# **ACT Pipe & Supply**

5417 E. Suanders Laredo Texas, 78041 (956) 725-2495 Fax (956) 724-6930 WATTS 888-946-7235

08/19/25 Company: Date:

Time:

Job Name: CITY OF LAREDO LIFT STATION SEWER FITTINGS & COMPSITE

**MANHOLE RING & COVERS** 

LAREDO

Engineer: Phone: Fax:

NOTICE: Prices are for estimating purposes only.

Prices are not firm, and the price will be the current price in effect at the time of shipment.

BID # PART # QTY. DESCRIPTION	UNIT \$	EXT.TOTAL
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## **BUY BOARD NUMBER 770-25**

### **SECTION 1**

7	4	3" DI MJ 90deg. BEND P401		\$	301.68	\$	1,206.72
8	4	3" DI FLG X FLG 90deg. BEND P401		\$	504.00	\$	2,016.00
9	4	3" DI MJ X FLG 90deg. BEND P401		\$	383.04	\$	1,532.16
10	4	3" DI MJ 45deg. BEND P401		\$	285.12	\$	1,140.48
11	4	3" DI FLG X FLG 45deg. BEND P401		\$	470.88	\$	1,883.52
13	4	3" DI MJ 22.5deg. BEND P401		\$	329.76	\$	1,319.04
14	4	3" DI FLG X FLG 22.5deg. BEND P401		\$	110.16	\$	440.64
23	4	4"X3" DI MJ REDUCER P401		\$	277.92	\$	1,111.68
24	4	4"X3" DI FLG X FLG REDUCER P401		\$	408.96	\$	1,635.84
26	4	3" DI MJ X FLG ADPT. P401		\$	354.96	\$	1,419.84
28	4	3" DI WYE FLG X FLG P401		\$	707.04	\$	2,828.16
29	4	3"X3" DI COMPACT MJ TEE		\$	409.68	\$	1,638.72
30	4	3"X3" DI FLG TEE		\$	745.92	\$	
31	4	3" DI BLIND FLG		Ф \$	281.52	\$	2,983.68
31	4	3 DI BLIND FLG	CURTOTAL	\$	22,282.56	Ф	1,126.08
			SUBTOTAL	Þ	22,202.30		
40	4	4" DI MJ 90deg. BEND P401		\$	361.44	\$	1,445.76
41	4	4" DI FLG X FLG 90deg. BEND P401		\$	504.00	\$	2,016.00
42	4	4" DI MJ X FLG 90deg. BEND P401		\$	383.04	\$	1,532.16
46	4	4" DI MJ 45deg. BEND P401		\$	334.80	\$	1,339.20
47	4	4" DI FLG X FLG 45deg. BEND P401		\$	470.88	\$	1,883.52
48	4	4" DI MJ X FLG 45deg. BEND P401		\$	403.20	\$	1,612.80
49	4	4" DI FLG X FLG 22deg. BEND P401		\$	470.16	\$	1,880.64
50	4	4" DI MJ 22deg. BEND P401		\$	329.76	\$	1,319.04
51	4	4" DI MJ X FLG 22deg. BEND P401		\$	575.28	\$	2,301.12
59	4	4"X6" DI MJ REDUCER P401		\$	457.92	\$	1,831.68
60	4	4"X6" DI FLG X FLG REDUCER P401		\$	631.44	\$	2,525.76
63	4	4" DI TRUE WYE FLG X FLG P401		\$	623.52	\$	2,494.08
64	4	4" DI WYE FLG X FLG P401		\$	707.04	\$	2,828.16
65	4	4"X4" DI COMPACT MJ TEE P401		\$	409.68	\$	1,638.72
66	4	4"X4" DI FLG TEE P401		\$	745.92	\$	2,983.68
67	4	4" DI BLIND FLG P401		\$	344.16	\$	1,376.64
			SUBTOTAL	\$	31,008.96		
					- 1,000.00		
71	4	6" GATE VALVE FLG		\$	1,106.70	\$	4,426.80
72	4	6" GATE VALVE NJ		\$	1,066.00	\$	4,264.01
73	4	6" GATE VALVE IVIS 6" GATE VALVE FLG X MJ		\$	1,066.00	\$	4,264.01
80	4	6" DI MJ 90deg. BEND P401		\$	563.76	\$	2,255.04
81	4	6" DI FLG X FLG 90deg. BEND P401		\$	771.84	\$	3,087.36
82	4	6" DI MJ X FLG 90deg. BEND P401		\$	624.96	\$	2,499.84
83	4	6" DI MJ 45deg. BEND P401		\$	516.24	\$	2,064.96
84	4	6" DI FLG X FLG 45deg. BEND P401		\$	717.84	\$	2,871.36
85	4	6" DI MJ X FLG 45deg. BEND P401		\$	596.88	\$	2,387.52
86	4	6" DI FLG X FLG 22deg. BEND P401		\$	700.56	\$	2,802.24
87	4	6" DI MJ 22deg. BEND P401		\$	499.68	\$	1,998.72

88	4	6" DI MJ X FLG 22deg. BEND P401		\$	702.00	\$	2,808.00
		<u> </u>					
96	4	6"X8" DI MJ REDUCER P401		\$	629.28	\$	2,517.12
97	4	6"X8" DI FLG X FLG REDUCER P401		\$	936.72	\$	3,746.88
99	4	6" DI MJ X FLG ADPT. P401		\$	515.52	\$	2,062.08
100	4	6" DI TRUE WYE FLG X FLG P401		\$	974.16	\$	3,896.64
101	4	6" DI WYE FLG X FLG P401		\$	1,112.40	\$	4,449.60
102	4	6"X6" DI FLG TEE		\$	982.80	\$	3,931.20
103	4	6"X6" DI MJ TEE		\$		\$	,
					681.12		2,724.48
104	4	6" DI BLIND FLG		\$	526.32	\$	2,105.28
			SUBTOTAL	\$	61,163.14		
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108	4	8" GATE VALVE FLG		\$	1,730.02	\$	6,920.09
109	4	8" GATE VALVE MJ		\$	1,697.89	\$	6,791.57
110	4	8" GATE VALVE FLG X MJ		\$	1,665.76	\$	6,663.05
117	4	8" DI MJ 90deg. BEND P401		\$	786.24	\$	3,144.96
118	4	8" DI FLG X FLG 90deg. BEND P401		\$	1,168.56	\$	4,674.24
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119	4	8" DI FLG X MJ 90deg. BEND P401		\$	963.36	\$	3,853.44
120	4	8" DI MJ 45deg. BEND P401		\$	712.80	\$	2,851.20
121	4	8" DI FLG X FLG 45deg. BEND P401		\$	1,038.24	\$	4,152.96
122	4	8" DI MJ X FLG 45deg. BEND P401		\$	938.16	\$	3,752.64
123	4	8" DI FLG X FLG 22deg. BEND P401		\$	1,027.44	\$	4,109.76
124	4	8" DI MJ 22deg. BEND P401		\$	708.48	\$	2,833.92
125	4	8" DI MJ X FLG 22deg. BEND P401		\$	1,041.84	\$	4,167.36
133	4			\$		\$	
		8"X10" DI MJ REDUCER P401			820.08		3,280.32
134	4	8"X10" DI FLG X FLG REDUCER P401		\$	1,360.80	\$	5,443.20
136	4	8" DI MJ X FLG ADPT. P401		\$	723.60	\$	2,894.40
137	4	8" DI TRUE WYE FLG X FLG P401		\$	1,571.76	\$	6,287.04
138	4	8" DI WYE FLG X FLG P401		\$	1,728.72	\$	6,914.88
139	4	8"X8" DI FLG TEE		\$	1,536.48	\$	6,145.92
140	4	8"X8" DI MJ TEE		\$	965.52	\$	3,862.08
141	4	8" DI BLIND FLG		\$	717.12	\$	2,868.48
			SUBTOTAL	\$	91,611.50		
145	4	12" GATE VALVE FLG		\$	3,184.44	\$	12,737.76
146	4	12" GATE VALVE MJ		\$	3,350.09	\$	13,400.35
147	4	12" GATE VALVE FLG X MJ		\$	3,196.58	\$	12,786.31
154	4	12" DI MJ 90deg. BEND P401		\$	1,411.20	\$	5,644.80
155	4	12" DI FLG X FLG 90deg. BEND P401		\$	2,179.44	\$	8,717.76
156	4	12" DI FLG X MJ 90deg. BEND P401		\$	1,910.16	\$	7,640.64
160	4	12" DI MJ 45deg. BEND P401				\$	
		•		\$	1,275.84		5,103.36
161	4	12" DI FLG X FLG 45deg. BEND P401		\$	1,935.36	\$	7,741.44
162	4	12" DI MJ X FLG 45deg. BEND P401		\$	1,883.52	\$	7,534.08
163	4	12" DI FLG X FLG 22deg. BEND P401		\$	2,033.28	\$	8,133.12
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164		12" DI MJ 22deg. BEND P401		\$	1,193.76	\$	4,775.04
165	4	12" DI MJ X FLG 22deg. BEND P401		\$	1,864.80	\$	7,459.20
173	4	12"X10" DI MJ REDUCER P401		\$	1,034.64	\$	4,138.56
174	4	12"X10" DI FLG X FLG REDUCER P401		\$	1,882.80	\$	7,531.20
176	4	12" DI MJ X FLG ADPT. P401		\$	1,308.96	\$	5,235.84
177	4	12" DI TRUE WYE FLG X FLG P401		\$	3,454.56	\$	13,818.24
178	4	12" DI WYE FLG X FLG P401 STAR DOMESTIC		\$	3,839.76	\$	15,359.04
179	4	12"X12" DI FLG TEE P401		\$		\$	
					3,097.44		12,389.76
180	4	12"X12" DI MJ TEE P401		\$	1,721.52	\$	6,886.08
181	4	12" DI BLIND FLG P401		\$	1,451.52	\$	5,806.08
			SUBTOTAL	\$	172,838.66		
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185	4	16" GATE VALVE MJ		\$	11,009.60	\$	44,038.40
186	4	16" GATE VALVE FLG		\$	11,009.60	\$	44,038.40
187	4	16" GATE VALVE FLG X MJ		\$	11,009.60	\$	44,038.40
194	4	16" DI MJ 90deg. BEND P401		\$	2,495.52	\$	9,982.08
195	4	16" DI FLG X FLG 90deg. BEND P401		\$	3,345.12	\$	13,380.48
196							
		16" DL FLG X M.I 90deg REND P401					14,693.76
	4	16" DI FLG X MJ 90deg. BEND P401		\$	3,673.44	\$	0.40==0
197	4 4	16" DI MJ 45deg. BEND P401		\$	2,108.88	\$	8,435.52
	4						8,435.52 11,223.36
197 198	4 4 4	16" DI MJ 45deg. BEND P401 16" DI FLG X FLG 45deg. BEND P401		\$ \$	2,108.88 2,805.84	\$ \$	11,223.36
197 198 199	4 4 4 4	16" DI MJ 45deg. BEND P401 16" DI FLG X FLG 45deg. BEND P401 16" DI MJ X FLG 45deg. BEND P401		\$ \$ \$	2,108.88 2,805.84 3,284.64	\$ \$	11,223.36 13,138.56
197 198 199 200	4 4 4 4	16" DI MJ 45deg. BEND P401 16" DI FLG X FLG 45deg. BEND P401 16" DI MJ X FLG 45deg. BEND P401 16" DI FLG X FLG 22deg. BEND P401		\$ \$ \$	2,108.88 2,805.84 3,284.64 2,874.96	\$ \$ \$	11,223.36 13,138.56 11,499.84
197 198 199	4 4 4 4	16" DI MJ 45deg. BEND P401 16" DI FLG X FLG 45deg. BEND P401 16" DI MJ X FLG 45deg. BEND P401		\$ \$ \$	2,108.88 2,805.84 3,284.64	\$ \$	11,223.36 13,138.56
197 198 199 200	4 4 4 4	16" DI MJ 45deg. BEND P401 16" DI FLG X FLG 45deg. BEND P401 16" DI MJ X FLG 45deg. BEND P401 16" DI FLG X FLG 22deg. BEND P401		\$ \$ \$ \$ \$	2,108.88 2,805.84 3,284.64 2,874.96 2,058.48	\$ \$ \$	11,223.36 13,138.56 11,499.84 8,233.92
197 198 199 200 201 213	4 4 4 4 4 4	16" DI MJ 45deg. BEND P401 16" DI FLG X FLG 45deg. BEND P401 16" DI MJ X FLG 45deg. BEND P401 16" DI FLG X FLG 22deg. BEND P401 16" DI MJ 22deg. BEND P401 16"X10" DI MJ REDUCER P401		\$ \$ \$ \$ \$ \$	2,108.88 2,805.84 3,284.64 2,874.96 2,058.48 1,709.28	\$ \$ \$ \$ \$	11,223.36 13,138.56 11,499.84 8,233.92 6,837.12
197 198 199 200 201 213 214	4 4 4 4 4 4	16" DI MJ 45deg. BEND P401 16" DI FLG X FLG 45deg. BEND P401 16" DI MJ X FLG 45deg. BEND P401 16" DI FLG X FLG 22deg. BEND P401 16" DI MJ 22deg. BEND P401 16"X10" DI MJ REDUCER P401 16"X10" DI FLG X FLG REDUCER P401		\$ \$ \$ \$ \$ \$ \$	2,108.88 2,805.84 3,284.64 2,874.96 2,058.48 1,709.28 2,431.44	\$ \$ \$ \$ \$ \$ \$	11,223.36 13,138.56 11,499.84 8,233.92 6,837.12 9,725.76
197 198 199 200 201 213 214 216	4 4 4 4 4 4 4	16" DI MJ 45deg. BEND P401 16" DI FLG X FLG 45deg. BEND P401 16" DI MJ X FLG 45deg. BEND P401 16" DI FLG X FLG 22deg. BEND P401 16" DI MJ 22deg. BEND P401 16"X10" DI MJ REDUCER P401 16"X10" DI FLG X FLG REDUCER P401 16" DI MJ X FLG ADPT. P401		\$ \$ \$ \$ \$ \$ \$ \$	2,108.88 2,805.84 3,284.64 2,874.96 2,058.48 1,709.28 2,431.44 2,076.48	\$ \$ \$ \$ \$ \$ \$ \$	11,223.36 13,138.56 11,499.84 8,233.92 6,837.12 9,725.76 8,305.92
197 198 199 200 201 213 214	4 4 4 4 4 4	16" DI MJ 45deg. BEND P401 16" DI FLG X FLG 45deg. BEND P401 16" DI MJ X FLG 45deg. BEND P401 16" DI FLG X FLG 22deg. BEND P401 16" DI MJ 22deg. BEND P401 16"X10" DI MJ REDUCER P401 16"X10" DI FLG X FLG REDUCER P401		\$ \$ \$ \$ \$ \$ \$	2,108.88 2,805.84 3,284.64 2,874.96 2,058.48 1,709.28 2,431.44	\$ \$ \$ \$ \$ \$ \$	11,223.36 13,138.56 11,499.84 8,233.92 6,837.12 9,725.76
197 198 199 200 201 213 214 216 218	4 4 4 4 4 4 4 4	16" DI MJ 45deg. BEND P401 16" DI FLG X FLG 45deg. BEND P401 16" DI MJ X FLG 45deg. BEND P401 16" DI FLG X FLG 22deg. BEND P401 16" DI MJ 22deg. BEND P401 16"X10" DI MJ REDUCER P401 16"X10" DI FLG X FLG REDUCER P401 16" DI MJ X FLG ADPT. P401 16" DI WYE FLG X FLG P401		\$ \$ \$ \$ \$ \$ \$ \$	2,108.88 2,805.84 3,284.64 2,874.96 2,058.48 1,709.28 2,431.44 2,076.48 7,432.56	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	11,223.36 13,138.56 11,499.84 8,233.92 6,837.12 9,725.76 8,305.92 29,730.24
197 198 199 200 201 213 214 216 218 219	4 4 4 4 4 4 4 4 4	16" DI MJ 45deg. BEND P401 16" DI FLG X FLG 45deg. BEND P401 16" DI MJ X FLG 45deg. BEND P401 16" DI FLG X FLG 22deg. BEND P401 16" DI MJ 22deg. BEND P401 16"X10" DI MJ REDUCER P401 16"X10" DI FLG X FLG REDUCER P401 16" DI MJ X FLG ADPT. P401 16" DI WYE FLG X FLG P401 16" DI WYE FLG X FLG P401		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,108.88 2,805.84 3,284.64 2,874.96 2,058.48 1,709.28 2,431.44 2,076.48 7,432.56 4,536.72	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	11,223.36 13,138.56 11,499.84 8,233.92 6,837.12 9,725.76 8,305.92 29,730.24 18,146.88
197 198 199 200 201 213 214 216 218 219 220	4 4 4 4 4 4 4 4 4 4	16" DI MJ 45deg. BEND P401 16" DI FLG X FLG 45deg. BEND P401 16" DI MJ X FLG 45deg. BEND P401 16" DI FLG X FLG 22deg. BEND P401 16" DI MJ 22deg. BEND P401 16"X10" DI MJ REDUCER P401 16"X10" DI FLG X FLG REDUCER P401 16" DI MJ X FLG ADPT. P401 16" DI WYE FLG X FLG P401 16"X16" DI FLG X FLG P401		\$ \$ \$ \$ \$ \$ \$ \$	2,108.88 2,805.84 3,284.64 2,874.96 2,058.48 1,709.28 2,431.44 2,076.48 7,432.56 4,536.72 3,345.84	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	11,223.36 13,138.56 11,499.84 8,233.92 6,837.12 9,725.76 8,305.92 29,730.24 18,146.88 13,383.36
197 198 199 200 201 213 214 216 218 219	4 4 4 4 4 4 4 4 4	16" DI MJ 45deg. BEND P401 16" DI FLG X FLG 45deg. BEND P401 16" DI MJ X FLG 45deg. BEND P401 16" DI FLG X FLG 22deg. BEND P401 16" DI MJ 22deg. BEND P401 16"X10" DI MJ REDUCER P401 16"X10" DI FLG X FLG REDUCER P401 16" DI MJ X FLG ADPT. P401 16" DI WYE FLG X FLG P401 16" DI WYE FLG X FLG P401		* * * * * * * * * * * *	2,108.88 2,805.84 3,284.64 2,874.96 2,058.48 1,709.28 2,431.44 2,076.48 7,432.56 4,536.72 3,345.84 2,480.40	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	11,223.36 13,138.56 11,499.84 8,233.92 6,837.12 9,725.76 8,305.92 29,730.24 18,146.88
197 198 199 200 201 213 214 216 218 219 220	4 4 4 4 4 4 4 4 4 4	16" DI MJ 45deg. BEND P401 16" DI FLG X FLG 45deg. BEND P401 16" DI MJ X FLG 45deg. BEND P401 16" DI FLG X FLG 22deg. BEND P401 16" DI MJ 22deg. BEND P401 16"X10" DI MJ REDUCER P401 16"X10" DI FLG X FLG REDUCER P401 16" DI MJ X FLG ADPT. P401 16" DI WYE FLG X FLG P401 16"X16" DI FLG X FLG P401	SUBTOTAL	* * * * * * * * * * * *	2,108.88 2,805.84 3,284.64 2,874.96 2,058.48 1,709.28 2,431.44 2,076.48 7,432.56 4,536.72 3,345.84	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	11,223.36 13,138.56 11,499.84 8,233.92 6,837.12 9,725.76 8,305.92 29,730.24 18,146.88 13,383.36

#### SECTION I TOTAL \$ 697,658.42

SECTION I TOTAL
QUOTATION TOTAL

\$ 697,658.42 \$ 697,658.42

DUE TO GLOBAL SUPPLY CHAIN ISSUSE, ACT PRODUCT PRICING IS SUBJECT TO CHANE BASE ON THE CURRENT PRICE AT THE TIME OF SHIPMENT, AND AVAILABILITY IS NOT GUARANTEED.

## TERMS AND CONDITIONS OF QUOTATION

This quotation is based on ACT's interpretation of the engineer's plans and specification and is not guaranteed for accuracy or Prices do not include sales tax unless noted otherwise stated.

All pipe prices are subject to manufacturer's shipping schedules, availability and order terms as noted below.

**NOTICE**: Prices are for estimating purposes only. Prices are not firm, and the price will be the current price in effect at the time of shipment.

Proposal prices are based upon order for the total quantity, for immediate shipment. This Proposal is contingent upon the Buyer's acceptance of ACT's Terms and Conditions of Sale. The complete Terms and Conditions of Sale which are applicable to this Proposal can be seen on ACT's website at www.actpipe.com under "Customer Resources" and "Terms and Conditions" and ACT's Terms and Conditions of Sale are a part hereof and are incorporated herein by reference. ACT objects to all other terms and conditions. ACT is not responsible for delays or shortages of product due to causes beyond ACT's reasonable control.

THE BUYER'S SOLE AND EXCLUSIVE WARKANIY, IF ANY, IS THAT PROVIDED BY THE

THE BUYEK'S SOLE AND EXCLUSIVE WARRANTY, IF ANY, IS THAT PROVIDED BY THE MANUFACTURER OF THE GOODS AND MATERIALS, AND SUCH WARRANTY, IF ANY, EXTENDS ONLY TO THE ORIGINAL BUYER. ACT MAKES NO EXPRESS OR IMPLIED WARRANTIES. ACT HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES.ACT SHALL NOT BE LIABLE FOR ANY COSTS OF INSTALLATION OR REPAIR OF THE GOODS AND MATERIALS SOLD BY ACT.

IN NO EVENT, WILL ACT BE LIABLE FOR PERSONAL INJURIES, DEATH OR PROPERTY LOSS OR DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR LIQUIDATED DAMAGES OF ANY KIND, REGARDLESS OF WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE (INCLUDING ACTIVE, PASSIVE, SOLE, JOINT, CONCURRENT OR GROSS NEGLIGENCE), STATUTE OR ANY OTHER CAUSE.

BUYER HEREBY ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES, AND IN NO EVENT, SHALL ACT'S LIABILITY, IF ANY, EXCEED THE NET SALES PRICE OF THE DEFECTIVE GOODS AND/OR MATERIALS ABOVE WHICH AMOUNT BUYER AGREES TO RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ACT.

Buyer should carefully review all takeoffs and estimates for correct quantities, calculations, and material descriptions. ACT will not be responsible for any errors and/or omissions contained within the Proposal. ACT reserves the right to change any price on this Proposal prior to shipment.

With respect to PVC piping orders, Buyer acknowledges and understands that due to economic matters beyond the reasonable control of ACT, including, but not limited to, unanticipated escalation of PVC material and resin pricing, high worldwide demand and limitations on supplies of PVC piping, resin and the materials incorporated therein, the pricing and availability for all PVC, resin and products derived therefrom, shall be subject to change and/or cancellation without

advance notice and regardless of whether orders have been placed and deposits paid by Buyer. In such cases, Buyer shall have the option to either (i) to agree to pay the increased pricing for all orders for which PVC piping or its derived products are involved and accept the revised schedule for delivery associated with such orders; or (ii) to cancel the order in which case and subject always to the prior consent of the PVC piping manufacturer, Buyer's deposit, if any, shall be returned to Buyer by ACT and this order shall terminate and ACT shall have no further liability to Buyer for the order. UNDER NO CIRCUMSTANCES SHALL ACT HAVE ANY LIABILITY TO BUYER FOR ANY CLAIMS, DAMAGES, COSTS, OR EXPENSES ARISING OUT OF THE SUPPLY OF PVC PIPING AND BUYER IRREVOCABLY RELEASES ACT THEREFROM AND REGARDLESS OF WHETHER SUCH CLAIMS, DAMAGES, COSTS OR EXPENSES WERE CAUSED OR CONTRIBUTED TO BY ACT'S BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE (INCLUDING ACTIVE, PASSIVE, SOLE, JOINT, CONCURRENT OR GROSS NEGLIGENCE), STATUTE OR ANY OTHER CAUSE.

#### Tariffs:

If after the date of this bid, quote, or purchase order, the US Government or any other Country, implements any new or increased tariffs, duties, or other governmental imposed costs on products or materials included in the bid, quote or purchase order, the price shall be adjusted to reflect the actual increased cost to ACT Pipe & Supply, Inc.

The customer shall be promptly notified of any increase in cost. Failure to reach an agreement on a price adjustment shall not relieve the customer's obligation to pay the documented increase in cost.

This Quotation is made by Seller at the request of Buyer. Buyer acknowledges that Seller is not familiar with the business practices of Buyer, specifically including Buyer's involvement with DBE participation as that term is defined and regulated by 49 CFR 26.55. Accordingly, Seller shall presume compliance by Buyer and any assignees of Buyer with all DBE requirements required by Federal or State law. Any DBE participation shall require the DBE perform a commercially useful function.

ACT Signature:	Date:
Customer Signature:	Date: