

Commissioners Brian Sheldon – Gwen Brake – Glenn Ripley

April 18, 2014

Meeting Date:

April 21, 2014

Agenda Item:

5e - Resolution 11-2014 Authorizing the Purchase of AMR Meters and Appurtenances

Submitted By

Bill Neal

Recommended Action:

Approval of Resolution

Summary:

The District's Capital Improvement Budget for 2014 set \$130,000 for the installation of AMR meters. (see attached 2014 budget)

The District adopted a multi-year meter replacement program to replace 270 meters a year with AMR meters. (see attached Resolution 05-2012)

The District executed a Master Purchase Agreement with HD Supply. (see Attached agreement)

The general manager requested quotes for appurtenances to install meters. HB Jaeger was the lowest responsive and responsible bidder. (see attached bid tabulation)

The budget allows for the installation of $370 - 5/8 \times 3/4$ inch meters; and 5 -one inch meters; and 2 - 1.5 inch meters; and 3 - 2 inch meters in 2014.

The general manager recommends the Board approve the purchase and installation of accelerated meter plan in 2014.

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NORTH BEACH WATER DISTRICT

Commissioners Brain Sheldon - Gwen Brake - RD Williams

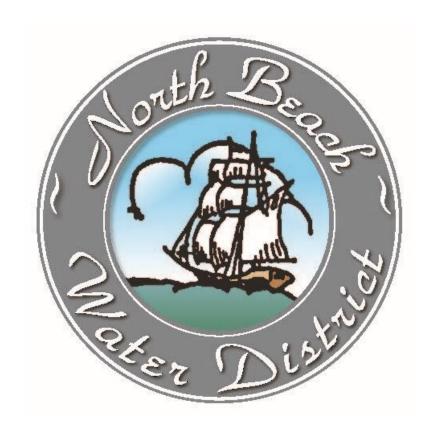
2014 OPERATING BUDGET



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MISSION STATEMENT

The mission of North Beach Water District is to provide highquality water for residential, commercial, industrial, and fire protection uses that meets or exceeds all local, state, and federal standards and to provide courteous and responsive service at the most reasonable cost to our customers.

INTRODUCTION

This document is the approved 2014 Operating Budget Report for North Beach Water District.

District History

In 2006, the North Beach Public Development Authority (NBPDA), predecessor to North Beach Water District (NBWD), acquired the Ocean Park Water Company and the Pacific Water Company. These two investor-owned public water systems were physically intertied and managerially combined into one water system, now operated by NBWD.

NBPDA secured two low-interest loans from the Washington State Public Works Trust Fund and a water revenue bond funded by the Cashmere Valley Bank for a total of 5.5 million dollars to purchase Ocean Park Water Company and Pacific Water Company and to intertie the two systems.

In March 2008, voters approved the formation of the NBWD and elected three commissioners. In January 2009, NBWD and NBPDA completed a transfer agreement whereby NBWD accepted all assets and liabilities of NBPDA.

Planning

In November 2008, the Department of Health approved the NBPDA Water System Plan (WSP). NBWD adopted the WSP in October 2008 by Resolution 19-2008. The purpose of the WSP is to:

- 1. To demonstrate that the water system has the financial, technical, and managerial capability to achieve and maintain compliance with all local, state, and federal laws and rules pertaining to public water systems.
- 2. Identify current and future infrastructure needs and plan to address those needs.
- 3. To demonstrate that the water system's water rights and its physical capacity are sufficient for current and future needs.
- 4. Establish eligibility for funding under the Drinking Water State Revolving Fund Program (WAC 246-296).

One of the elements of the WSP is the capital improvement schedule. The capital improvement schedule identifies capital improvement projects along with estimated costs that should be completed within the WSP's 6-year planning horizon.

The Board of Commissioners will consider capital improvement projects identified in the WSP (including any revisions) in making decisions developing annual operating budgets. Capital improvement projects identified in the WSP will have priority in funding during the budget development process.

The WSP will be reviewed annually to prioritize capital improvement projects and will be revised or amended as needed to address the current condition of the water system.

The preparation and adoption of an operating budget is essential for the management and financial administration of NBWD. As an enterprise utility, NBWD is similar to a commercial operation whose revenues and expenditures are subject to unforeseeable variables related to timing and level of customer service demand. Decisions made throughout the year by the Board of Commissioners and the General Manager are balanced between the need to satisfy service requirements and budgetary constraints.

NBWD service demand is influenced by how people use water, weather patterns, the economy, and growth. Budget objectives must therefore be structured to respond to fluctuating service demands.

NBWD budgeting forecasts are based on historical data, condition of infrastructure, state and federally mandated compliance requirements, and foreseeable increases in operational costs.

NBWD currently provides residential, commercial, and industrial water through a water production and distribution system valued at \$6,067,928. This investment includes eleven active wells, four reservoirs with a combined storage capacity of 700,000 gallons, two booster stations, and more than 25 miles of water mains. During 2014, it is forecasted that NBWD will deliver 12 million cubic feet of water to 2,674 customers.

OBJECTIVES

Special emphasis will be placed on accomplishing the following objectives during calendar year 2014.

- 1. To update the Water System Plan per WAC 246-290-100.
- 2. To complete a Rate Study in coordination with the Water System Plan.
- 3. To operate the water system in compliance with all rules and regulations that apply to public water systems operating in Washington State.
- 4. To provide customers with an uninterrupted supply of safe, high-quality, dependable, fairly priced water.
- 5. To provide courteous, prompt, and professional customer service at all times.
- 6. To improve billing, payment methods, and access to information and notices through the NBWD website.
- 7. To make fiscally responsible decisions that protect the sustainability of the water system.
- 8. To be watchful for opportunities to increase the economy and efficiency of the water system infrastructure.
- 9. To fairly and equitably apply the Rules and Regulations adopted in Resolution 12-2008 and subsequent amendments.
- 10. To develop NBWD's employee competence through certifications, training, and education programs.
- 11. To make all water system capital improvement decisions based on the Water System Plan.

ASSUMPTIONS

In preparing the 2014 Budget, the following assumptions were used:

- 1. Water rates will not increase in 2014.
- 2. The District will average 2,674 customers a month.
- 3. Water sales will be 11.95 million cubic feet (89,386,000 gallons).
- 4. Merit increases for eligible employees based upon performance are scheduled for review in January 2014 and are expected to be in the 2% range. A cost of living adjustment for employees will be about 1%. The Cost of Living Increase is based upon the Bureau of Labor Statics Consumer Price Index for the Seattle, Tacoma, and Bremerton area for October, released on November 15, 2013. Pending Board approval, the Cost of Living Increase will become effective January 1, 2014.

EXECUTIVE SUMMARY

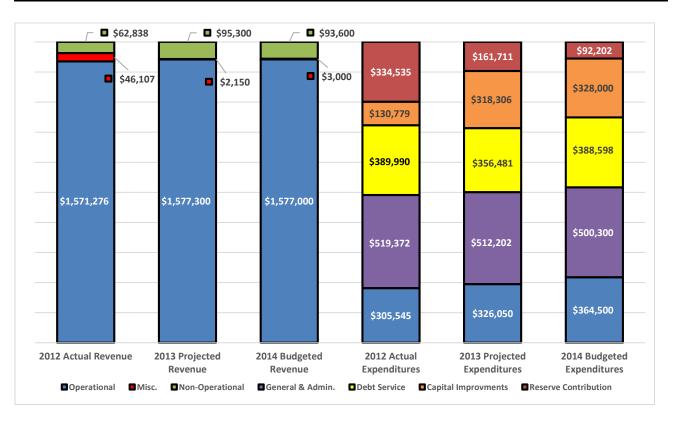
Table 1-1

Revenues

| Description | 2012 Actual | 2013 Projected | 2014 Budgeted |
|-------------------------|-------------|----------------|---------------|
| Operational Revenue | 1,571,276 | 1,577,300 | 1,577,000 |
| Non-Operational Revenue | 62,838 | 95,300 | 93,600 |
| Miscellaneous Revenue | 46,107 | 2,150 | 3,000 |
| Total Revenues | 1,680,221 | 1,674,750 | 1,673,600 |

Expenses

| Description | 2012 Actual | 2013 Projected | 2014 Budgeted |
|----------------------------------|-------------|----------------|---------------|
| Operations Expense | 305,545 | 326,050 | 364,500 |
| General & Administrative Expense | 519,372 | 512,202 | 500,300 |
| Debt Service Expense | 389,990 | 356,481 | 388,598 |
| Capital Improvements Expense | 130,779 | 318,306 | 328,000 |
| Reserve Contribution Expense | 334,535 | 161,711 | 92,202 |
| Total Expenses | 1,680,221 | 1,674,750 | 1,673,600 |



OPERATIONS ACCOUNT

All NBWD revenues and expenses are deposited into and dispersed from the Operations Account. NBWD revenues consist of base rates, metered water sales, new or transferring accounts, connection fees (facilities charges), management contracts, customer service billings, and interest earned on funds on deposit.

Table 1-1 (above) is a summary of the projected water operations revenues and expenditures compared with the previous years.

WATER REVENUES

Operational Revenue:

Base rates and metered water sales are NBWD's main source of revenue. The base rates are forecasted to be \$1,295,000 in 2014. Metered water sales are forecasted to be \$244,000 in 2014. New customer fees are forecasted to be \$8,000 in 2014. Delinquent/lock off fees are forecasted to be \$30,000 in 2014. Collection of delinquent accounts is the single most time-consuming task for the billing clerk and office manager. Our field staff is very involved in the collection of delinquent accounts also through door hangers and meter lock offs and unlocks. The District pays the Washington State Department of Revenue Business and Occupation taxes on Operational Revenue at the rate of 5.029% or approximately \$80,000 in 2014¹.

Non-Operational Revenues:

Non-Operational revenue is revenue that NBWD generates from sources not associated with the operation of the water system. Interest for funds on deposit is forecasted to be \$1,800 in 2014. Connection fees (Local and General Facility charges) for new services is forecasted to be \$15,000 in 2014. Contract management services with Surfside Homeowners Association are forecasted to be \$61,800 in 2014. Installation of customer valves and other services is forecasted to be \$15,000 in 2014. The District pays the Washington State Department of Revenue business and occupation taxes on Operational Revenue at the rate of 1.50% or approximately \$1,404 in 2014².

Miscellaneous Revenues:

On June 21, 2010, the District adopted Resolution 04-2010 that authorized an agreement with Peninsula F.I.S.H Emergency Services, Inc. in accordance with RCW 57.46. The agreement allows the District to participate in a program whereby NBWD customers may make voluntary contributions to assist low-income residential customers pay their water bills. This program is called the "Good Neighbor" program. Many of our customers make regular contributions to the Good Neighbor program. F.I.S.H. helps many NBWD low-income customers pay their water bills.

Miscellaneous revenues consist of the sale of scarp and surplus items and the collection of donations for the F.I.S.H. Good Neighbor program. The District does not pay the Washington State Department of Revenue any Business and Occupation taxes on miscellaneous revenues.

Table 1-2 (next page) identifies the major revenue categories and subheadings that constitute NBWD's total forecasted revenues and compares those revenues with the previous years.

¹ See Administration Expenses – Taxes, Fees, & Permits.

² See Administration Expenses – Taxes, Fees, & Permits.

Table 1-2

Operational Revenues

| Description | 2012 Actual | 2013 Projected | 2014 Budgeted |
|-----------------------------------|-------------|----------------|---------------|
| Base Rate Fees | 1,286,024 | 1,295,500 | 1,295,000 |
| Water Sales Fees | 238,996 | 244,000 | 244,000 |
| New Customer Fees | 24,382 | 7,800 | 8,000 |
| Delinquent Lock-off Fees | 19,430 | 30,000 | 30,000 |
| Other Fees | 2,474 | 0 | 0 |
| Total Operational Revenues | 1,571,276 | 1,577,300 | 1,577,000 |

Non-Operational Revenues

| Description | 2012 Actual | 2013 Projected | 2014 Budgeted |
|--------------------------------------|-------------|----------------|---------------|
| Interest On Funds On Deposit | 1,761 | 1,800 | 1,800 |
| Connection Fees | 0 | 0 | 15,000 |
| Surfside Management Contract | 60,000 | 60,000 | 60,000 |
| Surfside Reimbursements | 1,077 | 1,500 | 1,800 |
| Customer Service Charges | O | 32,000 | 15,000 |
| Total Non-Operational Revenue | 62,838 | 95,300 | 93,600 |

Miscellaneous Revenues

| Description | 2012 Actual | 2013 Projected | 2014 Budgeted |
|--------------------------------------|-------------|----------------|---------------|
| Miscellaneous Sales | 44,9723 | 1,200 | 2,000 |
| Good Neighbor | 1,135 | 1,000 | 1,000 |
| Total Non-Operational Revenue | 46,107 | 2,200 | 3,000 |
| Total Revenue | 1,680,221 | 1,674,800 | 1,673,600 |

OPERATIONAL EXPENDITURES

Field Payroll Expenses:

Field payroll includes wages and benefits for four (4) full time field employees.

Field employees are certified by the Washington State Department of Health to operate public water systems and water treatment plants. Your field employees receive continuing education in customer service and technical and mechanical operations of water systems.

³ Social Security Refund

Common Expenses:

Common expenses include vehicle operational costs, cell phones, equipment rental, equipment and tool purchases, safety equipment (i.e. signs, safety cones, safety training materials, safety compliance equipment such as eyewash and shower stations), and personal protective equipment (i.e. hard hats, gloves, boots, eye protection, ear plugs, high visibility clothing), general plant maintenance (i.e. light bulbs, paint, door locks), and other common expenses.

Distribution Expenses:

Distribution expenses include repair and replacement of service meters, meter boxes, check valves, and meter setters. Distribution expenses include the improvement, replacement, or repair of failed or damaged water mains. This budget item is very difficult to forecast. Water main repairs can be extensive or localized.

Production/Treatment Plant Expenses:

Production expenses include the purchase of electricity to operate equipment to pump, treat, store, and convey water to ratepayers. Production expenses also include maintenance and repair of water wells, and other infrastructure such as booster pumps, generators, air compressors, water reservoirs, and control valves.

The total operational expenses are forecasted to be \$364,500 in 2014.

Table 1-3 (below) identifies the payroll, common, distribution, production, and treatment expenses for 2014.

Table 1-3

Field Payroll Expenses

| Description | 2012 Actual | 2013 Projected | 2014 Budgeted |
|-------------------------------|-------------|----------------|---------------|
| Wages-Field | 159,443 | 165,000 | 172,000 |
| Taxes & Benefits - Field | 50,945 | 51,000 | 59,000 |
| Total Payroll Expenses | 210,388 | 216,000 | 231,000 |

Common Expenses

| Description | 2012 Actual | 2013 Projected | 2014 Budgeted |
|---------------------------------|-------------|----------------|---------------|
| Vehicle Fuel & Maintenance | 21,719 | 21,000 | 25,000 |
| Cellular Phones | 2,555 | 3,500 | 3,500 |
| Equipment Rental | 1,873 | 500 | 1,000 |
| Tools/Equipment Purchase | 2,440 | 8,000 | 5,000 |
| Safety Equipment & PPE | o | o | 5,000 |
| Maintenance – General | 5,698 | 11,000 | 10,000 |

| Other Common Expenses | 2,025 | 3,000 | 3,000 |
|------------------------------|--------|--------|--------|
| Total Common Expenses | 36,310 | 47,000 | 52,500 |

Distribution Expenses

| Description | 2012 Actual | 2013 Projected | 2014 Budgeted |
|------------------------------------|-------------|----------------|---------------|
| Meter/Service Box | 2,723 | 1,500 | 1,500 |
| Distribution Lines | 952 | 1,800 | 15,000 |
| Contract Labor | 0 | 1,200 | 1,500 |
| Other Distribution Expenses | 4,021 | 250 | 500 |
| Total Distribution Expenses | 7,696 | 4,750 | 18,500 |

Production/Treatment Plant Expenses

| Description | 2012 Actual | 2013 Projected | 2014 Budgeted |
|--|-------------|----------------|---------------|
| Electricity – Plant & Wellfield | 31,114 | 31,500 | 36,000 |
| Plant Maintenance | 329 | 3,000 | 1,000 |
| Well Maintenance | 3,377 | 8,000 | 10,000 |
| Booster Maintenance | 1,745 | 500 | 500 |
| Generator Maintenance | 7,935 | 5,500 | 4,000 |
| Treatment Plant Supplies | 1,724 | 1,200 | 2,500 |
| Water Quality Testing | 4,197 | 5,000 | 6,000 |
| Other Production/Treatment Plant Expenses | 730 | 3,600 | 2,500 |
| Total Production Expenses | 51,151 | 58,300 | 62,500 |
| Total Field Operations | 305,545 | 326,050 | 364,500 |

ADMINISTRATIVE EXPENSES

Administrative Payroll Expense:

Administrative payroll includes wages and benefit expenses for the general manager, office manager, and billing clerk(s). The general manager will not be not be receiving a merit or cost of living wage increase in 2014.

Office Expenses:

Office expenses include purchases of office supplies, computers and software maintenance, technical services, billing expenses, telephone service, public relations, office space rental, office machine rental, office utilities, and other office related expenses.

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Professional Expenses:

Professional expenses include payments made to professionals such as lawyers, engineers, accountants, and other professional service providers.

Other Expenses:

Other expenses include dues and subscriptions to professional associations, travel and education for commissioners and employees, insurance, taxes and fees, and miscellaneous other costs.

The total Administrative Expenses are forecasted to be \$500,300 for 2014.

Table 1-4 (below) provides a summary of the General and Administrative expenses for 2014.

Table 1-4

Administrative Payroll Expenses

| Description | 2012 Actual | 2013 Projected | 2014 Budgeted |
|--------------------------------------|-------------|----------------|---------------|
| Office Wages | 83,834 | 77,500 | 72,500 |
| General Manager Wages | 80,000 | 80,000 | 80,000 |
| Surfside Management | 24,000 | 24,000 | 24,000 |
| Employment Taxes and Benefits | 37,021 | 36,000 | 38,500 |
| Total Admin. Payroll Expenses | 224,855 | 217,500 | 215,000 |

Office Expenses

| Description | 2012 Actual | 2013 Projected | 2014 Budgeted |
|-------------------------|-------------|----------------|---------------|
| Office Supplies | 13,296 | 9,500 | 12,000 |
| Computer Expense | o | 4,500 | 4,500 |
| Technical Services | 4,894 | 300 | 1,000 |
| Billing Supplies | 28,169 | 26,000 | 27,000 |
| Office Telephones | 8,204 | 7,500 | 8,000 |
| Public Relations | 3,484 | 4,000 | 3,000 |
| Office Rent | 15,600 | 15,600 | 15,600 |
| Office Machine Rental | 5,941 | 10,500 | 10,500 |
| Electricity - Office | 1,528 | 1,650 | 1,700 |
| Other Office | 1,364 | 24,000 | 1,500 |
| Total Office Expenses | 82,480 | 103,550 | 84,800 |

Professional Services Expenses

| Description | 2012 Actual | 2013 Projected | 2014 Budgeted |
|------------------------------|-------------|----------------|---------------|
| Meter Readers Services | 22,700 | 23,250 | 20,000 |
| Engineering Services | 456 | 0 | 1,000 |
| Legal Services | 23,140 | 20,000 | 20,000 |
| Accounting Services | 24,284 | 8,000 | 8,000 |
| Other Professional Services | o | 1,500 | 1,500 |
| Total Pro. Services Expenses | 70,580 | 52,750 | 50,500 |

Other Services Expenses

| Description | 2012 Actual | 2013 Projected | 2014 Budgeted |
|--|-------------|----------------|---------------|
| Dues & Subscriptions | 5,239 | 4,895 | 3,500 |
| Commissioner Education & Travel | 11,647 | 7,000 | 4,000 |
| Employee Education & Travel | o | 0 | 8,000 |
| Liability Insurance | 30,993 | 31,907 | 34,500 |
| Taxes, Fees & Permit | 83,001 | 87,000 | 90,000 |
| Other Services | 1,233 | 150 | 1,000 |
| Commissioner Compensation | 7,716 | 6,500 | 8,000 |
| Good Neighbor | 1,628 | 950 | 1,000 |
| Total Other Services Expense | 141,457 | 138,402 | 150,000 |
| Total Admin. Expenses | 519,372 | 512,202 | 500,300 |

DEBT SERVICES EXPENSES

Debt services include payment of loans and bonds that funded the initial purchases and subsequent improvements for the water systems that are NBWD. The loans and bonds payments due in 2014 are:

Public Works Trust Fund Loan # 117

- o Balance on August 1, 2013 \$684,210.52
- o Payment made on August 1, 2013—\$56,052.63
 - \$52,631.58 Principal
 - \$3,421.05 Interest
- o Balance on August 2, 2013 \$631,578.94
- o Payment due on August 1, 2014 \$56,052.63
 - \$52,894.74 Principal
 - \$3,157.89 Interest
- o Balance on August 2, 1214—\$578,684.20

Public Works Trust Fund Loan # 129

- o Balance on August 1, 2013 \$684,210.52
- o Payment made on August 1, 2013—\$56,052.63
 - \$52,631.58 Principal
 - \$3,421.05 Interest
- o Balance on August 2, 2013 \$631,578.94
- o Payment due on August 1, 2014 \$56,052.63
 - \$52,894.74 Principal
 - \$3,157.89 Interest
- O Balance on August 2, 1214—\$578,684.20

Cashmere Valley Bank Bond—The Cashmere Valley Bank Bond was retired in June, 2013 with funds the District issued from a water revenue bond.

- O Payments made in 2013:
 - \$119,808 principle and interest payment on June 1, 2013.
 - \$2,631,746.46 Loan Payoff on June 25, 2013.

Water Revenue Bond—in 2013 the District issued a Water Revenue and Refunding Bond. The Bond proceeds included a par amount of \$3,600,000 and a premium of \$214,119.10 for a total of \$3,814,119.10.

The District used the money to:

- o Retire the Cashmere Valley Bank Bond \$2,631,746.46;
- o Create a Special Project Account \$1,135,752.64;
- o Cost of issuance \$25,775.00;
- o Underwriter's Discount \$19,980.00;
- Addition to bond reserve fund \$865.00.

Water Revenue Bond Debt Service History:

- o December 1, 2013 \$119, 776
 - \$65,000 Principal
 - \$54,766.83 Interest.
- o December 2, 2013 Balance \$3,535,000
- o December 1, 2014 \$271,060.
 - \$145,000 Principal
 - \$126,060 Interest
- o December 2, 2014 Balance \$3,390,000

BIAS Software

- o Balance at the start of 2014—\$14,256
- o Payments made in 2014—\$4,532
- o Balance at the end 2014—\$9,724

The total debt service expenses are forecasted to be \$388,598 for 2014.

Table 1-5 (Below) provides a summary of the Debt Service expenses for calendar year 2014.

Table 1-5

Debt Service Expenses

| 2014 Budgeted | 2013 Projected | 2012 Actual | Description |
|---------------|----------------|-------------|------------------------------------|
| 56,503 | 56,053 | 56,316 | PWTF Loan #117 Expense |
| 56,503 | 56,053 | 56,316 | PWTF Loan #129 Expense |
| o | 119,808 | 257,358 | Cashmere Valley Bond Expense |
| 271,060 | 119,767 | o | Water Revenue Bond Expense |
| 4,532 | 4,800 | 0 | Bias Software Expense |
| o | o | 0 | DWSRF Loan #121 Expense |
| 0 | 0 | 0 | DWSRF Loan #129 Expense |
| o | o | 20,000 | PWTF WSP Loan Expense |
| 388,598 | 356,481 | 389,990 | Total Debt Service Expenses |

CAPITAL OPERATIONS AND IMPROVEMENTS

Capital Operations expenditures are for tools, vehicles, maintenance equipment, planning, and feasibility studies needed to maintain reliable and quality operations of NBWD infrastructure and customer service.

Capital Improvements for 2014 are:

AMR Meter Installation. The District started installing radio read (AMR) meters in 2010. These meters have a transmitter that sends the read via radio frequency to a data collector automatically. The benefit of these meters is that they are more accurate, can be read in a fraction of the time of manual read meters, are much safer for District staff (avoiding bee stings, dog bites, and traffic hazards), and will save the District money for meter reading. The District has installed 822 AMR meters to date. We are anticipating the installation of 350 AMR meters in 2014. The District is planning to replace all manual read meters with AMR meters by December 2017.

245th Street Water Main Project.

In September of 2013 the District, through an interagency agreement with the Pacific County Department of Public Works, installed an 8-inch water main in the Pacific County Right-of-way along the south side of 245th Street starting at U Street and proceeding west to and across P Street at a forty five degree angle to the northwest and across the intersection and proceeding at a forty five degree angle at a southwest angle to proceed west on the north side of 245th Street from P Street to the east side of SR 103. The District has a water main on the west side of SR 103 and the east side of U Street. In 2014 the District will complete 245th Street Water Main Project through the small works construction project. The scope of the work will include two hot taps into existing water mains. Crossing a state highway and a county road. Flushing, disinfecting and pressure testing the water main. This water main will greatly improve the water quality, pressure and flow to customers in Rushlight, Sunset Sands, Ridgewood, and on 227th.

227th Lane Water Main Extension. In July, 2013 the Board of Commissioners adopted Resolution 18-2013 – Board Policy "Customer Generated Infrastructure". The 227th Lane Water Main Extension is the first project to be completed under the new policy. Several property owners on 227th Lane requested water service to their properties. The new policy allows the District to install the water main and the property owners to pay for the water main by paying a local facility charge as they connect to the water system. The project will likely be contracted in December of 2013. The work will likely be completed in late December or early January. Payment for the work will most likely be made in January 2014.

Water System Plan. Washington Administrative Code (WAC) 246-290-100(1) requires all public water systems to demonstrate the system's operational, technical, managerial, and financial capability to achieve and maintain compliance with local, state, and federal plans and regulations and demonstrate how the water system will address present and future needs in a manner consistent with other plans and local, state, and federal laws, including land use plans.

WAC 246-290-100(3) states that the water system will develop comprehensive water system plans to demonstrate compliance with the above requirements.

WAC 246-290-100(9) states that water system plans will be updated every 6 years.

The District's current water system plan was completed in 2008. An updated water system plan is required in 2014.

Rate Study. The last rate study prepared by the District expired in 2012. The Board of Commissioners did not increase water rates in 2013 and it is anticipated they will not increase rates in 2014.

Washington state requires water system plans be updated every six years. Financial planning for funding capital improvements is an essential element of the water system plan. The Board of Commissioners has determined it would be advantageous to prepare a Rate Study congruent with the updated water system plan.

The Rate Study will establish a blueprint for achieving strong financial performance, excellent credit ratings, and the highest level of water service through fair and reasonable rates.

Rate Study priorities will be: 1. Financial, technical, and managerial continuity; 2. Regulatory compliance; and 3. Ratepayer sensitivity.

Due to recent developments in the courts and legislature⁴ the District must evaluate the way it bills for the cost of providing water for fire protection. A significant portion of the District's infrastructure is needed to provide fire hydrants and water at sufficient volume and pressure so that Fire District Number 1 may effectively fight residential and commercial fires within North Beach Water District's boundaries. All properties within the District benefit from the District's "fire flow" infrastructure but the cost to install and maintain that infrastructure is borne by the ratepayers only. The Rate study will consider how to equitably apportion the cost of providing and maintaining fire flow infrastructure to all benefited properties within the District.

5-Yard Dump Truck. The Board of Commissioners has identified vehicles and equipment the District will need to effectively and efficiently operate the water system. A 5 yard dump truck is one of the vehicles

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 $^{^4}$ Lane v. City of Seattle, 164 Wn.2d 875 (2008) - City of Tacoma v. City of Bonney Lake, 173 Wn.2d 584,592 (2012) - Substitute House Bill (SHB) 1512 (63 $^{\rm rd}$ legislature 2013 Regular Session).

identified. The dump truck will be used by the crews to transport crushed rock, sand, and equipment to job sites where installation or repair of water main infrastructure is taking place. The District will be shopping for a late model, used dump truck with a GVWR of 26,000 lbs.

Incident Response Trailer. The District's crews respond to water main breaks at all times of the day and night. Employee safety is of the highest concern. Repairs conducted at night require lighting. Other equipment and tools needed are trash and dewatering pumps, traffic safety signage and cones, portable electric power, personal protective equipment, and various hand tools and electric tools. It is also important to have chemicals for disinfecting the repaired water main prior to restoring water service on hand. Restoring water service in the shortest time possible while maintaining all safety measures is the priority for the District during water main break events. In order to respond in the most efficient manner, forward thinking and planning are required. To that end, the District will be purchasing and equipping an incident-response trailer.

The total capital improvement expenses for 2014 are projected to be \$333,000.

Table 1-6 (below) provides a summary of Capital Operations and Improvements for 2013 and previous years.

Table 1-6
Capital Improvements

| Description | 2012 Actual | 2013 Projected | 2014 Budgeted |
|---|-------------|----------------|---------------|
| AMR Meter Replacements | 50,050 | 127,081 | 130,000 |
| AMR Meter Reading Equipment | 0 | 11,244 | 0 |
| Land and Improvements | 12,545 | 66,216 | O |
| Revenue Bond Cost of Issuance | | 25,775 | o |
| Replacement of Tractor Mower | 16,264 | o | 0 |
| Filtration Evaluation | 35,916 | o | 0 |
| Distribution Improvements | 16,004 | 10,000 | 0 |
| Software Training | 0 | 7,000 | 0 |
| Vacuum Excavator | 0 | 16,615 | 0 |
| 245 th Water Main Project | | 54,375 | 20,000 |
| 227 th Lane Water Main Extension | | | 35,000 |
| Water System Plan | 0 | o | 61,000 |
| Rate Study | 0 | o | 30,000 |
| 5-Yard Dump Truck | 0 | o | 40,000 |
| Incident Trailer w/equipment | 0 | o | 12,000 |
| Total Capital Operations Expenses | 130,779 | 318,306 | 333,000 |
| Capital Reserve Contribution | 334,535 | 161,711 | 92,202 |

OPERATION AND RESERVE ACCOUNTS

NBWD maintains five operation and reserve accounts. These accounts are managed by the Pacific County Treasurer. The accounts and the maintenance of the accounts are authorized by Resolution 08-2012. The accounts are:

- o Operation Account—Maintained at \$50,000.
- Operation Reserve Account—Maintained between \$400,000 and \$450,000.
- o Capital Reserve Account—No maintenance balance.
- o Water Revenue Bond Debt Reserve Account—Balance maintained at \$275,965.
- o Debt Reserve Account—\$32,500 is deposited each month in the account. Payments to bonds and loans identified in the Debt Service category are made from this account as they become due.

Capital Reserve Contribution. NBWD budgets money to be set aside each year as a capital reserve. Capital reserves are used to replace failed infrastructure and assets. The capital reserve contribution is forecasted to be \$92,202 for 2014.

Table 1-8 (below) provides a summary of forecasted balances of those accounts on January 1, 2014 compared to the forecasted balances for January 1, 2015.

Table 1-8

| Account | Forecasted Balances for 01/01/2014 | Forecasted Balances for 01/01/2015 |
|--------------------------------------|------------------------------------|------------------------------------|
| Operation Account | \$50,000 | \$50,000 |
| Operation Reserve Account | \$400,000 | \$400,000 |
| Capital Reserve Account | \$663,000 | \$719,000 |
| Revenue Bond Debt Reserve Account | \$276,000 | \$276,000 |
| Debt Reserve Account | \$82,000 | \$82,000 |
| Revenue Bond Reserve Account | \$1,003,000 | \$1,003,000 |
| Total | \$2,474,000 | \$2,530,000 |

WATER RATES

The Board of Commissioners reviews rates on an annual basis. Unless otherwise acted upon by the Board, there will be no rate increases in 2014. The General Manager recommends rates remain unchanged for 2014 as the forecasted revenue for 2014 is adequate to meet the District's forecasted needs, including a modest capital reserve contribution for 2014.

NORTH BEACH WATER DISTRICT PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 05-2012

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF NORTH BEACH WATER DISTRICT, PACIFIC COUNTY, WASHINGTON, ENTER INTO A MASTER PURCHASE AGREEMENT FOR THE PURCHASE OF WATER METERS.

WHEREAS, the Board of Commissioners of North Beach Water District approved a pilot program to install AMR (radio read) service meters at a special meeting on the 9th of April 2010; and

WHEREAS, the pilot program was completed and there are 250 AMR meters installed and operating satisfactorily; and '

WHEREAS, The Board of Commissioners desires to replace the balance of the aging service meters with AMR meters at the rate of 250 meters per year for nine (9) years (replacement period); and

WHEREAS, the Board of Commissioners desires to secure the most advantageous price and terms for the duration of the replacement period; now, therefore

BE IT RESOLVED by the Board of Commissioners of North Beach Water District as follows:

The Board of Commissioners of North Beach Water District that the Master Purchase Agreement with HD Supply Waterworks attached as Exhibit A to this Resolution, is approved and the General Manager is authorized to execute the agreement.

ADOPTED by the Board of Commissioners of North Beach Water District, Pacific County, Washington, at its regular meeting held on the 23th day of January, 2012.

| Gwen Brake, Commissioner | R D Williams, Commissioner |
|-----------------------------|----------------------------|
| Brian Sheldon, Commissioner | |

Page **1** of **1**

Exhibit "A"



Master Purchase Agreement

HD Supply Waterworks, Ltd.

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Appendix A Material Supply

Exhibit A-1 Material Supply Summary

Appendix B Warranty

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Master Purchase Agreement

This Master Project Agreement (as hereinafter defined, this "Agreement") dated as of _______, 2011 between HD Supply Waterworks, Ltd. a limited partnership consisting of HD Supply Waterworks Group, Inc. (Limited Partner) and HD Supply GP & Management, Inc. (General Partner) (as hereinafter defined, "HD Supply Waterworks"), and North Beach Water District (as hereinafter defined, "Client").

- 1. Purpose and Scope: The Agreement is a Master Purchase Agreement to provide certain materials to Client. HD Supply Waterworks agrees to undertake the necessary actions as specified in this Agreement, and Client agrees to take all actions that are identified in this Agreement and to pay HD Supply Waterworks in the manner contemplated by this Agreement. This Agreement consists of the text set forth herein and the text set forth in each Appendix to this Agreement that is executed and delivered by the Parties. The Appendices checked below are the only Appendices that have been executed and delivered by the Parties as part of this Agreement (provided, however, that Exhibits that are part of a stated Appendix also shall be part of this Agreement):
 - [X] <u>Appendix A</u>—Material Supply
 - [X] Appendix B--Warranty
- **2. Definitions and Terminology:** When used in this Agreement or in any of its attachments, the following capitalized terms shall have the respective meanings as follows:
 - "Agreement" shall mean this Master Purchase Agreement, to include all Appendices and Exhibits.
 - "AWWA" shall mean the American Water Works Association
 - "AMR" shall mean Automatic Meter Reading
 - "Client" shall mean North Beach Water District.
- "Factory Installation Recommendation" shall mean guidelines for installation procedures given by the manufacturer of the equipment.
- "Force Majeure" shall mean conditions beyond the reasonable control, or not the result of willful misconduct or negligence of the Party, including, without limitation acts of God, storms, extraordinary weather, acts of government units, strikes or labor disputes, fire, explosions, thefts, vandalism, riots, acts of war or terrorism, non-price related unavailability of Project Materials and Supplies, and unavailability of fuel.
- "<u>Hazardous Materials</u>" are any materials, substances, chemicals, and wastes recognized as hazardous or toxic (or other interchangeable terms of equal meaning) under applicable laws, regulations, rules, ordinances, and any governmental or authoritative body having jurisdiction over the execution of this Agreement and its attachments.
- "HD Supply Waterworks" shall mean HD Supply Waterworks, Ltd., a limited partnership, together with its successors.
- "<u>Material Supply Contract</u>" shall mean the Supply of specific material pricing, as well as material attached to this Agreement as <u>Appendix A</u>, but only to the extent that the Parties have executed and delivered such <u>Appendix A</u>.
- "Manufacturer Defect" shall mean any fault or defect in materials or workmanship that manifests itself during the Warranty Period and is covered by the manufacturer's warranty.
 - "Manufacturer's Warranty Period" shall have the meaning set forth in Appendix B to this Agreement.
 - "Party" shall mean either HD Supply Waterworks or Client.

"Project" shall mean the sale and delivery of meters as specified in Appendix A to the District for use by the District customers of customers of water system that are operated and maintained by the District. HD Supply Waterworks shall sell and supply to the Project Materials and Supplies.

"Project Materials and Supplies" shall mean the materials and equipment specified in Appendix A.

"<u>RF</u>" shall be interchangeable with the term Radio Frequency.

"State" shall mean the State of Washington in which Client is bound to execute the awarded Project.

"Third Party" shall mean a person or entity other than Client or HD Supply Waterworks.

"<u>Utility Service Area</u>" shall mean the geographic area where the Project will be installed and the Work (and, if applicable, the Services) will be performed by **North Beach Water District**. This geographic area shall be specifically defined as the **North Beach Water District's Water System Service Area** and any other geographic areas including the **North Beach Water District's Water System Service Area** water distribution system that HD Supply Waterworks, in its discretion, shall approve in writing for inclusion in the Utility Service Area.

"Warranty Period" shall have the meaning set forth in Appendix B to this Agreement.

- 3. <u>Term:</u> The term of this agreement commences on the effective date hereof and extends through December 31, 2021. Notwithstanding the foregoing, either party may terminate this Agreement and the Services and Work described herein by giving the Client sixty (60) days prior written notice of its termination of this Agreement.
- **4. Pricing:** The pricing is firm from commencement of this contract and shall be valid until client is provided with notice of a price change. Any price change shall be effective thirty (30) days after the date of said notice. Any orders less than \$20,000 will be subject to shipping fees. HD Supply Waterworks will only raise prices when it receives a global price increase from Neptune Technology Group, Inc. for the products identified in Appendix A-1. The price increase will not be greater than the global price increase identified by Neptune Technology Group, Inc. Client will be provided notice, not less than 30 days, to place an order prior to the price increase effective date.
- 5. <u>HD Supply Waterworks' Responsibility</u>: HD Supply Waterworks shall provide Project Materials and Supplies, and do all other Work as described in this Agreement. Any Work beyond the scope of the Work agreed to herein shall not be considered as part of this Agreement. There shall be no implied or verbal agreements between the Parties relating to the subject matter of this Agreement.
- 6. <u>Client's Responsibility</u>: Client shall be responsible for cooperating with HD Supply Waterworks, providing accurate information in a timely manner, and making payment per agreement requirements for Project Materials and Supplies furnished. Client shall designate a representative who will be fully acquainted with the Work and will be reasonably accessible to HD Supply Waterworks and will have the authority to make decisions on behalf of Client. Client shall provide to HD Supply Waterworks all information regarding legal limitations, utility locations and other information reasonably pertinent to this Agreement and the Project. Client shall be required to give prompt notice should it become aware of any fault or defect in the Project or any related information provided.
- 7. <u>Default of Client</u>: The following events shall be considered events of Default of Client: (a) The failure of Client to make payments to HD Supply Waterworks in accordance with the terms of this Agreement; (b) any representation or warranty provided by Client that proves to be materially false or misleading when made; (c) any material failure of Client to comply with or perform according to the terms of this Agreement or to correct such failure to perform within any cure period specified in this Agreement. If an event of Default by Client occurs, HD Supply Waterworks will exercise any and all remedies available to it under this Agreement.

- 8. Default of HD Supply Waterworks: The following events shall be considered events of default on the part of HD Supply Waterworks: (a) failure of HD Supply Waterworks to provide equipment and supplies in accordance with the provisions and specifications of this Agreement, (b) the failure of HD Supply Waterworks to deliver its Work and Services free and clear of any lien or encumbrance by any subcontractor, laborer, material man, or other creditor of HD Supply Waterworks, (c) any representation or warranty (other than a warranty as contemplated by Section 11 of this Agreement) provided by HD Supply Waterworks proves to be materially false or misleading when made, (d) any material failure of HD Supply Waterworks to comply with or perform according to the terms of this Agreement or to correct such failure to perform within any cure period specified in this Agreement. In the event of default by HD Supply Waterworks, Client may exercise any and all remedies available to it under this Agreement.
- **9.** Insolvency: In the event that either Party becomes insolvent or makes an assignment for the benefit of creditors or is adjudicated bankrupt or admits in writing that it is unable to pay its debts, or should any proceedings be instituted under any state or Federal Law for relief of debtors or for the appointment of a receiver, trustee, or liquidator of either Party, or should voluntary petition in bankruptcy or a reorganization or any adjudication of either Party as an insolvent or a bankrupt entity be filed, or should an attachment be levied upon either Party's equipment and not removed within five (5) days therefrom, then upon the occurrence of any such event, the other Party shall thereupon have the right to cancel this Agreement and to terminate immediately all work hereunder without further obligation.
- 10. <u>Taxes, Permits, and Fees</u>: Client shall be responsible for obtaining all permits and related permit fees associated with the Project. Client shall pay sales, use, consumer, and like taxes, when applicable. Client shall be responsible for securing at its sole expense any other necessary approvals, easements, assessments, or required zoning changes. Client shall be responsible for personal property taxes and real estate taxes on the Project.
- 11. <u>Warranty</u>: The warranty shall be provided by the manufacturer of Project Materials and Supplies and shall be as set forth in <u>Appendix B</u>.
 - **12. Indemnity:** Subject to Sections 14 and 15 of this Agreement:
- (a) Except as otherwise expressly provided in Section 12(b) below, Client assumes all liability and risk associated with the use, operation, and storage of the Project Materials and Supplies and for property damage, injuries, or deaths associated with or arising out of the use and operation of the Project unless said damage, injury, or death is the direct result of negligence in behalf of HD Supply Waterworks, its employees, and agents.
- (b) HD Supply Waterworks shall indemnify Client, Agent's, and employees against claims of subcontractors or material men hired by HD Supply Waterworks for Work relating to the Project as described in the following sentence. HD Supply Waterworks and Client agree that HD Supply Waterworks is responsible only for damages that result from the intentional misconduct or the negligent act or omission of HD Supply Waterworks or its subcontractors.
- 13. <u>Safety</u>: It shall be the responsibility of Client, to assure that the sites controlled by the **North Beach Water District** at which HD Supply Waterworks is expected to make deliveries are safe sites.
- 14. <u>Liability and Force Majeure</u>: HD Supply Waterworks' liability under this Agreement shall not exceed the amounts listed in its primary general comprehensive policy limits mandated in Section 15. Neither HD Supply Waterworks nor Client shall be responsible to each other for any indirect, consequential, or special damages resulting in any form from the Project. Neither HD Supply Waterworks nor Client shall be responsible to each other for injury, loss, damage, or delay that arise from Force Majeure. HD Supply Waterworks shall not be responsible for any equipment or supplies other than Project Equipment and Supplies.

15. <u>Insurance</u>:

- (a) During the Term of this Agreement HD Supply Waterworks shall maintain insurance as follows:
 - (1) workers' compensation insurance (or self-insurance) in accordance with applicable law;
 - (2) Comprehensive general liability insurance, \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - (3) Motor vehicle liability insurance, \$1,000,000 per accident.

Such coverage may be provided under primary and excess policies.

- (b) Client shall assume full responsibility for any risk of loss except to the extent that (1) the damages are the result of negligence, failure to act, or willful or intentional act of HD Supply Waterworks as provided in Section 12(b) above, or (2) the loss is covered by the insurance contemplated by Section 15(a) above.
- 16. Hazardous Materials: The Project and the Work expressly excludes any Work or Services of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of Hazardous Materials or substances. Client warrants and represents that, to the best of Client's knowledge, there is no asbestos or other hazardous materials in the Project premises in areas that HD Supply Waterworks shall be required to make deliveries that in any way will affect HD Supply Waterworks' ability to complete the Project. If HD Supply Waterworks is made aware or suspects the presence of Hazardous Materials, HD Supply Waterworks reserves the right to stop work in the affected area and shall immediately notify Client. It shall remain Client's responsibility to correct the condition to comply with local and federal standards and regulations. Client shall remain responsible for any Claims that result from the presence of the Hazardous Materials.
- Project as a consequence of Force Majeure or failure of Client to perform its obligation that prevents HD Supply Waterworks or its agents from performing work, then HD Supply Waterworks will notify Client in writing of the existence of delay and the nature of the delay. Client and HD Supply Waterworks will then mutually agree upon any new completion dates. Nothing in the foregoing sentence shall be deemed to relieve Client from its obligation to provide HD Supply Waterworks and its subcontractors reasonable and safe access to facilities that are necessary for HD Supply Waterworks to complete the Work, nor delay of payment for materials and services previously provided.
- 18. Quality of Materials: HD Supply Waterworks will supply the Project Materials and Supplies specified in Appendix A. Where brand names and part numbers are specified HD Supply Waterworks will supply the items listed in Appendix A unless specified items are unavailable or discontinued. In this instance HD Supply Waterworks will work with Client to choose a substitute. Where brand names are not specified, HD Supply Waterworks will choose Project Materials and Supplies that are within industry norms and standards. Should Client require Project Materials and Supplies with specific requirements, Client should make these specifications known in a timely manner. Examples of Client specific requirements include but are not limited to country or state of origin, union manufactured, specific brand, or manufacturing process.
- 19. <u>Legal Governance</u>: The laws of the State of Washington shall govern this Agreement and the relationship of the Parties contemplated hereby.

20. <u>Dispute Resolution</u>:

- (a) The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either Party may initiate negotiations by providing written notice to the other Party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within three business days from receipt with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by these negotiations within 15 business days following the date of the initial written notice, the matter will be submitted to mediation in accordance with Section 20(b) below.
- (b) Except as provided herein, no civil action with respect to any dispute, claim, or controversy arising out of or relating to this Agreement may be commenced until the Parties have attempted in good faith to resolve the matter through a mediation proceeding, under the mediation procedure of the CPR Institute for Dispute Resolution ("CPR"), JAMS/Endispute, the American Arbitration Association ("AAA"), or as otherwise agreed upon by the Parties. Either Party may commence mediation by sending a written request for mediation to the other Party, within 45 business days following the expiration of the 15-business day period under subsection (a) above, setting forth the subject of the dispute and the relief requested. Unless the Parties agree otherwise in writing, a single mediator shall conduct the mediation, and the mediator shall be selected from an appropriate CPR, JAMS/Endispute, AAA or other panel as agreed upon by the Parties. The mediation shall be conducted in the county of the State in which Client has its principal office. Each Party may seek equitable relief prior to or during the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither Party may commence a civil action with respect to the matters submitted to mediation until after the completion of the internal mediation session, or 45 days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the Parties so desire.

- (c) The Parties further agree that in the event any dispute between them relating to this Agreement is not resolved under Section 20(a) or (b) above, exclusive jurisdiction shall be in the trial courts located within the county of the State in which Client has its principal office, any objections as to jurisdiction or venue in such court being expressly waived. In the event of a breach or threatened breach by Client of this Agreement, HD Supply Waterworks in its sole discretion may, in addition to other rights and remedies existing in its favor and without being required to post a bond or other security, apply to any court for specific performance and/or injunctive or other relief in order to enforce, or prevent the violation of, this Agreement. BOTH CLIENT AND HD SUPPLY WATERWORKS HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATIONS, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT THEREOF.
- (d) All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State or any other jurisdiction) that would cause the application hereto of the laws of any jurisdiction other than the laws of the State.
- 21. Attorney's Fees: In the event of any litigation between the Parties hereto arising from or with respect to this Agreement, the breach of any warranty, representation or breach of any other terms hereof, and/or the performance of the obligations hereunder, the losing Party shall pay all costs and expenses incurred by the prevailing party in connection with such litigation, including but not limited to reasonable fees and costs of attorneys, accountants and experts, whether incurred at the pre-trial, trial or appellate levels, and/or bankruptcy or other creditors rights' proceedings.
- **22.** <u>Assignability</u>: Client may not assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without HD Supply Waterworks' prior written consent.
 - 23. <u>Notices:</u> All notices and communications related to this Agreement shall be made in following address:

If to Client: North Beach Water District

William Neal – General Manager 25902 Vernon Avenue, Suite C

PO Box 618

Ocean Park, WA 98640-0618

If to HD Supply Waterworks: HD Supply Waterworks

Jered Lindstrom Product Specialist Mobile: 360.600.7603 Fax: 877.487.4944

E-Mail Address: <u>Jered.Lindstrom@hdsupply.com</u>

- **24.** Binding Effect: Each of Client and HD Supply Waterworks represents and warrants to the other that this Agreement has been duly executed and delivered by such Party and constitutes a valid and binding agreement of such Party enforceable against such Party, its successors and assigns in accordance with its terms.
- **25. Modifications:** This Agreement shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed and agreed to by both HD Supply Waterworks and Client.
- **26. Severability:** Any term or provision found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.
- **27.** Other Public Entities: HD Supply Waterworks agrees to extend prices, terms and conditions herein to other public entities to the extent permitted by law.

E-6

| INT | WITNESS WHEDEO | E the Dortice | have avacuted the | ia A araamant aa | of the days | and waar first | aharra remittan |
|-----|----------------|----------------|-------------------|------------------|--------------|-----------------|-----------------|
| LIN | WITNESS WHEREO | t, the Parties | nave executed thi | is Agreement as | of the day a | ana year nrst i | above written. |

| By: |
|-------------------------------------|
| Printed Name: |
| Printed Title |
| |
| "CLIENT" NORTH BEACH WATER DISTRICT |
| By: |
| Printed Name: |
| Printed Title_ |

"HD SUPPLY WATERWORKS, Ltd" HD SUPPLY WATERWORKS, LTD



Appendix A

Material Supply Contract

Provider: HD Supply Waterworks, Ltd. ("HD Supply Waterworks")

Client: North Beach Water District

This Material Supply Contract (the "Material Supply Contract") is an Appendix to the Master Purchase Agreement of even date herewith (the "Master Purchase Agreement") concerning the Project referenced in the Master Purchase Agreement.

- **1.** <u>Summary of Work.</u> The Summary of Work for the Project contemplated by the Master Purchase Agreement consists of providing Project Materials and Supplies as listed in Exhibit A-1.
- **2. Project Implementation Period.** This project is projected to commence on Date of Acceptance with signature by the Client and it will last through December 31, 2021.
- **3.** <u>Compensation.</u> Client agrees to pay HD Supply Waterworks for all non-damaged materials, described in Appendix A-1, delivered to Client in original boxes and free of damage. Client agrees to purchase from HD Supply Waterworks and HD Supply Waterworks agrees to sell to Client materials described in Appendix A-1 throughout the term of this agreement for the price identified in Appendix A-1 plus any price increase as prescribed in Section 4. Pricing, of the Master Purchase Agreement to which this appendix is attached. Payment and terms shall be as follows:
- Payment for Project Materials and Supplies. Client will make payment to HD Supply Waterworks for Project Materials and Supplies within thirty (30) calendar days of the receipt of an invoice for such Project Materials and Supplies (which will be invoiced no more frequently than weekly). Notwithstanding the foregoing, all orders are subject to HD Supply Waterworks' continuing approval of Client's credit. If Client's credit is not approved or becomes unsatisfactory to HD Supply Waterworks then HD Supply Waterworks, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, HD Supply Waterworks may in its discretion require an advance deposit of up to 100% of HD Supply Waterworks' selling price for any specially manufactured goods ordered by Client hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by HD Supply Waterworks. HD Supply Waterworks may, in its sole discretion, apply Client's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after HD Supply Waterworks obtains judgment against Client. HD Supply Waterworks may exercise setoff or recoupment to apply to or satisfy Client's outstanding debt. Client shall have no right of setoff hereunder, the same being expressly waived hereby. Any open and/or future purchase orders may be put on hold until the delinquent invoice is paid. In the event that a Client delay results in the lack of progress payment disbursement, HD Supply Waterworks reserves the right to delay further work without penalty until such time as payments are made. HD Supply Waterworks further reserves all rights and options available to it under the Master Purchase Agreement. Any and all materials that have been ordered and manufactured for this project are special ordered specific to the project and are non-cancelable.
- (b) <u>Surety for Payment of Materials and Supplies.</u> Surety for payment of materials and supplies will be waived for this Master Purchase Agreement "ONLY" after North Beach Water District's credit has been qualified by HD Supply Waterworks.

| IN WITNESS WHEREOF, the Parties have executed this Material Supply Contract as of | | , 2011. | |
|---|---|---------|--|
| "HD SUPPLY WATERWORKS, LTD." | | | |
| By: | - | | |
| Printed Name: | - | | |
| Printed Title: | - | | |
| "CLIENT" | | | |
| NORTH BEACH WATER DISTRICT | | | |
| By: | _ | | |
| Printed Name: | - | | |
| Printed Title: | - | | |



Exhibit A-1

Material Supply Summary

HD Supply Waterworks will only raise prices when it receives a global price increase from Neptune Technology Group, Inc. for the products identified in Appendix A-1. The price increase will not be greater than the global price increase identified by Neptune Technology Group, Inc. Client will be provided notice, not less than 30 days, to place an order prior to the price increase effective date.

| ITEM | PRICE / UNIT (Taxes not included in prices) |
|--------------------------|--|
| 5/8 x ¾ T10 ECODER R900i | \$180.63/ea. One hundred eighty-one dollars and sixty-three cents. |
| 1" T10 ECODER R900i | \$273.13 /ea. Two hundred seventy three dollars and thirteen cents. |
| 2" T10 ECODER R900i | \$578.75 /ea. Five hundred seventy eight dollars and seventy-five cents. |

Appendix B

WARRANTY

The warranties on water meters included in Project Materials and Supplies shall be as follows:

1. Project Materials and Supplies:

- (a) General: Water meters and equipment included in Project Materials and Supplies that Client purchases from HD Supply Waterworks are warranted by the manufacturer to be free from Manufacturers' Defects for the period specified in the manufacturer's warranty. A copy of the present warranty of each water meter manufacturer that will supply water meters and equipment as part of the Project Materials and Supplies is attached hereto as Exhibit B-1. The term of such manufacturer's warranty shall be as set forth in such attached warranty (as the same may be changed from time to time during the course of the performance of the Master Purchase Agreement, but with changes to apply only to purchases of water meters occurring after the change becomes effective), but generally the start date for water meter warranties is the date of the manufacturer's shipment of such water meter. PROJECT MATERIALS AND SUPPLIES OTHER THAN WATER METERS and EQUIPMENT ARE NOT WARRANTED. HD SUPPLY WATERWORKS DOES NOT PROVIDE ANY SEPARATE WARRANTY FOR PROJECT MATERIALS AND SUPPLIES.
- (b) <u>HD Supply Waterworks' Responsibility</u>: Upon any breach of the manufacturer's warranty on a water meter noticed to HD Supply Waterworks during the applicable Manufacturer's Warranty Period, HD Supply Waterworks' sole responsibility shall be to cooperate with Client in arranging for the manufacturer to repair or replace any defective water meter.
- 2. <u>DISCLAIMER OF FURTHER WARRANTIES</u>: EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, HD SUPPLY WATERWORKS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL HD SUPPLY WATERWORKS BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING IN CONNECTION WITH ANY BREACH OF THIS WARRANTY.

Exhibit B-1

Manufacturers' Warranties

Meters

Neptune T-10, HP Turbine, TRU/FLO® Compound Cold Water Meters Warranty



1. Terms of Limited Warranty.

With respect to its Neptune T-10, HP TURB INE, TRUIFLO® Compound Water Meters (collectively the "Water Meters"), Neptune Technology Group Inc. ("Neptune") warrants the following on meters sold on or after 11/1/92:

The Water Neters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of Water Meters (that later date is referred to as "the Date of Shipment") and will remain for a period of eighteen (18) months from the Date of Shipment, or twelve (12) months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material.

- (a) Maincase. The no-lead high copper alloy or Brass maincase of the Water Meters will be at the Date of Shipment free from manufacturing defects in workmarship and material for the life of the Water Meters.
- (b) Frost Protection. All Neptune T-10 Cold Water Meters shipped with a synthetic polymer or east iron bottom cap will, commercing upon the Date of Shipment, be warranted against chamber damage for a period of ten (10) years.
- (c) Registers. Standard, noll sealed registers of the Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of ten (10) years. The ARB 9-ProRead* (ARB VII), and ECoder 9 (ARB VIII) system registers are warranted for ten (10) years from Date of Shipment. All ProPead encoder receptacles shipped after January 1, 2001 shall be warranted for five years from the Date of Shipment. All other components and parts are covered under Neptune's standard one-year material and workmanship guarantee.
- (d) Meter Accuracy for Neptune T-10. Neptune T-10 Meters are warranted to meet or exceed, as listed herein, accuracy standards of the AWWA Standard C700-95 for a period of. (i) five (5) years from Date of Shipment for 58°, 304° and 1° meters; (iii) for a period of two (2) years from the Date of Shipment for 1°1/2° and 2° meters; or (iii) the applicable registration shown be low, whichever occurs fits. Neptune further guarantees that the Neptune T-10 will perform to at least Repaired Meter Accuracy Standards, according to AWWA Manual M-6 Chapter 5 (1999) Table 5.3 for an additional ten (10) years or the registration shown below, whichever occurs first.
- (e) Meter Accuracy for HP Turbine and TRU/FLO. The HP Turbine and TRU/FLO Compound Cold Water Meters will perform, for a period of one (1) year from the Date of Shipment, to American Water Works Association (19WWA1) accuracy standards for new water meters.

| SIZE | EXTENDED LOW FLOW ACCURACY | NEW METER ACCURACY | REPAIRED METER ACCURACY |
|--------------|---|--------------------|-------------------------|
| 5/8 &5/8′x¾′ | 1/8 US gpm @ 95% 5 years or 500,000 gallons | 500,000 gallors | 1,500,000 gallons |
| *4" | % USgpm ⊚ 95% 5 years or 750,000 gallons | 750,000 gallors | 2,250,000 gallons |
| 1′ | 3/8 US gpm @ 95% 5 years or 1,000,000 gallons | 1,000,000 gallons | 3,000,000 gallors |
| 1)6′ | % USgpm ⊚ 95% 2 years or 1,600,000 gallons | 1,600,000 gallons | 5,000,000 gallons |
| 2' | 1 USgpm ⊚ 95% 2 years or 2,700,000 gallons | 2,700,000 gallons | 8,000,000 gallors |





W METER (3.11

2 Warranty Return.

If a Neptune Wafer Nieter fails an accuracy test during an applicable warranty period, itmay be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance quaranteed to perform to AWWA repaired meter accuracy standards.

Warranties are exclusive.

The warranties set forth in this certificate of warranty are in lieu of any other warranty, guarantee, or representation, whether expressed or implied, including without limitation, the warranty of merchantability and the warranty of litness for a particular purpose.

4 Damages limited to costs of replacement and repair.

If the Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Water Meter is accompanied by a Return Material Authorization (RMM), and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is I in ited to its costs of replacement and repair of the defective water meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the outstomer to periodically verify the operation and accuracy of its meters.

5 Warranties are inapplicable under certain conditions.

The warranties set forth in this Certificate of Warranty do not apply to any Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Water Meter's ability of performance, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidentation intentional damage; acts of God. This Certificate of Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune excommended procedures, is used with other than genuine. Neptune meter registers and components, or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third party reading systems. In addition, this Certificate of Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determ the its liability, if any, under this Certificate of Warranty, Neptune shall have their ight to inspect any Water Meter or part thereof that is claimed to be defeative at Neptune or other location designated by Neptune.

NEPTUNE'S LIABLITY WITH RESPECT TO BREACHES OF THEFOREGOINGL MITTED WARRANTY SHALL BELIMITED AS STATED HEREIN. NEPTUNE'S LIABLITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOTBE SUBJECT TO AND DISCLAIMS THEFOLLOWING; (1) ANY OTHER CELIGATIONS OR LIABLITY OR ARISING OUT OF BREACH OF CONTRACTOR OF WARRANTY (2) ANY OBLIGATIONS WHATSO EVER ARISING FROM TORT CLAIMS (INCLUDING NEELIGENCE AND STRICT LIABLITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES REND BRED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, BEINFLARY, AND POINTIME DAMAGES WHATSOEVER.





W METER (3.11

Registers

E-Coder)R900i™ Warranty Statement

E-CODER) R900/™



I. Integrated E-Coder and R900 meter interface unit (IMIU)

Neptune Technology Group Inc. warrants that the a fully integrated self-contained solid state absolute encoder register and a radio frequency meter interface unit shall be free from defects in manufacture and design for a period of twenty (20) years for the electronics from the "date of shipment" (such period being the "Warranty Period"). Neptune shall not be responsible for any defects in the E-Coder)R900/(whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a nonperforming ECoder(R900) friele of charge for the first ten (10) years and at a prorated replacement cost of the current list price during the remaining ten (10) years per the table

IL Integrated E-Coder and R900 meter interface unit (IMIU) batteries

Neptune warrants that any Neptune supplied batteries installed in the fully integrated self-contained solid state absolute encoder register and a radio frequency meter interface unit (the "Batteries") shall be free from defects in manufacture and design for a period of twenty (20) years from the "date of shipment" (such period being the "Battery Warranty Period"). Neptune shall not be responsible for any defects in, or failure of, batteries (whether due to design, materials, manufacture, or otherwise) which occur after the expiration of the Battery Warranty Period. Neptune will repair or replace a non-performing E-Coder)R900/ Battery free of charge for the first ten (10) years and at a prorated replacement cost of the current list price during the remaining ten (10) years per the table.

III. Warranties are inapplicable under certain conditions

This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or dam aged due to improper care or maintenance, or improper periodic testing (please refer to E-Coder)R900 / installation manual. and quick install guides). This warranty does not apply to any MIU that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the E-Coder/R900/MIU's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect or consequential damages, including, without limitation, lost revenue.

| Year of Failure | Battery Replacement Cosf |
|-----------------|--------------------------|
| 1-10 | Full replacement |
| 11 | 30% |
| 12 | 35% |
| 13 | 40% |
| 14 | 45% |
| 15 | 50% |
| 16 | 55 %. |
| 17 | 60% |
| 18 | 65% |
| 19 | 70% |
| 20 | 75% |
| | |

"Replacement cost percentages will be applied towards published list prices in effect for the year product is accepted by Neptune under warranty conditions. Replacement batteries are warranted for one (1) year after date of shipment or balance of original battery warranty; whichever is greater.

THE ABOVE WARRANTY FOR THE MILLAND NEPTUNE SUPPLIED BATTERY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE E-Code/R900/MILLAND NEPTUNE. SUPPLIED BATTERY. ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE MIUS AND NEPTUNE-SUPPLIED BATTERY ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERS TANDING, ALL PROBLEMS ARISING WITH AIN MIJUOR INPTUNES LIPED BATTERY AFTER THIS POINT ARE BUYER'S RESPONSIBLITY. NEPTUNES LIABLITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABLITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR

services rendered by Neptune, or any undertakings, acts, or owissions relating thereto, and (3) all CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.





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| | | | HD Su | Supply | HD FC | Fowler | Ferg | Fergusen | нв Ла | Jaeger |
|-----|---|----------|----------------|-------------------|------------|-------------------|------------|-------------------|------------|-----------|
| ХIÕ | Description | Project | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended |
| 350 | Ford RETRO-Z-2C-3-A-HCO-A-NL (Retrosetter 5/8" X 3/4 inch meter male meter thread X male meter thread, ASSE 1024 dual cartridge check on bottom bar outlet 90° angle meter position type C) | 2013 MRP | 109.27 | 38,244.50 | 110.39 | 38,636.50 | | - | 93.46 | 32,711.00 |
| 20 | Ford HHC31-323-NL (3/4 inch straight ASSE 1024 dual cartridge check valve meter swivel inlet and FIPT outlet) | 2013 MRP | 47.15 | 943.00 | 48.14 | 962.80 | | - | 47.51 | 950.20 |
| 10 | Ford HHC31-444-NL (1 inch straight ASSE 1024 dual cartridge check valve meter swivel inlet and FIPT outlet) | 2013 MRP | 87.96 | 879.60 | 88.87 | 888.70 | | 1 | 88.60 | 886.00 |
| 25 | Ford RETRO-2CVBHC-NL (Retrosetter 5/8 X 3/4 inch, angle ball valve inlet by angle cartridge ASSE 1024 dual check valve outlet 90° angle) | 2013 MRP | 130.00 | 3,250.00 | 130.00 | 3,250.00 | No | Bid - | 122.13 | 3,053.25 |
| 25 | Ford RETRO-4CVBHC-NL Retrosetter 1 inch, angle ball valve inlet by angle cartridge ASSE 1024 dual check valve outlet 90° angle) | 2013 MRP | 330.72 | 8,268.00 | 329.05 | 8,226.25 | | - | 227.13 | 5,678.25 |
| 2 | Ford VHH76-12-11-66-NL (70 Series Coppersetter, 1.5 inch angle key valve by ASSE 1024 dual check valve FIPT inlet X FIPT outlet) | 2013 MRP | 633.80 | 1,267.60 | 630.58 | 1,261.16 | | ı | 606.67 | 1,213.34 |
| 5 | Ford VHH77-12-11-66-NL (70 Series Coppersetter, 2 inch angle key valve by ASSE 1024 dual check valve FIPT inlet X FIPT outlet) | 2013 MRP | 685.69 | 3,428.45 | 682.21 | 3,411.05 | | - | 656.31 | 3,281.55 |
| | | | SUBTOTAL | 56,281.15 | \bigvee | 56,636.46 | \bigvee | | \bigvee | 47,773.59 |
| | | SAS | SALES TAX 7.8% | 4,389.93 | \bigvee | 4,417.64 | \bigvee | | \bigvee | 3,726.34 |
| | | | TOTAL | 60,671.08 | \bigvee | 61,054.10 | \bigvee | | \bigvee | 51,499.93 |
| 350 | RETRO-2CHC-NL (5/8" X 3/4" Retrosetter male meter thread X male meter thread, ASSE 1024 dual cartridge check valve | 2013 MRP | 102.3 | 35,805.00 | 102.51 | 35,878.50 | | 1 | 94.96 | 33,236.00 |
| | | | SUBTOTAL | 35,805.00 | \bigvee | 35,878.50 | \bigvee | | \bigvee | 33,236.00 |
| | | SA | SALES TAX 7.8% | 2,792.79 | \bigvee | 2,798.52 | \bigvee | | \bigvee | 2,592.41 |
| | | | TOTAL | 38,597.79 | \bigvee | 38,677.02 | \bigvee | | \bigvee | 35,828.41 |

This is an invitation to submit quotes for furnishing materials as specified on Attachment "A" and in accordance with the terms and conditions in Attachment "B".

Instructions to Bidders

- 1. Failure to comply with these Bidders Instructions may result in a determination that the bidder is non-responsive.
- 2. Quotation must be made on the "Quotation Form" included in this Request for Ouotations and identified as **Attachment** "C".
- 3. Bidder will not submit quotations on bid items not specified unless the items has been approved as an "or equal" in writing at least five (5) business days before the bid opening date. Bidder will provide NBWD manufacture specifications and contact information for manufactures' technical representative for any product they would like to be considered as an "or equal" at least ten (10) business days before the bid opening date.
- 4. Questions related to this RFQ should be addressed in writing to: William "Bill" Neal - bneal@northbeachwater.com PO Box 618 Ocean Park, WA 98640
- 5. Quotations must be submitted to North Beach Water District by the due date and time indicated in the upper right corner of this page.

 Quotation may be transmitted by facsimile machine to 360.665.4641, by email to bneal@northbeachwaterdistrict.com, by mail to PO Box 618 Ocean Park, WA 98640, or by delivery service or in person to the District's office located at 25902 Vernon Avenue Suite C, Ocean Park, WA 98640.

 Bidder shall be responsible for timely delivery of its quotation.
- 6. Bids will be considered Responsive if they are received prior to the date and time indicated in the upper right corner of this page and they include:
 - a) This Request for Quotations signed by bidders' authorized agent and dated where indicated.
 - b) Attachment "A" signed by bidders' authorized agent and dated where indicated.
 - c) Attachment "B" signed by bidders' authorized agent and dated where indicated.
 - d) Attachment "C" Quotation Form. All items bid, no exceptions, signed by bidders' authorized agent, dated and all requested information provided.
 - e) Addenda, if any, acknowledged, signed, and dated.

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- 7. Contract award will be made to the lowest responsive and responsible bidder capable of procuring and delivering the specified materials undamaged to the District in a timely manner. Contract documents will consist of this Request for Quotations, its attachments and addenda, if any, the awarded bidders completed and signed Quotation Form, and a purchase order issued by the District.
- 8. The District Reserve the right to:
 - a) Reject any quotation that is conditional in any way or that contains erasures, items not called for, items not in conformity with applicable law, changes, additions, alternate proposals, or any other modifications of the Quotation Form;
 - b) Negotiate best and final offer with selected venders;
 - Make such investigations as deemed necessary to determine if a bidder is responsive and responsible as provided for in RCW 39.26.160;
 - d) In the event that only one quotation is received, require, as a condition of award, the sole bidder to submit cost or pricing data to assist in determining if the price is reasonable;
 - e) Reject any and all quotations;
 - f) Waive minor defects or irregularities in any quotation, provided that the discrepancy does not affect the amount or give the bidder an advantage over other bidders;
 - g) Accept a quotation which offers a newer product than the specified item if, in the opinion of the District, it offers equal or greater functionality than the specified product, even though it may not comply with the specifications in every detail;
 - h) Award a purchase order to a single bidder for the entire procurement or to multiple bidders by line item, in groups, or in phases at the District's discretion; and
 - i) Consider quotations for a period of up to thirty (30) days following the due date and time before determining the successful bidder and issuing a purchase order.

Signature of Authorized Agent Date

The Quotation submitted herewith conforms to the above invitation instructions to Bidders.

Author: Bill Neal Page 39 of 70 04/18/14

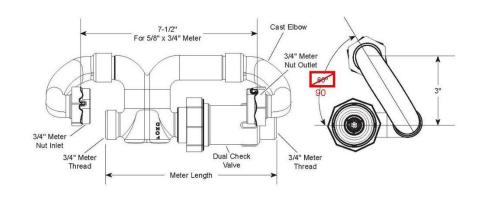
SUBMITTAL INFORMATION





METER NUT X METER NUT (5/8" X 3/4" METER)

MALE METER THREAD X MALE METER THREAD, DUAL CARTRIDGE CHECK ON BOTTOM BAR OUTLET



| Meter | Meter | Overall | Approx. | Approx. | Catalog | ✓ Submitted |
|-------------|--------|---------|---------|----------|-------------------------|--------------|
| Size | Length | Length | Height | Wt. Lbs. | Number | Item(s) |
| 5/8" x 3/4" | 7-1/2" | 10-3/4" | 3" | 4.3 | RETRO-Z-26-3-A-HCO-A-NL | \leftarrow |
| | | | | | -2C- | |

FEATURES

- · All brass that comes in contact with potable water conforms to AVWA Standard C800 (UNS NO C89833)
- The product has the letters "NL" cast into the main body for proper identification
 Brass components that do not come in contact with potable water conform to AVWVA Standard C800 (ASTM B-62 and ASTM B-584, UNS NO C83600 85-5-5-5)
- Compact design (no valves) can be installed in a Ford yokebox or equal
- · Yokebox applications require a 7" high Ford yokebox upper section or equal to clear the repositioned meter
- All Ford Retrosetters are assembled with lead-free solder
- Dual check valve is ASSE 1024 approved
- Conforms to AVWVA C700 for Meter Threads
 Places the meter at a 60 degree angle from original meter position

The Ford Meter Box Company considers the information in this submittal form to be correct at the time of publication. Item and option availability, including specifications, are subject to change without notice. Please verify that your product information is current.

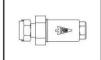
| FORD | The Ford Meter Box Company, I P.O. Box 443, Wabash, Indiana U.S.A. 46992 Phone: 260-563-3171 / Fax: 800-826-3487 Overseas Fax: 260-563-0167 | nc. -0443 |
|------|--|---------------------|
| | http://www.fordmeterbox.com | 03/05/13 |

| Submitted By: | | | |
|---------------|--|--|--|
| | | | |
| | | | |
| | | | |

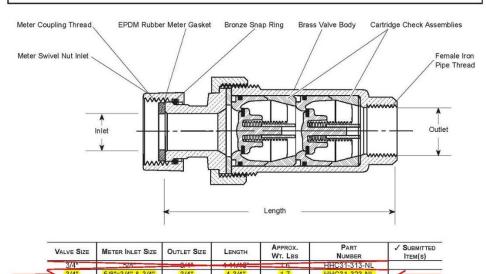
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|------------|---------|-----------|----------|
| Authorized | Agent's | Signature | Date |

SUBMITTAL INFORMATION

Straight Dual Cartridge Check Valve - (HHC31-xxx-NL style)



METER SWIVEL NUT INLET BY FEMALE IRON PIPE OUTLET



FEATURES

- All brass that comes in contact with potable water conforms to AWWA Standard C800 (UNS C89833)
- · The product has the letters "NL" cast into the body for proper identification
- UL Classified to ANSI/NSF Standard 61 and Standard 61 Annex G (NSF/ANSI 372)
- Brass components that do not come in contact with potable water conform to AWWA Standard C800 (ASTM B-62 and ASTM B584, UNS C83600-85-5-5-5
- Accessible through the union swivel inlet for inspection and replacement of internal working parts.
 Replacement kits are available.
- 175 PSI maximum working water pressure
- 180 degree Fahrenheit maximum constant temperature
- · Conforms to AWWA C700 for Meter Threads

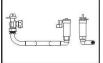
The Ford Meter Box Company considers the information in this submittal form to be correct at the time of publication. Item and option availability, including specifications, are subject to change without notice. Please verify that your product information is current.

| FORD | The Ford Meter Box Company, I P.O. Box 443, Wabash, Indiana U.S.A. 46992 Phone: 260-563-3171 / Fax: 800-826-3487 Overseas Fax: 260-563-0167 | nc. 2-0443 |
|------|--|----------------------|
| | http://www.fordmeterbox.com | 02/26/1 |

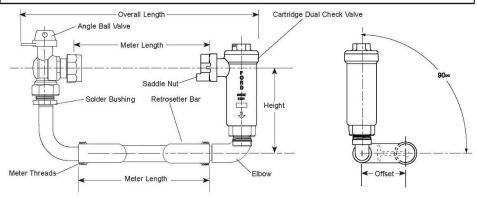
| | | | <u></u> |
|------------|---------|-----------|---------|
| Authorized | Agent's | Signature | Date |

SUBMITTAL INFORMATION

Retrosetters - (RETRO-xCVBHC-NL style)



ANGLE BALL VALVE INLET BY ANGLE CARTRIDGE DUAL CHECK VALVE OUTLET



| Meter Size | Meter Length | Overall Length | Approx. Height | Offset | Approx. Wt. Lbs. | Catalog Number | ✓ Submitted Item(s) |
|---------------|-----------------|-------------------|-------------------|--------|---------------------|-------------------|------------------------|
| 5/8" | 7-1/2" | 7.5" | 4-3/4" | 2-1/2" | 3.7 | RETRO-1CVBHC-NL | |
| 5/8"x3/4" | 7-1/2" | 13" | 4-3/4" | 2-1/2" | 5.9 | RETRO-2CVBHC-NL | \leftarrow |
| 3/4" | 9" | 14 1/2" | 4-3/4" | 2-1/2" | | **RETRO-3CVBHC-NL | |
| 1" | 10 1/2" | 17" | 4-7/8" | 3-3/8" | 10.3 | *RETRO-4CVB3HC-NL | |
| 1" | 10-1/2" | 17-5/8" | 5" | 3-3/8" | 11.5 | RETRO-4CVBHC-NL | - |

^{*} This Retrosetter is 1" throughout except the valves have 3/4" internal parts.
** Manufactured with 13/16" O.D. Tubing.

FEATURES

- · All brass that comes in contact with potable water conforms to AVWVA Standard C800 (UNS C89833)
- The product has the letters "NL" cast into the body for proper identification
- · Brass components that do not come in contact with potable water conform to AWWA Standard C800 (ASTM B-62 and ASTM B584, UNS C83600-85-5-5-5
- Style "C" Retrosetter offsets and raises the meter from the centerline of the service.
- · Saddle Nuts hold the meter in place for tightening.
- · All Ford Retrosetters are assembled with lead-free solder.
- · Ford Retrosetters are furnished with four rubber gaskets, one for each meter nut and two for the bottom bar.
- · Conforms to AVWA C700 for Meter Threads.
- · Dual check valve is ASSE 1024 approved.

The Ford Meter Box Company considers the information in this submittal form to be correct at the time of publication. Item and option availability, including specifications, are subject to change without notice. Please verify that your product information is current.

Submitted By

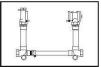


The Ford Meter Box Company, Inc. P.O. Box 443, Wabash, Indiana U.S.A. 46992-0443 Phone: 260-563-3171 / Fax: 800-826-3487 Overseas Fax: 260-563-0167

| Authorized | Agent's | Signature | Date | |
|------------|---------|-----------|----------|--|

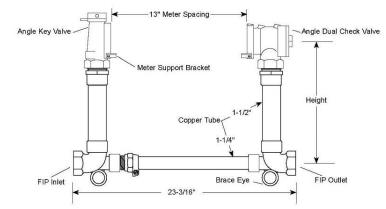
SUBMITTAL INFORMATION

70 Series Coppersetter - (VHH76-xx-11-66-NL style)



ANGLE KEY VALVE BY ANGLE DUAL CHECK VALVE (1-1/2" METER)

FEMALE IRON PIPE THREAD INLET AND OUTLET



| SERVICE LINE | CONNECTION | HEIGHT | APPROX. | CATALOG NUMBER | √ SUBMITTED |
|--------------|---------------|-------------------|-------------------|-------------------|-------------|
| FIP INLET | FIP OUTLET | HEIGHT | Wt. LBs. | CATALOG NUMBER | ITEM(s) |
| | 12" | 30 | VHH76-12-11-66-NL | \leftarrow | |
| | | 15" | 31 | VHH76-15-11-66-NL | |
| 1-1/2" | 1-1/2" | 18" | 32 | VHH76-18-11-66-NL | |
| 1-1/2" | 1-1/2" 21" 32 | VHH76-21-11-66-NL | | | |
| | | 24" | 33 | VHH76-24-11-66-NL | |
| | | 27" | 33 | VHH76-27-11-66-NI | |

FEATURES

- All brass that comes in contact with potable water conforms to AVWVA Standard C800 (UNS NO C89833)
- The product has the letters "NL" cast into the main body for proper identification
- Brass components that do not come in contact with potable water conform to AWWA Standard C800 (ASTM B-62 and ASTM B-584, UNS NO C83600 - 85-5-5-5)
- Constructed with Type K Copper and conforms to ASTM B-88, Copper Alloy #122
- · Bracing Eyes are standard
- · Meter Support Brackets are standard
- · All Ford Meter Setters are assembled with lead-free solder
- · Padlock wing is standard on all Angle Meter Valves or Key Valves
- · Dual Check Valve is ASSE 1024 approved

The Ford Meter Box Company considers the information in this submittal form to be correct at the time of publication. Item and option availability, including specifications, are subject to change without notice. Please verify that your product information is current.



Submitted By

| ://www.fordmeterbox.com | 12/11/13 | |
|-------------------------|----------|--|
| | | |
| | | |

| | | | <u> </u> | |
|------------|---------|-----------|----------|--|
| Authorized | Agent's | Signature | Date | |

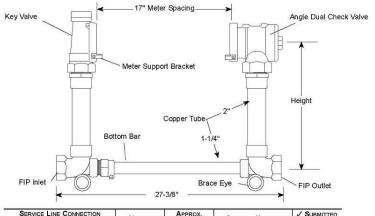
SUBMITTAL INFORMATION

70 Series Coppersetter - (VHH77-xx-11-77-NL style)



ANGLE KEY VALVE BY ANGLE DUAL CHECK VALVE (2" METER)

FEMALE IRON PIPE THREAD INLET AND OUTLET



| SERVICE LINI | E CONNECTION | HEIGHT | APPROX. | CATALOG NUMBER | ✓ SUBMITTED | |
|--------------|--------------|----------|---------|-------------------|--------------|--|
| FIP INLET | FIP OUTLET | WT. LBS. | | CATALOG NUMBER | ITEM(S) | |
| | 2" | 12" | 32 | VHH77-12-11-77-NL | \leftarrow | |
| | | 45" | 33 | VHH77-15-11-77-NL | | |
| 2" | | 18" | 34 | VHH77-18-11-77-NL | | |
| 2 | | 21" | 34 | VHH77-21-11-77-NL | | |
| | | 24" | 35 | VHH77-24-11-77-NL | | |
| | | 27" | 35 | VHH77-27-11-77-NL | | |

FEATURES

- All brass components that come in contact with potable water conform to AVWVA Standard C800 (UNS NO C89833)
- The product has the letters "NL" cast into the main body for proper identification
- Brass components that do not come in contact with potable water conform to AWWA Standard C800 (ASTM B-62 and ASTM B-584, UNS NO C83600 - 85-5-5-5)
- Constructed with Type K Copper and conforms to ASTM B-88, Copper Alloy #122
- · All Ford Meter Setters are assembled with lead-free solder
- · Bracing Eyes are standard
- · Meter Support Brackets are standard
- Optional Bottom bar Bypass add "B" following the height. Example: VH77-12B-11-77-NL
- Optional High Bypass add "HB" following the height. Example: VH77-12HB-11-77-NL
- Padlock wing is standard on all Angle Meter Ball Valves or Key Valves

The Ford Meter Box Company considers the information in this submittal form to be correct at the time of publication. Item and option availability, including specifications, are subject to change without notice. Please verify that your product information is current.

| | The Ford Meter Box Company, Inc. |
|------|--|
| -ORD | P.O. Box 443, Wabash, Indiana U.S.A. 46992-0443 Phone: 260-563-3171 / Fax: 800-826-3487 |
| | Overseas Fax: 260-563-0167 |

Overseas Fax: 260-563-0167 http://www.fordmeterbox.com 01/02/1

| Submitted By: | |
|---------------|--|
| | |
| | |
| | |

| Authorized | Agent's | Signature | Date | |
|------------|---------|-----------|------|--|

Exhibit "B"

QUOTATION FORM

| ŎĨĀ | Description | Project | Unit Price | Extended Price |
|-----|--|-------------|------------|----------------|
| 350 | Ford REIRO-Z-2C-3-A-HOO-A-NL (Retrosetter 5/8" X 3/4 inch meter male meter thread X male meter thread, ASSE 1024 dual cartridge check on bottom bar outlet 90° angle meter position type C) | 2013 MRP | | |
| 20 | Ford HHC31-323-NL (3/4 inch straight ASSE 1024 dual cartridge check valve meter swivel inlet and FIPT outlet) | 2013 MRP | | |
| 10 | Ford HHC31-444-NL (1 inch straight ASSE 1024 dual cartridge check valve meter swivel inlet and FIPT outlet) | 2013 MRP | | |
| 25 | Ford RETRO-2CVBHC-NL (Retrosetter 5/8 X 3/4 inch, angle ball valve inlet by angle cartridge ASSE 1024 dual check valve outlet 90° angle) | 2013 MRP | | |
| 10 | Ford RETRO-4CVBHC-NL Retrosetter 1 inch, angle ball valve inlet by angle cartridge ASSE 1024 dual check valve outlet 90° angle) | 2013 MRP | | |
| 2 | Ford VHH76-12-11-66-NL (70 Series Coppersetter, 1.5 inch angle key valve by ASSE 1024 dual check valve FIPT inlet X FIPT outlet) | 2013 MRP | | |
| 2 | Ford VHH77-12-11-66-NL (70 Series Coppersetter, 2 inch angle key valve by ASSE 1024 dual check valve FIPT inlet X FIPT outlet) | 2013 MRP | | |
| | | | | |
| | | | | |
| | | TOTAL | | |

FOB Point: NBWD'S North Wellfield 2212 272nd Street Ocean Park, WA 98640

Payment Terms: Net 30 days unless otherwise agreed at the time of purchase.

| Print Bidder's Name | Print Bidder's Authorized Agent's Name | | | |
|--------------------------------|--|--|--|--|
| Bidders Mailing Address | Signature of Bidder's Authorized Agent | | | |
| Bidders Mailing Address Line 2 | Bidders Telephone Number | | | |
| Ridders email Address | | | | |

Exhibit "C"

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 not 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, drawings, 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 Waive

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 aggreeous discharge.

16. Modifications

This contract can be modified or rescinded only in writing signed by both parties or 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. Erro

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.

Authorized Agent's Signature

Date

NORTH BEACH WATER DISTRICT REQUEST FOR QUOTATIONS

RFQ: NBWD-2014-01 RFQ DUE: APRIL 11, 2014

TIME: 1:00 p.m.

Addendum Number One to RFQ NBWD -2014-01-Meter Replacement Project Materials.

Addendum Number one corrects a typographical error in Exhibit "B" "Quotation Form".

Line seven Item number seven was incorrectly identified as:

Ford VHH77-12-11-66-NL.

The Corrected line seven part number is:

Ford VHH77-12-11-77-NL

A revised Exhibit "B" "Quotation Form" is attached to this Addendum. Bidders are directed to use the revised Exhibit "B" "Quotation Form" when submitting bids.

Bidders are required to acknowledge this addendum by signing, dating, and returning the addendum with their completed bid documents.

| Authorized Agent's | Signature | Date |
|--------------------|-----------|------|

| QTY | Description | Project | Unit Price | Extended Price | | | |
|-----|---|----------|------------|----------------|--|--|--|
| 350 | Ford RETRO-Z-2C-3-A-HCO-A-NL (Retrosetter 5/8" X 3/4 inch meter male meter thread X male meter thread, ASSE 1024 dual cartridge check on bottom bar outlet 90° angle meter position type C) | | | | | | |
| 20 | Ford HHC31-323-NL (3/4 inch straight ASSE 1024 dual cartridge check valve meter swivel inlet and FIPT outlet) | 2013 MRP | | | | | |
| 10 | Ford HHC31-444-NL (1 inch straight ASSE 1024 dual cartridge check valve meter swivel inlet and FIPT outlet) | | | | | | |
| 25 | Ford RETRO-2CVBHC-NL (Retrosetter 5/8 x 3/4 inch, angle ball valve inlet by angle cartridge ASSE 1024 dual check valve outlet 90° angle) | 2013 MRP | | | | | |
| 25 | Ford RETRO-4CVBHC-NL (Retrosetter 1 inch, angle ball valve inlet by angle cartridge ASSE 1024 dual check valve outlet 90° angle) | 2013 MRP | | | | | |
| 2 | Ford VHH76-12-11-66-NL (70 Series Coppersetter, 1.5 inch angle key valve by ASSE 1024 dual check valve FIPT inlet X FIPT outlet) | 2013 MRP | | | | | |
| 5 | Ford VHH77-12-11-77-NL (70 Series Coppersetter, 2 inch angle key valve by ASSE 1024 dual check valve FIPT inlet X FIPT outlet) | 2013 MRP | | | | | |
| | | | | | | | |
| | Washington State Sales Tax 7.8% | | | | | | |
| | Total | | | | | | |

| FOB Point: NBWD North Wellfield 2212 272 nd Street Ocean Park, WA 98640 | | | | | | | |
|--|--|--|--|--|--|--|--|
| Payment Terms: Net 30 days unless other | rwise agreed at the time of purchase. | | | | | | |
| Print Bidder's Name | Print Bidder's Authorized Agent's Name | | | | | | |
| Bidders Mailing Address | Signature of Bidder's Authorized Agent | | | | | | |
| Bidders Mailing Address Line 2 | Bidders Telephone Number | | | | | | |
| Bidders email Address | Bidders Facsimile Number | | | | | | |

RFQ: NBWD-2014-01
NORTH BEACH WATER DISTRICT
REQUEST FOR QUOTATIONS
RFQ DUE: APRIL 11, 2014
TIME: 1:00 p.m.

Addendum Number Two to RFQ NBWD - 2014 - 01 - Meter Replacement Project Materials.

Addendum Number Two adds the following Alternate Item to be quoted on the Ford Meter Company, Inc. Retrosetter RETRO-2CHC-NL as specified on page 2 of this Addendum.

| QTY | Description | Project | Unit Price | Extended Price | | |
|-----|--|----------|------------|----------------|--|--|
| 350 | RETRO-2CHC-NL (5/8" X 3/4" Retrosetter male meter thread X male meter thread, ASSE 1024 dual cartridge check valve | 2014 MIP | | | | |
| | Subtotal | | | | | |
| | | | | | | |
| | Total | | | | | |

Bidders are required to acknowledge this addendum by signing, dating,

and returning the addendum with their completed bid documents.

Print Bidder's Name

Print Bidder's Authorized Agent's Name

Bidders Mailing Address

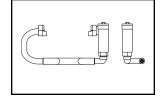
Bidders Mailing Address Line 2

Bidders Telephone Number

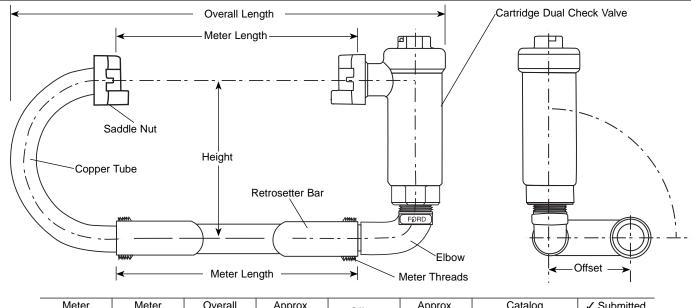
Date

SUBMITTAL INFORMATION





NO VALVE INLET BY ANGLE CARTRIDGE DUAL CHECK VALVE OUTLET



| Meter | Meter | Overall | Approx. | Offset | Approx. | Catalog | ✓ Submitted |
|-----------|---------|---------|---------|--------|----------|-----------------|-------------|
| Size | Length | Length | Height | Oliset | Wt. Lbs. | Number | Item(s) |
| 5/8" | 7-1/2" | 13-5/8" | 4-3/4" | 2-1/2" | 4.6 | RETRO-1CHC-NL | |
| 5/8"x3/4" | 7-1/2" | 13-5/8" | 4-3/4" | 2-1/2" | 4.8 | RETRO-2CHC-NL | |
| 3/4" | 9" | 15-1/8" | 4-3/4" | 2-1/2" | - | **RETRO-3CHC-NL | |
| 1" | 10-1/2" | 17-1/2" | 4-7/8" | 3-3/8" | 8.7 | *RETR0-4C3HC-NL | |
| 1" | 10-1/2" | 17-1/4" | 5" | 3-3/8" | 9.8 | RETRO-4CHC-NL | |

^{*} This Retrosetter is 1" throughout except the valve has 3/4" internal parts.

FEATURES

- All brass that comes in contact with potable water conforms to AWWA Standard C800 (UNS C89833)
- The product has the letters "NL" cast into the body for proper identification
- Brass components that do not come in contact with potable water conform to AWWA Standard C800 (ASTM B-62 and ASTM B584, UNS C83600-85-5-5-5
- Style "C" Retrosetter offsets and raises the meter from the centerline of the service.
- Saddle Nuts hold the meter in place for tightening.
- All Ford Retrosetters are assembled with lead-free solder.
- Ford Retrosetters are furnished with four rubber gaskets, one for each meter nut and two for the bottom bar.
- Conforms to AWWA C700 for Meter Threads.
- Dual check valve is ASSE 1024 approved.

The Ford Meter Box Company considers the information in this submittal form to be correct at the time of publication. Item and option availability, including specifications, are subject to change without notice. Please verify that your product information is current.



The Ford Meter Box Company, Inc.

P.O. Box 443, Wabash, Indiana U.S.A. 46992-0443 Phone: 260-563-3171 / Fax: 800-826-3487

Overseas Fax: 260-563-0167

www.fordmeterbox.com

Submitted By:

03/17/14

^{**}Manufactured with 13/16" O.D. Tubing.

Bill Neal

From: Bill Neal
bneal@northbeachwater.com>

Sent: Tuesday, April 8, 2014 11:22 AM

To: 'Todd Vaughn'

Cc: Brian Haage, HD Fowler Vanvoucer; Christopher Boehm, HD Supply; John Herbst,

Ferguson Portland

Subject: RE: NBWD 2014 meter materials

Attachments: RMD-710-203NNH- X90.pdf; RMD-717-204XD--.pdf; RMD-720-712WDFF 770.pdf;

RMD-720-612WDFF 660.pdf; RMD-717-406WD--.pdf; RMD-717-204WD--.pdf;

MD-711-4jf 54.pdf; MD-711-3jf 43.pdf

Greetings,

Mr. Vaughn has provided cut sheet that verify A Y McDonald products meet the specifications as "or equals" for the following items. (please see attached:

| Ford | McDonald . |
|-------------------------|-----------------|
| HHC31-323-NL | 711-3JF 43 |
| HHC31-444-NL | 711-4JF 54 |
| RETRO-2CVBHC-NL | 717-204WD- |
| RETRO-4CVBHC-NL | 717-406WD— |
| VHH76-12-11-66-NL | 720-612WDFF 660 |
| VHH77-12-11-77-NL | 720-712WDFF 770 |
| RETRO-2CHC-NL | 717-204XD- |
| RETRO-Z-2C-3-A-HCO-A-NL | 710-203NNH- X90 |

As a reminder, bids are due this Friday April 11, 2014 at 1:00 PM.

William "Bill" Neal General Manager North Beach Water District bneal@northbeachwater.com

From: Bill Neal [mailto:bneal@northbeachwater.com]

Sent: Friday, April 4, 2014 5:15 PM

To: 'Todd Vaughn'

Cc: Brian Haage, HD Fowler Vanvoucer; Christopher Boehm, HD Supply; John Herbst, Ferguson Portland

Subject: NBWD 2014 meter materials

Greetings,

Please find attached a list of Or Equal items from A Y McDonald Mfg. Co. Please note that the approval is conditioned on the manufacture being able to verify the dual check valve used show on the drawing is a ANSI/ASSE 1024 coded valve. In the past A Y McDonald has not been able to meet this

Author: Bill Neal Page 51 of 70 04/18/14

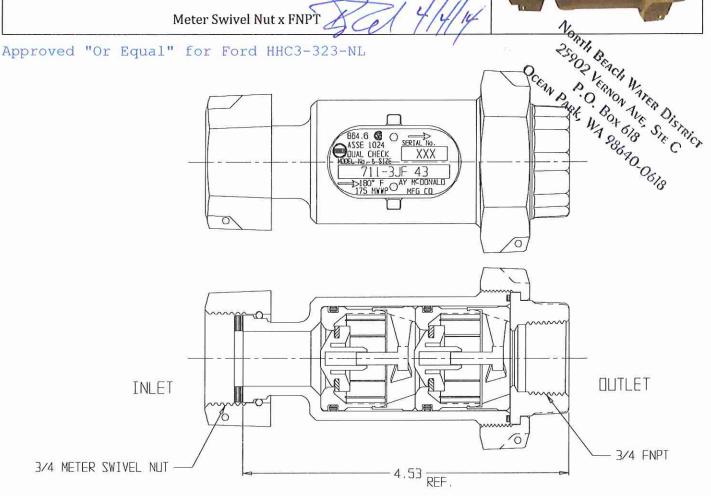
specification but in consideration of HB Jaeger, a recent bidder, and the short time left before bids are due I am conditionally approving the items based on Mr. Vaughn's ability to produce acceptable cut sheets. Please keep in mind the bid opening date and time Friday April 11, 2014 at 1:00 PM. It is my hope that I can present a recommendation of award to the District Commissioners at their regular Board Meeting on April 22, 2014. Have a great weekend!

William "Bill" Neal General Manager North Beach Water District bneal@northbeachwater.com

NL Check Valve 711-3JF 43

Meter Swivel Nut x FNPT





SUBMITTAL INFORMATION

- Manufactured in compliance with ANSI/AWWA C800 (latest revision)
- Dual checks manufactured in compliance with ANSI/ASSE 1024 (latest revision)
- Brass components in contact with potable water conform to ASTM B584, UNS C89833 (latest revision) and identified with "NL"
- Certified to NSF/ANSI 61 and NSF/ANSI 372
- Brass components not in contact with potable water conform to ASTM B62 and ASTM B584, UNS C83600 -85-5-5-5 (latest revision)
- Rated for 175 PSIG water pressure
- Made in the United States of America



Author: Bill Neal

A.Y. McDonald Mfg. CO. P.O. Box 508

Dubuque, IA 52004-508

Toll Free: 1-800-292-2737 Fax: 1-800-832-9296

Hours: 7:00 a.m. - 5:00 p.m., CST

sales@aymcdonald.com www.aymcdonald.com

04/18/14

A.Y. McDonald considers the information on this assembly drawing correct when published. Item and option availability, including specifications, are subject to change without notice.

Submitted by:

05-11

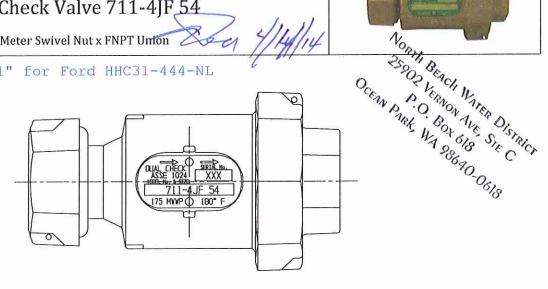
Page 53 of 70

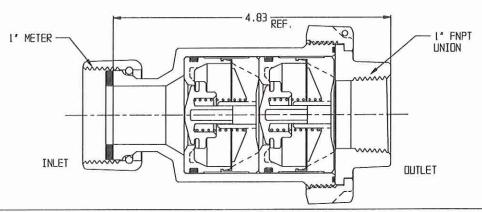
NL Check Valve 711-4JF 54

Meter Swivel Nut x FNPT Union



Approved "Or Equal" for Ford HHC31-444-NL





SUBMITTAL INFORMATION

- Manufactured in compliance with ANSI/AWWA C800 (latest revision)
- Dual checks manufactured in compliance with ANSI/ASSE 1024 (latest revision)
- Brass components in contact with potable water conform to ASTM B584, UNS C89833 (latest revision) and identified with "NL"
- Certified to NSF/ANSI 61 and NSF/ANSI 372
- Brass components not in contact with potable water conform to ASTM B62 and ASTM B584, UNS C83600 -85-5-5-5 (latest revision)
- Rated for 175 PSIG water pressure
- Made in the United States of America



A.Y. McDonald Mfg. CO. P.O. Box 508

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Toll Free: 1-800-292-2737 Fax: 1-800-832-9296

Hours: 7:00 a.m. - 5:00 p.m., CST

sales@aymcdonald.com www.aymcdonald.com

A.Y. McDonald considers the information on this assembly drawing correct when published. Item and option availability, including specifications, are subject to change without notice.

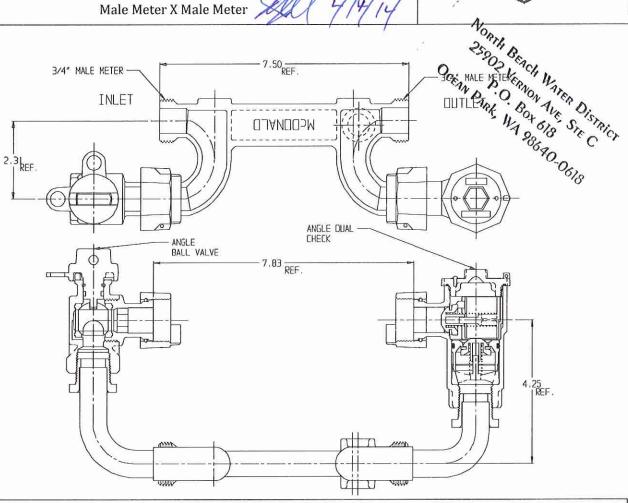
Submitted by:

05-12

NL Meter Setter - 717-204WD

Male Meter X Male Meter





SUBMITTAL INFORMATION

- Manufactured in compliance with ANSI/AWWA C800 (latest revision)
- Brass components in contact with potable water conform to ASTM B584, UNS C89833 (latest revision) and identified with "NL"
- Certified to NSF/ANSI 61 (reference height restrictions) and NSF/ANSI 372
- Brass components not in contact with potable water conform to ASTM B62 and ASTM B584, UNS C83600 -85-5-5-5 (latest revision)
- Copper tubing made in compliance with ASTM B75 or B88, UNS C12200 (latest revision)
- Lead free solder joints
- Designed to provide proper meter spacing for ease of installation
- Padlock wings standard on all valves
- Made in North America



A.Y. McDonald Mfg. Co. P.O. Box 508

Dubuque, IA 52004-508

Toll Free: 1-800-292-2737

Fax: 1-800-832-9296

Hours: 7:00 a.m. - 5:00 p.m., CST

sales@aymcdonald.com www.aymcdonald.com

A.Y. McDonald considers the information on this assembly drawing correct when published. Item and option availability, including specifications, are subject to change without notice.

Submitted by:

rtridge

Ca

dua

--

valve

check

the

Provided

Retro-2CVBHC-NL, manufactured version)

Ford

for

Equal

"Or

Approved

Ö M S

ANSI/ASSE

with

compliance identified

In

(latest style

With

05-11

Author: Bill Neal 04/18/14 Page 55 of 70

NL Meter Setter - 717-406WD--

Male Meter X Male Meter



I" MALE METER

cartridge

dua

valve

the check with With

Provided

4CVBHC-NL,

RETRO

Ford

for

Equal

"Or

Approved

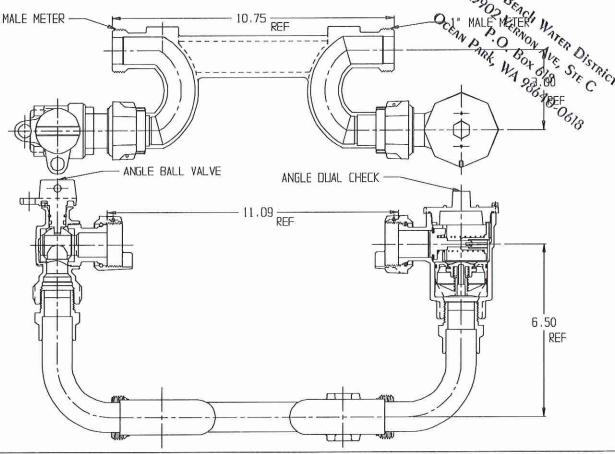
manufactured version)

style

02 B (1)

ANSI/ASSE

compliance identified



SUBMITTAL INFORMATION

- Manufactured in compliance with ANSI/AWWA C800 (latest revision)
- Brass components in contact with potable water conform to ASTM B584, UNS C89833 (latest revision) and identified with "NL"
- Certified to NSF/ANSI 61 (reference height restrictions) and NSF/ANSI 372
- Brass components not in contact with potable water conform to ASTM B62 and ASTM B584, UNS C83600 -85-5-5-5 (latest revision)
- Copper tubing made in compliance with ASTM B75 or B88, UNS C12200 (latest revision)
- Lead free solder joints
- Designed to provide proper meter spacing for ease of installation
- Padlock wings standard on all valves
- Made in North America



A.Y. McDonald Mfg. Co. P.O. Box 508

Dubuque, IA 52004-508

Toll Free: 1-800-292-2737

Fax: 1-800-832-9296

Hours: 7:00 a.m. - 5:00 p.m., CST

sales@aymcdonald.com www.aymcdonald.com

A.Y. McDonald considers the information on this assembly drawing correct when published. Item and option availability, including specifications, are subject to change without notice.

Submitted by:

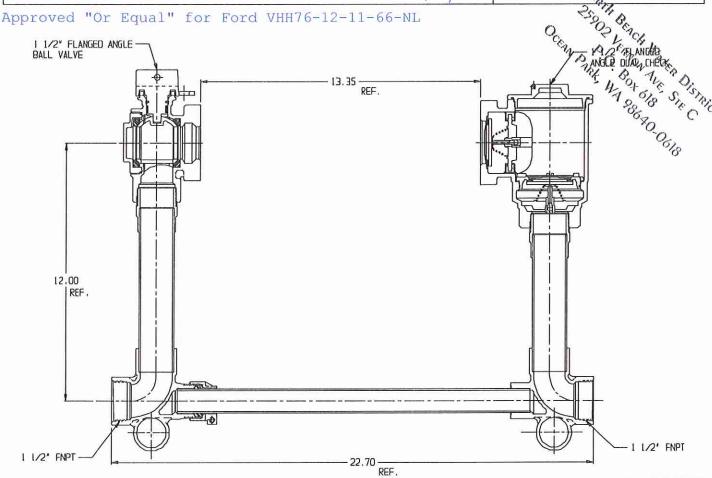
05-11

Author: Bill Neal

NL Large Size Meter Setter – 720-612WDFF 660







SUBMITTAL INFORMATION

- Manufactured in compliance with ANSI/AWWA C800 (latest revision)
- Brass components in contact with potable water conform to ASTM B584, UNS C89833 (latest revision) and identified with "NL"
- Certified to NSF/ANSI 372
- Brass components not in contact with potable water conform to ASTM B62 and ASTM B584, UNS C83600 -85-5-5-5 (latest revision)
- Copper tubing made in compliance with ASTM B88, UNS C12200 (latest revision)
- Lead free solder joints
- Designed to provide proper meter spacing for ease of installation
- · Padlock wings standard on all valves
- Made in North America



A.Y. McDonald Mfg. CO.

P.O. Box 508

Dubuque, IA 52004-508

Toll Free: 1-800-292-2737

Fax: 1-800-832-9296

Hours: 7:00 a.m. - 5:00 p.m., CST

sales@aymcdonald.com www.aymcdonald.com

A.Y. McDonald considers the information on this assembly drawing correct when published. Item and option availability, including specifications, are subject to change without notice.

Submitted by:

03-14

Author: Bill Neal Page 57 of 70

NL Large Size Meter Setter – 720-712WDFF 770



ONTH BOZY FLANGED ANGLE

ONAL CHECK

ANTER DISTRICT FNPT x FNPT Approved "Or Equal" for Ford VHH77-12-11-77-NI 2' FLANGED ANGLE BALL VALVE - 17, 25 ____ 12.00 TZVI (D 2" FNPT 2" FNPT

SUBMITTAL INFORMATION

- Manufactured in compliance with ANSI/AWWA C800 (latest revision)
- Brass components in contact with potable water conform to ASTM B584, UNS C89833 (latest revision) and identified with "NL"
- Certified to NSF/ANSI 372
- Brass components not in contact with potable water conform to ASTM B62 and ASTM B584, UNS C83600 -85-5-5-5 (latest revision)
- Copper tubing made in compliance with ASTM B88, UNS C12200 (latest revision)
- Lead free solder joints
- Designed to provide proper meter spacing for ease of installation
- Padlock wings standard on all valves
- Made in North America



A.Y. McDonald Mfg. CO. P.O. Box 508

Dubuque, IA 52004-508

Toll Free: 1-800-292-2737

Fax: 1-800-832-9296

Hours: 7:00 a.m. - 5:00 p.m., CST

sales@aymcdonald.com www.aymcdonald.com

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Submitted by:

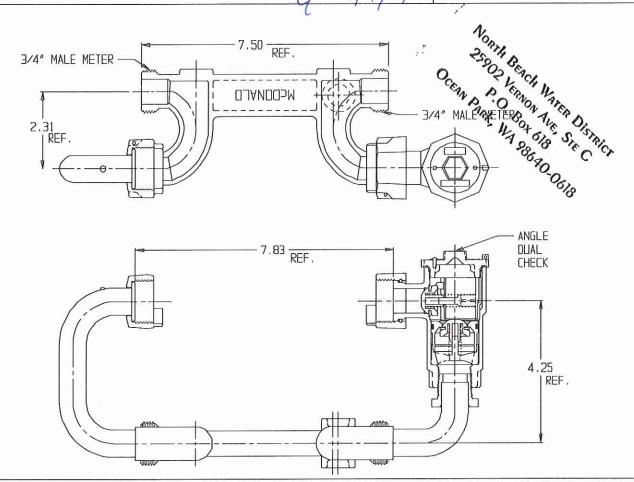
03-14

Author: Bill Neal 04/18/14 Page 58 of 70

NL Meter Setter - 717-204XD-

Male Meter X Male Meter





SUBMITTAL INFORMATION

- Manufactured in compliance with ANSI/AWWA C800 (latest revision)
- Brass components in contact with potable water conform to ASTM B584, UNS C89833 (latest revision) and identified with "NL"
- Certified to NSF/ANSI 61 (reference height restrictions) and NSF/ANSI 372
- Brass components not in contact with potable water conform to ASTM B62 and ASTM B584, UNS C83600 -85-5-5-5 (latest revision)
- Copper tubing made in compliance with ASTM B75 or B88, UNS C12200 (latest revision)
- Lead free solder joints
- Designed to provide proper meter spacing for ease of installation
- · Padlock wings standard on all valves
- · Made in North America



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Submitted by:

05-11

Author: Bill Neal Page 59 of 70 04/18/14

with

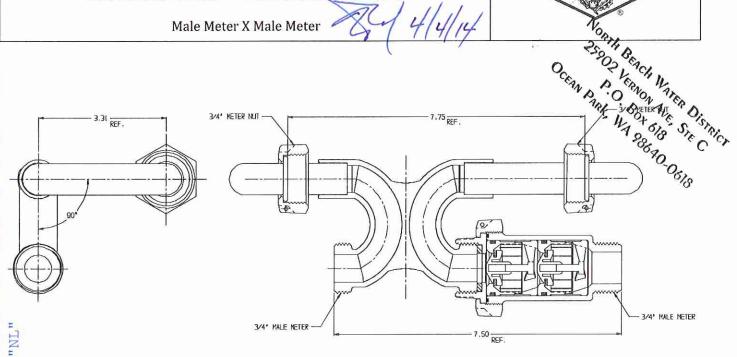
identified

SUBMITTAL DATA SHEET

NL Meter Setter - 710-203NNH- X90

Male Meter X Male Meter





SUBMITTAL INFORMATION

- Manufactured in compliance with ANSI/AWWA C800 (latest revision)
- Brass components in contact with potable water conform to ASTM B584, UNS C89833 (latest revision) and identified with "NL"
- Certified to NSF/ANSI 61 (reference height restrictions) and NSF/ANSI 372
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- Lead free solder joints
- Designed to provide proper meter spacing for ease of installation
- Padlock wings standard on all valves



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Submitted by:

04-14

Author: Bill Neal 04/18/14 Page 60 of 70

Bill Neal

From: Bill Neal
bneal@northbeachwater.com>

Sent: Tuesday, April 8, 2014 11:22 AM

To: 'Todd Vaughn'

Cc: Brian Haage, HD Fowler Vanvoucer; Christopher Boehm, HD Supply; John Herbst,

Ferguson Portland

Subject: RE: NBWD 2014 meter materials

Attachments: RMD-710-203NNH- X90.pdf; RMD-717-204XD--.pdf; RMD-720-712WDFF 770.pdf;

RMD-720-612WDFF 660.pdf; RMD-717-406WD--.pdf; RMD-717-204WD--.pdf;

MD-711-4jf 54.pdf; MD-711-3jf 43.pdf

Greetings,

Mr. Vaughn has provided cut sheet that verify A Y McDonald products meet the specifications as "or equals" for the following items. (please see attached:

| Ford | McDonald . |
|-------------------------|-----------------|
| HHC31-323-NL | 711-3JF 43 |
| HHC31-444-NL | 711-4JF 54 |
| RETRO-2CVBHC-NL | 717-204WD- |
| RETRO-4CVBHC-NL | 717-406WD— |
| VHH76-12-11-66-NL | 720-612WDFF 660 |
| VHH77-12-11-77-NL | 720-712WDFF 770 |
| RETRO-2CHC-NL | 717-204XD- |
| RETRO-Z-2C-3-A-HCO-A-NL | 710-203NNH- X90 |

As a reminder, bids are due this Friday April 11, 2014 at 1:00 PM.

William "Bill" Neal General Manager North Beach Water District bneal@northbeachwater.com

From: Bill Neal [mailto:bneal@northbeachwater.com]

Sent: Friday, April 4, 2014 5:15 PM

To: 'Todd Vaughn'

Cc: Brian Haage, HD Fowler Vanvoucer; Christopher Boehm, HD Supply; John Herbst, Ferguson Portland

Subject: NBWD 2014 meter materials

Greetings,

Please find attached a list of Or Equal items from A Y McDonald Mfg. Co. Please note that the approval is conditioned on the manufacture being able to verify the dual check valve used show on the drawing is a ANSI/ASSE 1024 coded valve. In the past A Y McDonald has not been able to meet this

Author: Bill Neal Page 61 of 70 04/18/14

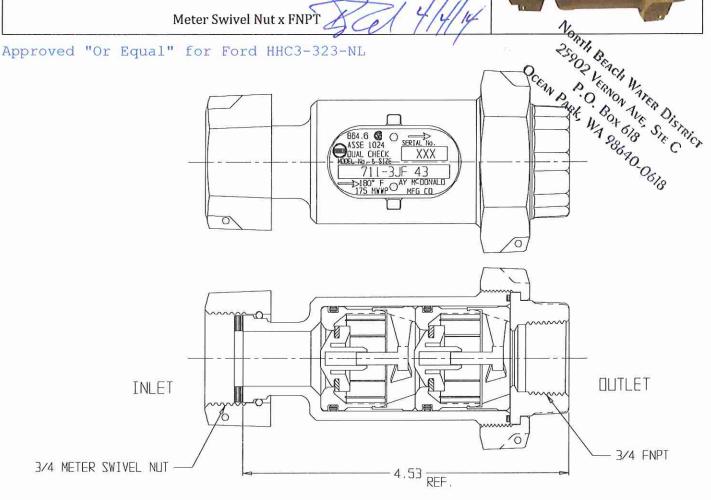
specification but in consideration of HB Jaeger, a recent bidder, and the short time left before bids are due I am conditionally approving the items based on Mr. Vaughn's ability to produce acceptable cut sheets. Please keep in mind the bid opening date and time Friday April 11, 2014 at 1:00 PM. It is my hope that I can present a recommendation of award to the District Commissioners at their regular Board Meeting on April 22, 2014. Have a great weekend!

William "Bill" Neal General Manager North Beach Water District bneal@northbeachwater.com

NL Check Valve 711-3JF 43

Meter Swivel Nut x FNPT





SUBMITTAL INFORMATION

- Manufactured in compliance with ANSI/AWWA C800 (latest revision)
- Dual checks manufactured in compliance with ANSI/ASSE 1024 (latest revision)
- Brass components in contact with potable water conform to ASTM B584, UNS C89833 (latest revision) and identified with "NL"
- Certified to NSF/ANSI 61 and NSF/ANSI 372
- Brass components not in contact with potable water conform to ASTM B62 and ASTM B584, UNS C83600 -85-5-5-5 (latest revision)
- Rated for 175 PSIG water pressure
- Made in the United States of America



A.Y. McDonald Mfg. CO.

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Submitted by:

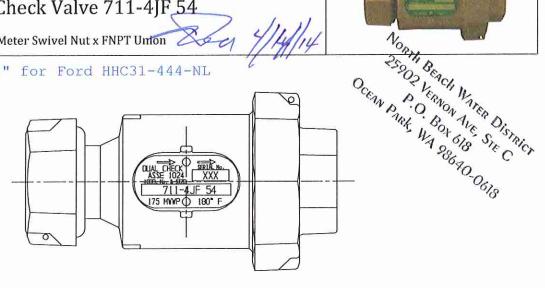
05-11

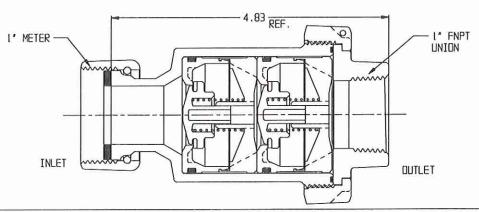
NL Check Valve 711-4JF 54

Meter Swivel Nut x FNPT Union



Approved "Or Equal" for Ford HHC31-444-NL





SUBMITTAL INFORMATION

- Manufactured in compliance with ANSI/AWWA C800 (latest revision)
- Dual checks manufactured in compliance with ANSI/ASSE 1024 (latest revision)
- Brass components in contact with potable water conform to ASTM B584, UNS C89833 (latest revision) and identified with "NL"
- Certified to NSF/ANSI 61 and NSF/ANSI 372
- Brass components not in contact with potable water conform to ASTM B62 and ASTM B584, UNS C83600 -85-5-5-5 (latest revision)
- Rated for 175 PSIG water pressure
- Made in the United States of America



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Submitted by:

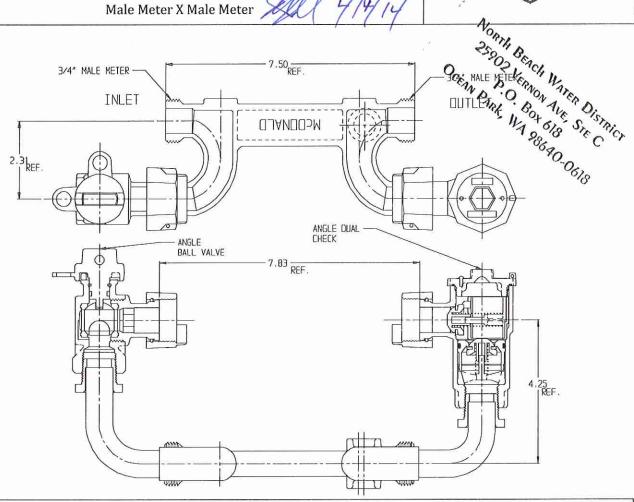
05-12

04/18/14 Author: Bill Neal Page 64 of 70

NL Meter Setter - 717-204WD

Male Meter X Male Meter





SUBMITTAL INFORMATION

- Manufactured in compliance with ANSI/AWWA C800 (latest revision)
- Brass components in contact with potable water conform to ASTM B584, UNS C89833 (latest revision) and identified with "NL"
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- Copper tubing made in compliance with ASTM B75 or B88, UNS C12200 (latest revision)
- Lead free solder joints
- Designed to provide proper meter spacing for ease of installation
- Padlock wings standard on all valves
- Made in North America



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Submitted by:

rtridge

Ca

dua

--

valve

check

the

Provided

Retro-2CVBHC-NL, manufactured version)

Ford

OR

Equal

"Or

Approved

Ö M S

ANSI/ASSE

with

compliance identified

In

(latest style

With

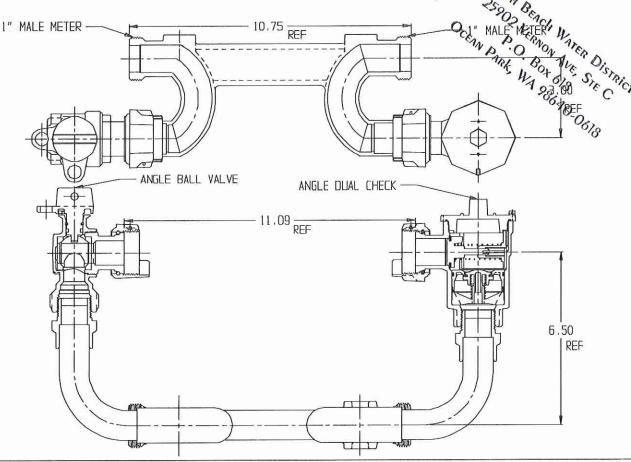
05-11

Author: Bill Neal 04/18/14 Page 65 of 70

NL Meter Setter - 717-406WD--

Male Meter X Male Meter





SUBMITTAL INFORMATION

- Manufactured in compliance with ANSI/AWWA C800 (latest revision)
- Brass components in contact with potable water conform to ASTM B584, UNS C89833 (latest revision) and identified with "NL"
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- Brass components not in contact with potable water conform to ASTM B62 and ASTM B584, UNS C83600 -85-5-5-5 (latest revision)
- Copper tubing made in compliance with ASTM B75 or B88, UNS C12200 (latest revision)
- Lead free solder joints
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- Made in North America



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Submitted by:

cartridge

dua

valve

the check with With

Provided

4CVBHC-NL,

RETRO

Ford

for

Equal

"Or

Approved

manufactured version)

style

02 B (1)

ANSI/ASSE

compliance identified

05-11

Author: Bill Neal Page 66 of 70

NL Large Size Meter Setter – 720-612WDFF 660





Approved "Or Equal" for Ford VHH76-12-11-66-NL

1 L/2' FLANGED ANGLE

BALL VALVE

13.35

REF.

11/2' FRPT

22.70

REF.

SUBMITTAL INFORMATION

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Submitted by:

03-14

Author: Bill Neal Page 67 of 70

NL Large Size Meter Setter – 720-712WDFF 770



ONTH BOZY FLANGED ANGLE

ONAL CHECK

ANTER DISTRICT FNPT x FNPT Approved "Or Equal" for Ford VHH77-12-11-77-NI 2' FLANGED ANGLE BALL VALVE - 17, 25 ____ 12.00 TZVI (D 2" FNPT 2" FNPT

SUBMITTAL INFORMATION

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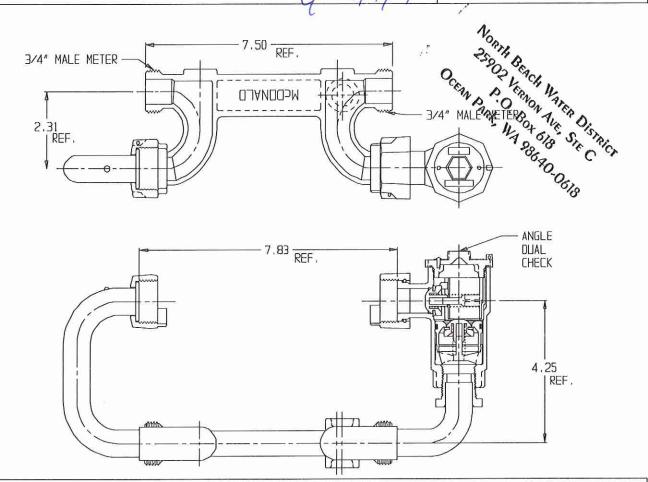
03-14

Author: Bill Neal 04/18/14 Page 68 of 70

NL Meter Setter - 717-204XD-

Male Meter X Male Meter





SUBMITTAL INFORMATION

- Manufactured in compliance with ANSI/AWWA C800 (latest revision)
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Author: Bill Neal Page 69 of 70 04/18/14

with

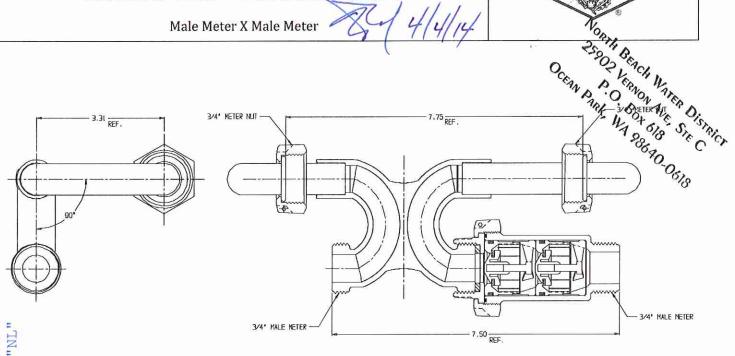
identified

SUBMITTAL DATA SHEET

NL Meter Setter - 710-203NNH- X90

Male Meter X Male Meter





SUBMITTAL INFORMATION

- Manufactured in compliance with ANSI/AWWA C800 (latest revision)
- Brass components in contact with potable water conform to ASTM B584, UNS C89833 (latest revision) and identified with "NL"
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