

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

RESOLUTION 20-2015

**A RESOLUTION OF THE NORTH BEACH WATER DISTRICT OF
PACIFIC COUNTY, WASHINGTON, AWARING A MATERIALS
PURCHASE CONTRACT TO HB JAEGER COMPANY, LLC.**

WHEREAS, on August 24, 2015 North Beach Water District (District) did invite venders from its vender roster to submit quotes for waterworks materials and supplies; and

WHEREAS, all quotes were received on August 30 2015 the results of which were:

Vender	Amount
HD Fowler Company -----	\$17,320.74
Ferguson Waterworks -----	\$16,795.30
HB Jaeger Company, LLC -----	\$15,558.50
HD Supply Waterworks -----	\$16,743.24

; and

WHEREAS, the District's general manager, by the letter dated September 3, 2015, attached hereto and incorporated herein as Exhibit "A", did recommend that the waterworks materials and supplies purchase contract be awarded to HB Jaeger Company, LLC at the total price of fifteen thousand five hundred fifty eight dollars and twenty cents (\$15,558.20), now, therefore

BE IT RESOLVED, that waterworks materials and supply purchase contract, attached hereto and incorporated herein as Exhibit "B", be and is hereby awarded to HB Jaeger Company, LLC in the amount of

EXHIBIT "A"



North Beach Water District

September 18, 2015

North Beach Water District
Board of Commissioners
25902 Vernon Avenue
PO Box 618
Ocean Park, WA 98640

Project: Water Works Materials and Supplies

Re: RECOMMENDATION OF AWARD

Dear Commissioners,

On August 24, 2015 the General Manager invited venders from its vender roster to submit quotes for waterworks materials and supplies.

On August 30, 2015 all quotes for the waterworks materials and supply quote were received.

The tabulation is as follows:

Vender	Amount
HD Fowler Company	\$17,320.74
Ferguson Waterworks	\$16,795.30
HB Jaeger Company, LLC	\$15,558.50
HD Supply Waterworks	\$16,743.24

The general manager determined that the quote from Ferguson Waterworks was unresponsive. The vender did not provide prices for all requested items.

The general manager determined that the all other vender quotes were responsive and that all venders were responsible.

The General Manger, based on a review of the submitted bids, recommends that the District Award a Purchase Contract to HB Jaeger Company, LLC for the Water Works Materials and Supplies in the amount of fifteen thousand five hundred fifty eight & twenty cents (\$15,558.20).

Sincerely,

William Neal,
General Manager, NBWD

Cc: Jack McCarty, NBWD Office Manager
NBWD Board of Commissioners
File

EXHIBIT "B"



Purchase Order

North Beach Water District

Date: 22-Sep-2015
 R.Q. #:
 P.O. #: 2015-09-02

Vendor: Todd Vaughn
 HB Haeger Company, LLC.
 2840 Black Lake BLVD. SW Suite B
 Tumwater, WA 98512
 360.539.7512
 toddv@hbjaeger.com

Ship to: Bill Neal - 360.244.0068
 North Beach Water District
 2217 272 Street
 Ocean Park, WA 98640
 360.665.4144

Shipping Method:	Shipping Terms:	Delivery Date:
Ground	FOB Ocean Park, freight prepaid	Friday, October 16, 2015

No.	Qty	Description	Job	Unit Price	Line Total
1	800	8 X 20 C-900 PVC Pipe (DR 18)	M&S	6.202	4,961.60
2	1	12"X8"X8" D.I. MJXFLXFL TEE L/ACC	M&S	273.800	273.80
3	2	12" MJ Gland Pack (G/B/N/GSKT.)	M&S	30.560	61.12
4	2	8" FLG PACK W/RR FULL FACE GSKT	M&S	13.460	26.92
5	1	12" D.I. MJ Plug L/ACC	M&S	87.240	87.24
6	1	12" PVC Stargrip Gland	M&S	79.590	79.59
7	6	8" MJXFL AFC 2500 R/W Gate Valve	M&S	740.113	4,440.68
8	6	8" MJ Gland Pack (G/B/N/GSKT)	M&S	20.370	122.22
9	1	6" MJXFL AFC 2500 R/W Gate Valve	M&S	478.760	478.76
10	1	6" MJ GLAND PACK (G/B/N/GSKT.)	M&S	18.110	18.11
11	2	8" FLXFL AFC 2500 R/W Gate Valve	M&S	768.433	1,536.87
12	2	8" FLG PACK W/RR FULL FACE GSKT	M&S	13.460	26.92
13	1	8" D.I. MJXMJ 90 DEG ELL L/ACC	M&S	92.490	92.49
14	2	8" MJ GLAND PACK (G/B/N/GSKT.)	M&S	20.370	40.74
15	2	8" D.I. FLXFL TEE L/ACC	M&S	273.795	547.59
16	6	8" FLG PACK W/RR FULL FACE GSKT	M&S	13.460	80.76
17	1	8"X6" D.I. FLXFL REDUCER L/ACC	M&S	125.600	125.60
18	1	6" FLG PACK W/RR FULL FACE GSKT	M&S	12.320	12.32
19	1	6" X 1'6" FLGXPE D.I. SPOOL L/ACC	M&S	170.910	170.91
20	5	910 18' VLV BOX TOP ONLY	M&S	39.530	197.65
21	5	910 "WATER" LID	M&S	14.118	70.59
22	2	3" X 1000' BLUE DETECT TAPE WATER	M&S	39.070	78.14
23	2	8"X6" D.I. MJXFL TEE L/ACC	M&S	128.225	256.45
24	4	8" MJ GLAND PACK (G/B/N/GSKT.)	M&S	20.370	81.48
25	2	6" FLG PACK W/RR FULL FACE GSKT	M&S	12.320	24.64
26	8	8" STARGRIP GLAND (MEGALUG)	M&S	39.988	319.90
27	2	8" D.I. BLIND FLG W/2" IP TAP	M&S	103.000	206.00

Subtotal	14,419.09
Sales Tax 7.9%	1,139.11
Total	15,558.20

Authorized By: _____ Date: _____

F.O.B. Destination, freight prepaid	Seller - Pays freight charges, bears freight charges, owns goods in transit, and files claims (if any)
F.O.B. Destination, freight collect	Buyer - Pays freight charges, bears Freight charges, owns goods in transit, and files claims (if any)
F.O.B. Destination, freight prepaid/charged	Seller - Pays freight charges, bears freight charges, owns goods in transit, and files claims (if any) Adds freight charges to Buyers Invoice
Will Call	Buyer - bears Freight charges, owns goods in transit

This Purchase Order subject to the terms and condisions located on the back of this document

**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 should be attached where applicable. Deliveries will be made 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 272nd 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

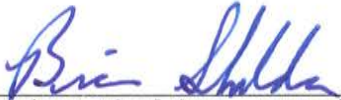
VENDER shall not advertise or publish without DISTRICT'S prior consent, the fact that DISTRICT has entered into this contract except to the extent necessary to comply with the proper requests for information from an authorized representative of the Federal, State, or local government.

20. Error

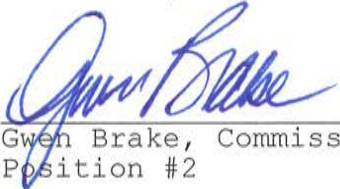
In case of error in calculating or typing, the quoted unit price will be used as the basis for any price corrections for this order.

fifteen thousand five hundred fifty eight dollars and fifty cents (\$15,558.50).

Adopted by the Board of Commissioners of North Beach Water District, Pacific County, Washington at its regular meeting held on the 21 day of September, 2015.



Brian Sheldon, Commissioner
Position #1



Gwen Brake, Commissioner
Position #2



Glenn Ripley, Commissioner
Position #3