

**NORTH BEACH WATER DISTRICT  
PACIFIC COUNTY, WASHINGTON**

**RESOLUTION 06-2014**

**A RESOLUTION OF THE NORTH BEACH WATER  
DISTRICT OF PACIFIC COUNTY, WASHINGTON,  
AWARDING THE 2015 METER REPLACEMENT  
MATERIALS BID TO HB JAEGER CO., INC.**

---

**WHEREAS**, the District, by Resolution 05-2012, adopted a multi-year water meter replacement program and; and

**WHEREAS**, the District, by Resolution 28-2014, adopted the 2015 Operation Budget that authorized a capital improvement project to complete the replacement of the remaining meters with AMR meters for \$525,000; and

**WHEREAS**, pursuant to RCW 57.08.050 the District prepared bid documents that included specifications for the 2015 Meter Replacement Materials Project Bid; and

**WHEREAS**, on February 19, 2015 the District advertised the invitation to bid in the Chinook Observer; and

**WHEREAS**, on March 12, 2015 at 10:30 AM, as advertised, the District held the public bid opening; and

**WHEREAS**, HB Jaeger Co., LLC submitted the lowest responsive and responsible bid at one hundred forty thousand six hundred seven dollars and twenty five cents (\$140,607.25) now, therefore

**BE IT RESOLVED**, by the Board of Commissioners of North Beach Water District, Pacific County, Washington, as follows:

1. Award the 2015 Meter Replacement Materials Bid to HB Jaeger Co., LLC for a total of one hundred thousand forty thousand six hundred seven dollars and twenty five cents (\$140,607.25) plus Washington State Sales Tax.

2. Authorize the General Manger to issue a Purchase Order to HB Jaeger Co., LLC pursuant to the terms and conditions of the Bid Documents, attached hereto and incorporated herein as Exhibit "A".

**Adopted by** the Board of Commissioners of North Beach Water District, Pacific County, Washington at its regular meeting held on the 16<sup>th</sup> day of March, 2015.

---

Brian Sheldon, Commissioner  
Position #1

---

Gwen Brake, Commissioner  
Position #2

---

Glenn Ripley, Commissioner  
Position #3

**EXHIBIT "A"**

**PROCUREMENT CONTRACT DOCUMENTS**



**2015 METER REPLACEMENT MATERIALS**

Due Date: Monday, March 12, 2015, at 10:00 a.m.

Issued By

North Beach Water District  
PO Box 618 / 25902 Vernon Avenue  
Ocean Park, Washington 98640

## Table of Contents

Advertisement of Bids.....	AD-1
Instructions To Bidders.....	IB-1-4
Proposal.....	P-1
Bid Form.....	BF-1-4
General Conditions.....	GC-1
Materials.....	M-1
Attachment.....	A-1



**ADVERTISEMENT OF REQUEST OF BIDS**

FOR PROCUREMENT OF METER SETTERS, CHECK VALVES, METER BOXES, AND OTHER APPURTENANCES ASSOCIATED WITH THE 2015 METER REPLACEMENT PROJECT FOR NORTH BEACH WATER DISTRICT, PACIFIC COUNTY, WA

North Beach Water District, 25902 Vernon Avenue Suite D, Ocean Park, WA 98640, will receive sealed Bids on or before 10:00 a.m., March 12, 2015, for the procurement of meter setters, check valves, meter boxes and other appurtenances associated the 2015 meter replacement project. All Bid envelopes must be marked "**2015 METER REPLACEMENT MATERIALS BID.**" The District is not responsible for any Bid not marked as stated above. Bids will be publicly opened and read aloud at this time.

Specifications referred to herein are used to indicate the desired type, construction and/or operation. An alternative may be offered provided that a detailed specification clearly identifying all deviations from the specified product is received by the District at least five days before the Bid opening date.

The decision of the District, acting through the General Manager or an authorized representative, shall be final as to what constitutes acceptable deviations from specifications.

Each proposal shall be accompanied by a certified check or Bid Bond by a recognized surety, in the amount of 5% of the total of the Bid price. A proposal, once submitted, becomes the property of the District. At the sole discretion of the District, the District reserves the right to allow a Bidder to reclaim submitted documents provided the documents are requested and retrieved no later than 48 hours prior to the scheduled Bid opening.

After the time of opening, no Bid may be withdrawn for a period of 14 days. The District reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the District believes to be in its best interest.

Any further information on the Bid documents may be obtained from the General Manager, (360) 244-0068.

North Beach Water District, Pacific County, WA

## **INSTRUCTIONS TO BIDDERS**

### **General**

Work to be done under this Contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents. All work to be done under this Contract is located in or near Ocean Park, Washington.

Any Bid that does not conform fully to these instructions may be rejected.

### **Preparation of Bids**

Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the Bid.

Bids must be submitted on the Bid Forms provided, with each blank properly filled in. Failure to fully complete forms may disqualify the Bid.

Each person signing the Bid certifies that he/she is the person in the Bidder's firm/organization responsible for the decision as to the fees being offered in the Bid and has not participated and will not participate in any action contrary to the terms of this provision.

### **Questions or Clarifications**

All questions shall be submitted via email or by calling the General Manager at (360) 244-0068 between the hours of 9:00 a.m. and 4:00 p.m.

All questions shall be due on or before 4:00 p.m. on March 09, 2015, and should be addressed as follows:

Technical/Specifications questions should be emailed to William "Bill" Neal at [bneal@northbeachwater.com](mailto:bneal@northbeachwater.com).

Process and payment questions should be emailed to Jack McCarty, Office Manager at [officemanager@northbeachwater.com](mailto:officemanager@northbeachwater.com).

Any error, omission or discrepancy in the specification discovered by a prospective Supplier and/or service provider shall be brought to the attention of William "Bill" Neal at [bneal@northbeachwater.com](mailto:bneal@northbeachwater.com) as soon after discovery as possible. Furthermore, a Supplier shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

### **Addenda**

If it becomes necessary to revise any part of the Request for Bids, notice of the Addendum will be forwarded to all Bidders on the plans holders list and posted to the District's website.

To avoid any miscommunications, each Bidder must in its Bid



acknowledge all addenda which it has received; however, the failure of a Bidder to receive or acknowledge receipt of any addenda shall not relieve the Bidder of the responsibility of complying with the terms thereof.

**Bid Submission**

Sealed Bids will be received by the District at its Business Office, 25902 Vernon Avenue Ocean Park, Washington 98640, at the time stipulated in the Advertisement, promptly after which Bids will be publicly opened and read aloud. Bids submitted late or via oral communication, telephone, electronic mail or facsimile **will** not be considered or accepted.

Each Bid must be enclosed in a sealed envelope, marked **"2015 METER REPLACEMENT MATERIALS BID."**

Bids must be delivered to:

**North Beach Water District, 25902 Vernon Avenue, Ocean Park, WA 98640**

All Bids received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions will be rendered.

Bids should be date/time stamped/signed at the address above in order to be considered. Normal business hours are 8:00 a.m. to 4:15 p.m. Monday through Friday, excluding holidays. The District will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of its Bid.

Additional time will not be granted to a single Bidder; however, additional time may be granted to all Bidders if and when the District determines that circumstances warrant it.

**Alternate Bid Items**

The District has specified products from specific manufacturers. Bidders that desire to offer alternate Bid item(s) they believe are equal to the specified item(s) shall follow the following procedure:

1. Provide a description of the alternate Bid item(s) in the corresponding line on the Alternate Bid Table, including Manufacturer and Catalog Number, along with Unit Price and Extended Price.
2. If you plan on Bidding a combination of both Base Bid Items and Alternate Bid Items, then use the Alternate Bid table. Copy the base Bid item descriptions you will be providing Bid numbers for to the corresponding line on the Alternate

- Bid Table along with the Unit Price and Extended Price.
3. Attach a manufacturer submittal detail of each alternate Bid item to the Bid.
  4. You may provide both a Base Bid Table and an Alternate Bid Table provided they are both complete, with no missing items.
  5. The District will not approve any Alternate Bid Items as an Approved Equal prior to the Bid Opening Date.
  6. The District's General Manager will determine if any alternate Bid items are acceptable as an approved equal to the Bid item at his sole discretion.

### **Bid Security**

Each Bid must be accompanied by a certified check or Bid Bond by a surety licensed and authorized to do business within the State of Washington, in the amount of 5% of the total of the Bid price.

### **Withdrawal of Bids**

After the time of opening, no Bid may be withdrawn for the period of 14 days, as specified in the Advertisement.

### **Award**

The District intends to award a Contract to the lowest responsible and responsive Bidder. The District may also utilize discounts offered in the Bid Forms, if any, to determine the lowest responsible and responsive Bidder so that the lowest total cost is achieved for the District. For unit price Bids, the contract will be awarded based upon the unit prices stated by the Bidder for the items specified in the Bid documents, with consideration given to any alternates selected by the District. If the District determines that the unit price for any item is materially different for the item Bid than those of other Bidders or the general market, the District, at its sole discretion, in addition to any other right it may have, may reject the Bid as not responsible or non-conforming.

The District intends to issue a purchase order to the selected Bidder. The District Purchase Order terms and conditions have been included with the Bid as Appendix A.

### **Official Documents**

The District shall accept no changes to the Bid documents made by the Bidder unless those changes are set forth in the "Alternate" section of the Bid form.

The District officially distributes Bid documents from the Business Office, located at 25902 Vernon Avenue Ocean Park, WA 98640. Copies of the Bid documents obtained from any other source



are not considered Official copies. Only those Bidders who obtain Bid documents from North Beach Water District are guaranteed access to receive addendum information if any is issued.

**Bid Protest**

All Bid protests must be in writing and filed with the General Manager within five (5) business days of the award action. The vendor must clearly state the reasons for the protest. The General Manager shall present the protest to the Board of Commissioners, whose decision shall be final.

**Reservation of Rights**

The District reserves the right to accept any Bid or alternative Bid proposed in whole or in part, to reject any or all Bids or alternative Bids in whole or in part, to waive irregularity and/or informalities in any Bid, and to make the award in any manner deemed in the best interest of the District.

**PROPOSAL**

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons Bidding on the same Contract; that this Bidder has carefully read and examined the Bid documents, including Advertisement, Instructions to Bidders, Proposal, Bid Forms, Specifications and all Addenda and understands them. The Bidder declares that it conducted a full investigation and is fully informed as to the nature of the conditions relating to the performance of the Bid.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the District, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and Insurance Certificates within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the District and the Bidder fails to contract within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract, and the certified check or Bid Bond accompanying this Proposal shall become due and payable to the District.

If the Bidder enters into the Contract in accordance with this Proposal, or if this Proposal is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the District to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the District believes to be in its best interest.

SIGNED THIS 11 DAY OF MARCH, 2015.

H.B. JAEGER  
Bidder's Name

91-1738484  
Federal I.D. No.

  
Authorized Signature

360-539-7518  
Telephone Number

**BID FORM**

**Section 1 - Unit Prices**

All Bidders shall provide a Unit Price and Total Price for either the Base Bid Table or the Alternate Bid Table.

Quantities included in the Bid table represent estimated minimum quantities. The Supplier shall be compensated for the actual quantities using the unit prices provided.

Should the manufacturer's pricing change based on varying quantities (i.e., single unit, box or bulk purchase), the Bidder shall attach to the Bid separate documentation showing the differences.

All Goods will be delivered F.O.B. 25600 Z Street, Ocean Park, WA 98640. The Supplier shall select the means and methods of transportation. All transportation charges and special handling will be paid by the Supplier.

All pricing provided shall be guaranteed for a minimum period of nine (9) months from the date of the signed Bid Proposal.

No.	Item Description	QTY	UT	UT PRICE*	TOTAL PRICE
<b>Base Bid Table</b>					
1	FORD RETRO-2CVHC-NL RETRO SETTER OR McDONALD 717-204WD NL METTER SETTER	50	EA	\$ 122.62	\$ 6,131.15
2	FORD RETRO-Z-2C-3-HCO RETRO SETTER OR McDONALD 710-203NNH-X90 NL METTER SETTER	800	EA	\$ 89.95	\$ 71,960.00
3	FORD HHC31-323-NL STRAIGHT DUAL CHECK VALVE OR McDONALD 711-3JF 43 NL DUAL CHECK VALVE	300	EA	\$ 44.15	\$ 13,245.00
4	FORD HHC31-444-NL STRAIGHT DUAL CHECK VALVE OR McDONALD 711-4JF 54 NL DUAL CHECK VALVE	25	EA	\$ 86.81	\$ 2,170.23
5	FORD HHCA31-323-NL ANGLE DUAL CHECK VALVE OR McDONALD 712-3JE 43 NL ANGLE DUAL CHECK VALVE	200	EA	\$ 47.08	\$ 9,415.00
6	FORD-4CVHC-NL RETRO SETTER OR McDONALD 717-406WD NL METTER SETTER	10	EA	\$ 229.78	\$ 2,297.77
7	FORD HHFA31-777-NL ANGLE DUAL CHECK VALVE OR McDONALD 712-7DE 77 NL ANGLE DUAL CHECK VALVE	20	EA	\$ 195.86	\$ 3,917.28
8	CARSON 1118-12 BC BODY B-W 2 METER BOX	500	EA	\$ 40.42	\$ 20,207.50
9	CARSON 1118 BC COVER SOLID	400	EA	\$ 28.15	\$ 11,259.60
<b>TOTAL BASE BID</b>					<b>\$ 140,603.53</b>

No.	Item Description	QTY	UT	UT PRICE*	TOTAL PRICE
Alternate Bid Table					
1		50	EA	\$	\$
2		800	EA	\$	\$
3		300	EA	\$	\$
4		25	EA	\$	\$
5		200	EA	\$	\$
6		10	EA	\$	\$
7		20	EA	\$	\$
8		500	EA	\$	\$
9		400	EA	\$	\$
TOTAL BASE BID					\$

All Bidders must fill out the following table:

Manufacturer	Manufacturer Local Representative	Address of Manufacturer Representative
AY McDONALD	FRANK J. MARTINCO.	18424 Hwy 99 LYNNWOOD, WA. 98039
OLDCASTLE	OLDCASTLE	6580 NW WHITNEY VANCOUVER, WA. 98665



**All Bidders must answer the following questions:**

Would the Bidder offer an extended guaranteed pricing period with no increase in cost? If so, for how long?

YES - UNTIL MAY 12, 2015

What is the typical lead time from time of purchase to time of delivery? 3-4 WEEKS

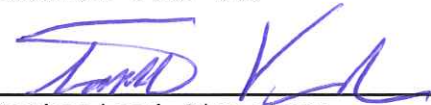
Are Bid Items stocked at the local manufacturer representative's or distributor's facility? No

HB JAEGER

Bidder's Name

91-1738484

Federal I.D. No.



Authorized Signature

366-539-7618

Telephone Number



**BID FORM**

**Section 2 - Delivery**

All materials as specified will be delivered F.O.B. destination, freight prepaid to the following location: 25600 Z Street, Ocean Park, WA 98640.

Subject to the District issuing a Purchase Order on or before March 17, 2015, the Supplier will be required to deliver materials according to the following schedule:

**April 20, 2015:**

Item 1 - 50 Uts	Item 4 - 25 Uts	Item 8 - 200 Uts
Item 2 - 400 Uts	Item 5 - 100 Uts	Item 9 - 200 Uts
Item 3 - 150 Uts	Item 6 - 10 Uts	

**July 20, 2015:**

Item 2 - 400 Uts	Item 5 - 100 Uts	Item 8 - 300 Uts
Item 3 - 150 Uts	Item 7 - 20 Uts	Item 9 - 200 Uts

YES / We can meet the delivery schedule

\_\_\_\_\_ We cannot meet the above delivery schedule but offer the following: (attach a separate sheet if necessary)

\*Note: The District reserves the right to reject Bids that offer an unsatisfactory delivery schedule.

HB JAEGER  
Bidder's Name

[Signature]  
Authorized Signature

91-1738484  
Federal I.D. No.

360-639-7618  
Telephone Number

## GENERAL CONDITIONS

**Warranty:** Materials shall be warranted by the Manufacturer to be free from defects in factory workmanship; the Manufacturer must agree to provide, free of charge, new products in equal quantities for any products that prove defective within one year from the date of shipment from the factory.

**Inspection:** Any material which may be discovered to be defective within the guarantee period shall be made good by the Supplier at its expense regardless of any previous inspection or final acceptance.

**Submittals:** The Supplier shall provide a Manufacturer Data Sheet for each item on the Base Bid Table or Alternate Bid Table with the Bid. The Manufacturer Data Sheets will include drawings, including dimensions and submittal information such as materials, certifications, tolerances and previous versions.

## MATERIALS

**Ford Retro-2CVHC-NL Retro Setter:** Angle Key Valve Inlet by Angle Cartridge Dual Check Valve Outlet. Meter size - 5/8" x 3/4" Meter Length - 7.5" Approx. Height 4.75" Offset - 2.5". AWWA Standard C800. Dual Check Valve is ASSE 1024 approved.

**McDonald 717-204WD NL Metter Setter:** Angle Ball Valve Inlet by Angle Cartridge Dual Check Valve Outlet. Meter size - 5/8" x 3/4" Meter Length - 7.83" Approx. Height 4.25" Offset - 2.31". AWWA Standard C800. Dual Check Valve is ASSE 1024 approved.

**Ford Retro-Z-2C-3-HCO Retro Setter:** No Inlet valve by Short Bottom Bar with Straight Cartridge Dual Check Valve Outlet. Meter is offset 90 degrees from the service line. Meter size - 5/8" x 3/4" Meter Length - 7.5" Approx. Height 3" Offset - 2.5". AWWA Standard C800. Dual Check Valve is ASSE 1024 approved.

**McDonald 710-203NNH-X90 NL Metter Setter:** No Inlet valve by Short Bottom Bar with Straight Cartridge Dual Check Valve Outlet. Meter is offset 90 degrees from the service line. Meter size - 5/8" x 3/4" Meter Length - 7.75" Approx. Height 3.31" Offset - 2.5". AWWA Standard C800. Dual Check Valve is ASSE 1024 approved.

**Ford HHC31-323-NL Straight Cartridge Dual Check Valve:** 5/8 x 3/4" Meter Swivel Nut Inlet by 3/4" Female Iron Pipe Outlet. Conforms to AWWA Standard C800. Manufactured in compliance with ASSE 1024 Standard.

**McDonald 711-3JF 43 NL Straight Cartridge Dual Check Valve:** 5/8 x 3/4" Meter Swivel Nut Inlet by 3/4" Female Iron Pipe Outlet. Conforms to AWWA Standard C800. Manufactured in compliance with ASSE 1024 Standard.

**Ford HHC31-444-NL Straight Cartridge Dual Check Valve:** 1" Meter Swivel Nut Inlet by 1" Female Iron Pipe Outlet. Conforms to AWWA Standard C800. Manufactured in compliance with ASSE 1024 Standard.

**McDonald 711-4JF 54 NL Straight Cartridge Dual Check Valve:** 1" Meter Swivel Nut Inlet by 1" Female Iron Pipe Outlet. Conforms to AWWA Standard C800. Manufactured in compliance with ASSE 1024 Standard.

**Ford HHCA31-323-NL Angle Cartridge Dual Check Valve:** 5/8 x 3/4" Meter Swivel Nut Inlet by 3/4" Female Iron Pipe Outlet. Conforms to AWWA Standard C800. Manufactured in compliance with ASSE 1024 Standard.

**McDonald 712-3JE 43 NL Angle Cartridge Dual Check Valve:** 5/8 x 3/4" Meter Swivel Nut Inlet by 3/4" Female Iron Pipe Outlet. Conforms to AWWA Standard C800. Manufactured in compliance with

ASSE 1024 Standard.

**Ford Retro-4CVHC-NL Retro Setter:** Angle Key Valve Inlet by Angle Cartridge Dual Check Valve Outlet. Meter size - 1" Meter Length - 10.5" Approx. Height 5" Offset - 4.5". AWWA Standard C800. Dual Check Valve is ASSE 1024 approved.

**McDonald 717-204WD NL Metter Setter:** Angle Ball Valve Inlet by Angle Cartridge Dual Check Valve Outlet. Meter size - 1" Meter Length - 10.75" Approx. Height 6.5" Offset - 3". AWWA Standard C800. Dual Check Valve is ASSE 1024 approved.

**Ford HHFA31-777-NL Flanged Cascading Angle Dual Check Valve:** 1.5" & 2" Meter Flange Inlet by 2" Female Iron Pipe Outlet. Conforms to AWWA Standard C800. Manufactured in compliance with ASSE 1024 Standard.

**McDonald 712-7DE 77 NL Flanged Angle Dual Check Valve:** 1.5" & 2" Meter Flange Inlet by 2" Female Iron Pipe Outlet. Conforms to AWWA Standard C800. Manufactured in compliance with ASSE 1024 Standard.

**Carson 1118-12 BC Body B-W 2 Meter Box:** Overall Top Dimensions 13.75 x 20.5. Overall Bottom Dimensions 16.75" x 25.5" Overall Height 12". Mouseholes 2.25" x 3.75". Heavy Wall

**Carson 1118 BC Cover Solid:** Heavy Wall - Heavy Duty Plastic Lid Solid Marked "Water"



"Attachment A"

**Purchase Order Terms and Conditions  
Supplies, Equipment, and Materials**

**1. Entire Contract**

This CONTRACT, when accepted by the VENDER either in writing or by the shipment of any article or other commencement of the performance hereunder, 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.

**2. Packaging**

VENDER will package goods in accordance with good commercial practice. Each shipping container will be marked to include 1) Vender's name and address, 2) DISTRICT'S company name, address, and purchase order number along with any additional information requested at time of purchase, 3) Container number, total number of containers (i.e. 1 box of 4 boxes).

**3. Shipment Under Reservation Prohibited**

VENDER is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods. No partial shipment is allowed unless authorized by the DISTRICT.

**4. Title and Risk of Loss**

The title and risk of loss of the goods shall not pass to DISTRICT until DISTRICT actually receives and takes possession of the goods at the point of delivery.

**5. Delivery Terms and Transportation Charges**

Delivery must be FOB destination, unless delivery terms are specified otherwise in the bid. The DISTRICT'S will not reimburse any portion of delivery/transportation costs other than the ones specified in the purchase order. DISTRICT designates what method of transportation shall be used to ship the goods. If delivery is not made on or before the "Date required" by the Purchase Order, such order is deemed cancelled automatically at the option of the DISTRICT. The VENDER shall be held responsible for the losses resulting from this cancellation.

**6. No Replacement of Defective Tender**

Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and quantity. If a tender is made which does not fully conform, this shall constitute a breach of contract, and VENDER shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the VENDER may reasonably notify the DISTRICT of his intention to cure and may then make a conforming tender within the contract time but not afterwards.

**7. Delivery Cost**

VENDER shall bear cost of delivery to DISTRICT'S facility unless otherwise provided at time of purchase.

**8. Delivery, Invoicing, and Payment**

Payment shall be made on a Net 30 basis unless otherwise agreed to at the time of purchase. VENDER shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number and shall be itemized by item purchased and freight charges. A copy of the bill of lading and the freight waybill will be attached where applicable. Deliveries will be made, unless otherwise stated, at the delivery address below and invoices will be sent to the billing address below. On the day of delivery, VENDER will notify District by calling 360.665.4144 approximately one hour before delivery.

**Delivery Address:** 2212 272<sup>nd</sup> Street

Ocean Park, WA 98640

**Billing Address:** PO Box 618

Ocean Park, WA 98640

**9. Gratuities**

The DISTRICT, by written notice to the VENDER, may cancel this purchase order, without liability to DISTRICT, if it is determined by DISTRICT that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the VENDER or any agent or representative of the VENDER to DISTRICT or any officer, employee or agent of DISTRICT with a view toward securing a purchase order or securing favorable treatment with respect to awarding or amending a purchase order.

**10. Warranty on Price**

The price to be paid by the DISTRICT shall be that same price listed in VENDER'S bid and which VENDER warrants to be no higher than VENDER'S current prices on order by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event VENDER breaches this warranty, the price of the items shall be reduced to the VENDER'S current prices on order by others, or as an alternative, DISTRICT may cancel this contract without liability to VENDER for breach or VENDER'S actual expense.

**11. Warranty on Product**

VENDER shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the DISTRICT. VENDER warrants that the goods furnished will conform to specifications, drawings, and descriptions listed in the bid invitation. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

**12. Right of Inspection**

DISTRICT shall have the right to inspect the goods at delivery before accepting them.

**13. Liability Agreement**

Neither party shall be held responsible for losses resulting if the fulfillment of any term or provision of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

**14. Assignment - Delegation**

No right of interest in this contract shall be assigned nor delegation of any obligation made by the VENDER without the written permission of DISTRICT. Any attempted assignment or delegation by VENDER shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**15. Waiver**

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

**16. Modifications**

This contract can be modified or rescinded only in writing signed by both parties and their duly authorized agents.

**17. Interpretation - Parole Evidence**

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete exclusive statement of the terms and conditions of their agreement. No course of prior dealings between the parties, and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

**18. Applicable Law**

This contract shall be governed by the laws of the State of Washington as effective and in force on the date of this Contract.

**19. Advertising**

VENDER shall not advertise or publish without DISTRICT'S prior consent, the fact that DISTRICT has entered into this contract except to the extent necessary to comply with the proper requests for information from an authorized representative of the Federal, State, or local government.

**20. Error**

In case of error in calculating or typing, the quoted unit price will be used as the basis for any price corrections for this order.





727 - Snohomish  
Snohomish, Washington

Pay To The  
Order Of

NORTH BEACH WATER

Remitter: HB JAEGER CO LLC

Pay: SEVEN THOUSAND SEVEN HUNDRED DOLLARS AND 00 CENTS

OFFICIAL CHECK

026546004  
Date 03/10/2015

62-20  
311

\$ 7,700.00

\*\*\*

Drawer: KeyBank

*Dennis A. D...*  
AUTHORIZED SIGNATURE

Issued by: Citibank N.A. One Penn's Way, New Castle, DE 19720  
For information about this instrument, call: 1-888-556-5142

⑈026546004⑈ ⑆031100209⑆

38774212⑈

**H.B. JAEGER** *co llc*

WHOLESALE DISTRIBUTORS

Todd Vaughn  
Sales/Estimating  
Email: toddv@hbjaeger.com

2840 Black Lake Blvd. SW, Suite B  
Tumwater, WA 98512

Phone (360) 539-7518  
Fax (360) 489-1041  
Cell (360) 324-2093

- ◆ Waterworks Valves / Fittings
- ◆ Pumps - Septic / Wastewater / Well
- ◆ Piping - Ductile / Plastic / Drainage
- ◆ Erosion Control Products
- ◆ Onsite Products

