



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Mary A. Dempsey  
Interim Chief Procurement Officer

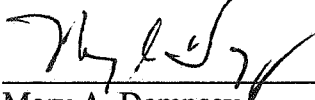
City Hall, Room 403  
121 North LaSalle Street  
Chicago, Illinois 60602  
(312) 744-4900  
(312) 744-2949 (TTY)  
<http://www.cityofchicago.org>

## MEMORANDUM

Date: May 25, 2005

To: Richard A. Rice, Commissioner  
Department of Water Management

Attn: Julie Hernandez

From:   
Mary A. Dempsey  
Interim Chief Procurement Officer

Re: Emergency Purchase Order Authorization

Pursuant to Section 2-92-644 of the Municipal Purchasing Act, I am authorizing you to make an Emergency purchase from Clow Water Systems. Based upon information received from members of your staff, I have determined that this procurement is necessary to meet bona fide operating emergencies.

You are hereby authorized to purchase Ductile Iron Pipe in the amount of \$249,613.00 as requested in your letter of May 23, 2005. Any amount in excess of the \$249,613.00 approved here shall be subject to additional authorization and shall be limited so as not to exceed the \$250,000 limit established by statute.

cc: S. Geocaris  
B. Humphrey





City of Chicago  
Richard M. Daley, Mayor  
Department of Water Management

Richard A. Rice  
Commissioner

Bureau of Administrative Support

Julie Hernandez-Tomlin  
Deputy Commissioner

DePaul Center, Suite 410  
333 South State Street  
Chicago, Illinois 60604  
(312) 747-7089  
(312) 747-7889 (FAX)

[www.cityofchicago.org/  
watermanagement](http://www.cityofchicago.org/watermanagement)

## MEMORANDUM

TO: Mary Dempsey  
Interim Chief Procurement Officer  
Department of Procurement Services

FROM: Richard A. Rice *JAT*  
Richard A. Rice  
Commissioner  
Department of Water Management

DATE: May 23, 2005

RE: Request for Emergency Authorization (REQ 21105)

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The Department of Water Management requires ductile iron pipe. These goods are necessary for our water main construction. Accordingly, the Department of Water Management is requesting emergency authorization for this purchase in the amount of \$249,613.

Attached please find three price quotations. We are recommending the lowest bidder, Clow Water Systems Corporation, who quoted us \$14.77/linear foot.

This is an emergency request because we have requested that the current contract with Production Dynamics (T24204) be terminated (see attached previous correspondence). Production Dynamics has requested a price increase that is not in accordance with the contract language, therefore refusing delivery on any orders. We have just received your authorization to terminate the contract effective May 1, 2005. A requisition has been entered to start the process for a new contract.

I certify that this emergency poses a clear and imminent danger, requiring immediate procurement of services, supplies or equipment to prevent or mitigate the loss or impairment of life, health, property, or essential public services and would not have been avoided by due care and diligence.

Thank you for your assistance. If you have any questions, please call Deputy Commissioner, Julie Hernandez-Tomlin at 747-7089.



**CITY OF CHICAGO  
 PURCHASE REQUISITION**

**Copy (Department)**

<b>DELIVER TO:</b>  C09 VARIOUS NEW CONSTRUCTION SITES CHICAGO, ILLINOIS Chicago, IL	<b>REQUISITION:</b> 21105  <b>PAGE:</b> 1 <b>DEPARTMENT:</b> 88 - DEPARTMENT OF WATER MANAGEMEN <b>PREPARER:</b> Mildred Duran <b>NEEDED:</b> <b>APPROVED:</b> 5/24/2005
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**REQUISITION DESCRIPTION**  
 EMERGENCY PURCHASE FOR DUCTILE IRON PIPE.  
 SPECIFICATION NUMBER: 36533

**COMMODITY INFORMATION**

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST						
1	6702711215 PIPE, WATER - PUSH-ON JOINT, 8 INCH - CLASS 56	16,900.00	Foot	14.77	249,613.00						
<b>SUGGESTED VENDOR:</b>		<b>REQUESTED BY:</b> Anthony J Matrangali									
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	004	0211	0882025	0550	220550	W706	00000000	000000	00000	0000	249,613.00
<b>LINE TOTAL:</b>											<b>249,613.00</b>

**REQUISITION TOTAL: 249,613.00**

# CPAC PROJECT CHECKLIST

For CPAC Team Use Only

Date Received \_\_\_\_\_

Date Returned \_\_\_\_\_

Date Accepted \_\_\_\_\_

**IMPORTANT:** PLEASE READ AND FOLLOW THE INSTRUCTIONS FOR COMPLETING THE PROJECT CHECKLIST AND CONTACT THE APPROPRIATE TEAM LEADER IF YOU HAVE ANY FURTHER QUESTIONS. ALL INFORMATION SHOULD BE COMPLETED INCLUDING THE SUPPLEMENTAL CHECKLIST REQUIRED BY THE SPECIFIC CPAC TEAM. ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR HANDLING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602.

**PROJECT**  
 Date: 5-16-05  
 ID No. (Spec, RX, Project): 21105  
 Department: Water Management  
 Bureau: Water Distribution  
 Contract No. (if known): \_\_\_\_\_  
 Project Title/Description: REQUESTING EMERGENCY ORDER FOR duplicate IRON PIPE

Contact Person: Mildred Pappan  
 Tel: 7-1689 Fax: 2-7078 E-mail: M.Pappan@CityofChicago.org  
 Project Manager: Tom Chabour  
 Tel: 4-5363 Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 Estimated Value \$ 249,613.00

**SCOPE STATEMENT**  
 The Vendor that we are requesting is United States Pipe & Foundry Company. The material is used for construction site. The location is needed at 2025 S. MacKellwell.  
 Attached is a detailed scope of services and/or specification

**IMPORTANT:** THIS IS A CRITICAL PORTION OF YOUR SUBMITTAL. IN ORDER FOR A TEAM TO ACCEPT YOUR SUBMITTAL YOU MUST COMPLETE ALL TEAM SPECIFIC SCOPE REQUIREMENTS AS SET FORTH IN THE SUPPLEMENTAL CHECKLIST FOR THAT TEAM.

The following is a general description of what would be included in a Scope of Services or Specification:  
 A clear description of all anticipated services and products, including: time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute..

**TYPE OF PROCUREMENT REQUESTED** (check all that apply)

Competitive Bid     RFQ/RFP/RFS/RFI     Sole Source\*\*     Term Agreement     One Shot  
 Mod/Amendment     Time Extension     Additional Funding     Small Order     S/O Emergency

**FORMS**

F-25\* (add line item)     F-10\* (special approvals)     SSRB\*\* (sole source approval)  
 F-26\* (new term agreement)     RX (one-shot requisition)     OBM Authorization  
 F-27\* (time extension)     APRF (all purpose request form)

\* Additional F-forms may be required-refer to attached list    \*\* Sole source requests must include vendor quotes/proposal and MBE/WBE compliance requirements

**FUNDING**

City:  Corporate     Bond     Enterprise     Grant\*     Other \_\_\_\_\_  
 State:  IDOT/Transit     IDOT/Highway     Grant\*     Other \_\_\_\_\_  
 Federal:  FHWA     FTA     FAA     Grant\*     Other \_\_\_\_\_

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	OBJT	PROJECT	RPTG	DOLLAR AMOUNT
01	04	211	88	2025	0530	WTR		05610040		249,613.00

Total: \$ 249,613.00

\* Attach copy of any applicable grant agreement terms and conditions

**TIME FRAME**  
 Date Needed: ASAP  
 Requested SMALL PURCHASE ORDER  
 Contract Term (y/m/d): FOR duplicate IRON PIPE

**PRE BID/SUBMITTAL REQUIREMENTS**  
 Requesting Pre Bid/Submittal Conference?  Yes  No    Requesting Conference be Mandatory?  Yes  No  
 Requesting Site Visit?  Yes  No    Requesting Site Visit be Mandatory?  Yes  No

# DETAILED SPECIFICATIONS

## SCOPE

The Contractor shall furnish and deliver F.O.B.; City of Chicago, Department of Water, Ductile Iron Water Pipe, all in accordance with the General and Special Conditions and as specified herein these Detailed Specifications.

## DESIGN

All pipe shall be made in accordance with A.N.S.I./A.W.W.A. C151/A21.51-91 with the following exceptions, deletions or additions.

### SECTION 51-4

Sub-section 51-4.1 Mechanical Joint, make the following additions:

All Mechanical Joint pipe shall be provided with mechanical joint accessories. The mechanical joint accessories shall consist of Megalug M.J. restraints, rubber gaskets, tee head bolts and hex nuts, all conforming to ANSI/AWWA C111/A21.11-90.

The Megalugs shall be all ductile iron made of grade 60-42-10 conforming to ASTM A536-84, restraining wedge shall be manufactured to a minimum hardness of 370 BHN. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee head bolts conforming to ANSI/AWWA C111/A21.11 and ANSI/AWWA C153.A21.53 of latest revision. Torque limiting twist off nuts shall be utilized to insure proper actuating of the restraining wedge.

Megalugs shall be as manufactured by EBBA Iron or approved equal.

Joints assembled with this gland shall be capable of withstanding 250 PSI working pressures in sizes 16 " and smaller and 150 PSI for 24".

Gaskets shall be of plain rubber and conform to A.W.W.A. C111-90 Section 11-8.4. All surfaces of gaskets shall be smooth except for specified marking and free from imperfections and gaskets shall be free from any porosity. Gaskets supplied shall exceed 2%, the quantity normally furnished for the footage of pipe specified in the Proposal Pages. Gaskets supplied shall exceed by 2% the quantity normal furnished for the footage of pipe specified in the Proposal Pages.

Tee head bolts and hexagonal nuts shall conform to A.W.W.A. C111-90 Section 11-8.5 and shall be made of high-strength, low-alloy steel.

Each shipment of pipe shall be accompanied with the accessories necessary for the number of lengths of pipe in the shipment.

Sub-section 51-4.1 Push-on Joint, make the following additions.

Bell shall be so designed to afford a water tight joint without additional jointing material and capable of withstanding pressures, without leakage, exceeding those that will rupture pipe of this class and thickness.

## DETAILED SPECIFICATIONS

### EXCEPTIONS

Any deviations from these specifications must be noted on the Proposal Page or Pages attached thereto, with the exact nature of the change outlined in sufficient detail. The reason for which deviations were made should also follow if not self-explanatory. Failure of a bidder to comply with the terms of this paragraph may be cause for rejection.

The City reserves the right to disqualify bids which do not completely meet outlined specifications. The impact of exceptions to the specification will be evaluated by the City in determining its need.

**SEWER BUILDERS SUPPLIES, INC.**

Sewer+Water+Masonry Materials  
 9001 S. GREEN STREET  
 CHICAGO, IL 60620-2697

Phone: (773) 873-1560 - Fax: (773) 873-9767

# Quote

Customer No.: CHGOWATER  
 Quote No.: 8877

Quote To: **CITY OF CHICAGO - WATER**  
 DEP -ATTN MIKE SCIANNA  
 2352 S. ASHLAND  
 CHICAGO, IL 60608

Ship To: **CITY OF CHICAGO - WATER**  
 DEPARTMENT

Fax No.:

Date		Ship Via		F.O.B.		Terms	
05/20/05		DIRECT SHIPMENT		Destination		Net 30	
Purchase Order Number			Sales Person			Required	
			BOB			05/20/05	
Quantity		Item Number	Description	Unit Price	Amount		
Required	Shipped					B.O.	

14000

GRI-P56-08

NOTE: QUOTE BASED ON  
 MINIMUM ORDER OF 5000 FT.  
 ALL PIPE WILL BE DIRECT  
 SHIPPED ON COMMON CARRIER  
 TRUCKS - BUYER TO UNLOAD.  
 8" X 20.08' DI CL-56 "PUSH"  
 TYTON JOINT PIPE - PRICE  
 PER FT. IN FULL LENGTHS  
 QUOTATION IS BASED ON FULL  
 PAYMENT WITHIN 60 DAYS OF  
 DELIVERY DATE. IF PAYMENT  
 IS NOT RECEIVED AT SEWER  
 BUILDERS SUPPLIES, INC.  
 OFFICE WITHIN 60 DAYS THERE  
 WILL BE A FINANCE CHARGE OF  
 1-1/2% PER MONTH ADDED  
 STARTING FROM 30 DAYS AFTER  
 DELIVERY DATE (18% ANNUAL  
 RATE). ALL SEWER BUILDERS  
 SUPPLIES, INC. NORMAL TERMS  
 AND CONDITIONS APPLY TO THIS  
 QUOTATION AND ANY ORDER OR  
 SALE OF THIS MATERIAL. NO  
 OTHER TERMS OR CONDITIONS  
 WILL APPLY UNLESS AGREED TO  
 IN WRITING BY AN OFFICER OF  
 SEWER BUILDERS SUPPLIES, INC  
 IF PAYMENT ON FIRST DELIVERY  
 OF PIPE IS NOT MADE WITHIN  
 60 DAYS AS AGREED THEN ANY  
 FUTURE ORDER OR DELIVERY IS

17.75

248500.00

Prices subject to change 30 days after Quote date. Job Quotations are based on presently known, incomplete information and is not a Lump Sum Job Estimate or an Offer to Sell. Orders are subject to our normal Terms & Conditions of Sale and credit approval. Averaged unit prices per line item may be used for estimating purposes. Actual unit prices of items purchased will apply. Quotes are based on shipments of quantities quoted in full truckload lots. Changes or Partial orders may affect final item prices. Buyer must verify that material quoted meets all job and governmental specifications before placing order. Thank you!

**SEWER BUILDERS SUPPLIES, INC.**

Sewer+Water+Masonry Materials  
 9001 S. GREEN STREET  
 CHICAGO, IL 60620-2897

Phone: (773) 873-1560 - Fax: (773) 873-9767

# Quote

Customer No.: CHGOWATER  
 Quote No.: 8877

Quote To: CITY OF CHICAGO - WATER  
 DEP.-ATTN MIKE SCIANNA  
 2352 S. ASHLAND  
 CHICAGO, IL 60608

Ship To: CITY OF CHICAGO - WATER  
 DEPARTMENT

Fax No.:

Date		Ship Via		F.O.B.		Terms	
05/20/05		DIRECT SHIPMENT		Destination		Net 30	
Purchase Order Number			Sales Person			Required	
			BOB			05/20/05	
Quantity		Item Number	Description	Unit Price	Amount		
Required	Shipped					B.O.	

**SUBJECT TO CANCELLATION DUE  
 NON CONFORMANCE WITH  
 PAYMENT  
 TERMS.**

Quote subtotal **248500.00**  
 Quote total **248500.00**

Prices subject to change 30 days after Quote date. Job Quotations are based on presently known, incomplete information and is not a Lump Sum Job Estimate or an Offer to Sell. Orders are subject to our normal Terms & Conditions of Sale and credit approval. Averaged unit prices per line item may be used for estimating purposes. Actual unit prices of items purchased will apply. Quotes are based on shipments of quantities quoted in full truckload lots. Changes or partial orders may effect final item prices. Buyer must verify that material quoted meets all job and governmental specifications before placing order. Thank you!

9





CLOW WATER SYSTEMS CORPORATION

799 Roosevelt Rd.  
Building 6, Suite 015  
Glen Ellyn, Illinois 60137  
630 545-9900  
FAX 630 545-9905

To: Julie Hernandez – Department of Water Management  
City of Chicago  
From: Dan Flaig – Clow Water Systems  
Re: Quote for 8" CL 56 Chicago Pipe – Emergency purchase

14,000 Ft. 8" CL 56 Tyton Joint D.I.P. \$ 14.77 Ft.  
Chicago spec. DbL C/L  
w/ Bronze Wedges included


Pipe is currently in stock in Coshocton, Ohio.

Deliver to: City of Chicago – Central Yard  
1424 W. Pershing Rd.

**CLOW**

**DANIEL J. FLAIG**  
DISTRICT SALES MANAGER

ISO 9002  
Certified



FM 41239

**CLOW WATER SYSTEMS COMPANY**  
799 ROOSEVELT ROAD  
BUILDING 6, SUITE 015  
GLEN ELLYN, IL 60137

PHONE (630) 545-9900  
FAX (630) 545-9905

MORE  
THAN  
JUST  
PIPE.



# U.S. Pipe & Foundry Co., Inc.

1000 Essington Rd. Joliet, IL 60435  
PHONE: 630-721-0073 FAX: 815-609-3789

Date: 5/20/2005  
Project:

ATTN→

Quote #                      Revision #                      Bid Date:                      Addendums:  
Engineer:  
Terms: U.S. Pipe's Standard Terms and Conditions at [www.uspipe.com/sales\\_terms.asp](http://www.uspipe.com/sales_terms.asp). Net 30 Days - 1.5% surcharge per month after.  
Prices are FOB                      defined as                      for FULL TRUCKLOAD quantities only. (40,000#)  
Prices good for 30 days. Shipment available                      weeks ARO.

### Price Escalation Clause:

Due to the continued volatility of raw materials, energy and transportation costs the pricing represented on this quotation cannot be held firm for a period of more than 3 months from the date of quotation. Material must be ordered and shipped within 3 months of the date of the quotation or be subject to a 4% price escalation. Pipe shipped after 6 months from the date of quotation will be subject to prices in effect at the time of the release for shipment.

We are pleased to offer you our proposal for furnishing the ductile iron pipe and fittings listed herein:

All pipe and fittings are quoted with our standard cement mortar lining and seal coated on the inside and outside with our standard asphaltic coating unless otherwise noted. This is our understanding of the requirements as indicated in the project plans & specifications. We believe the material included does reasonably cover the requirements. ~~However, you should carefully check this list, as it is not in any way guaranteed.~~ This quotation contains special material not subject to return or cancellation. It is the responsibility of the ordering party to verify quantities, sizes, and descriptions prior to order placement. The responsibility lies with the ordering party to determine the suitability of the material being quoted for the intended use. We appreciate the opportunity of submitting this proposal and hope that we may have the pleasure of furnishing your ductile iron pressure pipe and fitting requirements on this project. If we can be of further assistance, please do not hesitate to call.

Sincerely,

Walt Curtis

### SPECIFICATIONS AND QUOTATION INFORMATION:

- NOTE: Some components and other materials including but not limited to flanges, gaskets, and fittings, may be globally sourced and NOT of domestic manufacture. We supply third-party manufactured items to augment our product line and production capacity to meet customer's needs.
- NOTE: All Fabricated Products are subject to U.S. Pipe Engineering Review and approval prior to production.
- NOTE: All WELDED OUTLET and BOSSES must have adequate support pier designed and/or approved by the project engineer. The pier must be provided to prevent loads and moments being applied during installation and/or operation.
- NOTE: All MJ fittings and MJ valves are quoted W/O Accessories. If acc. are required, they will be itemized or furnished by others.
- NOTE: All prices included on this quotation are based on ALL items and specs of items included in this quotation to be purchased from U.S. PIPE. If any items are to be furnished by others, or specifications of items are to be changed, ALL prices for ALL items are subject to change.
- NOTE: FBE (Fusion Bonded Epoxy) Coated Fittings may be quoted and/or furnished on this project. These fittings meet all the requirements of AWWA C153 specification.
- NOTE: All Lead Times are based on the manufacturing schedule at the time of this quotation. Manufacturing Lead Times at the time of order may change.
- NOTE: We can furnish products from your bill of material or we can furnish a dimensioned bill of material complete with LAYOUT DRAWINGS of our products from the Engineer's plans and specifications for your approval. Please inquire and we will quote you the price for LAYOUT DRAWINGS.
- NOTE: All FLANGED joint prices do NOT include FLG accessories unless noted separately. We have included our U.S. Pipe FLANGE-TYTE gasket price list with this quotation as a separate offer.
- NOTE: If special gaskets are required for any bell joint pipe and/or fittings, they may be quoted at additional cost.
- NOTE: Unless otherwise stated, we have NOT quoted restraint connections for materials quoted by others or not manufactured by U.S. Pipe. Please check the quotation carefully to insure you have the restraint you require. We may quote additional restraint upon request.

Date: 5/20/2005

ATTN→

Project:

Quote #

Revision #

Bid Date:

Addendums:

ITEM	QUAN.	DESCRIPTION	WEIGHT #	PRICE	TOTAL
1	14,000 FT	8" TYTON® DIP CL56 18' NOM ACL/AC	540,400	\$17.73 FT	\$248,220.00
		All pipe currently in stock. Normal lead time 2-4 weeks.			

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U.S. PIPE

# sewer builders' supplies, inc.

201 E. GRAN ST. CHICAGO, ILLINOIS 60620

MANUFACTURER AND WHOLESALE DISTRIBUTOR

SEWER & MANHOLE MATERIALS -- PRECAST CONCRETE PRODUCTS

## Facsimile Transmission Form

DATE: 5/20/05

TO: (NAME) Julle Hernandez

FAX NO. 312-747-7076

TO: COMPANY / ORGANIZATION: Water Management

SENDER: Bob Skopek

FOR: (NAME) R's Water Main

SENDING: FAX NUMBER: 773-873-9767

TELEPHONE NUMBER: 773-873-1580

TOTAL NUMBER OF PAGES TRANSMITTED: 4

(INCLUDING THIS PAGE)

- PURCHASE ORDER (NO)
- INQUIRY REQUEST OR RELEASE
- ORDER OF SALE
- INQUIRY FORM/REQUEST

- PURCHASE ORDER (NO)
- INQUIRY REQUEST OR RELEASE
- ORDER OF SALE
- INQUIRY FORM/REQUEST

REPLY BY:  FAX  TELEPHONE  MAIL  NO REPLY  IN PERSON

IMMEDIATE REPLY REQUESTED

IF THERE IS ANY PROBLEM WITH THIS TRANSMISSION PLEASE CALL SENDER.


**TERMS & CONDITIONS**

**TERMS:** Upon approved credit, payment is due no later than 30 days from invoice date. **NO CASH DISCOUNT ALLOWED.** **FINANCE CHARGE** of 1 1/2% per month (18% ANNUAL RATE) will be added to all past due balances. All prices are F.O.B. point of shipment unless otherwise stated. **NO RETAINAGE ALLOWED.** BUYER agrees to pay all costs of collection including but not limited to reasonable attorney's fees and court costs, should the indebtedness be turned over to outside sources for collection.

**CLAIMS:** CLAIMS FOR BREAKAGE, SHORTAGE OR NON-CONFORMITY TO SPECIFICATIONS WILL NOT BE ALLOWED UNLESS NOTED AT TIME OF DELIVERY on trucker's shipping ticket or breakage ticket. Broken or rejected products must be returned on the same truck that delivered them. No credit for breakage or shortage will be allowed after driver leaves delivery address. **BUYER ASSUMES RESPONSIBILITY FOR INSPECTION OF MATERIAL AT TIME OF DELIVERY.**

**PRICES & QUOTATIONS:** PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. Quotations automatically expire 30 days after issue date. Unit prices of actual material delivered always apply. We do not issue lump-sum quotations for any project. It is Buyer's responsibility to review, check & verify all items and quantities in any quotation. Invoice prices will be net, reflecting any applicable discount. Prices in effect at the time of shipment will apply. All catalogs, price lists or other literature describing our products shall NOT be construed as offers to sell same. All orders are subject to acceptance by an officer of SELLER.

**TAXES:** All sales or other taxes and excises of any nature whatsoever imposed by any governmental authority shall be paid and borne by BUYER.

**RETURNS:** Prior written permission must be obtained before any material is returned. **SPECIAL ORDERS, NON-STOCK ITEMS, POWDERED MATERIALS (IE: CEMENTS, MORTAR COLORS, ETC.) AND BAG MATERIALS ARE NOT RETURNABLE UNDER ANY CIRCUMSTANCES.** All returned merchandise must be in new, original, and re-storable condition. All returns are subject to return freight charges plus a 15% **HANDLING CHARGE** to cover re-stocking and original delivery costs, plus any applicable freight charges for returning items to Manufacturer and/or additional Manufacturer's re-stocking charges.

**DELIVERY:** All prices are NET, F.O.B. shipping point. Seller will make every effort to complete shipment as required by BUYER but assumes no liability for loss or damage due to delay or inability to ship or for any other cause including those causes in control of the SELLER. SELLER assumes no liability for any damages of any kind, including damages to the products being delivered, when BUYER requests delivery inside the curb or off of streets or highways. What shall be considered passable shall be in the sole judgement of the driver of the delivery truck.

**WARRANTY:** ALL GOODS SOLD BY SELLER ARE WARRANTED TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP, BUT ONLY TO THE EXTENT, IN THE MANNER AND DURING THE PERIOD PROVIDED IN THE APPLICABLE EXPRESS WARRANTY EXTENDED TO SELLER BY THE MANUFACTURER OF SUCH GOODS, AND TO THE EXTENT SELLER IS ABLE TO ASSIGN TO BUYER SUCH MANUFACTURER'S WARRANTY. Seller shall provide a copy of the express warranty extended by the manufacturer of any item purchased hereunder upon written request. **THE FORGOING WARRANTY IS IN LIEU OF AND EXCLUDES ANY OTHER WARRANTY NOT EXPRESSLY SET FORTH HEREIN. SELLER EXPRESSLY EXCLUDES ALL WARRANTIES, GUARANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER'S SOLE AND ONLY LIABILITY FOR DEFECTS OR FOR ANY OTHER CAUSE IS LIMITED TO REFUNDING PURCHASE PRICE OF PRODUCT F.O.B. SHIPPING POINT. SELLER GIVES NO OTHER WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. SELLER EXPRESSLY DENIES ANY LIABILITY FOR LABOR, INSTALLATION OR REMOVAL OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL COSTS OR DAMAGES.** BUYER agrees to follow all applicable A.S.T.M. Specifications, code requirements and manufacturer's recommendations in the installation of any product.

**CONTROLLING PROVISIONS:** Notwithstanding any address or different terms provided in BUYER'S Purchase Order or any other documents supplied by BUYER, this sale is expressly controlled by the Terms and Conditions herein. No other agreements or understanding, oral or written, shall be binding on SELLER unless set forth in writing and signed by an authorized corporate officer of SELLER. Waiver of any breach of the contract shall not be construed as a waiver of any other breach.

**ORDER ACCEPTANCE:** All orders are subject to acceptance by SEWER BLDGS SUPPLIES, INC. at its offices. All quotations, sales orders, invoices and accounts are subject to the terms of sale stated herein.

**WE RESERVE THE RIGHT TO MEET ALL COMPETITIVE BIDS!**