



Yard Loading Hours:

Monday thru Friday
7:00 am to 11:00 am
11:30 am to 1:30 pm

THIRD PARTY MATERIAL SALES AGREEMENT

DATE: 4.10.2024

Sales Agreement No: 04102024LK

This Sales Agreement ("Agreement") by and between Arizona Public Service Company ("APS"), acting on its own behalf and for the benefit of Pinnacle West Capital Corporation ("PNW"), having its principal place of business at 400 North 5th Street, Phoenix, AZ 85004, and [Buyer Legal Name] ("Buyer"), having its principal place of business at [Buyer Address], is effective [02.26.2024] (the "Effective Date").

1. RECITALS.

- 1.1. APS agrees to sell, transfer, and assign to Buyer all right, title and interest in and to the material listed in Attachment A ("Material"), under the terms and conditions set forth in this Agreement.
- 1.2. All sale, transfer and assignment is made without warranty, representation and recourse, other than warranty of title.
- 1.3. All Material is sold by APS "as is, where is" and the Buyer accepts all risks in connection with the ownership and use of the Material.

2. PAYMENT. Unless otherwise agreed to in writing by both parties, Buyer will pay APS the entire amount due for Material as outlined in Attachment A ("Total Purchase Price") on or prior to the date Buyer removes the Material from APS's premises. If Buyer fails to pay the Total Purchase Price for the Material in accordance with the foregoing, APS may, at its option, cancel this Agreement without notice and without liability to APS and APS will be entitled to retain all Material and may, at its sole discretion, retain any and all payments received from Buyer for the Material.

3. TAXES. Buyer will pay any applicable taxes for the Material unless Buyer is purchasing the Material for resale and furnishes APS with documentary evidence of exemption.

4. REMOVAL OF THE MATERIAL.

- 4.1. Buyer will remove all Material within thirty (30) calendar days after the Effective Date of this Agreement unless otherwise agreed upon in writing by both parties. Buyer will remove all the Material from APS's premises in a timely manner at a date and time mutually agreed to in writing by APS and Buyer, provided, however, that Buyer will not be entitled to remove any of the Material until APS has received payment in full for all Material.
- 4.2. Unless otherwise agreed to in writing by both parties, Buyer is solely responsible for, and will bear all costs and expenses associated with, the removal, loading and transportation costs of the Material and all debris caused by such removal from APS's premises.
- 4.3. If Buyer does not remove all of the Property from APS's premises within 30 days of the Effective Date of this Agreement, or as otherwise agreed to by both parties in writing, APS may, at its sole discretion, either:
 - (i) extend the time period for Buyer's removal of the Material by such number of additional days as APS deems reasonable, in which case APS may charge Buyer storage and/or administrative fees in such amounts as APS deems reasonable and Buyer will pay such storage and/or administrative fees before it will be permitted to remove any of the remaining Material from APS's Premises; or
 - (ii) consider the remaining Material to have been abandoned by Buyer, in which case Buyer will lose all right, title and interest in such remaining Material, title to such remaining Material will revert to APS, and APS may, at its sole discretion, retain any and all payments received from Buyer for the Material.

5. DELAY IN REMOVAL OF MATERIAL.

- 5.1. APS may delay removal of the Material from APS's premises for a reasonable time as deemed by APS for either business purposes or situations out of APS's control, including but not limited to: flood, fire, lighting, windstorm,

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weather, epidemic, pandemic, quarantine restriction, war, sabotage, act of a public enemy, terrorism, earthquake, insurrection, riot, civil disturbance, labor strike, transportation, materials or equipment shortages or interruptions, restraint by a court order or public authority, or action or non-action by a governmental body, or any condition deemed unsafe by APS. In no event will APS be liable for any loss, damage, or other consequence of any failure or delay in fulfilling any or all of APS's obligations hereunder to the extent such failure or delay is beyond APS's reasonable control.

- 5.2. If APS delays removal of the Material more than thirty (30) business days after the Effective Date of this Agreement, Buyer may terminate this Agreement and APS will refund the money Buyer paid to APS, provided that Buyer immediately submits written notice of termination to APS. This Section 5.2 is Buyer's sole remedy in the event APS delays Buyer's removal of the Material. Buyer hereby waives all other remedies otherwise available to it for APS' failure or delay.
6. **ENVIRONMENTAL HAZARDS.** Buyer will not release or discharge any substance or waste (including petroleum and petroleum products) which is designated, classified or regulated as toxic, hazardous or a pollutant or which becomes so designated, classified or regulated under any local, state or federal statute, regulations, law or ordinance ("Hazardous Substances") onto, into, or otherwise pollute any soils, surface water, groundwater, or ambient air in violation of the laws, rules, and regulations of the governmental entities having jurisdiction. Buyer will not take any action or fail to take any action which would result in the spread, migration or exacerbation of any existing Hazardous Substances. If such release, discharge, spread, migration or exacerbation occurs, Buyer will immediately notify APS and upon approval from APS, Buyer will abate, remove, or remediate such release, discharge, spread, migration or exacerbation as required by law including, but not limited to, decontamination, removal, and disposal of the Hazardous Substances and any contaminated soil, replacement of contaminated soil with clean soil, and repair damage, all at Buyer's sole expense.
7. **TITLE AND RISK OF LOSS.** Title to the Material will pass to Buyer upon full payment to APS, or when Buyer or Buyer's representative disassembling and/or loading of the Material onto Buyer carrier ("Work") begins, whichever is sooner. If APS loads the Material on Buyer's carrier, the risk of loss to the Material will pass to Buyer when APS loads the Material on Buyer's carrier. APS is not liable for any loss or damage to the vehicle or equipment to which the Material is loaded on either during the loading or transportation process. If the Buyer performs the Work, the risk of loss to the Material will pass to Buyer when Buyer begins the disassembly of the Material or the Buyer begins the loading of the Material, whichever occurs first.
8. **INSURANCE.** Without limiting any liabilities or other obligations of Buyer, prior to commencing Work, Buyer will provide and maintain, with forms and insurers acceptable to APS, until all the obligations under this Agreement are satisfied, at least the insurance coverages as follows:
- 8.1. Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000 per accident and per employee for bodily injury or disease.
- 8.2. Commercial General Liability (CGL) insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for general and products-completed operations. Coverage will be on an "occurrence" basis using Insurance Services Office (ISO) Form CG 00 01 or equivalent, including coverage for premises operations, independent contractors, products-completed operations, personal and advertising injury and liability assumed under the Agreement. If Work is to be performed within 50 feet of a railroad track, the policy must contain, and the supplied Certificate of Insurance must reference, the "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) endorsement showing the Designated Job Site.
- 8.3. Commercial Automobile Liability insurance with limits of not less than \$1,000,000 per accident covering all of Supplier's owned, hired, or non-owned vehicles used in connection with the Agreement.



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- 8.4. **Umbrella/Excess Liability.** Umbrella or Excess Liability insurance with limits of not less than \$2,000,000 per occurrence and in aggregate greater than the underlying CGL, Employer's Liability, and Commercial Automobile Liability limits above. All umbrella or excess liability policies must follow the form of the underlying policies and expressly provide that the Umbrella or Excess Liability policy drops down over a reduced or exhausted aggregate limit of the underlying insurance.
- 8.5. **Pollution Liability Insurance.** If Buyer's obligations under this Agreement include the disposal, transport, handling of Hazardous Substances, then Buyer or Buyer will provide and maintain Pollution Legal Liability insurance with limits not less than \$5,000,000 per occurrence/claim and \$10,000,000 in the aggregate. Coverage must apply to sudden and accidental incidents and gradual pollution conditions, including, but not limited to, passive contaminant migration resulting from the presence, abandonment, disposal, discard, spill, discharge, escape or release of any smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, natural gas, waste materials, or other irritants, contaminants, silt, sediment, or pollutants into or upon land, including, but not limited to subsurface strata, the atmosphere, ambient air or any surface water or groundwater resource of any kind. Policy must not include any exclusion for asbestos, lead paint, petroleum, silica or mold/fungus. Such policy must include coverage for: bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; costs of defense, including costs and expenses incurred in the investigation, adjustment, or settlement of claims and coverage for non-owned disposal site coverage. If coverage is written on a claims-made basis, continuous coverage must be maintained during the term of the Agreement and for three (3) years after completion, cancellation or termination of the Agreement. Such policy must not contain a sunset clause or restricted coverage term.
- 8.6. Except for Workers' Compensation insurance, the policies required by this Section will name APS as an additional insured. The policies will stipulate that the insurance will be primary insurance and that any insurance or self-insurance carried by APS shall not be contributory insurance. Buyer will waive any and all recovery rights to which any insurer of Buyer may have against APS by virtue of the payment of any loss under any insurance. In the event Buyer purchases insurance policies required that are not occurrence policies, Buyer will either (a) maintain claims made policies for at least three (3) years following termination of this Agreement, or (b) obtain extended discovery periods for such policies for at least three (3) years following termination of this Agreement.
- 8.7. Prior to receiving the Materials, Buyer will furnish APS with Certificates of Insurance as evidence that policies providing the required coverages, conditions, and limits are in full force and effect. Buyer shall be responsible for obtaining the Certificates of Insurance from its Subcontractors. All certificates will provide that not less than thirty (30) days advance notice of cancellation, termination, or alteration will be sent directly to APS addressed as follows:

Arizona Public Service Company
Investment Recovery
P.O. Box 53933 Station 3791
Phoenix, Arizona 85072-3933

9. **APPLICABLE LAW AND JOBSITE REQUIREMENTS.** Buyer and any subcontractor(s) will comply with all applicable law and all APS jobsite requirements, including but not limited to, fire prevention, safety, and security requirements, as outlined in the APS Contractor Safety Manual.
10. **LICENSES, PERMITS AND NOTICES.** Buyer will obtain and pay for all required consents, approvals, licenses and permits that are in any way related to its purchase of the Material. Buyer represents and warrants that it has obtain all such consents, approval, licenses and permits.
11. **SUBCONTRACTORS.** Buyer will at all times be responsible for the acts and omissions of its subcontractors and persons employed, hired or retained by them. Nothing in this Agreement will create any contract between Buyer's subcontractor(s)

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and APS or any obligation on the part of APS to pay, or to be responsible for the payment of, any sums to Buyer's subcontractor(s).

12. **DISCLAIMER OF WARRANTIES.** BUYER ACKNOWLEDGES THAT IT IS BUYING THE MATERIAL ON AN "AS IS, WHERE IS" BASIS WITH ALL FAULTS. BUYER ACKNOWLEDGES THAT IT ACCEPTS THE MATERIAL(S) IN THE CONDITION OFFERED BY APS AND THAT THE MATERIAL IS ACCEPTABLE AND SUITABLE FOR THE PURPOSES FOR WHICH BUYER INTENDED TO UTILIZE THEM. APS MAKES NO EXPRESS, IMPLIED, OR PROSPECTIVE WARRANTIES OR REPRESENTATIONS, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE, EXCEPT THAT APS WARRANTS THAT IT HAS TITLE TO THE MATERIAL AND HAS THE RIGHT TO SELL THE MATERIAL.
13. **INSPECTION.** Buyer acknowledges that it has either waived inspection or has thoroughly inspected the Material and that it is buying the Material solely in reliance upon such inspection, and not in reliance upon the description of the Material set forth in this agreement or any representations or statements made by APS. In the event Buyer receives any oil-filled Material determined by Buyer to contain 45ppm PCB or greater, Buyer must immediately notify APS of the test results and hold Material at their facility until final disposition of the Material is arranged between Buyer and APS.
14. **LABELING.** Buyer will remove and refrain from making use of any and all trademarks, service marks, labels, logos, distinctive markings, and designs of APS which may appear on the Material or on any packaging materials.
15. **INDEMNIFICATION.** Except in the event of APS's sole negligence, Buyer will indemnify, defend, and hold harmless APS, PNW, and all of its officers, directors, employees, agents, advisers, representatives, affiliates, successors, insurers, and assigns, for, from, and against, any and all liabilities, losses, damages, fines, penalties, costs, and expenses, of any kind or nature, arising out of Buyer's purchase or use of the Material, including all reasonable attorneys' fees and expenses, that APS may incur in connection with any claim, action, dispute, demand, or right of action, whether in law or in equity, of every kind and character, arising out of, or resulting from (i) any harm, injury or death to any person, or any damage or destruction of any tangible property, including the property and/or personnel of Buyer, and/or (ii) any actual or alleged environmental liability arising out of, or resulting directly or indirectly from or in connection with, the purchase, use or disposal of the Material, including without limitation any violations of environmental laws or regulations or any spill or release of Hazardous Substances arising in either event out of Buyer's use, possession, storage, or disposal of the Material.
16. **EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY.** NEITHER PARTY, NOR ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ADVISERS, REPRESENTATIVES, AFFILIATES, OR SUCCESSOR OR ASSIGNS, WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES FOR ANY ACTIONS RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, FOR CLARITY, TO THE EXTENT THAT APS IS ENTITLED TO INDEMNIFICATION FROM THE BUYER AS A RESULT OF A THIRD PARTY CLAIM, ANY DAMAGES AWARDED TO SUCH THIRD PARTY (DIRECT, CONSEQUENTIAL, OR OTHERWISE) WILL BE DEEMED TO BE APS' DIRECT DAMAGES, FOR WHICH THE BUYER SHALL BE LIABLE. IN NO EVENT WILL EITHER PARTY'S DIRECT DAMAGES EXCEED THE TOTAL PURCHASE PRICE FOR THE MATERIAL SET FORTH IN ATTACHMENT A.
17. **GOVERNING LAW.** This Agreement will be governed by and interpreted under Arizona law, without regard to any conflict of laws provision.
18. **SURVIVAL.** Any provision of this Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement.
19. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, superseding any previous agreements or understandings, and no other terms or conditions will apply to the subject matter of this Agreement.



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20. **SEVERABILITY.** If any provision of this Agreement is held invalid by a court of competent jurisdiction, the rest of this Agreement will remain in full force and effect.

21. **EXECUTION.** This Sales Agreement is executed by the authorized representatives of the parties.

Arizona Public Service Company "APS" By: <i>Lisa Krier</i> Printed Name: Lisa Krier Title: Investment Recovery Analyst Date Signed: 4.10.2024	[Buyer Name] "Buyer" By: _____ Printed Name: _____ Title: _____ Date Signed: _____
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Attachment "A"- List of Materials

Qty 1

POLE, WOOD, CLASS 1, 85FT, TREATED WITH PENTA-OIL OR CLEAN CREOSOTE, CEDAR, DOUGLAS FIR OR SOUTHERN YELLOW PINE PER APS SPECIFICATION MS-1900 & MS-1913



Addendum to Section 4. REMOVAL OF MATERIAL

APS will deliver Material to:

**Bill Gentry Park
14010 N El Mirage Rd.
El Mirage, AZ 85335
Contact: Cason Chambers
480-372-1131**

Total Purchase Price: \$ 6,148.64

Date: Apr 10, 2024

Quote: PHOENIX24-67578-1

Quote
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Graybar
3350 West Earll Drive
Phoenix AZ 85017
Phone: (602) 269-2131
Fax: (602) 269-2292
From: **Matt Martin**
Quoter Ph: (602) 269-4977
email: matthew.martin@graybar.com

Project **Bill Gentry Park-Baseball Field - Lighting**
Location **El Mirage AZ**
Quote **PHOENIX24-67578-1**

To: Jeff Rusk
PLG

For
Bid Date Apr 10, 2024
Expires May 10, 2024

QTY	Type	MFG	Part
1	WOOD POLE		WOOD POLE CLASS 2-70FT -SOUTHERN YELLOW PINE-CCA TREATED
1	FREIGHT		FREIGHT INCLUDED
Note			LEAD TIME: APPROXIMATELY 3-4 WEEKS- AFTER ORDER PLACED
Note			DELIVERY INCLUDED-CUSTOMER UNLOAD

TOTAL: WOOD POLE

\$18,696.00

GRAYBAR ELECTRIC COMPANY, INC.

TERMS AND CONDITIONS OF SALE

(Revised)
April 1, 2020

- 1. ACCEPTANCE OF ORDER; TERMINATION** – Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. (“Graybar”) and, when applicable, Graybar’s suppliers. If credit of the buyer of the goods or services (“Buyer”) becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
- 2. PRICES AND SHIPMENTS** – Unless otherwise quoted, prices for goods shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion. The contract price for goods and or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and or services appropriately to take into account such increases in Graybar’s costs.
- 3. RETURN OF GOODS** – Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling. Returns will not be accepted for services or any material which has been modified at the request of or by Buyer. In addition, no custom orders may be returned.
- 4. TAXES** – Prices shown do not include sales or other taxes imposed on the sale of goods or services. Taxes now or hereafter imposed upon sales, shipments or services will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
- 5. DELAY IN DELIVERY** – Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar’s reasonable control, including, but not limited to, sourcing, shipment or delivery issues caused by, related to, or resulting from COVID-19 or other similar national or global health situations. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.
- 6. LIMITED WARRANTIES** – Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. Buyer acknowledges that the performance of any service which alters the manufacturer provided goods as indicated in the statement of work may void the manufacturer’s warranty. Graybar shall use the same care and skill a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement. **GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.**
- 7. LIMITATION OF LIABILITY** – Buyer’s remedies under this agreement are subject to any limitations contained in manufacturer’s terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar’s liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar’s option, and **IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES.** In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance.
- 8. WAIVER** – The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
- 9. MODIFICATION OF TERMS AND CONDITIONS** – These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are

specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.

10. **REELS** – When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
11. **CERTIFICATION** – Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, **E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A**, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
12. **FOREIGN CORRUPT PRACTICES ACT** – Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
13. **ASSIGNMENT** – Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
14. **GENERAL PROVISIONS** – All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
15. **PAYMENT TERMS** – Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
16. **EXPORTING** – Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.
17. **CANCELLATION; CHANGES FOR SERVICES**– Buyer may cancel or make changes to a statement of work up to five (5) business days prior to commencement of the work. All changes and cancellations after such date are subject to Graybar's prior written approval in Graybar's sole and absolute discretion. Buyer shall pay to Graybar amounts necessary to cover cancellation, restocking fees and other charges applicable to the cancelled goods or services including those incurred or committed to by Graybar.



WOODRUFF CONSTRUCTION
 9401 N. 7th Ave. Phoenix Az. 85021
 Phoenix: Phone: 480.921.1925 / Fax: 480.446.0825
 ROC: B-096802 - B1-096809 - A-263244

The City of El Mirage - Job Order Cost Proposal

3/22/2024

Contractor Name: Woodruff Construction

Contract Type:	JOC	City Project #:	City of El Mirage - Gentry Park - Light Pole Project
Job Order #:		Contractor's Bid #:	24-052
City Director	Sean VonRoenn	Prepared by:	Mark G. Johnson
Project Manager:	Cason Chambers		
Phone #:	623-876-2942; 623-876-4237	Email:	svonroenn@elmirageaz.gov ; cchambers@elmirageaz.gov
Fee Type:	Lump Sum	Pages	1
Location:	14010 N. El Mirage Rd. - El Mirage, AZ.		
Job Title:	City of El Mirage - Gentry Park - Light Pole Replacement		

Description of work to be performed:

Base Bid: Per Site Walk - and correspondences - Gentry Park - Light Pole - Demolition and Replacement - 14010 N. El Mirage Rd. - **General Requirements:** Supervision, project management, temp. fencing around construction area, daily and final clean-up. **Demolition:** Disconnect of Power to Panel - power to lighting - (City of El Mirage to determine if new wires will be required from Electric panel to new pole and Light Fixtures) See Owner Allowance. - Disconnect of Security Wiring - to Camera - (City of El Mirage to determine if new wires will be required) See Owner Allowance. - Disconnect and Salvage Existing Lighting and Security Camera back to Owner - Owner to evaluate condition and decide if new will be required. Re-install of existing is included. Terminate power and security conduit below ground and in Christy Boxes with Traffic Rated Covers. - Demo and Remove (1) Existing Light Pole - Best Method to be determined - Pulling in one piece or cutting into sections - (Note: if pulled in one piece - pole will be cut into sections for transport and disposal. **Site Work:** Backfill hole from existing pole with Slurry to within 1'-0" of grade - top off with soil and compact. - Drill new hole - depth to be determined and set new pole - Spread spoils on site - locations to be determined. (Note: new wood pole to be purchased and delivered by City of El Mirage). **Electrical:** Re-install Existing Lighting and Security Cameras - install new conduit with pull strings on new pole - pull existing wire from Christy Boxes to Lighting - City of El Mirage to have their vendor pull wire pulled to Security Camera and make final connections. **Daily and Final Clean up the construction area - Removal of temporary fencing.**

Base Bid: \$53,240.27

Owner Allowance - New Wiring and Light Fixtures - \$ TBD

Owner Allowance - Security Vendor - Remove and Install Existing System - \$ TBD

Owner Allowance - Wood Light Pole - Purchase and Delivery to Site - \$ TBD

Bid Clarifications:

- 1) Work will be completed during normal working hours.
- 2) We will use the existing electric and water on site during our work.
- 3) Use of the existing restrooms can be used by GC.

Exclusions: Permits & Permit fees - Builders Risk Insurance - Special Inspections - Abatement - Architectural Services or Engineering Services, Security System Install, New Wiring or New Lighting Devices - Deliver or Purchase of the New Wood Light Pole, any work scope not listed above.