLY SJ WASHER PI
245	B-L9004 3/4IN BRS 90 ELL
246	B-ST9004 3/4IN BRS ST 90 ELL
247	C-F 377-XKLHBL12JKABNF LH CER LNG
248	C-F 377-XKRHBL12JKABNF RH 1/4 TURN
249	CHI-FCT 1-100XTJKABNF
250	CHI-FCT 377-XTRHJKABNF RH STEM LF
251	DIXON AV250-W 2-1/2 ALUM REPL WHEE
252	ERICO CADDY 360400 1000LBS
253	FAS 19586 FENDER WASHER 3/8X1-1/4

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Line No.	Item Description
254	fg114112m mlok pc apt 114 (1-5/8)x
255	MIS C200C 2CIX2CI COUPLING
256	MUEL WB01622 1/2 CXC 90 ELL
257	MUEL WB01647 1IN CXC 90 ELL
258	MUEL WB04006 1/2IN CXCXC TEE
259	NIBCO 607 3/4IN CXC 90 ELL
260	PASCO 1331-C 1-1/2X1-1/4 SJ NUT
261	PASCO 2124 DUAL THR ECON AERATR
262	PROPRESS 78192 1-1/2 CXC CPLG L/ST
263	PROPRESS 78197 2IN CXC CPLG L/ST
264	SLOAN 3010000 ROYAL 111 1.6 FV
265	SLOAN 3301037 A-37-A 1.5GPF KIT
266	SLOAN B-73-A ADA FLUSH HDL ASY
267	SLOAN H700A 3/4 ADJ SCR DRVR STP P
268	SLOAN ROYAL 186 1.5 STD EXP URN PI
269	SPEARS 882-005 1/2XCL P80 NIPPLE
270	SPEARS 882-025 1/2X2-1/2 P80 NPL P
271	SPEARS 882-040 1/2X4 P80 NIPPLE
272	TOLCO OD 7/8 YZ CUSH CLMP ASY
273	TORO 89-3980
274	990080 1/2X1/2X20 SS CONN PI
275	NIBCO 607 1/2IN CXC 90 ELL
276	NIBCO 733-4 3/4IN CXM UNION
277	PASCO 7-68108 5/8X1/2 COMPXMIP CPL
278	SPEARS 806-007 3/4 SKT P80 90 ELL
279	SPEARS 854-030 3IN SKT P80 FLNG
280	1/2IN ALL THREAD ROD ZINC P/FT
281	1/2INX6FT SS ALL THREAD ROD
282	1-1/2IN ABS/DWV PIPE P/FT
283	1-1/2IN PLASTIC END CAP PI
284	1-1/2IN PVC SCH80 PIPE P/FT
285	1-1/4IN XH S80 BLK SMLS PIPE PE P/
286	1-5/8X10 GAL SLOTTED CHANNEL
287	1-5/8X13/16 SS304 SLTD CHNL P/FT P
288	1IN 150# BLK 90 ELL PI
289	1IN GAL PIPE T&C P/FT

Line No.	Item Description
290	1IN IPS SS304 UNISTRUT CLAMP
291	2IN NH COUPLING PI
292	2IN PVC SCH80 PIPE P/FT
293	3/4IN CXC PIPE STRAP PI
294	3/4IN LK FIP HOSE BIBB PI
295	3/8X1/2X20 SS CONN
296	3/8X3 WEDGE ANCHOR
297	418R LENOX 4IN 18TPI RECIP BLA
298	4IN L HARD COPPER TUBE P/FT
299	4IN NA 150# 1/16 RING GASKET
300	6IN NA 150# 1/16 RING GASKET
301	7/8IN SS CHANNEL PI
302	AEC 0469-005-000 FLOW CONTROL PI
303	AEC 2302-000-003 CARTRIDGE ASSY PI
304	AEC 2312-003-001 PI
305	AEC 2563-000-002 SERVO ASSY PI
306	AEC 2563-020-002 AIRTROL MTRNG
307	AEC 2566-050-001 BLANK PBTN ASY PI
308	APP 6031 WASHER SJ 1-1/4 STD
309	ARHD 253LK 1/2IN FIP HOSE BIBB PI
310	BAG OF RAGS PI 5 LBS
311	BNHT2 BLUE RAGS PI
312	BNHTP NEW HUCK TOWEL PRIME BLUE PI
313	B-PL03LF 1/2IN BRS PLUG LF
314	BR-22 SS304 24 US CHANNEL TEE
315	BRAS 125-6-8 3/8 H-M HSBARB PI
316	BRAS 63PT-4 1/4 BRS INSERT PI
317	BRAS KT3341XC 1/2COMPX1/2 LF A/S
318	CALPICO 10IN 150# NA FF GASKET PI
319	CALPICO 8IN NA FF GASKET
320	CAM 1/2IN 150# SS304 90 ELL PI
321	CAM 6IN 150# SS THD FLANGE PI
322	CHI-FCT 1-100XTJKABNF LH STEM LF
323	CHI-FCT 335-XJKNF UNIT L/HDL PI
324	CONB 77-204-01 3/4 BRZ BLL VLV PI
325	DIXON BN66 3/4X3/4 MALE INSERT

Line No.	Item Description
326	DOTTIE MA381 3/8X1 MACHINE BOLT
327	DOTTIE MB12112 MACHINE BOLT
328	
329	FLUI B4F09 1/2X1/2X9 SS FLX CONN
330	GRAY 3/4X1-1/2 BRS S40 NIPPLE
331	KRKHIL KRKHIL.W-306 SLIP JOINT WAS
332	KRKHIL W-304P SLIP JOINT WASHER
333	LEN 618R 6IN 18TPI RECIP BLADE
334	LEN 624R 6IN 24TPI RECIP BLADE
335	M-CO 7/8 OD PLTD UNISTRUT CLAMP PI
336	M-CO C-14-PRE 13/16 GAL CHANNEL PI
337	MIS C200-HW 2IN CI COUPLING PI
338	mueller 1/2 #107823nl ball vavle t
339	NBR03112 1/2X1-1/2 BRS NIPPLE
340	NBR038 1/2X8 BRS NIPPLE
341	NBR074 1-1/2X4 BRS NIPPLE
342	NBS0608 6-9 SS316 NUT/BOLT SET PI
343	NIBCO 606 1-1/4IN CXC 45 BLL
344	NIBCO 607 1-1/2IN CXC 90 ELL
345	NIBCO 607-LT 3/4 CXC LT 90 ELL PI
346	NIBCO 701-D 3/4IN CXC COUPLING
347	NIBCO 724-5-A 1/2IN HYCO COUP
348	NIBCO 733-4 3/4IN CXM UNION
349	NIBCO 901 2IN DWV CXC COUPLING PI
350	NIBCO TSN 3/8 TOP SPRING NUT PI
351	OATEY 33993 1/2 COPPER TUBE STRAP
352	PASCO 1274 2IN COCK HOLE COVER
353	PASCO 1841-C C/O COVER PLATE PI
354	PASCO 2224 GARDEN HOSE WASHER
355	PASCO 2811 1/2IN FLOOR/CEIL PLT
356	PASCO 4636 19 HVY-DTY FORCE CUP
357	PASCO 959 1-1/2 BRS CLST SPUD
358	PROPRESS 78177 3/4 CXC CPLG L/STOP
359	SLOAN 3301041 A-41-A 1.6GPF KIT
360	SLOAN 3308797 H1010A STOP CAP KIT
361	SLOAN 3308856 H-543-ASD REPAIR KIT

Line No.	Item Description
362	SLOAN 3318001 HY83A HYD ACT CART
363	SLOAN 3323182 V651A VAC BRK REP KI
364	SLOAN 5302305 B50A HANDLE RK
365	SLOAN A-50 SUPERWRENCH
366	SLOAN H-543-ASD REPAIR KIT
367	SLOAN V651A VAC BRKR REP KIT
368	SPEC P-2063 FF ISC 3/4 SUS CLMP PI
369	symmons #df-9cvp escution screws
370	SYMMONS S2H-5 FACE PLATE DWG
371	SYMMONS S2H-5A 2.108X2,350 GSKT
372	SYMMONS SH-7 HXNUT 5/16-24X1/2X3/1
373	SYMMONS TA10 SPINDLE
374	SYMMONS TA-4 TEMPTROL SEATS
375	SYMMONS UH-1C O-RING
376	SYMMONS UH-3A GARLCK BLUEGARD GSKT
377	SYMMONS UH-5A SPRAY INSERT
378	SYMMONS UH-5C SPACER
379	SYMMONS UH-6 SS SCREW 10-32X1-3/4
380	SYMMONS UH-7A INSERT SCREW GASKET
381	SYMMONS UH-7B SS ALLEN CAP SCREW
382	TOLCO FIG-100 1/2 ALL THREAD ROD
383	TOLCO FIG-51 3/8X1/2 SIDE BEAM BRA
384	TOLCO RGD 1&1-3/8 SS TBG CLMP
385	TOLCO RGD 1-1/2&1-7/8 SS TBG CLMP
386	TY 006220 2IN NH COUPLING PI
387	TY 006855 2IN NH 1/4 BEND PI
388	TY 392033 2X10 NO HUB PIPE
389	UNISTR P4100T-10PG 13/16X1-5/8
390	AEC 2590-061-001 H&C MTRNG VLV PI
391	SLOAN A37A URINAL KIT 1.5
392	1/8 SS CUSHION CLAMP
393	6IN 150# NA FF 1/16 GASKET
394	AB&I 02482 2IN NH C/O PLUG
395	AQUAPURE 55886-27 AP2005-2 CART
396	BRAS B1-12DW-F D/W CONN PI
397	CHI-FCT 1013-ABCP

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Line No.	Item Description
398	CHI-FCT 327-XCP STRAINER WASTE
399	fgi13 #7 pvc insulation 90
400	FLAG 4174-040 1/4IN BRS PLUG PI
401	GRAY 1-1/4X6 BRS S40 NIPPLE PI
402	JSC S04-212 1/2X1/2X16 FCT CONN PI
403	KOH 300-02 PI
404	KOHLER 30004 VALVET COLD PI
405	KRKHIL W-309PW SJ WASHER PI
406	M-CO RIGD PLTD 3 UNISTRUT CLMP
407	MIL-R #1 ACID BRUSH
408	MIS C215C 2CI-1-1/2CI CPLG PI
409	MUEL WB01634 3/4 CXC 90 ELL
410	MUEL WB04031 3/4IN CXCXC TEE
411	NIBCO 603 3/4IN CXFIP ADAPTER
412	NIBCO 607-2 3/4IN FTGXC 90 ELL
413	NIBCO 607LT 2IN CXC 90 ELL
414	NIBCO 624 1/2IN TUBE STRAP
415	NIBCO P11SQ SQ POST BASE PI
416	PASCO 2190 DRINKING FTN LF
417	pvc #7 vlv/tee w/insert 5/8x1
418	SLOAN A1041A 1.6GPF CLST REP KIT
419	SPARTAN 044225800 FOOT PEDAL SWITC
420	SPEARS 406-007 3/4 SKT P40 90 ELL
421	SPEARS 806-010 1IN SKT P80 90 ELL
422	symmons t-177 wall mounting flange
423	TOLCO OD 1-1/8 YZ CUSH CLMP ASY
424	TOLCO OD 7/8 YZ CUSH CLMP ASY
425	wesanco #w5123 4 hole 90
426	ZESTON #9 1-5/8X1 PVC TEE
427	AB&I 00606 2IN NH 1/8 BEND
428	LAV GUARD 101EZ PI
429	MUEL W02085 1-1/2 CXC 90 ELL
430	NIBCO 733-4 1/2IN CXM UNION
431	SLOAN A156A DIAPHRAGM
432	SLOAN A71A INSIDE COVER
433	TOLCO BR-22 18IN BRACKET

Line No.	Item Description
434	TOLCO RIGID 2& 2-3/80DASM
435	#533 hr 533 flood bubbler
436	#dr3p03 drain 3 pvc hubxhub 45 ell
437	1/2IN CUSH A CLAMP
438	1/2X1/2X20 SS CONN
439	1/2X1/2X20 SS FLEX CONN PI
440	12x1 pvc 45
441	18IN US CHANNEL TEE
442	2-1/8IN CUSH A CLAMP PI
443	6 - 150lb flange 316 s/s socket w
444	6 D.I FLANGED 90 ELL
445	AB&A 3051-RA 1-1/2 ABS CO PLUG PI
446	ASCO 302373 KIT
447	CHI 333-336 PSH ABCP L/F FAUCET
448	CHI-FCT 1-099XKJKABNF RH CRMC LF
449	CHI-FCT 1-100XKJKABNF LH CRMC LF
450	CHI-FCT 369-PRJKCP HANDLES P/PR
451	CHI-FCT 377-XTLHBL12JKNF
452	CONB 70-103-01 1/2 IPS BRZ BVLV PI
453	CONB 7720701 1-1/2 BRZ BLVLV PI
454	CONB 77CLF-207-01 1-1/2 FP BLVLV
455	CONBRACO 77C10401 3/4 BRZ FP BLVLV
456	DIXON BR5038 1/2X3/8 BELL REDUCER
457	DOTTIE FENW516114 FENDER WASHER
458	DOTTIE LAG142 LAG BOLT PI
459	DOTTIE PS1218 18 STL PLT STRAP PI
460	GOSS QLM MAPP GAS CYLINDER
461	JRS 9849 RATE ARROW
462	KEENEY 1909PCBN 1-12X16 CP SJ EXT
463	KRKHIL W-251 SINK PLUG WASHER PI
464	MBXL4501 1/4IN 300# BLK 90 ELL
465	M-CO 2-1/8 OD UNISTRUT CLAMP PI
466	MERIT 101-06 3/8 BRS 90 ELL
467	MIL-R 111133-3 1/2 FITTING BRUSH
468	MUEL A11210NL 1/2 CXM UNION LF
469	MUEL W01146 3/4 CXM ADAPTER

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Line No.	Item Description
470	MUEL W02086 2IN CXC 90 ELL
471	mueller wb-3326 12 st 45
472	NBR0112 1/4X12 BRS NIPPLE
473	NBR032 1/2X2 BRS NIPPLE
474	NBR04212 3/4X2-1/2 BRS NIPPLE
475	NIBCO 600-2 1/2X3/8 FTGXC CPLG PI
476	NIBCO 601 1-1/4 CXC CPLG L/STP
477	NIBCO 601 1IN CXC CPLG L/STOP
478	NIBCO 603 1/2IN CXFIP ADAPTER
479	NIBCO 603-2 1/2IN FTGXF ADAPTER
480	NIBCO 603R 1/2X3/8 CXF ADAPTER PI
481	NIBCO 604 1/2IN CXMIP ADAPTER
482	NIBCO 604 3/4IN CXMIP ADAPTER
483	NIBCO 606 1/2IN CXC 45 ELL
484	NIBCO 607 2-1/2IN CXC 90 ELL
485	NIBCO 607-LT 2-1/2 CXC LT 90 ELL P
486	NIBCO 611R 3/4X3/4X1/2 CXCXC TEE
487	NIBCO 617 3/4IN CXC TUBE CAP
488	NIBCO 620L 1/2X6 STUB-OUTS
489	NIBCO 733 3/4IN CXC UNION
490	NIBCO 733-4 1-1/2IN CXM UNION
491	NIBCO 741 4IN 125# CMPN FLNG PI
492	NIBCO 804 1-1/2 CXM DWV ADAPTER
493	NIBCO.917-B 3/4IN COPPER TEST CAP
494	NXB045 3/4X5 XH BLK NIPPLE
495	PASCO 1226 1/2 SURE GRIP FLANGE
496	PASCO 1338 1-1/2IN BRS SJ NUT
497	PASCO 1338-C 1-1/2X1-1/2 SJ NUT
498	PASCO 2105 DUAL THD SINK AERATR PI
499	PASCO 237 5/16X3 BRS CLST BLT SET
500	PASCO 5153 1/2IN COPPER TUBE BRUSH
501	PASCO 7-6210 5/8 COMP UNION PI
502	PLUMB SRD1534 H543AA SCRWDRV CLLR
503	PROPAC 6IN CL150 SS304 N&B&G KIT P
504	PROPRESS 78052 3/4 CXC CPLG W/STOP
505	SPEARS 807-007 3/4 SXF P80 90 EL

Line No.	Item Description	
506	SPEARS 829-007 3/4 SKT P80	CPLG
507	SYMMONS CC CONVERSION	PLATE FOR SA
508	SYMMONS UH-1A FRONT IN	SERT COMPLET
509	SYMMONS UH-1B MOUNTIN	G BRACKET
510	SYMMONS UH-1C O-RING FO	OR HEAD BRAC
511	SYMMONS UH-5 STUD SCR	
512	TOLCO 1-1/8IN CUSH A CLA	MP
513	TOLCO 1-5/8IN CUSH A CLA	MP
514	TOLCO 1-5/80D KPR UNISTR	UT CLAMP
515	TOLCO FIG52 3/8 6H SDE BM	BRCKT PI
516	TOLCO OD 5/8 YZ CUSH CL	MP ASY
517	TOLCO RGD 1-1/4&1-5/8 SS T	TBG CLMP
518	TOLCO RIDG 2IN UNISTRUT	CLAMP
519	TOLCO RIDG 5/8 UNISTRUT	CLAMP
520	TY 006091 3IN W-B NO-HUB	COUPLING
521	TY 006206 1-1/2IN NH COUPL	LING PI
522	TY 006244 3IN NH COUPLING	G PI
523	WATS 0031263 1/4X3/8 W226	ADAPTER
524	ZESTON Z912 #12 PVC 90 W/	INSERT
525	#RC14X TEMPTROL HANDL	ES
526	3/4IN 3000# THREAD-O-LET	
527	3/4x1/2 brass hex bush 100-128	
528	3IN 150# SS304 NUT&BOLT	KIT
529	4-1/2 OD UNISTRUT	
530	AB&A 3052-CA 2IN ABS C/S	PLUG
531	AEC 2312.003.001 FLO CNTR	L ASSY
532	AEC 2312-007-001 FLW CNT	RL ASSY PI
533	AEC 2563-020-002 MTRNG M	TR ASY
534	AEC 2566-051-001 HOT PBT	I ASSY PI
535	AEC 2566-052-001 COLD PB	
536	AEC 2590-001-001 SGL TEM	VLV ASY
537	AEC 2993-001-003 MNTD SP	
538	AEC 4913-040-001 WASTE C	
539	AEC 4926-075-001 CP GRID	STRN&EL P
540	A-MTL 6AL 90D ADJ ELBOV	
541	A-MTL 6VP 30IN GAL VENT	PIPE PI

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Line No.	Item Description
542	BRAS B1-16AF 3/8X1/2X16 SS CONN PI
543	BSC011 RNWBLE UNIT PEDAL VLV
544	CAM 1IN 150# SS304 90 ELL PI
545	CAM 3/4IN 150# \$8304 90 THD ELL
546	CHI-FCT 633-201JKCP FLANGE
547	CHI-FCT 807-665PSH-CP SGL FCT MTRN
548	FLAG 4401-150 3/4 BRS UNION PI
549	GRAY 1X6 BRS S40 NIPPLE PI
550	HARVEY 001005 #1 NO SEEP WAX RING
551	HARVEY 001115-24 #10 WAX RING
552	HERC 40601 300 PLMB GREASE 2OZ
553	JRS 0100N08KP NIPPLE KIT
554	LEN 20568-624R 6IN RECIP BLD PI
555	LEN 610R 6IN 10TPI RECIP BLADE
556	LENOX 414R 4IN 14TPI RECIP BLADE
557	LENOX 614R BLADES 1PK PI
558	LENOX 636RP 6 6TPI RECIP BLADE PI
559	M2AB #2 ACID BRUSH PI
560	MERIT 117-08 1/2 BRS SQ HD PLUG PI
561	MIL-R 1/2 PINT BLUE MONSTER PIPE D
562	mue w-1905 3/4in exc coup n/s
563	MUEL W-02034 3/4 CXC 90D ELL WE500
564	NBR03212 1/2X2-1/2 BRS NIPPLE
565	NBR078 1-1/2X8 BRS NIPPLE PI
566	NIBCO 600-R 2X1/2 CXC COUPLING PI
567	NIBCO 604 1IN CXMIP ADAPTER
568	NIBCO 607R 1-1/2X1-1/4 CXC 90 EL
569	NIBCO 617 3IN C TUBE CAP
570	NIBCO 733-3 1/2IN CXF UNION
571	NIBCO 733-4LF 3/4IN CXM UNION
572	PASCO 1701 4-WAY KEY
573	PASCO 2096 TANK TO BOWL GASKET
574	PASCO 2143 3/4X1/2 FCS ADAPTER
575	PASCO 4432 SPARK LIGHTER FLINT
576	PASCO 4555 PO PLUG WRENCH PI
577	PASCO 7-61C6 3/8 COMP CAP

Line No.	Item Description
578	PASCO 7-6944 1/4 COMPXMIP 90 ELL
579	PASCO 917-PR 1/4 WHT BOLT CAP
580	SILVABRITE 100 SOLDER
581	SLOAN 0318049 HY-49-A MP HYD VL AC
582	SLOAN 3012636 186-1 ROYAL FLSHMTR
583	SLOAN 3014801ROYAL-952 2-10-3/4 FO
584	SLOAN A1102A 3.5GPF CLST EXP KIT P
585	SLOAN F5AT 1-1/2IN CP SPUD CPLG
586	SLOAN ROYAL 110 3.5 STD FLSHMTR PI
587	SLOAN V500AA 1-1/2X9 VAC BRKR PI
588	SLOAN V-600-AA 1-1/2X9 PI
589	SPEARS 801-030 3IN SKT P80 TEE
590	SPEARS 817-030 3IN SKT P80 45 ELL
591	SPEARS 829-040 4IN SKT P80 CPLG
592	S-STRUT U716-1/2 2H CUSH TUBE CLAM
593	SYMMONS T-12A CAP ASSY
594	SYMMONS T-16 PACKING O-RING&NUT
595	SYMMONS T-169-STN 7.5 STMPD ESC
596	SYMMONS T-17-EXT-1IN EXT GLAND NUT
597	SYMMONS T-19/20-PL DOME&LOCKNUT
598	SYMMONS TA-9 WASHER RK
599	TOLCO 1-1/2IN CUSH A CLAMP
600	TOLCO FIG-200 3IN ADJ BAND HNGR
601	TOLCO FIG-200 4IN ADJ BND HNGR
602	TY 008835 4IN NH COMBO PI
603	zurn z1212sdo wall closet support

## IV. MISCELLANEOUS ITEMS:

# A. PARTS CATEGORY LIST

Line No.		Category
1	ABS, PVC, Pipe fitting, cements, pr	imer
2	Ball Cocks Float Valves	
3	Bath & shower Drainage	
4	Bath & Shower Trim	

Line No.	Category
5	Bathroom Accessories
6	Black Pipe Fittings (Domestic Only)
7	Black Steel Nipples (Domestic Only)
8	Brass Fittings
9	Brass Nipples (Domestic Only)
10	Brass, Plastic, Tubular Specialties
11	Chrome Plated Brass Fittings (Domestic Only)
12	Clay Pipe & Fittings
13	Cleanout, Plugs, Covers & Access Boxes & Doors
14	Closet Seats
15	Compounds, Solvents
16	Connectors Specialty Supply valve
17	Control Valves, Automatic, Manual
18	Controls
19	Copper Fittings - solder & press-on (Domestic Only)
20	Copper, Brass, Aluminum Tubing & Pipe (Domestic Only)
21	Delta Plumbing Brass
22	Dial Thermometer
23	Dielectric Fittings (Domestic Only)
24	Disposals
25	Drainage
26	Drains & Grates, Valve Boxes
27	Duragauge
28	Fasteners, Bolts & Screws; Gasket Sets
29	Faucets
30	Faucets
31	Fiberglass/Plastic, Specialties Fixtures
32	Finish Trim
33	Fire Hydrants
34	Fire Valves
35	Fittings
36	Fixtures & Brass (Domestic Only)
37	Flare, Compression, Fitting, Valves
38	Float Valve
39	Flush Valves
40	Forged Steel, Stainless Steel Pipe Fittings (Domestic Only)

Line No.	Category
41	Galvanized Pipe Fittings (Domestic Only)
42	Galvanized Steel Nipples (Domestic Only)
43	Garbage Disposals
44	Gas single wall and b-vent pipe and fittings
45	Gaskets and Sealants
46	Gauges
47	Interceptors & Valve Boxes
48	Irrigation, Sprinkler Equipment
49	Lube
50	Major Appliances
51	No Hub Soil Pipe & Fittings
52	Pipe
53	Pipe Accessories
54	Pipe Hangers, Metal, Framing, Fire Equipment
55	Plastic Pipe & Cements
56	Plastic Pipe Schedule 40 Fittings
57	Plastic Schedule 80 Fittings & Valves
58	Plastic Sewer & Drain Pipe
59	Plastic Specialties
60	Plastic Tubing & Fittings
61	Plumbing Brass
62	Plumbing Hand Tools
63	Power Tools
64	Pumps
65	Regulators & Backflow Prevention
66	Rims, Sinks & Lavatories
67	Sewer & Drain Cleaning Equipment
68	Sheet Metal Steel Specialties (Domestic Only)
69	Solar Energy
70	Solder, Flux, Bowl Wax
71	Specialties, Gaskets, Rubber Goods
72	Specialty Products & Repair
73	Stainless Sink (Domestic Only)
74	Steel Line Pipe
75	Steel Pipe
76	Thread Bronze, Plastic Slip Joint, Pipe Fittings (Domestic Only)

Line No.	Category
77	Toilet Seats and Accessories
78	Tubular Products
79	Valves (Domestic Only)
80	Water Conditioning & Filtration
81	Water Cooler & Dispensers
82	Water Heatings & Storage Tanks (Domestic Only)
83	Water Works Pipe & Fittings
84	Wrapped Pipe, Pipe Insulation Materials

V. MISCELLANEOUS ITEMS: Miscellaneous items not included on list above may be purchased against the Contract. Miscellaneous Item purchases shall not exceed \$5,000.00, per item including tax, except when ordering the same items multiple times. County will obtain price quotes from Contractor for all Miscellaneous Plumbing and Various Supplies purchased. Contractor shall provide the list price and discount price on all invoice(s) for all miscellaneous items.

### ATTACHMENT B PAYMENT/COMPENSATION

Compensation: This is a usage Contract between the County and Contractor for Plumbing and 1. Various Supplies as set forth in Attachment A, "Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the Fixed Prices and Total Contract Amount specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.

- Fees and Charges: County will pay the following fees in accordance with the provisions of this 2. Contract. Payment shall be as follows:
  - A. The Modern Technology/Net Book, or equivalent, will be used as the reference for pricing offered to the County of Orange. Pricing is subject to change based solely on changes made in the Modern Trade/Net guide. Listed herein are the discounts off the Net Book pricing.

Contractor is required to pay for the online access to Tra-Ser online access which contains up-to-date Plumbing/Mechanical Products and Pricing Information available anytime on the internet. Paper subscription to Tra-ser will not be accepted.

Price increases must be submitted as price increases occur. All price increases must be approved prior to Contractor providing parts. Price increases will not be paid in arrears.

#### Parts List:

#### PLUMBING AND VARIOUS SUPPLIES

No.	Item Description	Total	Indicate Stock or Non-stock (S) or (NS)
1	1-1/4 M HARD COPPER TUBE P/FT PI	\$2.76	S
2	3/8IN ALL THREAD ROD ZINC P/FT	\$0.25	S
3	MUEL LH24020 2-1/2NOM HARD 20FT LE	\$9.69	S
4	3/4IN SS304 HEX NUT	\$0.90	S
5	3/4IN K HARD COPPER TUBE P/FT	\$2.49	S
6	#61241 king black/gray irr connect	\$0.30	S
7	1/2IN SS FLAT WASHER PI	\$0.23	S

County of Orange

OC Public Works

No.	Item Description	Total	Indicate Stock or Non-stock (S) or (NS)
8	1/2ipx1 fiberglass insultaion	\$1.60	S
9	1/4 S/S DROP ANCHORS 304	\$0.11	S
10	1/4X12 S/S CAP SCREW	\$0.05	S
11	1/4X3/4 S/S CAP SCREW	\$0.05	S
12	3/4IN M HARD COPPER TUBE P/FT	\$1.24	S
13	3/8" SPRING NUTS	\$0.62	S
14	3/8" SS 304 FLAT WASHERS	\$0.05	S
15	3/8"X21/2 SS 304 LAG BOLTS	\$0.36	S
16	38X314 S/S WEDGE ANCHORS	\$0.36	NS
17	CUL 70140 1/2-13 FIN HEX NUTS SS	\$0.11	S
18	DOTTIE FENW12112 FENDER WASHER	\$0.12	S
19	DOTTIE MB38112 MACHINE BOLT PI	\$0.12	S
20	DOTTIE MB3834 MACHINE BOLT PI	\$0.14	S
21	DOTTIE PHFWB10112 BRS PHL WD SCR P	\$0.13	S
22	DOTTIE W38500 WEDGE ANCHOR	\$0.36	S
23	FAS 25453 SS FEND WASHERS 3/8X1-1/	\$0.12	S
24	FAS 25456 SS FENDER WASHERS 1/2X2	\$0.12	S
25	HHCS 3/8X1-1/4 SS304 MACH BOLT	\$0.15	S
26	HYDT 57-2907 1/4X1IN SS CAP SCREW	\$0.08	S
27	RB 12H NOZZLE	\$0.55	S
28	SPEARS 830-005 1/2 FXF P80 CPLG	\$1.14	S
29	SPEARS 882-030 1/2X3 P80 NIPPLE	\$0.11	S
30	TOLCO 1-1/20D UNISTRUT CLAMP	\$1.17	S
31	TOLCO 3/8 SPRING NUT L/SPRING PI	\$0.60	S
32	TOLCO SPRA 3/8 SS316 SPRING NUT	\$4.40	S
33	3/4 cop-1/2 ips f/g insulation #f	\$1.65	S
34	SLOAN 330854 1" H541AWH STOP	\$6.98	S
35	1-1/4IN L HARD COPPER TUBE P/FT	\$3.13	S
36	3/4IN XH S80 BLK SMLS PIPE PE P/FT	\$2.09	S
37	4IN PVC SCH80 PIPE P/FT	\$3.21	S
38	CHAR 10040B 4X20 PVC 80 BELL PIPE	\$3.36	S
39	1/2IN SCH40 SS304 PIPE P/FT	\$1.53	S
40	1IN S40 SS304 PIPE P/FT	\$4.81	S
41	2-1/2IN L HARD COPPER TUBE P/FT	\$9.96	S
42	2X1 FIBERGLASS INSULATION P/FT	\$2.46	S
43	3/4IN SCH40 SS304 PIPE P/FT PI	\$3.12	S

No.	Item Description	Total	Indicate Stock or Non-stock (S) or (NS)
44	3/4X3-1/2 SS304 MACHINE BOLT	\$1.58	S
45	3IN SDR35 PVC PERF S/W PIPE P/FT	\$1.25	S
46	7/8X1 FG INSULATION	\$1.52	S
47	HAL RBX.TC78B-6FT 7/8X1/2 PIPE INS	\$1.25	S
48	m-lok fg pc apt 1-3/8x1 insul	\$1.77	S
49	M-LOK FG341M 1-1/8X1 FG PC APT PI	\$1.67	S
50	M-LOK FG581M 5/8X1 FG PC APT	\$1.48	S
51	NIBCO 601 1/2 CXC COUPLING NO STOP	\$0.32	S
52	TOLCO 304 1-5/8IN SS UNISTRT CHAN	\$6.72	S
53	1/2"X6" PVC SCH 80 NIPPLE	\$0.22	S
54	1/4IN L SOFT COPPER TUBE P/FT PI	\$0.57	S
55	5/8IN SS FLAT WASHER	\$0.14	S
56	5/8X3-1/2 WEDGE ANCHOR	\$1.32	S
57	CHAMPION CHAM, 12H PLST INSERT	\$0.55	S
58	DOTTIE DA38 3/8 DROP IN ANCHOR	\$0.19	S
59	DOTTIE TBC362 3/16X2 TOGGLE BOLT	\$0.29	S
60	FAS 25637 SS WEDGE ANCHOR 3/8X3	\$2.89	S
61	MUEL W-01022P25 1/2 CXC COUPLING	\$0.32	S
62	MUEL W02084 1-1/4 CXC 90 ELL	\$3.45	S
63	MUELLER-PLASTICS 830-005 1/2 FPTXF	\$1.35	S
64	NBR03CL 1/2XCL BRS NIPPLE	\$0.95	S
65	NIBCO 617 1/2IN CXC TUBE CAP	\$0.31	S
66	PASCO 2204 SQ CUT SJ WASHER	\$0.10	S
67	RB 1812-SAM POP-UP	\$8.49	S
68	RB 5H 5' 180D NOZZLE	\$0.75	S
69	reliable sprinkler head #r1314	\$8.00	S
70	SLOAN 5308696 H553 O-RING	\$0.60	S
71	1/2 s/s atr	\$1.32	S
72	3/4IN GAL PIPE T&C P/FT	\$1.13	S
73	m-lok #fg1141a 1-5/8x1 insul	\$1.92	S
74	1/2X3/8X16 SS FLEX CONN	\$2.20	S
75	1-1/2IN DWV COPPER TUBE P/FT PI	\$3.57	S
76	1IN L HARD COPPER TUBE P/FT	\$2.30	S
77	3/4" SS 316 FLAT WASHERS	\$0.32	S
78	3/4X2-1/4 SS BOLT PI	\$1.14	S
79	6" dr-14 cl 200 c-900 pvc pipe	\$6.11	S

No.	Item Description	Total	Indicate Stock or Non-stock (S) or (NS)
80	CHAR 10007B 3/4X20 PVC80 BELL PIPE	\$1.19	S
81	CHAR 10030 3X20 PVC 80 PE PIPE	\$7.70	S
82	CHAR 10030B 3X20 PVC 80 BELL PIPE	\$7.70	S
83	CHAR 10060B 6X20 PVC 80 BELL PIPE	\$7.13	S
84	CHI-FCT 1025-ABCP ANGLE STOP PI	\$37.57	S
85	M-CO 1-5/80D PLTD UNISTRUT CLMP PI	\$1.13	S
86	PASCO 1238 1-1/2IPS LG SG FLNG	\$0.49	S
87	TY 006268 4IN NH COUPLING PI	\$2.05	S
88	ERC RPS360400 STRUT SUPPORT 1000 4	\$5.50	S
89	3/4X12FT SS304 ALL THREAD ROD	\$1.65	S
90	5/8X1-3/4 SS304 BOLT PI 62C175HB2S	\$1.50	S
91	5/8IN SS FLAT WASHER PI	\$0.14	S
92	acorn #2566-301-006	\$125.00	S
93	NIBCO 733-3 1-1/4IN CXF UNION	\$73.92	S
94	1/2IN L HARD COPPER TUBE P/FT	\$0.99	S
95	112x16 cp t/p 17 gauge 562-852	\$11.41	S
96	1-5/8X13/16 SLTD GAL CHANNEL P/FT	\$1.06	S
97	5/8IN SS304 NUT PI	\$0.21	S
98	AB&I 00158 2IN NH PIPE P/FT	\$3.80	S
99	AMGR TBLN-1/4 BRZ THRD LOCK NUT	\$1.00	S
100	DOTTIE FW12 1/2IN FLAT WASHER	\$0.03	S
101	DOTTIE HN12 STL HEX NUT	\$0.05	S
102	FLAG 4101-040 1/4IN BRS 90 ELL	\$1.46	S
103	FLUI B1F16 3/8FX1/2FX16 SS CONN	\$2.20	S
104	HARBIL 503-802D 1-1/2 17GA CP TUB	\$12.59	S
105	IMC 6IL048068-P/FT 1/2X3/4 INS	\$0.55	S
106	MUEL W1180 1-1/2X1-1/4 CXMIP ADAPT	\$12.95	S
107	muller 112 dwv st 45 w-7431	\$4.27	S
108	NBR0110 1/4X10 BRS NIPPLE PI	\$3.58	S
109	NIBCO 707-5-A 1/2 CXC HE 90 EL	\$7.66	S
110	NIBCO 904 1-1/2 CXMIP DWV ADPTR	\$8.51	S
111	NIBCO P-11 POST BASE	\$21.00	S
112	tolco 3-1/2in ips s/s cusion clamp	\$19.92	S
113	AEC 4025-001-001 BUBBLER L/MOUTHGR	\$75.00	S
114	acorn sink #1661	\$811.00	NS
115	AEC 4025-011-001 BUBBLER ASSY PI	\$75.00	S

No.	Item Description	Total	Indicate Stock or Non-stock (S) or (NS)
116	DOTTIE MB381 3/8X1 MACHINE BOLT	\$0.15	S
117	acorn sink #1661 polished	\$1,498.00	NS
118	B-L9003LF 1/2IN BRS 90 ELL LF	\$2.15	S
119	B-ST9003 1/2IN BRS ST 90 ELL	\$2.67	S
120	DOTTIE HN12 STEEL HEX NUT	\$0.05	S
121	DOTTIE HN58 STEEL HEX NUT	\$0.08	S
122	MUEL W01634 3/4 CXC SR 90 ELL	\$0.95	S
123	RB 1806 6" POP-UP BODY	\$4.23	S
124	SLOAN 3301038 A-38-A 3.5GPF KIT	\$12.08	S
125	SPEARS DS-400 WTRPRF WIRE CONN	\$1.98	S
126	TOLCO FIG-118 3/8 STL SQ WASHER	\$0.51	S
127	3-1/8 S/S CUSION CLAMP	\$6.74	S
128	7/8X3/4 THERMOCELL PI	\$0.41	S
129	75R150WSF6 3/4 T316 FLAT WASHER PI	\$0.05	S
130	MBS58412 5/8X4-1/2 SS304 HEX BOLT	\$2.25	S
131	MIS T-150 1-1/2 B/S COUPLING	\$2.25	S
132	SLOAN 3308853 H541AA 1IN STOP KIT	\$6.69	S
133	SLOAN 5308696 H553 O-RING	\$0.60	S
134	IIN BLK STEEL PIPE PE P/FT PI	\$1.09	S
135	1IN FLETCHERCOAT T&C P/FT PI	\$2.70	S
136	2-1/2IN GAL PIPE T&C STL P/FT	\$5.81	S
137	2-1/2IN SCH40 BLK PIPE GRVD END	\$5.00	S
138	1/2" HEX NUTS PLATED	\$0.05	S
139	1/2IN TYPE L COPPER PIPE PI	\$0.99	S
140	1-1/2IN L HARD COPPER PIPE P/FT	\$4.24	S
141	1-1/4X12 17GA CP TAILPIECE TBE PI	\$7.65	S
142	12x1 pvc 90	\$0.46	S
143	13/16X10 UNISTRUT CHANNEL PI	\$1.06	S
144	1-5/8 US CHANNEL SHALLOW	\$0.80	S
145	1-5/8X1-5/8 SS304 PERF CHANNEL PI	\$4.64	S
146	16310116 1/2X1/2X16 SS FLX CONN	\$2.20	S
147	1IN M HARD COPPER TUBE P/FT	\$1.86	S
148	1IN PVC SCH80 PIPE P/FT	\$0.55	S
149	2IN L HARD COPPER TUBE P/FT	\$6.70	S
150	3/4IN IPS SS304 UNISTRUT CLAMP	\$2.15	S
151	3/4IN PVC SCH40 PIPE P/FT	\$0.23	S

No.	Item Description	Total	Indicate Stock or Non-stock (S) or (NS)
152	3IN PVC SCH40 PIPE P/FT	\$1.49	S
153	3IN PVC SCH80 PIPE P/FT	\$2.34	S
154	6031 1-1/4 SJ WASHER	\$0.07	S
155	6IN NA FF GASKET	\$2.84	S
156	6IN PVC SCH40 PIPE P/FT	\$4.03	S
157	6IN SS316 SCH40 PIPE P/FT	\$44.00	S
158	7 PVC 90 W/INSERT	\$1.50	S
159	A106 4IN SCH80 BLK SMLS PIPE	\$14.60	S
160	AEC 0469-025-000 2.5 GPM PI	\$25.20	NS
161	AEC 2560.015.001 WTR CHAMBER ASSY	\$7.60	NS
162	APP 6061 1-1/2IN POLY SJ WASHER PI	\$0.06	S
163	APP 9901 112X114 POLY SJ WASHER	\$0.07	S
164	CAMB 1-1/2 RED BRS PIPE P/FT	\$17.26	S
165	CHAR 10010B 1X20 PVC 80 BELL PIPE	\$0.55	S
166	CHAR 10015 1-1/2X20 PVC 80 PE PIPE	\$0.85	S
167	CHAR 10020B 2X20 PVC 80 BELL PIPE	\$1.21	S
168	CHAR 10025 2-1/2X20 PVC 80 PE PIPE	\$1.99	S
169	CLMP 10020 2IN CI NH COUPLING	\$1.30	S
170	CONB 7010201 3/8 IP BRZ BVLV PI	\$10.64	S
171	CONB 70-104-01 3/4 BRS THD BVLV PI	\$17.54	S
172	DOTTIE DA50 DROP IN ANCHOR PI	\$0.58	S
173	HARBIL 523-802 1-1/2 LA P-TRAP CP	\$11.75	S
174	HARVEY 006030N #5 WAX RING W/BOLTS	\$2.95	S
175	J.R.SMITH 76028-80-6 SCREWS	\$2.00	S
176	KEENEY 65 1-1/2 BEV POLY WASHERS	\$0.07	S
177	KRKHIL W-305 SLIP JOINT WASHER PI	\$0.07	S
178	NIBCO 607-2 1-1/4 FTGXC 90 ELL	\$5.16	S
179	NIBCO 624 1/4IN TUBE STRAP	\$0.14	S
180	NIBCO.917-B 1/2IN COPPER TEST CAP	\$0.36	S
181	PASCO 1228 1-1/2 SURE GRIP FLNG	\$0.20	S
182	PASCO 1230 5/8 SURE GRIP FLANGE PI	\$0.10	S
183	PASCO 2088 SPUD WASHER	\$5.18	S
184	PASCO 2152 3/4FHT HOSE CAP	\$1.12	S
185	pvc#9 90 w/insert 1-3/8x1 #909	\$1.50	S
186	SLOAN 3301036 CLST KIT 3.5 A36A	\$10.74	S
187	SLOAN 3301041 A41A CLOSET KIT 1.6	\$12.49	S

No.	Item Description	Total	Indicate Stock or Non-stock (S) or (NS)
188	SLOAN 3301044 A42A URINAL KIT	\$12.49	S
189	SLOAN 3303398 C70A REPAIR KIT C9A	\$4.60	S
190	SLOAN 3323192 V551A V/B REP KIT	\$1.92	S
191	smith closet cap #76268-08-061	\$2.00	S
192	smith fiber washer#76289-91-6	\$2.00	S
193	SYMMONS T-52 SPINDLE ASSEMBLY-PAIR	\$17.51	S
194	TOLCO 7/8IN CUSH A CLAMP	\$1.56	S
195	TOLCO A12 1-5/8 SOLID UNISTRUT CHA	\$2.98	S
196	TOLCO FIG-100 3/8IN ALL THREAD ROD	\$0.27	S
197	TOLCO FIG-115 1/2 FLAT WASHER	\$0.67	S
198	TY 006787 3IN NH SOIL PIPE 10FT PI	\$4.72	S
199	UNISTR 014T018EG 7/8IN CUSH CLAMP	\$1.21	S
200	PASCO 1558 3/8 DROP-IN ANCHOR	\$0.14	S
201	NIBCO 600 1-1/4 CXC CPLG W/STP PI	\$1.19	S
202	SLOAN 3017901 ROYAL-950 2-10-3/4 F	\$102.79	S
203	PASCO 1235 1-1/2 BOX PTTRN FLNG	\$1.72	S
204	452008 2IN NH COUPLING	\$1.30	S
205	MUEL W04068 1-1/4 CXCXC TEE PI	\$7.21	S
206	RGD 1IN UNISTRUT CLAMP PI	\$0.84	S
207	TOLCO A12 PLASTIC END CAP	\$0.92	S
208	TOLCO FIG-68W 3/8IN BEAM CLAMP	\$0.83	S
209	1/2X1/2X24 SS CONN PI	\$2.18	S
210	1-1/2X3 BRS NIPPLE	\$5.84	S
211	112x16 cp flanged t/p 579-872	\$8.22	S
212	AEC 2590-012-001 METERING VALVE	\$280.00	S
213	BENEKE 525 TOILET SEAT PI	\$15.00	S
214	CHI-FCT 701-COLD-CP SGL LAV FCT PI	\$99.62	S
215	DAP 18001 WHT CAULK 5.50Z	\$1.46	S
216	fg218112m m-lok fg pc apt 218x112	\$3.50	S
217	HAWS 5054LF D/M BUBBLER VLV	\$201.00	S
218	NIBCO 707-5 1/2 CXC 90 DROP ELL	\$0.43	S
219		\$3.43	S
220		\$5.60	S
221		\$1.82	S
222		\$0.21	S
223		\$0.85	S

No.	Item Description	Total	Indicate Stock or Non-stock (S) or (NS)
224	JRS A5NBG 5IN NCKL BRZ GRATE ONLY	\$57.80	S
225	NIBCO 607 1IN CXC 90 ELL	\$2.33	S
226	NIBCO FIG-70 3/8 ROD COUPLING	\$0.10	S
227	SLOAN V500AA 1-1/4X9 CP VAC BRKR	\$14.66	S
228	TOLCO 2-5/8IN CUSH A CLAMP	\$5.77	S
229	TOLCO FIG 65 3/8 BEAM CLAMP	\$0.83	S
230	PASCO 9062-R 2IN 20ML PIPE WRAP PI	\$6.55	S
231	SLOAN 0318117 HY100A1 CP PB ASSY	\$63.60	S
232	TOLCO 1-3/8IN CUSH A CLAMP PI	\$1.93	S
233	WHITLAM BLUE MAGIC 1/2 PT PI	\$7.53	S
234	1/2 CXC 90 607 WB1622	\$0.43	S
235	1IN BLK SO 90 ELL	\$1.55	S
236	3 s/s nut&bolt and washer f/f kit	\$5.24	S
237	3/4" S/STL 304 FLAT WASHER	\$0.86	S
238	5/8 S/S ALL THREADED ROD	\$3.90	S
239	5/8x12 s/s 316 atr	\$3.09	S
240	5/8X12FT SS ALL THREAD ROD PRICE P	\$3.09	S
241	ANVIL 1101 3/4IN GAL MI 90 ELL PI	\$1.22	S
242	ANVIL 1161 3/4 XH BLK MI 90 ELL	\$7.65	S
243	APOLLO W683600 SS LATCH LOCK HDL	\$11.62	S
244	APP 9901 POLY SJ WASHER PI	\$0.05	S
245	B-L9004 3/4IN BRS 90 ELL	\$3.21	S
246	B-ST9004 3/4IN BRS ST 90 ELL	\$4.18	S
247	C-F 377-XKLHBL12JKABNF LH CER LNG	\$218.55	S
248	C-F 377-XKRHBL12JKABNF RH 1/4 TURN	\$218.55	S
249	CHI-FCT 1-100XTJKABNF	\$12.74	S
250	CHI-FCT 377-XTRHJKABNF RH STEM LF	\$15.00	S
251	DIXON AV250-W 2-1/2 ALUM REPL WHEE	\$5.00	S
252	ERICO CADDY 360400 1000LBS	\$10.50	S
253	FAS 19586 FENDER WASHER 3/8X1-1/4	\$0.25	S
254	fg114112m mlok pc apt 114 (1-5/8)x	\$2.00	S
255	MIS C200C 2CIX2CI COUPLING	\$2.45	S
256	MUEL WB01622 1/2 CXC 90 ELL	\$0.43	S
257	MUEL WB01647 1IN CXC 90 ELL	\$2.33	S
258	MUEL WB04006 1/2IN CXCXC TEE	\$0.72	S
259	NIBCO 607 3/4IN CXC 90 ELL	\$0.95	S

No.	Item Description	Total	Indicate Stock or Non-stock (S) or (NS)
260	PASCO 1331-C 1-1/2X1-1/4 SJ NUT	\$0.72	S
<b>26</b> 1	PASCO 2124 DUAL THR ECON AERATR	\$2.85	S
262	PROPRESS 78192 1-1/2 CXC CPLG L/ST	\$3.64	S
263	PROPRESS 78197 2IN CXC CPLG L/ST	\$6.28	S
264	SLOAN 3010000 ROYAL 111 1.6 FV	\$94.80	S
265	SLOAN 3301037 A-37-A 1.5GPF KIT	\$10.74	S
266	SLOAN B-73-A ADA FLUSH HDL ASY	\$11.47	S
267	SLOAN H700A 3/4 ADJ SCR DRVR STP P	\$38.42	S
268	SLOAN ROYAL 186 1.5 STD EXP URN PI	\$101.57	S
269	SPEARS 882-005 1/2XCL P80 NIPPLE	\$0.08	S
270	SPEARS 882-025 1/2X2-1/2 P80 NPL P	\$0.09	S
271	SPEARS 882-040 1/2X4 P80 NIPPLE	\$0.11	S
272	TOLCO OD 7/8 YZ CUSH CLMP ASY	\$1.21	S
273	TORO 89-3980	\$3.60	S
274	990080 1/2X1/2X20 SS CONN PI	\$2.18	S
275	NIBCO 607 1/2IN CXC 90 ELL	\$0.43	S
276	NIBCO 733-4 3/4IN CXM UNION	\$16.58	S
277	PASCO 7-68108 5/8X1/2 COMPXMIP CPL	\$3.35	S
278	SPEARS 806-007 3/4 SKT P80 90 ELL	\$0.74	S
279	SPEARS 854-030 3IN SKT P80 FLNG	\$7.41	S
280	1/2IN ALL THREAD ROD ZINC P/FT	\$0.49	S
281	1/2INX6FT SS ALL THREAD ROD	\$1.32	S
282	1-1/2IN ABS/DWV PIPE P/FT	\$0.42	S
283	1-1/2IN PLASTIC END CAP PI	\$0.49	S
284	1-1/2IN PVC SCH80 PIPE P/FT	\$0.28	S
285	1-1/4IN XH S80 BLK SMLS PIPE PE P/	\$8.20	S
286	1-5/8X10 GAL SLOTTED CHANNEL	\$3.38	S
287	1-5/8X13/16 SS304 SLTD CHNL P/FT P	\$4.93	S
288	1IN 150# BLK 90 ELL PI	\$2.68	S
289	1IN GAL PIPE T&C P/FT	\$4.21	S
290	1IN IPS SS304 UNISTRUT CLAMP	\$2.79	S
291	2IN NH COUPLING PI	\$1.30	S
292	2IN PVC SCH80 PIPE P/FT	\$1.22	S
293	3/4IN CXC PIPE STRAP PI	\$0.11	S
294	3/4IN LK FIP HOSE BIBB PI	\$6.44	S
295	3/8X1/2X20 SS CONN	\$2.14	S

No.	Item Description	Total	Indicate Stock or Non-stock (S) or (NS)
296	3/8X3 WEDGE ANCHOR	\$0.27	S
297	418R LENOX 4IN 18TPI RECIP BLA	\$1.57	S
298	4IN L HARD COPPER TUBE P/FT	\$21.88	S
299	4IN NA 150# 1/16 RING GASKET	\$1.49	S
300	6IN NA 150# 1/16 RING GASKET	\$1.79	S
301	7/8IN SS CHANNEL PI	\$4.93	S
302	AEC 0469-005-000 FLOW CONTROL PI	\$18.37	NS
303	AEC 2302-000-003 CARTRIDGE ASSY PI	\$83.28	NS
304	AEC 2312-003-001 PI	\$6.29	NS
305	AEC 2563-000-002 SERVO ASSY PI	\$55.00	NS
306	AEC 2563-020-002 AIRTROL MTRNG	\$75.00	NS
307	AEC 2566-050-001 BLANK PBTN ASY PI	\$35.00	NS
308	APP 6031 WASHER SJ 1-1/4 STD	\$0.06	S
309	ARHD 253LK 1/2IN FIP HOSE BIBB PI	\$7.00	S
310	BAG OF RAGS PI 5 LBS	\$6.21	S
311	BNHT2 BLUE RAGS PI	\$6.21	S
312	BNHTP NEW HUCK TOWEL PRIME BLUE PI	\$1.64	S
313	B-PL03LF 1/2IN BRS PLUG LF	\$3.50	S
314	BR-22 SS304 24 US CHANNEL TEE	\$2.55	S
315	BRAS 125-6-8 3/8 H-M HSBARB PI	\$2.59	S
316	BRAS 63PT-4 1/4 BRS INSERT PI	\$6.98	S
317	BRAS KT3341XC 1/2COMPX1/2 LF A/S	\$5.00	S
318	CALPICO 10IN 150# NA FF GASKET PI	\$4.74	S
319	CALPICO 8IN NA FF GASKET	\$1.56	S
320	CAM 1/2IN 150# S\$304 90 ELL PI	\$1.56	S
321	CAM 6IN 150# SS THD FLANGE PI	\$68.00	S
322	CHI-FCT 1-100XTJKABNF LH STEM LF	\$12.74	S
323	CHI-FCT 335-XJKNF UNIT L/HDL PI	\$42.72	S
324	CONB 77-204-01 3/4 BRZ BLL VLV PI	\$24.90	S
325	DIXON BN66 3/4X3/4 MALE INSERT	\$3.38	NS
326	DOTTIE MA381 3/8X1 MACHINE BOLT	\$0.13	S
327	DOTTIE MB12112 MACHINE BOLT	\$0.13	S
328	DOTTIE TBC363 3/16X3 TOGGLE BOLT P	\$0.05	S
329	FLUI B4F09 1/2X1/2X9 SS FLX CONN	\$1.95	S
330	GRAY 3/4X1-1/2 BRS S40 NIPPLE	\$1.45	S
331	KRKHIL KRKHIL.W-306 SLIP JOINT WAS	\$0.06	S

No.	Item Description	Total	Indicate Stock or Non-stock (S) or (NS)
332	KRKHIL W-304P SLIP JOINT WASHER	\$0.06	S
333	LEN 618R 6IN 18TPI RECIP BLADE	\$2.03	S
334	LEN 624R 6IN 24TPI RECIP BLADE	\$2.03	S
335	M-CO 7/8 OD PLTD UNISTRUT CLAMP PI	\$0.83	S
336	M-CO C-14-PRE 13/16 GAL CHANNEL PI	\$1.06	S
337	MIS C200-HW 2IN CI COUPLING PI	\$1.30	S
338	mueller 1/2 #107823nl ball vavle t	\$8.10	S
339	NBR03112 1/2X1-1/2 BRS NIPPLE	\$1.09	S
340	NBR038 1/2X8 BRS NIPPLE	\$4.43	S
341	NBR074 1-1/2X4 BRS NIPPLE	\$2.34	S
342	NBS0608 6-9 SS316 NUT/BOLT SET PI	\$22.50	S
343	NIBCO 606 1-1/4IN CXC 45 ELL	\$4.44	S
344	NIBCO 607 1-1/2IN CXC 90 ELL	\$5.38	S
345	NIBCO 607-LT 3/4 CXC LT 90 ELL PI	\$1.93	S
346	NIBCO 701-D 3/4IN CXC COUPLING	\$0.18	S
347	NIBCO 724-5-A 1/2IN HYCO COUP	\$0.35	S
348	NIBCO 733-4 3/4IN CXM UNION	\$16.57	S
349	NIBCO 901 2IN DWV CXC COUPLING PI	\$4.93	S
350	NIBCO TSN 3/8 TOP SPRING NUT PI	\$2.00	S
351	OATEY 33993 1/2 COPPER TUBE STRAP	\$0.07	S
352	PASCO 1274 2IN COCK HOLE COVER	\$0.92	S
353	PASCO 1841-C C/O COVER PLATE PI	\$1.11	S
354	PASCO 2224 GARDEN HOSE WASHER	\$0.11	S
355	PASCO 2811 1/2IN FLOOR/CEIL PLT	\$0.69	S
356	PASCO 4636 19 HVY-DTY FORCE CUP	\$2.73	S
357	PASCO 959 1-1/2 BRS CLST SPUD	\$5.18	S
358	PROPRESS 78177 3/4 CXC CPLG L/STOP	\$0.87	S
359	SLOAN 3301041 A-41-A 1.6GPF KIT	\$12.50	S
360	SLOAN 3308797 H1010A STOP CAP KIT	\$6.52	S
361	SLOAN 3308856 H-543-ASD REPAIR KIT	\$6.70	S
362	SLOAN 3318001 HY83A HYD ACT CART	\$16.15	S
363	SLOAN 3323182 V651A VAC BRK REP KI	\$2.09	S
364	SLOAN 5302305 B50A HANDLE RK	\$2.16	S
365	SLOAN A-50 SUPERWRENCH	\$28.56	S
366	SLOAN H-543-ASD REPAIR KIT	\$6.50	S
367	SLOAN V651A VAC BRKR REP KIT	\$2.09	S

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No.	Item Description	Total	Indicate Stock or Non-stock (S) or (NS)
368	SPEC P-2063 FF ISC 3/4 SUS CLMP PI	\$0.16	S
369	symmons #df-9cvp escution screws	\$0.05	S
370	SYMMONS S2H-5 FACE PLATE DWG	N/A	
371	SYMMONS S2H-5A 2.108X2.350 GSKT	N/A	
372	SYMMONS SH-7 HXNUT 5/16-24X1/2X3/1	\$1.92	S
373	SYMMONS TA10 SPINDLE	\$37.02	S
374	SYMMONS TA-4 TEMPTROL SEATS	\$22.50	S
375	SYMMONS UH-1C O-RING	\$0.15	NS
376	SYMMONS UH-3A GARLCK BLUEGARD GSKT	\$2.00	NS
377	SYMMONS UH-5A SPRAY INSERT	\$3.50	NS
378	SYMMONS UH-5C SPACER	\$2.00	NS
379	SYMMONS UH-6 SS SCREW 10-32X1-3/4	\$1.50	S
380	SYMMONS UH-7A INSERT SCREW GASKET	\$3.00	S
381	SYMMONS UH-7B SS ALLEN CAP SCREW	\$1.50	S
382	TOLCO FIG-100 1/2 ALL THREAD ROD	\$0.49	S
383	TOLCO FIG-51 3/8X1/2 SIDE BEAM BRA	\$0.56	S
384	TOLCO RGD 1&1-3/8 SS TBG CLMP	\$2.79	S
385	TOLCO RGD 1-1/2&1-7/8 SS TBG CLMP	\$2.79	S
386	TY 006220 2IN NH COUPLING PI	\$1.30	S
387	TY 006855 2IN NH 1/4 BEND PI	\$4.86	S
388	TY 392033 2X10 NO HUB PIPE	<b>\$</b> 5.91	S
389	UNISTR P4100T-10PG 13/16X1-5/8	\$1.06	S
390	AEC 2590-061-001 H&C MTRNG VLV PI	\$361.14	S
391	SLOAN A37A URINAL KIT 1.5	\$9.74	S
392	1/8 SS CUSHION CLAMP	\$8.00	NS
393	6IN 150# NA FF 1/16 GASKET	\$2.85	S
394	AB&I 02482 2IN NH C/O PLUG	\$4.60	S
395	AQUAPURE 55886-27 AP2005-2 CART	\$15.02	S
396	BRAS B1-12DW-F D/W CONN PI	\$3.22	S
397	CHI-FCT 1013-ABCP	\$39.50	S
398	CHI-FCT 327-XCP STRAINER WASTE	\$11.68	S
399	fgi13 #7 pvc insulation 90	\$0.89	S
400	FLAG 4174-040 1/4IN BRS PLUG PI	\$0.90	S
401	GRAY 1-1/4X6 BRS S40 NIPPLE PI	\$8.90	S
402	JSC S04-212 1/2X1/2X16 FCT CONN PI	\$1.92	S

No.	Item Description	Total	Indicate Stock or Non-stock (S) or (NS)
403	KOH 300-02 PI	\$11.17	S
404	KOHLER 30004 VALVET COLD PI	\$11.17	S
405	KRKHIL W-309PW SJ WASHER PI	\$0.07	S
406	M-CO RIGD PLTD 3 UNISTRUT CLMP	\$1.53	S
407	MIL-R #1 ACID BRUSH	\$0.06	S
408	MIS C215C 2CI-1-1/2CI CPLG PI	\$6.77	S
409	MUEL WB01634 3/4 CXC 90 ELL	\$0.95	S
410	MUEL WB04031 3/4IN CXCXC TEE	\$1.75	S
411	NIBCO 603 3/4IN CXFIP ADAPTER	\$1.93	S
412	NIBCO 607-2 3/4IN FTGXC 90 ELL	\$1.37	S
413	NIBCO 607LT 2IN CXC 90 ELL	\$9.81	S
414	NIBCO 624 1/2IN TUBE STRAP	\$0.07	S
415	NIBCO P11SQ SQ POST BASE PI	\$15.14	S
416	PASCO 2190 DRINKING FIN LF	\$118.11	S
417	pvc #7 vlv/tee w/insert 5/8x1	\$1.72	S
418	SLOAN A1041A 1.6GPF CLST REP KIT	\$16.45	S
419	SPARTAN 044225800 FOOT PEDAL SWITC	\$37.00	NS
420	SPEARS 406-007 3/4 SKT P40 90 ELL	\$0.17	S
421	SPEARS 806-010 1IN SKT P80 90 ELL	\$1.20	S
422	symmons t-177 wall mounting flange	\$5.00	8
423	TOLCO OD 1-1/8 YZ CUSH CLMP ASY	\$1.82	S
424	TOLCO OD 7/8 YZ CUSH CLMP ASY	\$1.57	S
425	wesanco #w5123 4 hole 90	\$4.98	S
426	ZESTON #9 1-5/8X1 PVC TEE	\$2.01	S
427	AB&I 00606 2IN NH 1/8 BEND	\$4.35	S
428	LAV GUARD 101EZ PI	\$18.83	S
429	MUEL W02085 1-1/2 CXC 90 ELL	\$5.39	S
430	NIBCO 733-4 1/2IN CXM UNION	\$12.17	S
431	SLOAN A156A DIAPHRAGM	\$3.02	S
432	SLOAN A71A INSIDE COVER	\$4.46	S
433	TOLCO BR-22 18IN BRACKET	\$15.61	S
434		\$1.86	S
435		\$1.00	S
436		\$3.36	S
437		\$1.21	S
438		\$2.18	S

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No.	Item Description	Total	Indicate Stock or Non-stock (S) or (NS)
439	1/2X1/2X20 SS FLEX CONN PI	\$2.18	S
440	12x1 pvc 45	\$0.30	S
441	18IN US CHANNEL TEE	\$17.17	S
442	2-1/8IN CUSH A CLAMP PI	\$4.05	S
443	6 - 150lb flange 316 s/s socket w	\$64.23	S
444	6" D.I FLANGED 90 ELL	\$91.02	S
445	AB&A 3051-RA 1-1/2 ABS CO PLUG PI	\$0.59	S
446	ASCO 302373 KIT	\$89.27	NS
447	CHI 333-336 PSH ABCP L/F FAUCET	\$105.08	S
448	CHI-FCT 1-099XKJKABNF RH CRMC LF	\$15.03	S
449	CHI-FCT 1-100XKJKABNF LH CRMC LF	\$15.35	S
450	CHI-FCT 369-PRJKCP HANDLES P/PR	\$15.35	S
451	CHI-FCT 377-XTLHBL12JKNF	\$174.73	S
452	CONB 70-103-01 1/2 IPS BRZ BVLV PI	\$12.76	S
453	CONB 7720701 1-1/2 BRZ BLVLV PI	\$61.44	S
454	CONB 77CLF-207-01 1-1/2 FP BLVLV	\$69.16	S
455	CONBRACO 77C10401 3/4 BRZ FP BLVLV	\$12.99	S
456	DIXON BR5038 1/2X3/8 BELL REDUCER	\$1.17	S
457	DOTTIE FENW516114 FENDER WASHER	\$0.03	S
458	DOTTIE LAG142 LAG BOLT PI	\$0.09	S
459	DOTTIE PS1218 18 STL PLT STRAP PI	\$0.30	S
460	GOSS QLM MAPP GAS CYLINDER	\$5.38	S
461	JRS 9849 RATE ARROW	\$21.15	S
462	KEENEY 1909PCBN 1-12X16 CP SJ EXT	\$12.79	S
463	KRKHIL W-251 SINK PLUG WASHER PI	\$0.57	S
464	MBXL4501 1/4IN 300# BLK 90 ELL	\$5.87	S
465	M-CO 2-1/8 OD UNISTRUT CLAMP PI	\$4.05	S
466	MERIT 101-06 3/8 BRS 90 ELL	\$1.57	S
467	MIL-R 111133-3 1/2" FITTING BRUSH	\$0.88	S
468	MUEL A11210NL 1/2 CXM UNION LF	\$12.17	S
469	MUEL W01146 3/4 CXM ADAPTER	\$1.49	S
470	MUEL W02086 2IN CXC 90 ELL	\$9.81	S
471	mueller wb-3326 12 st 45	\$0.92	S
472	NBR0112 1/4X12 BRS NIPPLE	\$3.78	S
473	NBR032 1/2X2 BRS NIPPLE	\$1.28	S
474	NBR04212 3/4X2-1/2 BRS NIPPLE	\$1.99	S

No.	Item Description	Total	Indicate Stock or Non-stock (S) or (NS)
475	NIBCO 600-2 1/2X3/8 FTGXC CPLG PI	\$0.74	S
476	NIBCO 601 1-1/4 CXC CPLG L/STP	\$2.69	S
477	NIBCO 601 1IN CXC CPLG L/STOP	\$1.84	S
478	NIBCO 603 1/2IN CXFIP ADAPTER	\$1.41	S
479	NIBCO 603-2 1/2IN FTGXF ADAPTER	\$2.78	S
480	NIBCO 603R 1/2X3/8 CXF ADAPTER PI	\$2.17	S
481	NIBCO 604 1/2IN CXMIP ADAPTER	\$0.89	S
482	NIBCO 604 3/4IN CXMIP ADAPTER	\$1.49	S
483	NIBCO 606 1/2IN CXC 45 ELL	\$0.78	S
484	NIBCO 607 2-1/2IN CXC 90 ELL	\$0.43	S
485	NIBCO 607-LT 2-1/2 CXC LT 90 ELL P	\$32.86	S
486	NIBCO 611R 3/4X3/4X1/2 CXCXC TEE	\$1.66	S
487	NIBCO 617 3/4IN CXC TUBE CAP	\$0.58	S
488	NIBCO 620L 1/2X6 STUB-OUTS	\$0.41	S
489	NIBCO 733 3/4IN CXC UNION	\$5.63	S
490	NIBCO 733-4 1-1/2IN CXM UNION	\$53.25	S
491	NIBCO 741 4IN 125# CMPN FLNG PI	\$144.79	S
492	NIBCO 804 1-1/2 CXM DWV ADAPTER	\$7.82	S
493	NIBCO.917-B 3/4IN COPPER TEST CAP	\$0.41	S
494	NXB045 3/4X5 XH BLK NIPPLE	\$2.67	S
495	PASCO 1226 1/2 SURE GRIP FLANGE	\$0.26	S
496	PASCO 1338 1-1/2IN BRS SJ NUT	\$1.15	S
497	PASCO 1338-C 1-1/2X1-1/2 SJ NUT	\$1.21	S
498	PASCO 2105 DUAL THD SINK AERATR PI	\$2.01	S
499	PASCO 237 5/16X3 BRS CLST BLT SET	\$2.69	S
500	PASCO 5153 1/2IN COPPER TUBE BRUSH	\$2.75	S
501	PASCO 7-6210 5/8 COMP UNION PI	\$4.63	S
502	PLUMB SRD1534 H543AA SCRWDRV CLLR	\$6.70	S
503	PROPAC 6IN CL150 SS304 N&B&G KIT P	\$21.66	S
504		\$2.53	S
505		\$0.74	<u>s</u>
506	SPEARS 829-007 3/4 SKT P80 CPLG	\$1.42	S
507	SYMMONS CC CONVERSION PLATE FOR SA	\$92.92	S
508	SYMMONS UH-1A FRONT INSERT COMPLET	\$53.33	S
509	SYMMONS UH-1B MOUNTING BRACKET	\$39.10	S

No.	Item Description	Total	Indicate Stock or Non-stock (S) or (NS)
510	SYMMONS UH-1C O-RING FOR HEAD BRAC	\$2.13	S
511	SYMMONS UH-5 STUD SCREW	\$1.62	S
512	TOLCO 1-1/8IN CUSH A CLAMP	\$2.53	S
513	TOLCO 1-5/8IN CUSH A CLAMP	\$1.13	S
514	TOLCO 1-5/80D KPR UNISTRUT CLAMP	\$1.13	S
515	TOLCO FIG52 3/8 6H SDE BM BRCKT PI	\$29.63	S
516	TOLCO OD 5/8 YZ CUSH CLMP ASY	\$1.08	S
517	TOLCO RGD 1-1/4&1-5/8 SS TBG CLMP	\$3.66	S
518	TOLCO RIDG 2IN UNISTRUT CLAMP	\$0.98	S
519	TOLCO RIDG 5/8 UNISTRUT CLAMP	\$0.83	S
520	TY 006091 3IN W-B NO-HUB COUPLING	\$1.53	S
521	TY 006206 1-1/2IN NH COUPLING PI	\$1.30	S
522	TY 006244 3IN NH COUPLING PI	\$6.09	S
523	WATS 0031263 1/4X3/8 W226 ADAPTER	\$2.65	S
524	ZESTON Z912 #12 PVC 90 W/INSERT	\$2.65	S
525	#RC14X TEMPTROL HANDLES	\$36.33	S
526	3/4IN 3000# THREAD-O-LET	\$3.81	S
527	3/4x1/2 brass hex bush 100-128	\$1.71	S
528	3IN 150# SS304 NUT&BOLT KIT	\$14.90	S
529	4-1/2 OD UNISTRUT	\$3.41	S
530	AB&A 3052-CA 2IN ABS C/S PLUG	\$0.75	S
531	AEC 2312.003.001 FLO CNTRL ASSY	\$5.24	S
532	AEC 2312-007-001 FLW CNTRL ASSY PI	\$9.79	NS
533	AEC 2563-020-002 MTRNG MTR ASY	\$72.02	NS
534	AEC 2566-051-001 HOT PBTN ASSY PI	\$30.63	NS
535	AEC 2566-052-001 COLD PBTN ASY	\$17.00	NS
536	AEC 2590-001-001 SGL TEMP VLV ASY	\$144.64	NS
537	AEC 2993-001-003 MNTD SPOUT ASSY	\$143.88	NS
538	AEC 4913-040-001 WASTE CONN ASSY P	\$77.16	NS
539	AEC 4926-075-001 CP GRID STRN&EL P	\$37.22	NS
540	A-MTL 6AL 90D ADJ ELBOW	\$27.19	S
541	A-MTL 6VP 30IN GAL VENT PIPE PI	\$24.94	S
542	BRAS B1-16AF 3/8X1/2X16 SS CONN PI	\$2.20	S
543	BSC011 RNWBLE UNIT PEDAL VLV	\$21.00	S
544	CAM 1IN 150# SS304 90 ELL PI	\$2.79	S

No.	Item Description	Total	Indicate Stock or Non-stock (S) or (NS)
545	CAM 3/4IN 150# SS304 90 THD ELL	\$2.06	S
546	CHI-FCT 633-201JKCP FLANGE	\$7.32	S
547	CHI-FCT 807-665PSH-CP SGL FCT MTRN	\$104.45	S
548	FLAG 4401-150 3/4 BRS UNION PI	\$8.37	S
549	GRAY 1X6 BRS S40 NIPPLE PI	\$6.38	S
550	HARVEY 001005 #1 NO SEEP WAX RING	\$2.63	S
551	HARVEY 001115-24 #10 WAX RING	\$0.86	S
552	HERC 40601 300 PLMB GREASE 2OZ	\$2.54	S
553	JRS 0100N08KP NIPPLE KIT	\$36.00	S
554	LEN 20568-624R 6IN RECIP BLD PI	\$10.17 (5 pack)	S
555	LEN 610R 6IN 10TPI RECIP BLADE	\$10.17 (5 pack)	S
556	LENOX 414R 4IN 14TPI RECIP BLADE	\$7.83 (5 pack)	S
557	LENOX 614R BLADES 1PK PI	\$10.17 (5 pack)	S
558	LENOX 636RP 6 6TPI RECIP BLADE PI	\$11.80 (5 pack)	S
559	M2AB #2 ACID BRUSH PI	\$0.46	S
560	MERIT 117-08 1/2 BRS SQ HD PLUG PI	\$1.64	S
561	MIL-R 1/2 PINT BLUE MONSTER PIPE D	\$2.62	S
562	mue w-1905 3/4in exc coup n/s	\$0.65	S
563	MUEL W-02034 3/4 CXC 90D ELL WE500	\$0.95	S
564	NBR03212 1/2X2-1/2 BRS NIPPLE	\$1.53	S
565	NBR078 1-1/2X8 BRS NIPPLE PI	\$14.90	S
566	NIBCO 600-R 2X1/2 CXC COUPLING PI	\$8.33	S
567	NIBCO 604 1IN CXMIP ADAPTER	\$3.80	S
568	NIBCO 607R 1-1/2X1-1/4 CXC 90 EL	\$14.80	S
569	NIBCO 617 3IN C TUBE CAP	\$18.05	S
570	NIBCO 733-3 1/2IN CXF UNION	\$4.57	S
571	NIBCO 733-4LF 3/4IN CXM UNION	\$5.63	S
572	<u> </u>	\$3.99	S
573		\$5.25	S
574		\$3.43	S
575		\$0.34	S
576		\$4.27	S

No.	Item Description	Total	Indicate Stock or Non-stock (S) or (NS)
577	PASCO 7-61C6 3/8 COMP CAP	\$0.40	S
578	PASCO 7-6944 1/4 COMPXMIP 90 ELL	\$1.75	S
579	PASCO 917-PR 1/4 WHT BOLT CAP	\$0.40	S
580	SILVABRITE 100 SOLDER	\$21.13	S
581	SLOAN 0318049 HY-49-A MP HYD VL AC	\$77.66	S
582	SLOAN 3012636 186-1 ROYAL FLSHMTR	\$101.56	S
583	SLOAN 3014801ROYAL-952 2-10-3/4 FO	\$115.39	S
584	SLOAN A1102A 3.5GPF CLST EXP KIT P	\$29.90	S
585	SLOAN F5AT 1-1/2IN CP SPUD CPLG	\$8.76	S
586	SLOAN ROYAL 110 3.5 STD FLSHMTR PI	\$101.57	S
587	SLOAN V500AA 1-1/2X9 VAC BRKR PI	\$14.66	S
588	SLOAN V-600-AA 1-1/2X9 PI	\$14.66	S
589	SPEARS 801-030 3IN SKT P80 TEE	\$11.12	S
590	SPEARS 817-030 3IN SKT P80 45 ELL	\$12.44	S
591	SPEARS 829-040 4IN SKT P80 CPLG	\$9.08	S
592	S-STRUT U716-1/2 2H CUSH TUBE CLAM	\$2.62	S
593	SYMMONS T-12A CAP ASSY	\$27.50	S
594	SYMMONS T-16 PACKING O-RING&NUT	\$2.50	S
595	SYMMONS T-169-STN 7.5 STMPD ESC	\$8.20	S
596	SYMMONS T-17-EXT-1IN EXT GLAND NUT	\$52.13	S
597	SYMMONS T-19/20-PL DOME&LOCKNUT	\$10.43	S
598	SYMMONS TA-9 WASHER RK	\$3.93	S
599	TOLCO 1-1/2IN CUSH A CLAMP	\$2.29	S
600	TOLCO FIG-200 3IN ADJ BAND HNGR	\$0.72	S
601	TOLCO FIG-200 4IN ADJ BND HNGR	\$0.94	S
602	TY 008835 4IN NH COMBO PI	\$21.48	S
603	zurn z1212sdo wall closet support	\$136.00	S

# V. <u>Miscellaneous Items Category</u>:

## A. CATEGORY

Provide percentage discount off for each category listed below

Line No.	Category	Percentage Discount	Indicate Stock or Non-stock (S) or (NS)
1	ABS, PVC, Pipe fitting, cements, primer	45%	S
2	Ball Cocks Float Valves	50%	S
3	Bath & shower Drainage	50%	S
4	Bath & Shower Trim	50%	S
5	Bathroom Accessories	48%	S
6	Black Pipe Fittings (Domestic Only)	60%	S
7	Black Steel Nipples (Domestic Only)	80%	S
8	Brass Fittings	50%	S
9	Brass Nipples (Domestic Only)	96%	S
10	Brass, Plastic, Tubular Specialties	50%	S
11	Chrome Plated Brass Fittings (Domestic Only)	50%	S
12	Clay Pipe & Fittings	10%	S
13	Cleanout, Plugs, Covers & Access Boxes & Doors	45%	S
14	Closet Seats	45%	S
15	Compounds, Solvents	40%	S
16	Connectors Specialty Supply valve	40%	S
17	Control Valves, Automatic, Manual	30%	S
18	Controls	25%	S
19	Copper Fittings - solder & press-on (Domestic Only)	86%	S
20	Copper, Brass, Aluminum Tubing & Pipe (Domestic Only)	62%	S
21	Delta Plumbing Brass	45%	S
22	Dial Thermometer	40%	S
23	Dielectric Fittings (Domestic Only)	35%	S
24	Disposals	40%	S
25	Drainage	50%	S
26	Drains & Grates, Valve Boxes	20%	S
27	Duragauge	40%	S
28	Fasteners, Bolts & Screws; Gasket Sets	40%	S
29	Faucets	45%	S
30	Faucets	45%	S
31	Fiberglass/Plastic, Specialties Fixtures	40%	S
32	Finish Trim	50%	S
33	Fire Hydrants	20%	S
34	Fire Valves	50%	S
35	Fittings	50%	S

Line No.	Category	Percentage Discount	Indicate Stock or Non-stock (S) or (NS)
36	Fixtures & Brass (Domestic Only)	55%	S
37	Flare, Compression, Fitting, Valves	50%	S
38	Float Valve	40%	S
39	Flush Valves	52%	S
40	Forged Steel, Stainless Steel Pipe Fittings (Domestic Only)	75%	S
41	Galvanized Pipe Fittings (Domestic Only)	75%	S
42	Galvanized Steel Nipples (Domestic Only)	75%	S
43	Garbage Disposals	50%	S
44	Gas single wall and b-vent pipe and fittings	60%	S
45	Gaskets and Scalants	60%	S
46	Gauges	50%	S
47	Interceptors & Valve Boxes	25%	S
48	Irrigation, Sprinkler Equipment	50%	S
49	Lube	35%	S
50	Major Appliances	30%	S
51	No Hub Soil Pipe & Fittings	74%	S
52	Pipe	50%	S
53	Pipe Accessories	60%	S
54	Pipe Hangers, Metal, Framing, Fire Equipment	80%	S
55	Plastic Pipe & Cements	60%	S
56	Plastic Pipe Schedule 40 Fittings	70%	S
57	Plastic Schedule 80 Fittings & Valves	70%	S
58	Plastic Sewer & Drain Pipe	65%	S
59	Plastic Specialties	50%	S
60	Plastic Tubing & Fittings	70%	S
61	Plumbing Brass	50%	S
62	Plumbing Hand Tools	50%	S
63	Power Tools	40%	S
64	Pumps	40%	S
65	Regulators & Backflow Prevention	60%	S
66	Rims, Sinks & Lavatories	45%	S
67	Sewer & Drain Cleaning Equipment	23%	S
68	Sheet Metal Steel Specialties (Domestic Only)	40%	S
69	Solar Energy	30%	S
70	Solder, Flux, Bowl Wax	50%	S

Line No.	Category	Percentage Discount	Indicate Stock or Non-stock (S) or (NS)
71	Specialties, Gaskets, Rubber Goods	60%	S
72	Specialty Products & Repair	45%	S
73	Stainless Sink (Domestic Only)	50%	S
74	Steel Line Pipe	60%	S
75	Steel Pipe	70%	S
76	Thread Bronze, Plastic Slip Joint, Pipe Fittings (Domestic Only)	80%	S
77	Toilet Seats and Accessories	50%	S
78	Tubular Products	50%	S
79	Valves (Domestic Only)	65%	S
80	Water Conditioning & Filtration	40%	S
81	Water Cooler & Dispensers	35%	S
82	Water Heatings & Storage Tanks (Domestic Only)	30%	S
83	Water Works Pipe & Fittings	25%	S
84	Wrapped Pipe, Pipe Insulation Materials	25%	S

B. MISCELLANEOUS ITEM DISCOUNT STRUCTURE: Miscellaneous items not included on list above may be purchased against the Contract. Miscellaneous Item purchases shall not exceed \$5,000.00, per item including tax, except when ordering the same items multiple times. County will obtain price quotes from Contractor for all Miscellaneous Plumbing and Various Supplies purchased. Contractor shall provide the list price and discount price on all invoice(s) for all miscellaneous items.

25 % off List Price

All State Mandated fees will be paid by the County to the Contractor upon submission of invoice.

If the Contractor has a location within Orange County, the contractor must charge Orange County's current tax rate, even if a county employee goes to a location in another county to pick up parts, where the tax rate is different. It is the Contractor's responsibility to generate their invoices from their Orange County location.

The County pays use tax and all Contactors will be required to tax tangible items on the invoices to collect it, a California Use Tax Permit number is necessary for out of state

3. Price Increase/Decreases: No price increases will be permitted during the first period of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will

automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

- 4. Firm Discount and Pricing Structure: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
- 5. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
- 6. Payment Terms Payment in Arrears: Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

- 7. Taxpayer ID Number: The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
- 8. Payment Invoicing Instructions: The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
  - A. Contractor's name and address
  - B. Contractor's remittance address, if different from (A), above
  - C. Name of County agency/department
  - D. Delivery address
  - E. Contract number with EW Job Number
  - F. Purchase Authorization Number from FACOPS
  - G. Ship Date
  - H. Description of items
  - I. Total
  - J. Taxpayer ID number
  - K. Publisher's List price and discount price

Invoices and support documentation are to be forwarded to:

OC Public Works/OC Facilities Operation

Attn: Accounts Payable 1143 East Fruit Street Santa Ana, CA 92701

OC Public Works/Operations and Maintenance Attn: Supervisor-Pump Stations and Dams 2301 N. Glassell Street Orange, CA 92865

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

## AMENDMENT #1 FOR PLUMBING AND VARIOUS SUPPLIES

This AMENDMENT is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County"), Ferguson Enterprises Inc. Dba Air Cold Supply, a Virginia corporation (hereinafter referred to as "Assignor"), and Ferguson Enterprises, LLC Dba Wolseley Industrial Group (hereinafter referred to as "Assignee"), which are sometimes individually referred to as ("Party"), or collectively referred to as ("Parties").

### RECITALS

WHEREAS, County and Assignor entered into Contract MA-080-19011226 for Plumbing and Various Supplies, effective February 11, 2019 through February 10, 2024, in the total aggregate amount of \$3,331,500, (hereinafter referred to as "Contract"); and

WHEREAS, Assignor restructured and formed Assignee effective March 31, 2019 (the "Effective Date"); and

WHEREAS, as a result of its restructuring and formation of Assignee, Assignor assigned all of its rights and obligations under the Contract to Assignee; and

WHEREAS, County is willing to release Assignor from the obligations under the Contract and consents to Assignee assuming such obligations under the Contract; and

WHEREAS, Assignee wishes to continue to provide commodities to COUNTY in accordance with the terms and conditions of the CONTRACT entity; and

WHEREAS, the Parties desire to substitute Assignee in place of Assignor with respect to the Contract in all references; and

NOW, THEREFORE, in consideration of the premises hereto and the mutual covenants and agreements herein set forth, the parties agree as follows:

#### ARTICLES

- 1. The County consents to Assignor's formation of Assignee.
- 2. The County consents to the assignment of the Contract by Assignor to Assignee.
- 3. Assignee hereby accepts such assignment of the Contract as of March 31, 2019, and agrees to assume all of Assignor's duties and obligations in, to and under the Contract from and after March 31, 2019.
- 4. The Parties agree to amend Contract to reflect the assignment and novation of the Contract by Assignor to Assignee in all references; from and after the Effective Date
- 5. Article 24, Notices shall be amended to read in its entirety as follows:

24. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor:

Ferguson Enterprise, LLC

Attn: Ron Luman 2750 S. Towne Ave. Pomona CA, 91766 Phone: 909-517-3085

Email: ron.luman@ferguson.com

Contractor:

Main Office - Ferguson Enterprise, LLC

12500 Jefferson Ave. Newport News VA Phone: 747-874-7795

County's Project Manager:

OC Public Works/Facilities Attn: Dale Vermillion 1143 E. Fruit St. Santa Ana, CA 92701 Phone: 714-667-4963

Email: dale.vermillion@ocpw.ocgov.com

OC Public Works/Operations & Maintenance

Attn: Theodore "Ted" Luckham

2301 N. Glassell St. Orange CA, 92865 Phone: 714-955-0300

Email: Theodore.luckham@ocpw.ocgov.com

cc:

OC Public Works/Procurement Section Attn: Roy Aragon, County DPA

300 North Flower Street, Suite 861

Santa Ana, CA 92703 Phone: 714-667-9747

Email: roy.aragon@ocpw.ocgov.com

- 8. This Amendment constitutes the entire agreement concerning the assignment between the parties and it may not be modified, altered or amended other than in writing executed by the party sought to be charged thereby.
- 6. All other terms and conditions contained in the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first written above.

FERGUSON ENTERPRISE, INC. DBA AIR COLD SUPPLY \* a State of Virginia corporation By **Print** Name 4 Name Title Director Corporate Officer Corporate Officer Date FERGUSON ENTERPRISE, LLC >a State of Virginia limited liability company By Print **Print** Randy Cross **Grosslight** Name Name **Dir of Branch Management** Dir of Business Groups Title Title Corporate Officer Corporate Officer 11/4/19 11/4/19 Date Date COUNTY OF ORANGE, a political subdivision of the State of California By: Print Name:

Title:

Date:

Deputy Purchasing Agent

<sup>\*</sup> If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when

accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation

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### AMENDMENT NO. 2 FOR PLUMBING AND VARIOUS SUPPLIES

This AMENDMENT is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, ("County"), and Ferguson US Holdings, Inc. dba Ferguson Enterprises, LLC, with a place of business at 2750 S. Towne Ave, Pomona, CA 91766 ("Contractor"), and, County and Contractor sometimes individually referred to as ("Party"), or collectively referred to as "Parties".

### RECITALS

WHEREAS, County and Ferguson Enterprises Inc. Dba Air Cold Supply entered into Contract MA-080-19011226 for Plumbing and Various Supplies, effective February 11, 2019 through February 10, 2024, in the total aggregate amount of \$3,331,500, ("Contract"); and

WHEREAS, Assignor restructured and formed Assignee effective March 31, 2019 (the "Effective Date"); and

WHEREAS, as a result of its restructuring and formation of Assignee, Assignor assigned all of its rights and obligations under the Contract to Assignee; and

WHEREAS, County is willing to release Assignor from the obligations under the Contract and consents to Assignee assuming such obligations under the Contract; and

WHEREAS, Assignee wishes to continue to provide commodities to COUNTY in accordance with the terms and conditions of the CONTRACT entity; and

WHEREAS, the Parties substituted Assignee in place of Assignor with respect to the Contract in all references; and

WHEREAS, the Parties desire to replace vendor name references in the Contract.

NOW, THEREFORE, the Parties agree as follows:

#### ARTICLES

- 1. The Contract, including Attachments, is amended to replace all references to "Ferguson Enterprises, LLC dba Wolseley Investments Inc." with the vendor name "Ferguson US Holdings, Inc. dba Ferguson Enterprises, LLC"
- 2. All other terms and conditions contained in the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first written above.

FERGUSON US HOLDINGS, INC. DBA FERGUSON ENTERPRISES, LLC \* a State of Virginia corporation

Print
Name Road Sross

Title Director - operations
Corporate Officer

Date 5/18/21

Print Name San Grassleght

Title Drator of Soles
Corporate Officer

Date 5/18/2/

COUNTY OF ORANGE, a political subdivision of the State of California

Ву:

Print Name: Vicholes Murray

Title: Deputy Purchasing Agent

Date: 05/16/2021

<sup>\*</sup> If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation

The undersigned Assistant Secretary of Ferguson Enterprises, LLC, a Virginia limited liability company (the "Company"), hereby certifies that: I) certain of the Company's facilities in California are doing business as Ferguson Enterprises, LLC, and ii) Randy Cross is Director of Branch Management in California, and iii) that the resolutions adopted by the Company's Board of Directors effective July 31, 2019, duly authorize certain of the Company's officers, including the Assistant Secretary, to designate, and I hereby do so designate Randy Cross as an authorized representative of the Company to act for and on behalf of the Company to prepare and submit bids and proposals to the Company's customers, to enter into contracts, agreements or other documents, and to execute such documents and undertake all such acts as may be deemed in the best interest of the Company, including the execution of bonds and in doing so, to contractually bind the Company. Unless withdrawn sooner, this certification of authorization shall be effective until July

31, 2021.	WENTERO	
Dated: 8/20/20	2 DO COMPANIA	FERGUSON ENTERPRISES, LLC
	5	- Illul
	SEAL	By: Wesley E. Rice, Assistant Secretary
Commonwealth of	Virginia )	
City of Newport N	ews )	

Sworn to subscribed and acknowledged before me this 20 day of August, 2020, by Wesley B. Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia Company, on behalf of such Company

My commission expires: July 31, 2022

The undersigned Assistant Secretary of Ferguson Enterprises, LLC, a Virginia limited liability company (the "Company"), hereby certifies that: i) certain of the Company's facilities in California are doing business as Ferguson Enterprises, LLC, and ii) Gary Grosslight is Director of Residential Trade and Counters in California, and iii) that the resolutions adopted by the Company's Board of Directors effective July 31, 2019, duly authorize certain of the Company's officers, including the Assistant Secretary, to designate, and I hereby do so designate Gary Grosslight as an authorized representative of the Company to act for and on behalf of the Company to prepare and submit bids and proposals to the Company's customers, to enter into contracts, agreements or other documents, and to execute such documents and undertake all such acts as may be deemed in the best interest of the Company, including the execution of bonds and in doing so, to contractually bind the Company. Unless withdrawn sooner, this certification of authorization shall be effective until July 31, 2021.

Dated: Planta Series ENTER By Wesley E. Rice, Assistant Secretary

Commonwealth of Virginia Comm

Swom to subscribed and acknowledged before me this day of August, 2020, by Wesley E. Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia Company, on behalf of such Company

My commission expires: July 31, 2022

## EXHIBIT "B"



12500 Jefferson Ave Newport News, VA 23602 757-874-7795

www.ferguson.com

June 25, 2021

City of Long Beach

Attn: Elisa Landeros

411 W. Ocean Blvd, 6th Floor

Long Beach, CA 90802

RE: Piggybacking Authorization Letter

Elisa,

Ferguson Enterprises authorizes the City of Long Beach to piggyback the Orange County Public Works Contract MA-080-19011226 dated February 11, 2019. Please consider this letter as Ferguson's agreement to match the Terms and Conditions and the Pricing of the above listed agreement for use by the City of Long Beach.

Let us know if you have any questions.

Sincerely,

Ron Luman

Public Sector Business Development Manager

Ferguson Enterprises, LLC

C: 951.232.3243

E: Ron.Luman@Ferguson.com

CC: Dan Poppen; Director

Nobody expects more from us than we do®

The undersigned Assistant Secretary of Ferguson Enterprises, LLC, a Virginia limited liability company (the "Company"), hereby certifies that: i) certain of the Company's facilities in California are doing business as Ferguson Enterprises, LLC, and ii) Randy Cross is Director of Branch Management in California, and iii) that the resolutions adopted by the Company's Board of Directors effective July 31, 2020, duly authorize certain of the Company's officers, including the Assistant Secretary, to designate, and I hereby do so designate Randy Cross as an authorized representative of the Company to act for and on behalf of the Company to prepare and submit bids and proposals to the Company's customers, to enter into contracts, agreements or other documents, and to execute such documents and undertake all such acts as may be deemed in the best interest of the Company, including the execution of bonds and in doing so, to contractually bind the Company. Unless withdrawn sooner, this certification of authorization shall be effective until July 31, 2022.

Dated: 4/16/2021 FERGUSON ENTERPRISES, LLC

By: Wesley E. Rice, Assistant Secretary

Commonwealth of Virginia

Sworn to subscribed and acknowledged before me this day of June, 2021, by Wesley E. Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia Company, on behalf of such Company.

My commission expires: July 31, 2022

City of Newport News

The undersigned Assistant Secretary of Ferguson Enterprises, LLC, a Virginia limited liability company (the "Company"), hereby certifies that: i) certain of the Company's facilities in California are doing business as Ferguson Enterprises, LLC, and ii) Dan Poppen is Director of Business Groups, and iii) that the resolutions adopted by the Company's Board of Directors effective July 31, 2020, duly authorize certain of the Company's officers, including the Assistant Secretary, to designate, and I hereby do so designate Dan Poppen as an authorized representative of the Company to act for and on behalf of the Company to prepare and submit bids and proposals to the Company's customers, to enter into contracts, agreements or other documents, and to execute such documents and undertake all such acts as may be deemed in the best interest of the Company, including the execution of bonds and in doing so, to contractually bind the Company. Unless withdrawn sooner, this certification of authorization shall be effective until January 31,

Dated: 17 20 2 5 COMPAND FERGUSON ENTERPRISES, LLC

By: Wesley E. Rice, Assistant Secretary

Commonwealth of Virginia

City of Newport News

Sworn to subscribed and acknowledged before me this 1 day of January, 2021, by Wesley E. Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia Company, on behalf of such Company.

My commission expires: July 31, 2022