

# WEST SOUND UTILITY DISTRICT

Board of Commissioners  
Regular Board Meeting

February 7, 2022  
3:00 PM

## AGENDA

### PUBLIC COMMENTS ON NON-AGENDA ITEMS

#### CONSENT AGENDA

1. Approval of the Regular Board Meeting Minutes of January 10, 2022
2. Approval of Vouchers WSUD #30238 through #30261 in the amount of \$53,073.57
3. Approval of Vouchers SKWRF #16789 through #16802 in the amount of \$31,953.77
4. Approval of Vouchers WSUD #30262 through #30294 in the amount of \$68,811.94
5. Approval of Vouchers SKWRF #16803 through #16825 in the amount of \$41,447.86
6. Approval of Vouchers WSUD #30295 through #30318 in the amount of \$101,302.78
7. Approval of Vouchers SKWRF #16826 through #16839 in the amount of \$12,123.06
8. Approval of January Payroll in the Amount of \$219,651.60

#### BOARD DISCUSSION/ACTION ITEM

1. Board Discussion, Resolution 880-20, Emergency Declaration
2. Follow Up Discussion, Robison Plumbing, 3691 Colonial Lane SE
3. Update, Well 1 & 5 Site Area, Veterans Park
4. Resolution 993-22, SKWRF Thickening Centrifuge Replacement Project, GM Signing Authority
5. Resolution 994-22, Modifying Educational and Training Policies
6. Resolution 995-22, Authorizing Equipment Purchase, Conifer Park Lift Station Pump
7. Resolution 996-22, HDR Engineering Scope of Services Amendment, Powell Booster Station
8. Resolution 997-22, DEC, Brixx Development, LLC., Overlook Apartments Phase II
9. Resolution 998-22, Contract Amendment for Repair of the Mitchell Road SE Sewer Main
10. Resolution 999-22, Step Increase, WSUD Operations Manager

#### STAFF REPORTS

1. Plant Manager
2. Operations Manager
3. Finance Manager
4. General Manager

#### COMMISSIONERS' REPORTS

#### EXECUTIVE SESSION

Executive Session may be scheduled to discuss District personnel performance (RCW 42.30.110 (1) (g)) and/or pending litigation (RCW 42.30.110 (1)(i))

#### FUTURE MEETINGS

- |             |   |
|-------------|---|
| February 16 | Sewer Advisory Committee Meeting (Zoom) |
| February 22 | Regular Board Meeting (Venue Pending)   |
| March 7     | Regular Board Meeting (Venue Pending)   |
| March 21    | Regular Board Meeting (Venue Pending)   |

**Executive Sessions may be scheduled as needed for personnel, legal and other similar matters.**

**The Board may add and take action on other items not listed on the agenda**



WEST SOUND UTILITY DISTRICT  
Minutes of Meeting of the Board of Commissioners  
Microsoft Teams (Virtual Meeting)  
2924 SE Lund Avenue, Port Orchard, WA 98366  
Monday January 10, 2022 at 3:00 p.m.

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Chairperson: Jerry Lundberg  
Vice Chairperson: Susan Way  
Commissioner: James J. Hart

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Attending: Randy Screws, General Manager  
John Tapia, Operation Manager  
Marty Grabill, Plant Manager  
Joy Ramsdell, Finance Manager  
Ken Bagwell, Attorney  
Amber Brooks, Customer Service Representative

The meeting was called to order by Commissioner Lundberg at 3:00 p.m.

PUBLIC COMMENTS ON NON-AGENDA ITEMS

Tom Bozeman, Robison Plumbing, addressed the Board of Commissioners when the Board opened the floor to Public Comments on Non Agenda Items. Mr. Bozeman addressed the Board to request a reduction or elimination of an invoice received for damaged District Property. Mr. Bozeman stated that one of his plumbers was at a site located at 3691 Colonial Lane SE and needed to turn the water off to do repairs and when trying to turn the water off the top of the valve broke, per their plumber. The broken valve required the crew to go out and replace the valve and costing which was invoiced to Robison Plumbing.

Mr. Bozeman also requested a consideration for a policy change relating to operating District Facilities, specifically stops on Meter Setters. Mr. Bozeman provided general information and expressed that licensed plumbers have sufficient knowledge and experience in operating these types of devices for turning the water supply off and on from District Facilities. He also indicated that other area utilities do not have issue with licensed plumbers performing this kind of work activity with entity facilities. The Board of Commissioners indicated they did not see a need for policy change at this time.

The Board directed that GM Screws review the provided information and policies and provide the Board a recommendation. GM Screws indicated he would review the information and speak with involved staff and will provide a recommendation at the next Board Meeting.

## CONSENT AGENDA

1. Approval of the Regular Meeting Minutes of December 20, 2021
2. Approval of Vouchers WSUD #30204 through #30237 in the amount of \$80,754.38
3. Approval of Vouchers SKWRF #16770 through #16788 in the amount of \$33,046.85

Commissioner Hart moved to approve items in the Consent Agenda. The motion was seconded by Commissioner Way; motion approved 3-0.

## BOARD DISCUSSION/ACTION

### Board Discussion of Confirmation of Retaining Current Appointment of Officers

Continue another 2 years.

### Board Discussion Resolution 880-20, Emergency Declaration

GM Randy Screws recommended no changes at this time due to Covid19 numbers spiking with this new variant.

### Board Discussion of Well Sites 1 & 5, Veterans Park

GM Screws informed the Board that staff continues doubling up for site visits Monday through Friday and shutting down the site over the weekends. No substantial updates at this time. John Tapia mentioned that they did bring containers to the site for needle disposal.

### Resolution 984-22. Amending Resolution 979-21 Exhibits

Passed 3-0.

### Resolution 985-22. Amending Resolution 980-21 Exhibits

Passed 3-0.

### Resolution 986-22. Authorizing Purchase of a 2022 Nissan Frontier Utility Vehicle

Passed 3-0.

### Resolution 987-22, Authorizing Purchase of Automated Flagging Equipment

Passed 3-0.

### Resolution 988-22, Authorizing Purchase of 2005 F-650 Boom Truck

Passed 3-0.

### Resolution 989-22, Confirming Step Increase, WSUD Employee

Passed 3-0.

### Resolution 990-22, Confirming Step Increase, WSUD Employee

Passed 3-0.

### Resolution 991-22, Confirming Step Increase, WSUD Employee

Passed 3-0.

Resolution 992-22, General Manager's 2022 Salary Adjustment  
Passed 3-0.

PLANT MANAGER'S REPORT

Plant Manager Marty Grabill reported:

- Continues work with PSE on Conservation Grant Agreement. Year one of three should be complete this month. We were able to save 10.1% (178,722 kWh) in 2021. Our goal was 7%, that is around \$16,800 in energy savings.
- Continued work with Trane (ESCO) on the Sharples replacement. Planning replacement with FKC Rotary Drum Thickener. Structural review completed. Site visit scheduled for this Friday with BHC Engineers.
- Nutrient General Permit was released Wednesday the 5<sup>th</sup>, effective January 1, 2022. Testing /trial run of YSI nutrient monitoring probes in MLSS basin.
- Did not float away last week with all the weather and high tides, obviously.

OPERATIONS MANAGER REPORT

Operations Manager John Tapia reported:

CIP

- South Park Main Replacement Project: final comments are with WSE, possible conflict with storm culvert, no updates.
- Powell Booster Station Engineering: Meeting with HDR on January 11, 2022 about Engineering addendum.
- Sedgwick Water Main/Culvert Project: We have been notified by WSDOT and Fisheries that the water main is in conflict with a new fish stream crossing culvert. Project has been pushed out because of permitting with WSDOT and the Fisheries.
- Eisenhower Main Replacement: Engineers' estimate came in at \$390,000.00. This is now a 2022 project. No new updates.
- Fircrest/Mile Hill Main replacement: Project is being reviewed, 2" galvanized to be replaced, no updates.
- Olney Sewer replacement: HDR Engineering estimate came back high. Sent to WSE for review. Will start when other projects are returned to us, no updates.
- Well 21 Rehabilitation: We are running Hokkaido's pump and motor to obtain more data. Pumps, pipes and VFD are in route. First part of April 2022 for completion.

CREW:

1. St. Vincent DePaul project started and pushed out to January 17, 2022 for gas relocate.
2. Crew is doing a survey of the e-one stations. The information is being put into VUEworks, there are 373 pumps with minor fixes being completed.
3. Snow clean up this last week.

## FINANCE MANAGER REPORT

Finance Manager Joy Ramsdell reported:

- Consumption was billed at 31m gallon, which is up 10%.
- December revenues for water was \$271K, up 5% and we added 18 new 1” connections; sewer was \$382K, up 8.6%.
- There were 1559 online payments which included 1136 auto pay customers. We final billed 41 customers.
- As of today, past due accounts are at 92k, which comes down to 181. We are going to be starting the process of penalty fees this month for past due accounts and customer’s that did not keep their payment promise.
- Welcome our new full time Accounting Assistant Michaela. She has an accounting degree with experience. She has been training with Customer Service on the basics, Quarterly filing and AP accrual.
- Janet took over Deena’s tasks for billing, final billing and the consumption reports. Amber has been taking care of the Board Meetings.
- January is the busiest month for Finance, especially since we were closed last week due to the snow. All EE and PR rates and benefits will be updated. All worksheets need to be updated, accrual and revised for Accounts Payable. We are working on getting 2021 invoices from the departments, so we can take care of the internal fund transfer.
- Working on calculating year end accrued compensations for absences and make extra VEBA contribution for qualified employee’s from their sick leave.
- Review budget in Springbrook and chart of accounts.
- Working on year end project for capitalization and calculate 2020 depreciation.

## GENERAL MANAGER’S REPORT

General Manager Screws reported:

- Well 1 & 5 Well Site: Staff continues to double up for site visits Monday through Friday and shutting down the site over the weekends. No substantial updates at this time.
- Work continues on restructuring of the District Developer permitting process.
- Staff is continuing to update and review the website.
- Continue working with HDR on completion of the Water System Plan FCS Group on the Rate Study. Conference call with HDR is scheduled for tomorrow, January 10, 2022.
- No updates on reclassification of some of the risk class employees to reduce L&I costs.
- Filing of medical 1095-B and OSHA Injury information. The District did not have any reportable injuries for 2021.
- Reminder I will be out of the office until January 31, 2022.
- Executive Session is requested for 15 minutes to discuss District personnel performance (RCW 42.30.110 (1) (g)). Action will be taken after Executive Session.

## COMMISSIONER REPORTS

Nothing to report.

## EXECUTIVE SESSION

The Board went into a 10 minute Executive Session with GM Screws and Commissioners at 3:50 p.m. to discuss District personnel performance (RCW 42.30.110 (1) (g)). Action will be taken after Executive Session. Board returned to regular session at 4:00 p.m. Commissioner Lundberg moved to approve Step Increases for Amber Brooks, Erik Roloff, Joy Ramsdell and GM Randy Screws salary adjustment, passed 3-0.

## Adjourn

Commissioner Hart moved to adjourn the meeting at 4:05 p.m. The motion was seconded by Commissioner Way; motion was approved 3-0.

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Jerry Lundberg  
Chairperson

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Susan Way  
Vice-Chairperson

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James Jay Hart  
Secretary





**WEST SOUND UTILITY DISTRICT  
RESOLUTION 993-22**

**A RESOLUTION OF THE  
WEST SOUND UTILITY DISTRICT BOARD OF COMMISSIONERS  
AUTHORIZING THE SIGNING BY THE GENERAL MANAGER OF  
AGREEMENTS, PURCHASES AND CONTRACTS RELATING TO THE  
SKWRF CENTRIFUGE REPLACEMENT PROJECT**

**WHEREAS**, the SKWRF's 2022 Capital Fund contains approved budget funding in the amount of \$1,300,000.00 for replacement of the existing Sludge Thickening Centrifuge with a Rotating Disk Thickener; and

**WHEREAS**, SKWRF has determined that the most viable method for completion of the Sludge Thickening Centrifuge replacement project is through the Washington State Department of Enterprise Services (DES) Energy Services Performance Contracting Program; and

**WHEREAS**, SKWRF has solicited and selected a prequalified and approved Energy Services Company (ESCO) through DES which is identified as Trane U.S, Inc. for the Sludge Thickening Centrifuge project at the SKWRF Facility; and

**WHEREAS**, the project will require authorization of agreements, purchases and contracts in excess of the authority of the General Manager; and requires the approval of the Board of Commissioners; **NOW, THEREFORE**,

**THE BOARD OF COMMISSIONERS OF WEST SOUND UTILITY DISTRICT HEREBY RESOLVES:**

**Section 1.** The Board of Commissioners hereby approve the signing by the General Manager of the DES form (Exhibit "A") addressing Funding Approval for the Investment Grade Audit portion of the Sludge Thickening Centrifuge Project in the amount of \$129,221.00.

**Section 2.** The Board further authorizes the General Manager, on behalf of the District, to execute future agreements, purchases and contracts within budgetary constraints relating to the Centrifuge Replacement Project.

**APPROVED and ADOPTED** by the Board of Commissioners of West Sound Utility District at a Board meeting scheduled on February 7, 2022.

**WEST SOUND UTILITY DISTRICT**  
Kitsap County, Washington

\_\_\_\_\_  
Jerry Lundberg  
Chairperson

\_\_\_\_\_  
Susan Way  
Vice Chairperson

\_\_\_\_\_  
James J. Hart  
Secretary



STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501  
PO Box 41476, Olympia, WA 98504-1476

January 25, 2022

TO: Marty Grabill, West Sound Utility District  
FROM: Rachel Whitezel, Contracts Specialist, (360) 407-8029  
RE Agreement No. 2022-525 A (1)  
IGA - Replace Sludge Thickener  
  
IAA No. K6926  
  
Trane U.S. Inc.

SUBJECT: Funding Approval

The Dept. of Enterprise Services (DES), Energy Program, requires funding approval for the above referenced contract documents. The amount required is as follows:

ESCO Audit	<u>\$129,221.00</u>
<b>Total Funding</b>	<b>\$129,221.00</b>

**In accordance with the provisions of RCW 43.88, the signature affixed below certifies to the DES Energy Program that the above identified funds are appropriated, allotted or that funding will be obtained from other sources available to the using client/agency. The using/client agency bears the liability for any issues related to the funding for this project**

By \_\_\_\_\_  
Name / Title Date

Please sign and return this form to E&AS. If you have any questions, please call me.

**ENERGY SERVICES AUTHORIZATION NO. 2022-525 A (1)**  
 Detailed Investment Grade Energy Audit & Energy Services Proposal Agreement  
**West Sound Utility District**  
 IGA - Replace Sludge Thickener  
 January 25, 2022  
 MASTER ENERGY SERVICES AGREEMENT NO. 2021-121 L (12)

The Owner and the Energy Services Company (ESCO) named below do hereby enter into this Authorization under terms described in the following sections:

Authorization to Proceed  
 Compensation for Energy Services

Project Conditions

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**I. AUTHORIZATION TO PROCEED:**

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Energy Services Company:

Owner:

Trane U.S. Inc.  
 2333 158<sup>th</sup> Court NE  
 Bellevue, WA 98008  
 Telephone No. (425) 503-9958  
 Fax No. (425) 643-4314  
 E-Mail [dmitchell@trane.com](mailto:dmitchell@trane.com)

West Sound Utility District  
 acting through the  
 Department of Enterprise Services  
 Energy Program  
 PO Box 41476  
 Olympia, WA 98504

By \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

By \_\_\_\_\_  
 Name Douglas Kilpatrick,  
 Title Energy Program Manager  
 Date \_\_\_\_\_

State of Washington Contractor's License No. TRANE\*\*934RE  
 State of Washington Revenue Registration No. 409 002 086  
 MWBE Certification No. \_\_\_\_\_

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**II. COMPENSATION FOR ENERGY SERVICES:**

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Basic Services	COMPENSATION
Energy Audit and Energy Services Proposal	\$ 129,221.00
<b>Grand Total (plus WSST as applicable)</b>	<b>\$ 129,221.00</b>

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**III. PROJECT CONDITIONS:**

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The Project Conditions contained in the Master Energy Services Agreement will be used unless specifically changed herein. The cost effectiveness criteria for this project are per the Trane U.S. Inc. proposal dated January 18, 2022.

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**IV. SCOPE OF WORK:**

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Per the ESCO proposal dated January 18, 2022 conduct a Detailed Investment Grade Energy Audit of West Sound Utility District, South Kitsap Water Reclamation Facility, to identify cost effective energy conservation measures and present a written Energy Services Proposal, including all energy audit documentation. The ESCO shall prepare the final Energy Services Proposal, detailing the actual energy services and ESCO equipment to be provided, energy savings and cost guarantees, measurement and verification plans, and commissioning plans for the proposed measures. Measures will include items that save energy, water and other resources. The Cost Effectiveness Criteria for this project shall be as established in the Master Energy Services Agreement or as modified in Section III above.

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**V. SCHEDULE FOR COMPLETION**

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Final completion of the Energy Audit and Energy Services Proposal within 180 calendar days after Authorization to Proceed.

2022525Aagrrw



January 18, 2022  
Mr. Butch Boles  
Department of Enterprise Services  
1500 Jefferson Street SE  
PO Box 41476  
Olympia, WA 98504-1476

SUBJECT: Detailed Investment Grade Audit Fee Proposal  
West Sound Utility District SKWRF – Phase 1 Sludge Thickener

Dear Butch:

We are pleased to submit this Investment Grade Audit (IGA) Proposal for energy improvements at West Sound Utility District's (WSUD) South Kitsap Water Reclamation Facility (SKWRF). This project will replace existing equipment for Dewatering Operations. Trane will provide scope of work documents, project development, cost estimating, energy/operational savings calculations, pre-retrofit measurement and verification, support with grant applications if applicable, and coordination with the utility provider if applicable for the subject project in accordance with the following:

Trane will undertake a detailed Investment Grade Audit (IGA) of specific systems within the SKWRF. The primary focus of the IGA includes the elements listed below to assemble a project that meets the defined cost effectiveness criteria, achieves the operational goals of WSUD, and may be submitted for applicable utility incentives and grants.

**Primary IGA Focus/Scope of Work**

The Energy Conservation Measures (ECMs) to be studied as part of this IGA are summarized below.

ECM-1. Replace Sludge Thickener:

The existing centrifuge thickener at the SKWRF is no longer operable. A failed PLC battery followed by a loss of power resulted in the thickener control program being lost. A replacement program is unavailable due to the age of the unit, so it is not capable of running. A new 150 gpm capacity rotary drum thickener (RDT) manufactured by FKC has been selected to replace the centrifuge and will be installed where the centrifuge presently sits. The SKWRF has a smaller disk thickener onsite that is currently used in place of the centrifuge, but must operate 24/7 to process the existing sludge load and is undersized for future loads. The proposed improvements will maintain the disk thickener as a backup. The existing polymer system will be modified to feed polymer to both the new RDT and the existing disk thickener. A new thickened sludge pump will be installed for the proposed new RDT, as the existing thickened sludge pump associated with the centrifuge does not have sufficient capacity for the higher sludge load. Instead, that existing sludge pump will be relocated to replace the thickened sludge pump associated with the disk thickener, which has had issues with requiring frequent (i.e., annual) replacement of the stator. The existing sludge feed pumps have adequate capacity to supply the proposed new RDT and do not require any modifications, as they were recently rehabilitated. The new thickener will be lower maintenance and able to run unattended. The IGA assumes the thickener will be located in the existing dewatering facility. Trane will select a new thickener with adequate capacity for the plant and that optimizes future energy use and maintenance costs.

1. Scope of Work Development

- a. Procure and manage sub-consultants
- b. Conduct a design workshop with the WSUD and DES to review design features, equipment options, and operational requirements
- c. Work with WSUD staff to identify and apply for applicable grants as applicable.
- d. Conduct meetings and site visits throughout the IGA as needed to provide information to the WSUD and DES at key points: a preliminary design workshop (described under item b), site visits to create the preliminary scope documents, preliminary design review meeting with the WSUD and DES, a formal pre-bid meeting and contractor site walk, and presentation of guaranteed cost and savings.



2. Energy/Operational Savings Calculations
  - a. Calculate energy and operational savings for the ECMs listed above
  - b. Create pre- and post-retrofit measurement and verification plan
  - c. Coordinate with WSUD regarding historical operational costs
  - d. Implement pre-retrofit M&V activities
  - e. Coordinate with local utility provider regarding applicable incentives
  
3. Basis of Design / Ecology Engineering Review
  - a. Outline existing Biosolids configuration
  - b. Analyze and project sludge loads
  - c. Verify thickener size and capacity along with pumps and polymer system
  - d. Verify ventilation and electrical conductors comply with existing regulations
  - e. Draft report for review by WSUD
  - f. Final report prepared to send to Ecology
  
4. Cost Estimating
  - a. Create RFP documents, receive and review proposals, determine costing per trade
  - b. Coordinate subcontractor site visits, respond to bidder questions, evaluate proposals, prepare GMAX costing and financial analysis
  - c. Prepare project financial analysis, review project scope, financing options, and pricing with WSUD and DES, and develop final guaranteed maximum project pricing and project financial pro forma
  
5. Pre-Construction
  - a. Coordinate with subcontractors and vendors post-Energy Services Proposal and in advance of the Notice to Proceed.
  - b. Develop construction schedule with WSUD
  - c. Review and route contract documents
  - d. Review construction logistics with WSUD
  - e. Develop preliminary safety plan and identify safety requirements for the RFP
  
6. IGA progress meetings with the DES and WSUD as required. Assumptions:
  - a. WSUD staff will provide requested information to the extent that the information is available.
  - b. Trane will design around one equipment make and model for all improvements, however "equivalent" and "equal" equipment will be considered and evaluated by Trane, the DES, and WSUD.

Trane will present to WSUD and Department of Enterprise Services (DES) a written Energy Services Proposal (ESP), including the IGA documentation. The ESP will set forth at least the following:

1. A description of the Facility and a description of those buildings and systems which shall receive Trane Equipment and Trane Services;
2. The Cost Effective EEMs to be installed or caused to be installed by Trane and a description of the EEMs analyzed but disqualified under the cost effectiveness criteria.
3. The services that Trane will perform or cause to be performed on or in the Facility, including but not limited to engineering, construction management, the operations and maintenance procedures for use on Trane Equipment, training for Facility personnel, providing warranty service, and equipment maintenance;
4. The Guaranteed Maximum Project Cost, itemized in detail (including but not limited to: labor, material and equipment, Construction Contingency, performance bond, design, construction management, and overhead and profit), which may be amended to represent actual costs;
5. Recommendations for replacement of Existing Equipment, along with recommendations for improvements to Existing Equipment and Operating Conditions;
6. The standards of comfort and service appropriate for the Facility;



7. The Baseline Energy Consumption for the Facility, including the data, methodology and variables used to compute the Baseline, and the Baseline calendar period which shall not be less than twelve (12) months, and must be multiples of (12) months if longer than (12) months;
8. The Guaranteed Energy Savings and estimated Energy Cost Savings that are expected to result from the installation of Trane Equipment and from Trane Service. Include an explanation of the method(s) used to determine energy savings and utility rate assumptions used to calculate the cost savings;
9. The method by which Energy Savings and Energy Cost Savings will be calculated during the term of the Energy Services Authorization;
10. A description of how Trane will finance its acquisition of Trane Equipment and when title to Trane Equipment will pass to the Owner;
11. A description of how Energy Savings will be guaranteed by Trane;
12. A description of how Trane proposes to be compensated;
13. The term of the Energy Services Authorization;
14. The Termination Value for each year during the term of the Energy Services Authorization;
15. The schedule for project completion;
16. The nature and extent of the Work and equipment that Trane anticipates it will receive from other firms under subcontract;
17. A project-specific Diverse Business Inclusion Plan (Inclusion Plan), when applicable and where constraints or other factors prevent Trane from applying its pre-submitted Diverse Business Inclusion Plan to the Work.
18. Trane's Measurement and Verification (M&V) Plan for documenting energy savings, including specifying utility rates to be used, methodology, post-construction equipment adjustment and any recommendation to continue or discontinue M&V reporting beyond the first twelve months post-installation, consistent with the International Performance Measurement and Verification Protocol (IPMVP), specifying how the cost of M&V was determined;
19. A list of applicable building, mechanical, energy or other pertinent state and local codes that may impact the project costs.

**WSUD Responsibilities:**

1. Provide access to record drawings, O&M data, submittals, startup/TAB reports, etc. as required to allow Trane to fully develop the baseline operation of the existing systems to be studied.
2. Provide access to 24 - 36 months of historical utility data (electricity, natural gas, water, and sewer).
3. Provide access to staff and occupants with knowledge of history and operation of the systems to be studied as part of this IGA.
4. Provide access to the sites, buildings and systems to be studied as required.
5. Provide access to WSUD stakeholders during the IGA phase.

**Fixed Fee for IGA (all fees subject to WSST):**

Total Fixed IGA Fee:..... \$129,221

**Cost Effectiveness Criteria:**

The cost of the Investment Grade Audit will be rolled into the final cost of the project should the WSUD proceed with implementation of the subject project. Should Trane complete the scope outlined in this IGA Proposal and identify a project that meets the identified Cost Effectiveness Criteria, and the WSUD chooses not to implement subject project with Trane, the WSUD will reimburse Trane the entire IGA fee within 60 days after the submission of the ESP. If Trane is unable to identify a project that meets the identified Cost Effectiveness Criteria, the WSUD will not be financially obligated to Trane for the Investment Grade Audit.

The cost effectiveness criteria for this IGA is divided into two categories, Technical and Financial. Trane will provide the following to the WSUD as part of the IGA and future construction of selected ECM's.



- Technical: Use equipment specified during the IGA, risk transfer to Trane, guaranteed maximum price and minimum energy savings identified prior to construction start, replace aging infrastructure, improve operation and reduce maintenance burden.
- Financial: The ESP will demonstrate that the project is lifecycle cost effective (LCCA) over the expected life of the installed equipment and infrastructure. Since energy savings for this project is small compared to total project cost the typical LCCA formula does not apply. Lifecycle cost effectiveness will be defined by the following formula, where deferred capital cost is equal to the replacement cost of the existing failed thickener.  $LLCA = (\text{total project cost} - \text{utility incentives} - \text{grants} - \text{deferred capital cost}) / (\text{annual energy} + \text{maintenance savings})$ . In addition, Trane will complete energy and maintenance savings calculations assuming an elevated baseline for future projected flows and plant loadings.

**Schedule for IGA Services:**

Substantial completion of this IGA will be within 180 days, and full completion within 210 days, of Notice to Proceed.

We at Trane appreciate the opportunity to provide these services. If this IGA proposal is satisfactory, please forward contract documents.

Sincerely,

Angie Estey  
Senior Account Executive  
Trane Technologies





**WEST SOUND UTILITY DISTRICT  
RESOLUTION 994-22**

**A RESOLUTION OF THE  
WEST SOUND UTILITY DISTRICT  
BOARD OF COMMISSIONERS  
MODIFYING EDUCATIONAL AND TRAINING POLICIES**

**WHEREAS**, the Board of Commissioners adopted Resolution 34-08 (Exhibit A) on March 26, 2008 adopting the “Educational Assistance Program” delineating the educational assistance reimbursement maximum amount for each half of a calendar year not to exceed \$300.00 for a total of \$600.00 per year; and

**WHEREAS**, the Board of Commissioners adopted Resolution 550-15 on June 22, 2015 establishing a Uniform Administrative Code Book and further defining Educational and Training Policies: and

**WHEREAS**, the District has a need to evaluate, update and modify programs and policies from time to time and provide further clarification; **NOW, THEREFORE**,

**THE BOARD OF COMMISSIONERS OF WEST SOUND UTILITY DISTRICT HEREBY RESOLVES:**

**Section 1.** The District will assist qualified employees with financial educational assistance and additional job training, as described in the Educational Assistance and Training Section (Exhibit B) of the District Administrative Code Book.

**Section 2.** The Boards of Commissioners by adoption of Resolution 934-22 do hereby rescind Resolution 34-08.

**APPROVED and ADOPTED** by the Board of Commissioners of West Sound Utility District at a Board meeting scheduled on February 7, 2022.

**WEST SOUND UTILITY DISTRICT**  
Kitsap County, Washington

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Jerry Lundberg  
Chairperson

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Susan Way  
Vice Chairperson

---

James J. Hart  
Secretary

**WEST SOUND UTILITY DISTRICT  
RESOLUTION 34-08**

**A RESOLUTION OF THE  
WEST SOUND UTILITY DISTRICT BOARD OF COMMISSIONERS  
ADOPTING POLICIES FOR THE  
EDUCATIONAL ASSISTANCE PROGRAM**

**WHEREAS**, West Sound Utility District has established an Educational Policy as described in the District's Personnel Manual; and

**WHEREAS**, The implementation of the policy requires adoption of certain rules and guidance; now

**THEREFORE THE BOARD OF COMMISSIONERS OF WEST SOUND UTILITY DISTRICT HEREBY RESOLVES:**

The District will assist the qualified employee in additional job training, as described in the Employee's Manual.

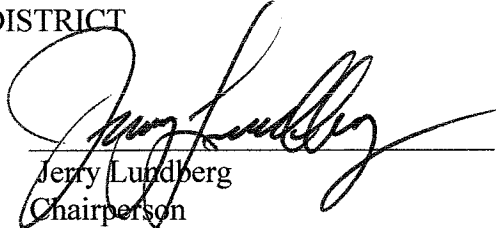
The following will be used in the evaluation of the employee's request for tuition assistance:

1. The employee must be a full time employee who is not in a probation status or who is absent from duty such as on prolonged sick leave, vacation, or other excused absence.
2. The District reimbursement is limited to tuition, books, and class-required supplies. Travel, living expenses, and other fees are not reimbursable under this program.
3. The District reimbursement limit shall not exceed \$300. The employee may apply once every six months for tuition assistance.
4. Only those educational classes that directly apply to the employee's duties or can assist the District are eligible for tuition assistance.
5. Tuition assistance must be recommended by the department manager and pre-approved by the General Manager before the employee commits to the training. Tuition assistance is not guaranteed and the District is not obligated to the expense until the request is approved.

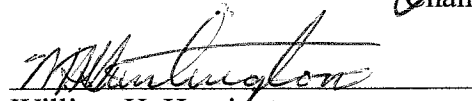
6. Payment of the reimbursement will be based on the employee successfully completing the class with a C-grade or better. If the District payment is made and the employee does not pass that specific class, the employee agrees to reimburse the District.

ADOPTED, by the Board of Commissioners of West Sound Utility District, at a regular scheduled meeting on March 26, 2008.

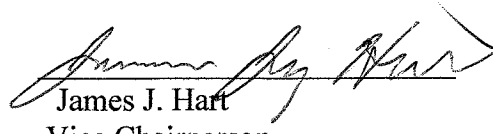
WEST SOUND UTILITY DISTRICT  
Kitsap County, Washington




Jerry Lundberg  
Chairperson



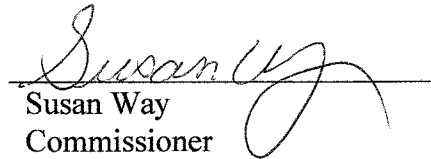
William H. Huntington  
Secretary



James J. Hart  
Vice Chairperson



Jeannie Screws  
Commissioner



Susan Way  
Commissioner

## **4.5 Educational Assistance and Training**

Although the District has initiated a policy of assisting in your education as it relates to your job at the District, it must be realized that the dollars available each year are limited. All employees should understand that this policy may be changed without notice, from time to time, and by no means is intended to create a “right” without limitations.

**4.5.1 General** – The District seeks to provide training opportunities to improve an employee’s knowledge and skills. The training opportunities provided may include District-sponsored “in-house” programs, vocational, technical and other training classes through outside sources. It is anticipated District training programs will provide measurable contributions to its overall goals and objectives. Training programs should be designed to help continually improve the skills of employees, to make employees more efficient and valuable to the District, and to enhance promotional ability, continued employment and employee satisfaction.

**4.5.2 Financial Educational Assistance** - Regular full time employees with a minimum of one year of service may apply for financial educational assistance. The program only applies to employees who are not in a probation status or who are absent from duty such as on prolonged sick leave, vacation, or other excused absences.

The District reimbursement limit for financial educational assistance shall not exceed \$500.00 for each half of the calendar year. The employee may apply once every six months for a total of \$1,000.00 per year for financial educational assistance.

Any employee requesting financial educational assistance must do so in writing, giving the name of the class, the sponsor or institution, the costs involved, and a short written essay on how the class/training would benefit the employee and the District. Requests will be submitted through your Department Manager to the General Manager. Financial educational assistance must be recommended by the Department Manager and pre-approved by the General Manager before the employee commits to the training. Financial educational assistance is not guaranteed and the District is not obligated to the expense until the request is approved.

If your request is approved, the District reimbursement is limited to tuition, fees, books, class-required supplies and availability of Departmental Budgeted Funding. Travel, living expenses, and other fees are not reimbursable under this program.

The costs, for any classes/training the employee does not successfully complete will not be reimbursed. Employees who request and receive educational assistance have an obligation to complete the class/training. Failure to successfully complete training programs makes the individual liable for all associated costs incurred by the individual. A grade of “C” or better, or a rating of “credit” or “satisfactory completion” constitutes successful completion. Upon completion of training, employees are to present evidence of satisfactory completion of the course/training to the General Manager.

**4.5.3 Evaluation of Training** – Evaluation of training programs is an integral part of the District’s training policy. Each employee who received training may be required to complete a course evaluation. The General Manager will review the evaluation with the employee as soon as reasonably possible, after it is submitted. These reviews are intended to help determine if the objectives of the employee and the District were met by the training. They should also allow a supervisor and employee to evaluate the benefits of the training and its impact on the desired changes in the employee’s knowledge, skill, and performance.

**4.5.4 Compensation During Training Sessions** – Employees will be compensated for and will continue to accrue sick leave, vacation and retirement benefits during the time spent in approved training courses during or outside of regular work hours; however, Employees shall not be compensated for time spent at training sessions outside their regular work hours unless attendance at the training session is mandatory, required and/or the employee was required to perform productive work during the training program.

**4.5.5 Supervisory Training** – It is the District’s policy to support supervisory development to ensure the highest level of effective management skills. To this end, the General Manager will periodically evaluate the training needs of supervisory personnel and plan appropriate training activities.

#### **4.44.5 Educational Assistance and Training Policy**

~~This document is a clarification of West Sound Utility District policy on educational assistance. All employees should understand that this document may be changed without notice, from time to time, and by no means is intended to create a “right” without limitations.~~

Although the District has initiated a policy of assisting in your education as it relates to your job at the District, it must be realized that the dollars available each year are limited. ~~Thus, education assistance requests may be denied because of budget limitations. The General Manager will review education assistance requests and recommend acceptance or denial to the Board of Commissioners.~~ All employees should understand that this policy may be changed without notice, from time to time, and by no means is intended to create a “right” without limitations.

**4.5.1 General** – The District seeks to provide training opportunities to improve an employee’s knowledge and skills. The training opportunities provided may include District-sponsored “in-house” programs, vocational, technical and other training classes through outside sources. It is anticipated District training programs will provide measurable contributions to its overall goals and objectives. Training programs should be designed to help continually improve the skills of employees, to make employees more efficient and valuable to the District, and to enhance promotional ability, continued employment and employee satisfaction.

**4.5.2 Financial Educational Assistance** - Regular full time employees with a minimum of one year of service may apply for financial educational assistance. The program only applies to employees who are not in a probation status or who are absent from duty such as on prolonged sick leave, vacation, or other excused absences.

The District reimbursement limit for financial educational assistance shall not exceed \$500.00 for each half of the calendar year. The employee may apply once every six months for a total of \$1,000.00 per year for financial educational assistance.

Any employee requesting financial educational assistance must do so in writing, giving the name of the class, the sponsor or institution, the costs involved, and a short written essay on how the class/training would benefit the employee and the District. Requests will be submitted through your ~~Department Managers~~ ~~supervisor~~ to the General Manager. Financial educational assistance must be recommended by the Department Manager and pre-approved by the General Manager before the employee commits to the training. Financial educational assistance is not guaranteed and the District is not obligated to the expense until the request is approved.

If your request is approved, the District ~~will reimburse you for all or some registration fees and books for courses taken at an approved or accredited institution. However, the employee must complete and pass the courses taken.~~ reimbursement is limited to tuition, fees, books, class-required supplies and availability of Departmental Budgeted Funding. Travel, living expenses, and other fees are not reimbursable under this program.

~~**4.5.1**—The costs, for any classes/training for which the District pre-pays and the employee does not successfully complete will not be reimbursed., must be repaid immediately. Any~~

~~employee not repaying within 30 days will agree through their signature for receipt of this policy document to have the costs withheld from his or her next payroll. Employees who request and receive educational assistance have an obligation to complete the class/training. Failure to successfully complete training programs makes the individual liable for all associated costs incurred by the individual. A grade of “C” or better, or a rating of “credit” or “satisfactory completion” constitutes successful completion. Upon completion of training, employees are to present evidence of satisfactory completion of the course/training to the General Manager.~~

#### ~~4.5.2 Training~~

- ~~1. **General** — The District seeks to provide training opportunities to improve an employee’s knowledge and skills. The training opportunities provided may include District-sponsored “in-house” programs, vocational, technical and other training classes through outside sources. It is anticipated District training programs will provide measurable contributions to its overall goals and objectives. Training programs should be designed to help continually improve the skills of employees, to make employees more efficient and valuable to the District, and to enhance promotional ability, continued employment and employee satisfaction.~~
- ~~2. **In-House Training** — The District’s decision to develop in-house training programs or contract with outside entities to develop training programs will be made on the basis of cost and reasonable ability of the District to develop programs.~~
- ~~3. **Outside Training** — All regular employees are eligible to participate in the District’s tuition reimbursement plan. Under this plan, an employee will receive full or partial reimbursement for any outside training costs designed to enhance the employee’s job skills, when approved by the Board of Commissioners upon recommendation of the General Manager.~~
- ~~4. **Training Requests and Authorization** — Requests for tuition reimbursement and training approval must be made through an appropriate supervisor prior to an employee taking the course. The employee shall be reimbursed after completion of the training. If the training is approved, a copy of the training application will be returned with the proper acknowledgments.~~
- ~~5. **Payment of Training Expenses** — Upon completion of training, employees are to present the following to the General Manager:
  - ~~a. — Certified evidence of satisfactory completion of the course. Satisfactory completion for courses that are not required as a condition of employment~~~~



~~will be a grade of “C” or better or a rating of “satisfactory” or better. Satisfactory completion for courses that are required as a condition of employment in the present position will be any “credit” or “passing” grade. Training which results in unsuccessful completion will not be reimbursed by the District, and in the case of District prepaid training, the employee will be required to reimburse the District for all previously reimbursed training costs.~~

~~b. Copies of receipts for all training expenses if District reimbursement has not already been paid.~~

~~6. **Types of Expenses Reimbursed** — When pre-authorized, payment of the following training expenses may be allowed: Tuition and registration fees; laboratory and library services; books and other services or facility fees directly related to training; and membership fees to the extent the fees are necessary costs directly related to the training itself, or that payment of the fee is necessary before taking the training.~~

~~7. **District Prepaid Training** — Employees who are taking District prepaid training have an obligation to complete the training. Failure to successfully complete prepaid training programs makes the individual liable to the District for all training costs expended by the District. A grade of “C” or better, or a rating of “credit” or “satisfactory completion” constitutes successful completion. If an employee feels compelled to withdraw from a prepaid training course, the employee must first contact the General Manager to discuss the specific reasons.~~

~~Under no circumstances should a District employee decide not to complete a training course without first obtaining the approval of the General Manager~~

8. **4.5.3 Evaluation of Training** – Evaluation of training programs is an integral part of the District’s training policy. Each employee who received training may be required to complete a course evaluation. The General Manager will review the evaluation with the employee as soon as reasonably possible, after it is submitted. These reviews are intended to help determine if the objectives of the employee and the District were met by the training. They should also allow a supervisor and employee to evaluate the benefits of the training and its impact on the desired changes in the employee’s knowledge, skill, and performance.

9. **4.5.4 Compensation Pay During Training Sessions** – Employees will be compensated for and will continue to accrue sick leave, vacation and retirement benefits during the time spent in approved training courses during or outside of regular work hours; however, Employees shall not be compensated for time spent at training sessions outside their regular work hours unless attendance at the training session is mandatory, required and/or the employee was required to perform productive work during the training program.

10. **4.5.5 Supervisory Training** – It is the District’s policy to support supervisory development to ensure the highest level of effective management skills. To this end, the General Manager will periodically evaluate the training needs of supervisory personnel and plan appropriate training activities.

~~[Resolution 452-15]~~



**WEST SOUND UTILITY DISTRICT  
RESOLUTION 995-22**

**A RESOLUTION OF THE WEST SOUND UTILITY DISTRICT  
BOARD OF COMMISSIONERS  
APPROVING EQUIPMENT PURCHASE OF  
A LIFT STATION PUMP FOR THE  
CONIFER PARK LIFT STATION**

**WHEREAS**, the Wastewater 2022 Capital Improvement Budget contains funding for replacement equipment to address needs for Lift Stations; and

**WHEREAS**, one of the two pumps is in need of replacement and near end of life; and

**WHEREAS**, the District solicited a proposal from Whitney Equipment to provide the District with needed replacement pump for the Conifer Park Lift Station; and

**WHEREAS**, Whitney Equipment is a sole source provider for specific equipment needed by the District for the identified Lift Station; and

**WHEREAS**, the amount for this purchase is in excess of the \$20,000.00 purchasing authority of the General Manager; and requires the approval of the Board of Commissioners; **NOW, THEREFORE**,

**THE BOARD OF COMMISSIONERS OF WEST SOUND UTILITY DISTRICT HEREBY RESOLVES:**

**Section 1.** The District's Board of Commissioners hereby approve the attached equipment supply from Whitney Equipment as identified in Exhibit "A" in the amount of \$60,908.00 plus WSST in the amount of \$5,481.72 for a total of \$66,389.72

**APPROVED and ADOPTED** by the Board of Commissioners of West Sound Utility District at a Board meeting scheduled on February 7, 2022.

**WEST SOUND UTILITY DISTRICT**

Kitsap County, Washington

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Jerry Lundberg  
Chairperson

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Susan Way  
Vice Chairperson

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James J. Hart  
Secretary



16120 Woodinville-Redmond Road NE, Suite 3  
Woodinville, WA 98072 Phone: (425) 486-9499

2501 Columbia Way Suite 300  
Vancouver, WA 98661 Phone: (360) 694-9175

12/22/2021

Quote #: 35784 - 1

To: West Sound Utility District  
Attn: John Tapia  
Email: jtapia@wsud.us  
Phone: 360 876-2545

**Project Name: West Sound Utility Conifer Park Spare pump**

The following is Whitney Equipment Company's proposal for equipment we can furnish for the above referenced project. A detailed list of the equipment and services included in this proposal is shown in the following Scope of Supply. Only items listed in the Scope of Supply are included in this proposal. This proposal is valid for 30 days from the date listed above. Please contact us to verify pricing and availability beyond 30 days as pricing and availability may vary. The conditions of sale associated with this proposal are attached.

Engineering calculations and design services are included only when specifically listed in the Scope of Supply. Field or startup services are not included unless specifically listed in the Scope of Supply. If additional field or onsite assistance is needed beyond what is included in the Scope of Supply, it can be supplied at a rate of \$140.00/hour at the job site, plus travel time and expense. Unless specifically listed in the following Scope of Supply, we do not include haulage, unloading including provision of lifting equipment, permits, bonds, insurance, installation, sales or use taxes or duties of any kind, power, chemicals, water, concrete, grout, anchor bolts, controls, wire, conduit, lights, fans, piping, valves, fittings, drains, meters, gauges, signs, safety equipment, labor, tools, field paint, lubricants, or any other items not listed as included.

Prices are firm for 30 days. Purchaser must also pay any costs incurred for additional field or onsite assistance no later than 30 days after receipt of an invoice for field or onsite services from Whitney Equipment Company.

The equipment will be coated with the manufacturers' standard preparation and coatings unless special coatings are listed in the Scope of Supply. Equipment will be prepared for shipment per the manufacturers' standard packing procedure. The purchaser is responsible for receiving all items including promptly inspecting for damage, noting damages, and filing for all missing or damaged items in a timely manner. Freight shall be standard ground or ocean freight unless otherwise listed. The purchaser is responsible for proper storage and handling of the equipment per the manufacturer's recommendations prior to installation to ensure warranty coverage. Warranty coverage shall be manufacturer's standard warranty unless specifically listed in the Scope of Supply.

This job is being handled by Brad Vande Vusse, phone 425-439-5809. Please call if you need further information or prices.

**SCOPE OF SUPPLY**

Pump quoted based on the quote sent on 4/22/2021

1 each	<b>NX-3202.095 FM Flygt NX-3202</b> Flygt NX-3202.095 72 hp standard efficiency motor, 480 V 3 ph, FM (explosion-proof), 274 hard-iron impeller with 100 ft of cable
1 each	<b>Freight Estimate</b> Ocean Freight to Port Orchard, WA

**TOTAL            \$60,908.00**

**Lead Times: 12-16 weeks ARO**

**Freight Terms: FOB Factory, prepaid and added to invoice**

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**Sales tax is not included unless specified.**

**Payment Terms: Net 30**

Sincerely,  
Brad Vande Vusse, Municipal Account Manager Washington  
brad@weci.com, 425-439-5809



**WHITNEY EQUIPMENT CO., INC.  
WOODINVILLE, WA  
STANDARD CONDITIONS OF SALE**

These are Whitney Equipment Co., Inc., the Seller, Standard Terms and Conditions and the basis of our offer to the Buyer, unless specifically altered in writing as permitted herein. Any changes may affect the quoted price. These Standard Terms and Conditions and the bid quote, purchase order, or other order form to which they are attached (the "Bid Quote") form a contract between Buyer and Seller for the sale of products described in the Bid Quote (the "Contract").

**ACCEPTANCE:** Submission of this Contract to Buyer constitutes Seller's offer to the Buyer and on acceptance becomes a binding contract on the terms set forth herein. Buyer's acceptance is expressly limited to the terms of this Contract. Seller rejects all terms included in any response by the Buyer to this Contract that are in conflict with, inconsistent with, or in addition to the terms and conditions contained herein. But if a conflict arises between the terms of a purchase order first issued by Buyer and the terms of this Contract, the terms of this Contract shall take precedence.

**ENTIRE AGREEMENT:** The Contract comprises the entire agreement between the Buyer and the Seller, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Contract prevails over any terms and conditions of purchase provided by Buyer, regardless of whether or when the Buyer has submitted its purchase order or such terms. In addition, implied terms and conditions from the Buyer's contracts with other entities are not valid or enforceable with respect to this Contract. Fulfillment of the Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend this Contract.

**GOVERNING LAWS:** Seller will comply with all laws applicable to Seller during sale of the products. Buyer will comply with all laws applicable to Buyer during operation or use of the products. The laws of the State of Washington shall govern the validity, interpretation, and enforcement of any order of which these provisions are a part, without giving effect to any rules governing the conflict of laws. Assignment may be made only with written consent of both parties. Buyer shall be liable to the Seller for any attorney's fees and costs incurred by Seller in enforcing any of its rights hereunder. Unless otherwise specified, any reference to Buyer's order is for identification only.

**JURISDICTION AND VENUE:** Any legal suit, action or proceeding arising out of relating to this Contract shall be commenced in federal or state court located King County, Washington and Seller and Buyer (i) irrevocably submit to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding and (ii) irrevocably waive (to the extent permitted by applicable law) any objection which they now or hereafter may have to the laying of venue of any such action or proceeding brought in any of the foregoing courts in and of the State of Washington, and any objection on the ground that any such action or proceeding in any such court has been brought in an inconvenient forum.

**ATTORNEYS FEES AND EXPERT COSTS:** The prevailing party in any legal suit, action, or proceeding arising out of relating to the Contract shall be awarded its reasonable attorneys' fees and experts costs.

**WARRANTY:**

**THE SELLER MAKES NO WARRANTIES ON ANY PRODUCTS OR SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. BUT THE BUYER SHALL RECEIVE WARRANTIES, IF ANY, PROVIDED BY THE MANUFACTURER OF THE PRODUCTS SOLD UNDER THIS CONTRACT. THE SELLER IS EXPRESSLY EXCLUDED FROM ANY WARRANTY AND ALL CHARGES, FOR LABOR, INSTALLATION, REMOVAL, REPAIR, REINSTALLATION, SHIPPING, UTILITIES, EQUIPMENT RENTAL, OTHER REQUIRED MATERIALS, OR ANY OTHER ITEMS. THE PARTIES AGREE THAT THE BUYER'S SOLE AND EXCLUSIVE REMEDIES SHALL BE AGAINST THE PRODUCT MANUFACTURER AS PROVIDED HEREIN. THE BUYER AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, DOWNTIME, OPERATING OR MAINTENANCE COSTS, INJURY TO PERSONS OR PROPERTY, OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO BUYER. BUYER SHALL FOLLOW ALL STORAGE, OPERATION, AND MAINTENANCE PROCEDURES SPECIFIED BY THE MANUFACTURER FOR WARRANTY COVERAGE, FAILURE TO FOLLOW THESE PROCEDURES INCLUDING DOCUMENTATION MAY RESULT IN LOSS OF WARRANTY COVERAGE.**

**TAXES:** Seller does not include any Federal, State, City, County, or other sales, custom duties, or taxes such as sales, use, excise, retailer's, occupation or similar taxes and fees, in the Contract Price unless otherwise explicitly stated in writing. Any taxes not included in the Bid Quote will be added to the Contract Price. In lieu of paying such taxes to the Seller, the Buyer may furnish the Seller with a Tax Exemption Certificate or other legal and appropriate taxing authorities at any time.

**PAYMENT TERMS:** All quotations or proposals are in US Dollars unless explicitly stated otherwise in writing. Seller shall submit invoices for payment to Buyer for percentages of the Contract Price as described in Bid Quote. Buyer must pay all invoices submitted by Seller no later than 30 days after the date of the invoice. If the shipment is delayed by the Buyer, date of readiness for shipment shall be deemed the date of shipment for payment purposes. The Seller may require advance payment or a certificate of deposit, or may otherwise modify credit terms, should the Buyer's credit standing not meet the Seller's requirements. A service charge of 2.5% per month on the unpaid balance will be charged on all overdue monies payable. Buyer shall not assign or transfer their contract or any interest in it, or monies payable under it, without the written consent of Seller and any assignment made without such consent shall be null and void. Buyer agrees to pay all collection costs and costs of suit, including reasonable attorney fees, in the event Seller institutes collection action for overdue account. Seller expressly reserves all available lien rights in connection with any transaction between the parties. Unless explicitly agreed upon in writing, retainage against the contract amount is not allowed. The Seller reserves the right to repossess all equipment that is not paid for in full per this Contract's payment terms.

**CREDIT CARD PAYMENTS:** All credit card payments will require an additional 2% surcharge in addition to the Contract Price listed in the Contract. All credit card payments over \$5000.00 require written pre-approval by the Seller prior to processing; approval is not guaranteed.

**CREDIT:** Buyer is required to provide all necessary credit information to Seller with each order, including bank reference, bonding company, or other necessary information with complete names, addresses, phone numbers, personal references, and account and bond numbers. The Seller will determine, in its sole discretion, what is acceptable and what credit rating is required for the Seller to allow a purchase on credit.

**PRICE:** The prices specified are in U.S. currency, payable free of all expense to the Seller for collection charges.

**STARTUP PAYMENTS:** If startup services are included in this Contract, the pre-agreed upon payment amount shall be due when startup is complete. If startup is delayed more than 90 days after equipment delivery, payment for startup shall be due 90 days after equipment delivery prior to the startup occurring. Delaying in paying this portion of the contract is subject to the PAYMENT TERMS above.

**SHIPMENTS AND DELIVERY:** Delivery and shipping times are Seller's best estimate and do not include product approval time or order processing time. Seller is not liable for any damages, fees, costs, expenses or penalties arising from (1) loss of or damage to product in transit or (2) delays in shipping or delivery of the product, including all delays caused by an accident; riots; insurrections; national emergency; labor disputes of every kind however caused; embargoes; non-delivery by suppliers; delays of carriers or postal authorities; or governmental restrictions, prohibitions, or requirements. Seller may, in its sole discretion, without liability or penalty, make partial shipments of products to Buyer. Each shipment will constitute



a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's order. Cost of handling and freight is only included when it is explicitly listed in this Contract.

**NON-DELIVERY:** The quantity of any installment of products as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. Any liability of Seller for non-delivery of the products shall be limited to replacing the products within a reasonable time or adjusting the invoice respecting such products to reflect the actual quantity delivered.

**APPROVALS:** Buyer is responsible for obtaining approval on products from project owners and engineers. The Seller represents only those products are as described in this Contract. The Seller does not warrant that the products described will be approved or otherwise satisfactory to project owners or engineers, or that products meet project specifications. Seller does not guarantee compliance with any codes or laws unless explicitly stated in this Contract. Performance of the overall system that incorporates the products is not guaranteed.

**OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970** – Seller does not warrant or represent that any of Seller's products by themselves or in a system or with other equipment will conform to or comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder, or any other federal, state, or local law or regulation of the same or similar nature.

**LIMITATION OF LIABILITY - NEITHER SELLER, NOR ITS SUPPLIERS SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR COSTS OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY BUYER FOR DAMAGES OF BUYER'S CUSTOMERS. SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL NOT EXCEED THE CONTRACT PRICE, PROVIDED HOWEVER, IF THE BID QUOTE INCLUDES FIELD OR STARTUP SERVICE, SELLER'S LIABILITY FOR SAID SERVICES SHALL BE LIMITED TO THE VALUE OF THE SERVICES. BUYER AND SELLER AGREE THAT THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS ARTICLE ARE SEPARATE AND INDEPENDENT FROM ANY REMEDIES WHICH BUYER MAY HAVE HEREUNDER AND SHALL BE GIVEN FULL FORCE AND EFFECT REGARDLESS OF WHETHER ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.**

**STORAGE** – If for any reason Buyer fails to accept products that have been delivered by Seller, or if Seller is unable to deliver the products because Buyer has not provided appropriate instructions, documents, licenses, or authorizations, then Seller may place the products in storage at Buyer's cost and expense, which includes the cost of storage, shipping fees, insurance, and other incidental expenses. The Buyer carries risk of loss for products in storage.

**TITLE** - Title to the products and risk of loss or damage passes to Buyer upon delivery of the products at the Point of Delivery listed in the Bid Quote. As collateral security for the payment of the Contract Price for the products, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to, and under the products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Washington Uniform Commercial Code. Buyer agrees to perform all additional acts necessary to perfect and maintain said security interest.

**INSURANCE:** Buyer shall, at its own expense, purchase, maintain and carry adequate insurance for the products to protect against loss or damage from any external cause, including losses from fire, wind, water, or other causes. Insurance coverage must be maintained with insurance companies legally authorized to do business where said products are located in an amount at least equal to the value of said products until the products are accepted and paid for in full. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage that is satisfactory to Seller. The certificate of insurance must name Seller as an additional insured. In no case does the Contract Price, even if inclusive of freight, cover the cost of insurance beyond the Point of Delivery specified in the Bid Quote]

**CANCELLATION:** The Buyer may cancel its order only upon written notice, and in turn will make payment to Seller of reasonable cancellation charges specified by Seller.

**ORAL STATEMENTS:** The Seller's personnel may have made oral statements about the products described in this Contract during the sales process. Such statements do not constitute warranties or guarantees and shall not be relied on by the Buyer. The entire contract is embodied in this writing. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement.

**CHANGES:** Seller reserve the right to make changes and to substitute other material as needed to make shipments and fulfill orders under this Contract.

**ERRORS:** Seller reserves the right to correct clerical or stenographic errors or omissions.

**STATUTE OF LIMITATIONS** - To the extent permitted by applicable law, any lawsuit for breach of contract, including breach of warranty, arising out of the transactions covered by this order, must be commenced by the Buyer not later than twelve (12) months from the delivery of Seller's Products or the last day Seller performed any services, whichever is earlier.

**INSPECTION:** Buyer shall inspect Seller's Products upon receipt, and if Buyer's inspection reveals any defects in the Products, Buyer shall notify the Seller within three (3) days after receipt of the Products of any claim Buyer might have concerning such defects in the Products discovered by Buyer. Buyer's failure to notify Seller within such a three (3) day period shall constitute a waiver by Buyer of all claims covering such defects in the Products. It is the Buyer's responsibility to inspect for shipping damage upon delivery and to initiate a damage claim with the freight carrier. Damage occurring in-transit by the freight carrier must be claimed by the Buyer and is not the Seller's responsibility.

**NOT INCLUDED:** Seller does not include any item not specifically listed as included. References to specifications and drawings in the Scope of Supply section of the Bid Quote does not indicate that all items in those documents are included in the Scope of Supply. Unless clearly included in this Contract, engineering and design services are not included in this Contract.

**FREIGHT:** Prices quoted are F.O.B. point of manufacture and do not include freight unless specifically listed as included. Title passed to the Buyer at the Point of Delivery listed in the Bid Quote and all freight claims are the responsibility of the Buyer.

**BACKCHARGES** will not be accepted unless approved by Seller, in writing, before any work is done.

**DELAYS:** Price and terms and conditions are subject to revision if manufacture is not released at time of order placement or drawings for approval are not returned within 30 days from receipt by customer, or manufacture is released and subsequently held or delayed by the customer for more than 30 days, or customer requests longer than quoted shipment. If Seller suffers delay in performance due to any cause beyond its control, including but not limited to act of God, war, pandemic, act or failure to act of government, act or omission of Buyer, fire, flood, strike or labor troubles, sabotage, or delay in obtaining from others suitable services, materials, components, equipment or transportation, the time of performance shall be extended a period of time equal to the period of the delay and its consequences. Seller will give Buyer notice in writing within a reasonable time after the Seller becomes aware of any such delay.

DECOMPOSITION AND WEAR: Decomposition by chemical action and wear caused by the presence of abrasive materials shall not constitute defects.

BUYER DATA - Timely performance is contingent upon the Buyer supplying to the Seller, when needed, all required technical information, including drawing and submittal approval, and all required commercial documentation. The Buyer shall also supply and complete all shipping delivery information, pre-delivery checklists, and pre-startup checklists in a timely manner or the overall schedule of the project may be impacted at no cost to the Seller regardless of any potential agreed upon damages.

BUYER SUPPLIED COMPONENTS - Buyer acknowledges that the products purchased by Buyer under this Contract may contain products supplied by the Buyer or supplied by a third party at the Buyer's direction ("Buyer Supplied Components"). Buyer Supplied Components are not covered by any warranty or guarantee in this Contract. For the avoidance of doubt, Seller makes no representations or warranties with respect to any Buyer Supplied Components. Seller disclaims any liability arising from Buyer Supplied Components delivered late, damaged, defective, or nonconforming. In no event shall Seller be liable for consequential, indirect, incidental, special, exemplary, punitive damages, or lost profits, arising out of or relating to late delivery of or defective Buyer Supplied Components. Subject to the terms and conditions of this Contract, Buyer shall indemnify, defend and hold harmless Seller and its representatives/officers, directors, employees, agents, affiliates, successors and permitted assigns ("Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney and expert fees, fees and costs of enforcing any right to indemnification under this Contract, and the cost of pursuing any insurance providers, incurred by Indemnified Party in a final judgment relating to any third-party claims arising from defective Buyer Supplied Components.



**WEST SOUND UTILITY DISTRICT  
RESOLUTION 996-22**

**A RESOLUTION OF THE WEST SOUND UTILITY DISTRICT  
BOARD OF COMMISSIONERS  
AUTHORIZING THE GENERAL MANAGER TO  
EXECUTE A CHANGE ORDER FOR THE PROFESSIONAL  
SERVICES AGREEMENT WITH HDR ENGINEERING FOR  
PLANS AND DOCUMENTS NECESSARY FOR THE  
CONSTRUCTION OF THE  
POWELL BOOSTER PUMP STATION REPLACEMENT**

**WHEREAS**, the Board approved Resolution 934-21 on March 1, 2021 and entered into a Professional Services Agreement with HDR Engineering, Inc. to perform engineering services relating to preparation of plans, specifications cost estimates, DOH Applications, required regulatory reports and necessary geotechnical engineering analysis for the Powell Booster Station and Salmonberry Well Field.

**WHEREAS**, during evaluation of the District's existing infrastructure and as part of the water system hydraulic modeling review, it was determined that some segments of pipe would need replaced as part of the scope of this project; **NOW, THEREFORE**,

**THE BOARD OF COMMISSIONERS OF WEST SOUND UTILITY DISTRICT HEREBY RESOLVES:**

**Section 1.** The District's Board of Commissioners hereby approve the attached amendment for the Powell Booster Pump Station Scope of Services with HDR Engineering, Inc. as identified in Exhibit "A" in the amount of \$23,300.00.

**APPROVED and ADOPTED** by the Board of Commissioners of West Sound Utility District at a Board meeting scheduled on February 7, 2022.

**WEST SOUND UTILITY DISTRICT**

Kitsap County, Washington

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Jerry Lundberg  
Chairperson

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Susan Way  
Vice Chairperson

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James J. Hart  
Secretary

# WEST SOUND UTILITY DISTRICT

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## EXHIBIT A

**Amendment 1**  
**Scope of Services**  
**Powell Booster Pump Station (Offsite Water Improvements)**  
**PS&E Development**



Prepared by:

**HDR Engineering, Inc.**  
905 Plum Street SE, Suite 200  
Olympia, Washington, 98501

January 2022

## Scope of Services

West Sound Utility District (WSUD, District) selected HDR Engineering, Inc. (HDR) to prepare plans, specifications, and estimate (PS&E) for the construction of the Powell Booster Pump Station (BPS) in Port Orchard, Washington. Under the original Contract services, HDR is designing a new booster pump station and replacing existing asbestos cement (AC) water main onsite with new infrastructure.

WSUD identified two additional sections of AC pipe with ongoing maintenance concerns. The first section is an existing 10-inch AC main, located between Powell BPS and Maple Street. This 10-inch AC pipe feeds the existing BPS reservoir and will be replaced by a new 10-inch DI main that is aligned along the east side of WSUD property and connects to the existing 10-inch main within Maple Street.

The second water main of concern is an existing 8-inch AC pipe, located east of Powell BPS, between Jackson Avenue and Pine Tree Drive. This pipe section will be capped and abandoned in place.

HDR's survey subconsultant, WestSound Engineering (WSE), will provide survey work in support of the proposed system design. The proposed pipe abandonment, system upgrades, and areas for WSE survey are detailed on Attachment 1.

## Task 100 – Project Management

### Objective

The purpose of this task is to monitor, and adjust the scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing, and management of the project team in coordination with WSUD staff.

### HDR Services

- 1) Coordinate with and manage the project team.
- 2) Prepare monthly invoices and status reports describing services during the period, issues to be addressed, and services planned for the next period.
- 3) Attend monthly project coordination meetings.

### District Responsibilities

- 1) Attendance at coordination meetings to provide input, feedback, and direction.
- 2) Prompt processing and payment of compliant invoices. The District will make one progress payment each month provided invoices are accurate from the consultant and in the format established under the original Contract.
- 3) Review and provide written comments to draft meeting summary notes within 7 calendar days.

## Assumptions

- 1) It is assumed that the project duration for supplemental services will increase the contract delivery schedule by 3 months for completion from the notice to proceed.
- 2) One project management meeting will be held at Project management meeting will be held per month via MS Teams or web-based meeting platform. It is assumed there will be a total of two (2) project management meetings during this time with one hour of project manager time required for each meeting, including preparation, attendance, follow-up, and notes.
- 3) HDR will not be held responsible for delays by factors beyond our control, which could not reasonably have been foreseen at the time of execution of the Agreement. Additionally, HDR has a reasonable right to rely on the data and documents provided by the District for use in this project.
- 4) During invoicing periods when no design/engineering work is performed, HDR will not submit an invoice/status report to the District for that billing period.

## Deliverables

- 1) Monthly reports and invoices (one copy with invoice).
- 2) Meeting agenda and notes (pdf).

## Task 200- Survey

### Objective

HDR will retain WestSound Engineering, Inc. (WSE) to perform topographic survey for new main alignment and upsized pipe alignments in Port Orchard, Washington. The proposed survey areas are:

- 1) New approximately 160 LF 10-inch DI water main between Powell PBS and Maple Street.
- 2) Cap and abandon the existing 8-inch AC water main, located east of Jackson Avenue. Reconnect an existing residential service from the abandoned 8-inch AC water main to an existing water main, located in Jackson Avenue.
- 3) Upsize approximately 510 LF of existing 4-inch main to 8-inch main in Tamarack Dr.

### HDR Services

- 1) Provide Quality Assurance (QA) of WSE provided existing topography digital survey.

### WSE Services

Perform ground-based topographic and utility surveying to prepare Digital Terrain Model (DTM) generated 2-foot contours and spot elevations on hard surfaces for the area within the subject property and right-of-way corridor for the newly added water main alignments as shown on Attachment 1. Features to be located include but are not necessarily limited to the following:

- Property Lines

- Curb and gutter, including existing curb ramps and driveways
- Sidewalks
- Existing structures
- Pavement edges
- Luminaires
- Fences
- Water lines, meters, valves, and hydrants
- Irrigation valves
- Electrical transformers, vaults, poles, underground raceway, and hand-holes
- Overhead power lines
- Telecommunication risers, vaults, poles, junction boxes, underground raceway, and hand-holes
- Gas valves and meters
- Storm drain manhole structures with pipe sizes, invert elevations, and material composition
- Catch basin structures with pipe sizes, invert elevations, and material composition
- Sanitary sewer manhole structures with pipe sizes, invert elevations, and material composition
- Culverts with associated pipe sizes, invert elevations, and material composition
- Street signs
- Ditches, ridges, depressions, drainage basins, and other land surface characteristics
- Trees with a caliper of 6-inches or greater when measured 4-feet above ground
- Perimeters of immature groves (trees between 4 & 6-inch diameters)
- Access drive 15-feet from center on each side
- Prepare base map file
- Prepare survey field notes

### **Assumptions**

- 1) Any scope of work requested or required that is not specifically identified in one of the tasks above may be considered an additional service. Prior to completing any such work, WSE will discuss with HDR the need and impact on the scope and fee.
- 2) The District will confirm or supply WSE with any necessary rights-of-entry prior to performing work.
- 3) Private utility locates will be required for this project which is included in the estimated reimbursable expenses. Potholing is not a part of this scope of work.
- 4) WSE will be responsible for obtaining traffic control or permits required for project work within the right-of-way.

### **Deliverables**

- 1) Mapping using APWA standard layers, line types, and symbols in AutoCAD 2020 format.



- 2) Two signed record copies and electronic hard copy with support files.
- 3) Digital Terrain Model (DTM) in AutoCAD 2020 format.

## **Task 500 – Final Design**

### **Objective**

Prepare drawings and engineer's opinion of probable construction cost (OPCC) for the following:

- 1) Abandon the existing 10-inch AC water main between Powell PBS and Maple Street.
- 2) Construct a new approximately 160 LF 10-inch DI water main between Powell PBS and Maple Street.
- 3) Abandon the existing 8-inch AC water main, located east of Powell BPS between Jackson Avenue and Pine Tree Drive S. Reconnect the water service to the water main in Jackson Avenue.
- 4) Replace approximately 510 LF of existing 4-inch water main with a new 8-inch water main in Tamarack Drive between Jackson Avenue and Pine Tree Drive SE.
- 5) Any scope of work requested or required that is not specifically identified in one of the tasks above may be considered an additional service.

The drawings, contract documents, and engineer's estimate will be added to the Powell Booster Pump Station PS&E documents that were developed under the original scope of services.

### **HDR Services**

- 1) Prepare documents for the water system improvements described above:
  - a. Drawings at the 95% design stage.
  - b. Drawings and OPCC at the final design stage.

### **District Responsibilities**

- 1) Review and provide consolidated (conflict resolved) comments on the 95% and final design.
- 2) Provide as built and system information as available on the pipes to be abandoned or upgraded.
- 3) Provide GIS files to supplement survey information where needed.

### **Assumptions**

- 1) Deliverables will be prepared consistent with the professional standard of care.
- 2) The District will provide HDR with GIS files that include as a minimum:
  - a. Topographical information

- b. Parcel line work and existing structures
  - c. Roadway alignments and widths
  - d. Water infrastructure including pipe alignment, diameters, pipe materials, water service and meter locations, hydrant locations, valves, etc.
- 3) The final design submittal for pipe abandonment and improvements will be incorporated into the Powell BPS design-bid package.
- 4) The drawings will be per HDR standards. District Standard Details will be used where applicable. The budget is based upon production of the following estimated four (4) Final Design Drawings for:
- a. Demolition and stormwater erosion and sediment control design for the added pipe construction, includes one (1) Civil Design Plan/Detail sheet.
  - b. 10-inch AC water main abandonment with new approximately 160 LF 10-inch DI water main between Powell PBS and Maple Street, includes one (1) Civil Design Plan/Detail Sheet.
  - c. Abandon existing 8-inch water main, located between Powell BPS and Pine Tree Drive S. It is assumed that the civil design can be included within the plan sheets from the original Contract and no additional sheets are needed.
  - d. Upsize approximately 510 LF of existing 4-inch main to 8-inch main in Tamarack Dr., includes two (2) civil design plan/detail sheets.
  - e. Technical Specifications and Appendix material will be added to the Powell BPS documents. The format will be as defined in the original Contract.
- 5) Contract Documents: Final design submittal of Drawings and Contract Documents will be provided for bidding and will be stamped by a professional engineer licensed in the State of Washington.
- 6) Engineer's OPCC will be based upon the AACE 18R-97 Cost Estimate Classification System for final design Submittal (Class 1), range between -3% to +15% expected accuracy. Estimated costs for the added pipelines will be included in the Powell Booster Station project cost estimate.
- 7) Water main and water service construction will be contained within the roadway prism.
- 8) Landscaping plans or planting details will not be required for the added pipeline construction.
- 9) A Traffic Control Plan and permits for the Contractor to work within the right-of-way are not included in this scope of services. Traffic Control Plan and obtaining necessary permits for work within the right-of-way will be the responsibility of the Contractor and reviewed by the District.
- 10) A stormwater report will not be required for this project.



- 11) Pavement and surface restoration within the pipe trench will be in-kind. Replacement trees will not be required for those that are removed. Landscape and pavement design will not be required on this project.
- 12) The District will acquire and pay for all required permits for this project.
- 13) Dewatering plan is not included in this scope of services. A dewatering plan, if required, will be the responsibility of the Contractor and reviewed by the District.
- 14) Construction easements and permits to enter will not be required for this project.

**Deliverables**

- 1) Submittal at 95% that includes design drawings and OPCC. The submittal will be delivered electronically in pdf format.
- 2) Submittal at final design that includes design drawings, technical specifications, and OPCC. The submittal will be delivered electronically in pdf format.

**Period of Service**

This period of service will be added to the duration outlined in the original Contract.

Task	Estimated Added Duration
Task 100 – 500 (supplementals) Project Management from NTP	3 months

**Compensation**

The estimated fee for the professional services identified in this Scope of Services is offered on a **time-and-materials, not-to-exceed basis**. Labor will be billed at a 3.2 multiplier. Expenses and subconsultants will be billed at a 5% Markup. Following are estimated professional services costs for the tasks provided in this scope of services. The following table is provided only to show the District an approximate breakdown of estimated costs.

Task	Estimated Added Task Cost
Task 100 – Project Management	\$1,000
Task 200 – Survey	\$5,400
Task 500 – Final Design	\$16,900
<b>Total</b>	<b>\$23,300</b>

Notes:

- (1) Expenses are included in the estimated task costs, and may include mileage, reproduction, lodging, meals, phone, and postage







**WEST SOUND UTILITY DISTRICT  
RESOLUTION 997-22**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF WEST SOUND UTILITY DISTRICT  
APPROVING THE DEVELOPERS EXTENSION CONTRACT  
FOR SEWER AND WATER UTILITIES FOR THE  
OVERLOOK APARTMENTS PHASE II**

**WHEREAS**, Mr. Brett McDonough, Manager of Brixx Development, LLC., has submitted an application, plans and documents for the extension of water and sewer services for Phase II of the Multifamily Development, Overlook Apartments; and

**WHEREAS**, it shall be the responsibility of the developer to construct the water and sewer system to and within their development site in accordance with the standards of West Sound Utility District and as approved by the District; **NOW, THEREFORE**,

**THE BOARD OF COMMISSIONERS OF WEST SOUND UTILITY DISTRICT HEREBY RESOLVES:**

**Section 1.** West Sound Utility District hereby approves the execution of a Developer Extension Contract (Exhibit “A”) with Mr. Brett McDonough, Manager of Brixx Development, LLC. for the extension of water and sewer services to and within Phase II of the Multifamily Development, Overlook Apartments. The Board further authorizes the General Manager on behalf of the District, to execute the contract with Mr. Brett McDonough, Manager of Brixx Development, LLC.

**APPROVED and ADOPTED** by the Board of Commissioners of West Sound Utility District at a Regular Board meeting scheduled on February 7, 2022.

**WEST SOUND UTILITY DISTRICT**  
Kitsap County, Washington

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Jerry Lundberg  
Chairperson

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Susan Way  
Vice Chairperson

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James J. Hart  
Secretary



**DEVELOPER EXTENSION CONTRACT**

**OVERLOOK APARTMENT PHASE 2  
FEBRUARY 2022**





2924 SE Lund Avenue, Port Orchard, WA 98366  
(360) 876-2545 • Fax (360) 874-5030

[www.customerservice @wsud.us](http://www.customerservice@wsud.us)

## DEVELOPER EXTENSION CONTRACT

THIS CONTRACT is entered into between WEST SOUND UTILITY DISTRICT, a municipal corporation of the State of Washington, hereinafter referred to as "District," and Brix Development LLC, hereinafter referred to as "Developer" (Insert full legal name of Developer on the preceding line).

The principal owner(s) of the Developer Company and their titles are as follows:

Brett McDonough, Owner - Manager

The Developer represents that it is a legal entity in good standing with the State of Washington, with all license and other fees currently paid. This contract shall be referred to as the "Developer Extension Contract" or "DEC".

IN CONSIDERATION of the foregoing recitals and mutual promises contained herein, the parties agree as follows:

### I. GENERAL AGREEMENT

The Developer seeks to construct a water and/or wastewater system (hereinafter referred to as "Developer Improvement"), and thereafter connect the Developer Improvement into the utility system owned and operated by the District (hereinafter called "District System"). As a condition to the District permitting connection of the Developer Improvement into the District System, the Developer agrees to timely:

1. Be responsible for all costs and fees of planning and construction of the Developer Improvement.
2. Design the Developer Improvement to the standards and specifications of the District as set forth in this Contract.
3. Comply with all other conditions and obligations imposed upon it by this Contract.

Upon compliance with all conditions and obligations imposed herein on the Developer, the District agrees to accept the Developer Improvement, and ownership and all future maintenance thereof.

The common name of the Developer's project is Overlook Apartments and is generally located and described as follows: 3570 SE Orlando St.

### II. LOCATION OF DEVELOPER IMPROVEMENT

The Developer shall complete the attached "EXHIBIT A", by inserting thereon the full and complete legal description of the real property owned by the Developer where the Developer Improvement will be located (hereinafter called "Developer Property"). If all or any portion of the Developer Improvement will be located outside the Developer Property, the rights-of-way(s) and/or



development at depths, whenever possible, which enable the District to provide gravity service to upstream properties.

**V. REIMBURSEMENT AGREEMENT (LATECOMER FEES)**

The Developer may request a reimbursement agreement if the Developer Improvement abuts real property of persons other than the Developer's and the Developer does not include the signatures of the other property owners in this application or the District requires construction of oversized mains to serve other areas. However, if the amount that could be charged according to the scenarios set forth above is less than \$150 per lot to be developed of the abutting properties, a latecomer's agreement may not be granted by the District. The terms of any latecomer agreements entered into is contained in "**EXHIBIT G**", entitled "REIMBURSEMENT AGREEMENT", which by this reference is incorporated herein and made a part hereof.

**VI. FEES**

The Developer shall pay the following fees as part of this Contract, and as shown on the fee estimate:

- Administrative fee for the DEC
- Plan review fees for water and wastewater
- Construction observation fees for water and wastewater
- Meter installation fee
- Reimbursement fees, if applicable
- General Facility Charge for water
- General Facility Charge for fire flow and irrigation, if applicable
- Local Facility Charge for water, if applicable
- General Facility Charge for wastewater
- Facility Construction Fee for wastewater treatment
- Local Facility Charge for wastewater, if applicable

**VII. DEVELOPER EXTENSION FEES**

The administrative fee, plan review fees and construction observation fees shall be paid prior to approval of this Developer Extension Contract by the District. These fees represent estimates of the anticipated work required by the District for review and inspection of the Developer's project. If the District's work exceeds the above estimates, the Developer shall pay the additional plan review fee and/or construction observation fee when requested by the District.

**VIII. REINBURSEMENT FEE**

Any water reimbursement fees to be collected from a benefiting third party property must be paid in full at the time application is made for a binding water availability letter. Any wastewater reimbursement fees to be collected from a benefiting third party property must be paid in full at the time application is made for a sewer permit.

**IX. GENERAL FACILITIES CHARGES (WASTEWATER, WATER, IRRIGATION)**

The General Facility Charges are established by District resolution as amended from time to time.

completion of the project, the Developer shall provide the District record drawings and the District-specified electronic file that incorporate all field changes and any other record drawing information required by the District.

C. Job Site Safety. The Developer and its Contractor shall be solely responsible at all times for job site safety. The District assumes no responsibility for job site safety resulting from its observation of construction. The Developer and its Contractor are responsible for providing a safe work site for the District to observe construction at all times.

D. Residential Side Sewers. In no event shall the house side sewer service connection (from the sewer to the property line) ever be less than 6 inches, and the house side sewer lateral (from the property line to the house) ever be less than 4 inches.

E. Commercial Side Sewers and Clean Outs. Commercial development side sewers, grease interceptors, oil/water interceptors, clean outs and other pre-treatment systems shall be designed by a registered professional engineer and submitted to the District for review and acceptance prior to the time the Developer Improvements are made. Side sewers and clean outs may be designed for future structures, but shall not be installed until additional plans have been reviewed and accepted by the District and all applicable permits purchased and issued. The design calculations for commercial buildings shall be stamped by a professional engineer licensed in the State of Washington and submitted to the District for review and acceptance. In no case shall a commercial side sewer service connection or lateral be less than 6 inches.

F. Sewage Lift Stations. The design for any required sewage lift stations shall be completed by the Developer through a licensed engineer in the State of Washington in strict accordance with the requirements and details shown in the District's Developer's Extension Manual and provided to the District upon request.

### **XIII. CONTRACTORS, SUBCONTRACTORS, LABORERS, AND MATERIALMEN**

1. List of Contractors, Sub-Contractors, Materialmen, & Suppliers. The District has a substantial interest in insuring the Developer Improvement is constructed and connected to the District System in a good, competent, and professional manner. Therefore, the Developer and/or additional owners agree to submit the names of all contractors, subcontractors, laborers, materialmen and suppliers or, in the event the Developer or additional owners are contractors, a statement that said Developer or additional owner(s) will perform said improvement. The District reserves the right to approve or disapprove of any contractor, subcontractor, materialmen, or supplier. The District will not unreasonably withhold approval

2. Review Process Utilized by District. In determining whether the Developer, additional owner, contractor, subcontractor, materialman or laborer is or is not satisfactory, the District may take into consideration said parties' prior experience in similar type improvement work, available manpower and equipment, financial ability, and prior work performed by such parties for or on behalf of the District or others. Such names and other information requested by the District shall be submitted to the District by the Developer prior to any construction being performed with respect to said real property described in this Contract.

3. Rejection by District of a Contractor, Sub-Contractor, or Supplier. If a party designated to perform services or supply materials regarding the Developer Improvement is not acceptable to the

## **XV. EASEMENTS & PERMITS**

1. **Easement Width & Location of Main therein.** Easements for water or wastewater mains shall be a minimum of fifteen (15) feet wide. The center of the pipeline shall be not less than five (5) feet from the edge of the easement. The developer shall provide a wider easement if the District Engineer determines it is required.

2. **Developer to Bear Easement Costs.** Any required easement shall be obtained by the Developer at its sole cost and expense, and a true copy of such easement (a copy of the conveyance document to be later provided to the District and a description the easement's on ground location) shall be delivered to the District prior to the time Developer commences construction. Upon completion of construction and prior to acceptance of the Developer Improvement by the District in accordance with the provisions hereof, the original easement shall be recorded and granted by warranty deed from the Developer to the District.

3. **Easement Title Policy / Survey Record / Easement Restrictions.** The Developer shall provide all necessary easements at his sole cost, regardless of changes in the Contract Plans, together with evidence of title and a title insurance policy in the sum not less than \$1,000 per 500 feet of easement, establishing clear title in the grantor. The Developer shall also provide a Record of Survey or final plat-showing basis for control and sufficient information to verify the easement legal descriptions. All easements shall prohibit the construction of any structures, other improvements, or trees over the easement or in any location that would make it difficult for the District to easily access the easement for inspection and maintenance purposes.

4. **Easement Conveyance.** The Developer shall submit all required easements to the District using the conveyance form set forth in attached "EXHIBIT C", which by this reference is incorporated herein. In the event legal services may be required incident to any easements beyond review of the form thereof, the costs of such services shall be paid by the Developer in the amounts billed to the District before the District's acceptance of the Developer Improvement.

5. **Developer to Obtain all Necessary Permits.** All necessary permits and approvals from any governmental agency shall be obtained by the Developer directly at the Developer's expense. The District shall be provided with a copy of all such permits and approvals prior to the pre-construction conference between the contractor and the District.

## **XVI. EVIDENCE OF INSURANCE AND HOLD HARMLESS**

1. **Developer's Liability Insurance Obligation.** The Developer's Contractor shall purchase liability insurance from and maintain such in a company or companies with a Best's rating of no less than A:VII and lawfully authorized to do business in Kitsap County, Washington. Developer's Contractor shall provide the District with written evidence of insurance covering public liability and property damage prior to the time construction of the Developer Improvement occurs. Insurance shall provide protection to the District from claims set forth below which may arise out of or result from the Contractor's operations and including operations by any tier of subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable for:

a) Claims under workers' or workmen's compensation disability benefit and other similar employee benefit acts which are applicable to the Work to be performed, including voluntary coverage

claim, damage, loss or expense attributable to bodily injury, sickness, disease, or death (including that sustained by the work Contractor's or any others working on the project), or to injury to or destruction of tangible property including the loss of use therefrom, regardless of whether such liability, claim, damage, loss, or expense was caused in part by any negligent act or omissions, whether active or passive, by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist.

7. Indemnification / Hold Harmless Provisions to be Broadly Construed. The Developer's and Contractor's liability to the District under this Indemnification Clause shall not be limited by any legal limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts. The indemnification and hold harmless rights of the District in regards to the Developer shall be liberally construed in favor of the District.

## **XVII. GRADING ROADS**

1. Pre-Construction Road Work by Developer. Unless otherwise specifically determined in writing by the District, the Developer shall grade all roads to the design subgrade elevations prior to the start of construction and shall advise the District in writing of any changes that may be contemplated during construction prior to such work being performed.

2. Post-Work Changes to Road Elevation or Subgrade. If the Developer changes, or causes to be changed, the subgrade or elevation of the road after completion of the Developer Improvement, or any part thereof, the Developer shall be responsible for all costs incurred for any additional work required as a result of said change in subgrade elevation. This obligation shall remain in full force and effect until the District, Kitsap County and/or any other pertinent municipality possessing jurisdiction where the work is performed releases the right-of-way or road construction bond or any other required bond in connection of the roads within the area.

## **XIII. DEVELOPER REQUIREMENTS PRIOR TO START OF CONSTRUCTION**

The Developer shall not commence construction of the water and/or wastewater system until the following conditions have been fulfilled:

1. The District has completed review of the construction plans and specifications for the Developer Improvement and approved them for construction.
2. Developer's engineer has submitted a construction cost estimate to the District.
3. All costs incurred by the District on behalf of the Developer have been paid in full.
4. Copies of all necessary permits have been received by the District.
5. The performance bond, if required by the District, or other approved method of assuring construction compliance is on file with the District.
6. Evidence of insurance as required in this Contract is on file with the District.

**XX. DISTRICT ACCEPTANCE OF THE DEVELOPER IMPROVEMENT**

The Developer Improvement shall not be accepted by the District until the following requirements are met to the District's satisfaction:

1. District inspection of the Developer Improvement and Developer completion of the punch list items have been completed. Inspection, testing, and lamping reports for the wastewater main have been completed and are on file at the District, and CCTV video tapes or DVD's are submitted and approved.
2. Final construction costs have been submitted to the District.
3. All costs incurred by the District on behalf of the Developer have been paid in full, including construction observation fees and other services provided by the District.
4. Record drawings are complete and certified correct by the Contractor. One complete record set is received by the District on mylar and one set on bond paper. District also shall receive the electronic file of the record drawings in the District-specified format. The electronic copy will be used to update system mapping.
5. All duly Executed Bills of Sales and Conveyances have been received by the District in the form set forth in the attached EXHIBIT B.
6. Easements on the District's form (EXHIBIT C) for all completed water and/or waste-water improvements have been furnished to the District, accepted by the District, and recorded with the Kitsap County Auditor; and the easement title insurance policy, record of survey or final plat have been submitted and accepted by the District.
7. The Developer has furnished the District with an affidavit warranting that all bills pertaining to the Developer Improvement have been paid and there are no liens against the Developer Improvement (EXHIBIT D).
8. The Developer has furnished the District with a two-year guarantee, in the form of a maintenance bond (EXHIBIT F), performance bond extension, or an assignment of funds, that the Developer Improvement will be free of defects in labor and materials during this term. The two-year guarantee period shall commence on the date of acceptance of the completed Developer Improvement. The maintenance bond shall be for 10% of the final construction costs with a minimum bond amount of \$2,000.
9. The District shall not be obliged to provide utility service to the property described in this Contract until all above requirements have been met by the Developer to the District's satisfaction.
10. The District shall not be obligated to provide utility service to the property described in this Contract if construction by third parties of facilities to be deeded to the District has not been completed and accepted by the District, if such third party facilities are necessary to provide utility service to the property described in this Contract.

## **XXII. FINAL ACCEPTANCE**

1. **Conveyance of Developer Improvement to District.** Upon completion of the work and approval of the Developer Improvement and all work associated therewith by the District, the Developer shall, as a condition of acceptance by the District, convey the Developer Improvement and all necessary easements to the District by Bill of Sale in the form as set forth on the attached EXHIBIT B, and by Statutory Warranty Deed as to any easements in the form identified herein.

2. **Acceptance by District.** Upon full compliance with this Contract including connection of the Developer Improvement to the District System and completion and conveyance of the Bill of Sale and any required easements, the District shall accept the Developer Improvement by written notification to the Developer in letterform. Upon acceptance, the Developer shall have the right to use the District System subject to all District regulations, conditions, and charges as it determines to be reasonable and proper from time to time.

## **XXIII. CORRECTION OF DEFECTS OCCURRING OR DISCOVERED WITHIN WARRANTY PERIOD**

1. **Post Acceptance Defects in Developer Improvement.** If defects in the Developer Improvement are discovered after acceptance thereof by the District within the two-year warranty period, the Developer shall start work to remedy any such defects within seven days receipt of written notice from the District. In the event the Developer does not commence and/or accomplish corrections within the time specified by the District, the work may be accomplished by the District at its option, and the cost thereof shall be paid by the Developer immediately upon demand being made by the District. In emergencies, where public health concerns are involved or where damage may result from delay and/or where loss of service may result, corrections may be made by the District upon discovery, in which case the cost thereof shall be borne by the Developer immediately upon demand being made by the District.

2. **Developer Responsible for Work Defects within Warranty Period.** The Developer shall be responsible for all expenses incurred by the District of every kind and nature resulting from defects in the Developer's work, including: all actual damages; costs of materials and labor expended by the District in making repairs; and costs of engineering, construction observation, and supervision by the District.

## **XXIV. PROJECT DOCUMENTS**

The documents for the project involving the Developer Improvement as identified herein shall include the following:

- Executed Developer Extension Contract
- Standard Specifications and Details as identified in this Contract
- Change orders after Contract is signed
- District approved plans for the Developer Improvement
- Detailed drawings, Special Specifications, and written instructions by the District Engineer or District Manager concerning the Developer Improvement
- Addenda relating to the work project when written
- Reference Specifications concerning the project
- Performance bond or equivalent instrument as identified in this Contract
- Evidence of insurance as required in this Contract

## **XXV. SAFETY OF PERSONS AND PROTECTION OF PROPERTY**

The Developer shall be solely and exclusively responsible for construction safety means and methods, and for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of all its work relating to the Developer Improvement. The Developer shall insure the Contractor takes all necessary precautions for safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. Employees on the project and other persons who may be affected thereby.
2. The work, materials, and equipment incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or other sub-subcontractors.
3. Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation, or replacement in the course of construction.

**Safety Notices.** The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

**Construction of Safety Related Facilities.** The Developer shall erect and maintain, as required by law, conditions and performance of the contract, necessary fences and other safe-guards for safety and protection of persons/property on and off the work site and shall: 1) post danger signs and other warnings against hazards, 2) promulgate safety regulations, and 3) notify owners/users of adjacent sites/utilities when the Contractor's operations may affect them.

**Hazardous Materials.** When the use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the work, the Developer and its agents shall exercise utmost care and carry out such activities under supervision of properly qualified personnel.

**Remedying Loss to Property.** The Developer shall promptly remedy damage and loss to property that the Developer is required to protect caused in whole or in part by the Developer, Contractor, a subcontractor, or anyone directly or indirectly employed at the worksite.

**Safety Officer.** The Developer shall designate a responsible and competent member of the Developer's organization at the work site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Developer in writing to the District.

**Safety Program Maintenance.** The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs required in connection with the project work and shall send copies of all accident, injury, or work-related illness reports and of all notices of unsafe conditions to the District and appropriate governmental authorities.



**XXVI. NO ASSIGNMENT WITHOUT DISTRICT APPROVAL**

The Developer shall not assign this Contract or any responsibilities imposed upon it hereunder without first obtaining the prior written consent of the District, which the District may grant or withhold in its sole discretion. Written documents as required by the District of any proposed assignment shall be filed with the District by the Developer at the time of any assignment, together with the written consent of the District.

**XXVII. ATTORNEYS FEES AND COSTS**

In the event either the District or the Developer commences any legal action relating to the provisions of this Contract, the prevailing party shall be entitled, in addition to all other amounts to which it is otherwise entitled by this Contract, to its reasonable attorney's fees and costs involved in such action, including those incurred on appeal.

**XXIII: GOVERNING LAW/FORUM**

This Contract shall be construed and enforced in accordance with the laws of the State of Washington. Any suit relating to, or to enforce the provisions of this Contract, shall be brought in Kitsap County, Washington Superior Court.

**XXIX. SEVERABILITY OF PROVISIONS**

The finding under law that any one or more provisions or any portion of a provision in this Contract is invalid, unenforceable, or illegal, shall not impair the validity or enforceability of any other provision hereof or the Contract Documents as a whole.

**XXX. EXECUTION**

The undersigned Developer and any additional owners warrant and represent they constitute the owners of all real property that is the subject matter of this Contract and, upon request by the District, agree to provide title insurance, establishing to the satisfaction of the District that the parties executing this application constitute the owners of all real property described and have the authority to execute this Contract with respect to said real property and on behalf of any party legal entities.

Dated this 3 day of DECEMBER, 2021.

DEVELOPER:

Baux Development LLC

(State full legal name of Developer)

by: [Signature]

Print Name: BRETT McDONOUGH

Title: MANAGER

Its duly authorized representative for entry into this Contract

*West Sound Utility District recommends that you retain a copy of this completed form for your personal records.  
(Developer Extension Contract-Exhibit A)*



Address: 2680 E. SEYCHELLES CT  
SALT LAKE CITY, UT 84121

Contact Phone Numbers: 801.792.1540

Contact Email: BRETT@BLUXDEVELOPMENT.COM

STATE OF UTAH )  
 ) ss Corporation or LLC Acknowledgment  
COUNTY OF SALT LAKE )

I certify that I know or have satisfactory evidence that BRETT McDONCHIE is the person who appeared before me, and such person acknowledged he/she signed this instrument, and on oath stated he/she were authorized to execute it on behalf of BLUX DEVELOPMENT, a Washington LLC (insert "corporation" or "limited liability company" as appropriate); and he/she acknowledged it as MANAGER (state the offices of each), respectively, of such business entity, to be the free and voluntary act of such business entity for the uses and purposes mentioned in the instrument.

Dated: 12/17/2021

Print Name: JOHNY FREDRICK

NOTARY PUBLIC in and for the State of UTAH

UTAH, residing in 3125 S RICHMOND, 84106, UTAH

My Commission Expires: 02/09/2022



**ACCEPTANCE OF CONTRACT BY DISTRICT:** Upon compliance with all terms and conditions of this Contract by the Developer in a timely manner, the District will accept the Developer Improvement and furnish the applicable utility service thereto.

WEST SOUND UTILITY DISTRICT

by: \_\_\_\_\_ Date: \_\_\_\_\_  
General Manager

Print Name:

**EXHIBIT "A"**

**DEVELOPER EXTENSION CONTRACT /  
LOCATION OF DEVELOPER IMPROVEMENT**

Project Name: OVERLOOK APARTMENTS

The proposed Developer Improvement will be installed on, under, and/or over: roads; easements; and/or other rights-of-way. The Developer Improvements shall be for the use and benefit of the real property hereafter described, which real property is owned by the Developer and/or other persons who are contributing to the costs of said Developer Improvement and said other owners join in this application and are referred to as "additional owners" in this Contract. The said real property is described as follows:

**Legal description of Premises-Insert or attach all applicable legal description(s) and tax parcel number(s)**

• SEE NEXT PAGE

## OVERLOOK APARTMENTS PHASE III - LEGAL DESCRIPTIONS

PARCEL: 4598-005-026-0009

LOTS 26 AND 27, BLOCK 5, NAVY YARD ADDITION TO SIDNEY ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGES 87, RECORDS OF KITSAP COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF VACATED PALMER AVENUE AS ATTACHES BY OPERATION OF LAW PER ORDINANCE NO. 1791, RECORDED UNDER AUDITOR'S FILE NO. 3241143, DATED MARCH 6, 2000.

EXCEPT THE SOUTH 5.00 FEET OF SAID LOT 26.

SITUATE IN THE CITY OF PORT ORCHARD, KITSAP COUNTY, STATE OF WASHINGTON.

PARCEL: 4598-005-024-0001

LOT 25 AND THE SOUTH 5.00 FEET OF LOT 26, BLOCK 5, NAVY YARD ADDITION TO SIDNEY ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGES 87, RECORDS OF KITSAP COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF VACATED PALMER AVENUE AS ATTACHES BY OPERATION OF LAW PER ORDINANCE NO. 1791, RECORDED UNDER AUDITOR'S FILE NO. 3241143, DATED MARCH 6, 2000.

TOGETHER WITH THE NORTH 15.00 FEET OF LOT 24 OF SAID BLOCK 5.

SITUATE IN THE CITY OF PORT ORCHARD, KITSAP COUNTY, STATE OF WASHINGTON.

PARCEL: 4598-005-017-0208

RESULTANT PARCEL 2 OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 201610270137, BEING A PORTION OF LOTS C AND D OF THE CITY OF PORT ORCHARD SHORT PLAT NO. PO-79R-2 (S-1085R-2) RECORDED UNDER KITSAP COUNTY AUDITOR'S FILE NO. 3000847/848, BEING AN AMENDMENT OF 9512290269 AND 9503270155, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 30, TOWNSHIP 24 NORTH, RANGE 2 EAST, W.M., KITSAP COUNTY, WASHINGTON.

TOGETHER WITH LOTS 1 THROUGH 10, AND LOTS 23 THROUGH 32, ALL IN BLOCK 6, AND LOTS 17 THROUGH 24, BLOCK 5, OF THE NAVY YARD ADDITION TO SIDNEY, AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 87, RECORDS OF KITSAP COUNTY, WASHINGTON.

EXCEPT THE NORTH 15.00 FEET OF LOT 24 OF SAID BLOCK 5.

ALSO TOGETHER WITH THOSE PORTIONS OF VACATED WENDELL AND HARRIET STREET AS ATTACHES BY OPERATION OF LAW PER RESOLUTION 004-2000 AS RECORDED UNDER AUDITOR'S FILE NO. 3231877, RECORDS OF KITSAP COUNTY, WASHINGTON.

ALSO TOGETHER WITH THAT PORTION OF VACATED PALMER AVENUE AS ATTACHES BY OPERATION OF LAW PER ORDINANCE NO. 1791, RECORDED UNDER AUDITOR'S FILE NO. 3241143, DATED MARCH 6, 2000.

SITUATE IN THE CITY OF PORT ORCHARD, KITSAP COUNTY, STATE OF WASHINGTON.

PARCEL: 4598-005-028-0007

LOTS 28 THROUGH 32, INCLUSIVE, BLOCK 5, NAVY YARD ADDITION TO SIDNEY, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 87, IN KITSAP COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF VACATED PALMER AVENUE AS ATTACHES BY OPERATION OF LAW PER ORDINANCE NO. 1791, RECORDED UNDER AUDITOR'S FILE NO. 3241143, DATED MARCH 6, 2000, NAVY YARD ADDITION TO SIDNEY.



**WEST SOUND UTILITY DISTRICT  
RESOLUTION NO. 998-22**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
WEST SOUND UTILITY DISTRICT  
APPROVING A CONTRACT AMENDMENT FOR  
REPAIR OF THE MITCHELL ROAD SE SEWER MAIN**

**WHEREAS**, The Board of Commissioners approved Resolution 972-21 on October 11, 2021 for unplanned necessary sewer main repairs on Mitchell Road SE to correct deficiencies; and

**WHEREAS**, after excavation, it was determined that the extent of work needed is in excess of what was considered for the scope and awarded minor services contract; and

**WHEREAS**, the amount for the repair work is in excess of the \$20,000.00 contracting authority; and in excess of the previously approved change order authority of the General Manager and requires approval of the Board of Commissioners; **NOW, THEREFORE**,

**THE BOARD OF COMMISSIONERS OF WEST SOUND UTILITY DISTRICT HEREBY RESOLVES:**

**Section 1.** The Board of Commissioners hereby approve an amendment to the contract to provide for payment of incurred costs for work performed in the amount of \$18,397.71 plus applicable WSST in the amount of \$1,655.80 and an additional amount of \$24,667.50 plus WSST in the amount of \$2,220.08 for the additional repairs and work necessary (Exhibit "A") for a total project cost of \$46,941.09. The Board further authorizes the General Manager, on behalf of the District, to execute the change order and to approve further amendments to the Contract or change orders in an amount not to exceed 10% of the Contract amount provided the changes are: a) within the scope of the project, b) consistent with the bid process; and c) executed in writing.

**APPROVED and ADOPTED** by the Board of Commissioners of West Sound Utility District at a Board meeting scheduled on February 7, 2022.

**WEST SOUND UTILITY DISTRICT**

Kitsap County, Washington

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Jerry Lundberg  
Chairperson

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Susan Way  
Vice Chairperson

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James J. Hart  
Secretary



**CASECO ASSOCIATES, INC**  
P.O. Box 67  
Port Orchard, WA 98366  
(360) 876-9213 Office (360) 876-5549 Fax  
Lic # CASECAI981NZ

February 3, 2022

West Sound Utility District  
2924 SE Lund Ave  
Port Orchard, WA 98366

RE: Mitchell Road – Sewer Main Repair

On October 14, 2021 Caseco Associates and West Sound Utility District entered into a contract to repair a 12” sewer main on Mitchell Road in Port Orchard. The contract was for Caseco Associates to excavate down and repair said sewer main for the amount of \$24,667.50 not including tax.

Caseco began excavation work on December 16, 2021. Excavation and by pass pumps were in place at 3.5' when a 2” gas main was located on top of the damaged sewer main. Caseco continued excavating down towards the 12” sewer main and discovered a conflict in location of the sewer main and gas main. Due to uncompacted crushed rock from original side sewer installation and location of gas main and sewer main the project needed to stop. Caseco backfilled and secured the site until gas line could be relocated.

The damage as seen on the original video did not show all of the damage seen when excavation had uncovered the main. The sewer main was also farther west than located and outside trench safety equipment due to the gas main location..

Work completed as of December 20, 2021, with labor, operators, equipment, outside services and equipment rentals is \$18,397.71 not including tax. This is the amount Caseco is requesting at this time for the “exploratory” dig and would like this added as an “extra” to the original contract. Caseco is also requesting that the original contract be the same \$24,667.50 not including tax due to the unexpected locations of the gas and sewer mains.

Please see attached photos to show conflict and locations of gas and sewer mains.

Thank you for your consideration in this matter.

Sincerely,

Brad Paige – Owner  
Caseco Associates, Inc



← Back  
Saddle













Duct Pipe  
FM Pipe





Gas  
Line

Backflow  
Preventer  
Pipe













*Improper  
Compaction*





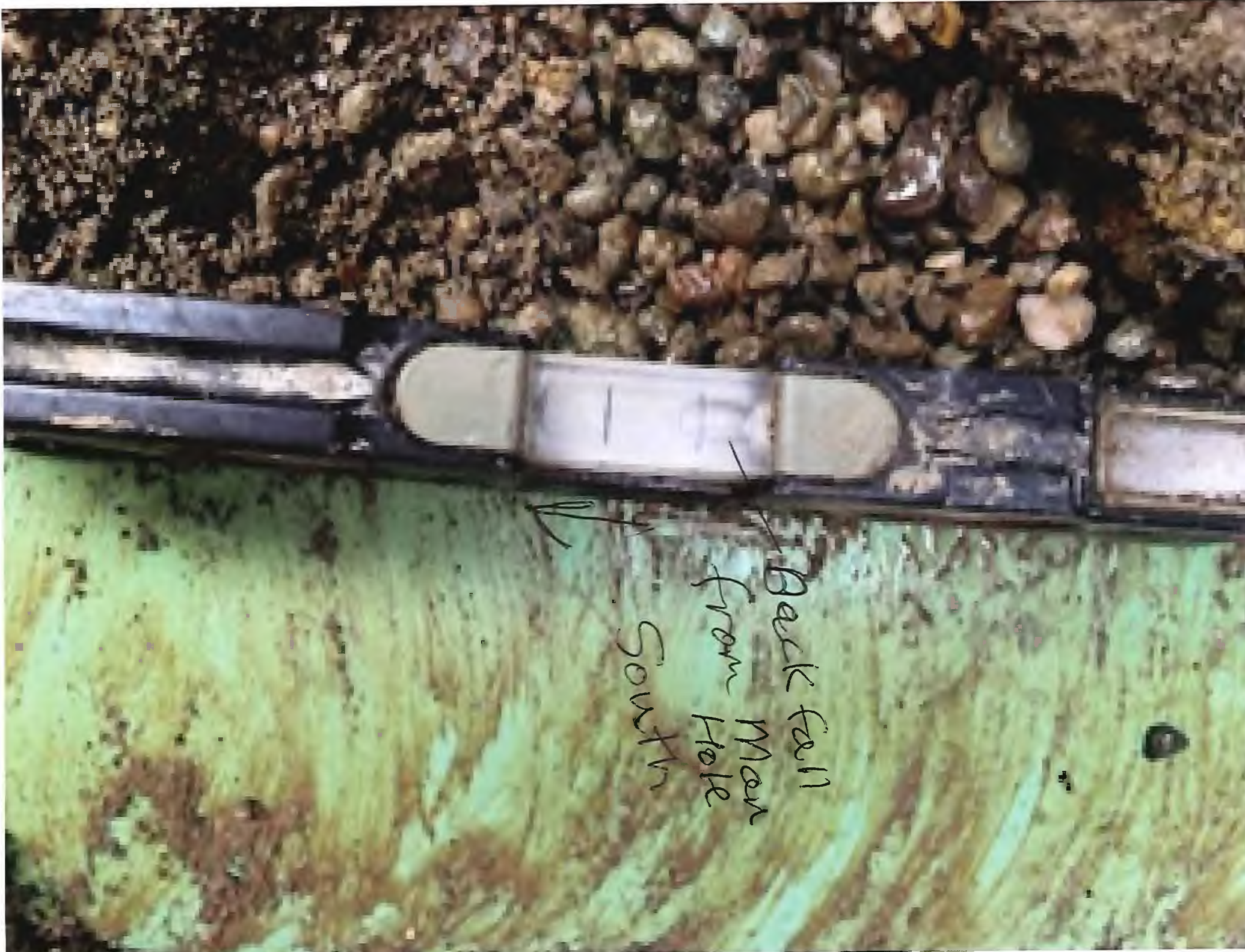
Blue  
(west of)  
(Green)  
?

Side  
sewer  
to  
Saddle  
Low





Back fall  
from  
Hole  
South







**WEST SOUND UTILITY DISTRICT  
RESOLUTION 999-22**

**A RESOLUTION OF THE  
WEST SOUND UTILITY DISTRICT BOARD OF COMMISSIONERS  
CONFIRMING A SALARY STEP INCREASE FOR  
OPERATIONS MANAGER JOHN TAPIA**

**WHEREAS**, Mr. Tapia is employed by West Sound Utility District to serve as the Water/Sewer Operations Manager; and

**WHEREAS**, a satisfactory performance evaluation of Mr. Tapia was recently conducted by the General Manager; and

**WHEREAS**, Mr. Tapia is currently eligible to receive a salary increase and the General Manager recommends such salary increase be confirmed by the Board of Commissioners; **NOW, THEREFORE**,

**THE BOARD OF COMMISSIONERS OF WEST SOUND UTILITY  
DISTRICT HEREBY RESOLVES:**

**Section 1.** Effective February 1, 2022, Operations Manager John Tapia's salary shall be increased from Pay Grade 21, Step 4 (\$8472.31) to Pay Grade 21, Step 5 (\$8,895.93).

**APPROVED and ADOPTED by the Board of Commissioners of West Sound Utility District** at a regular scheduled meeting on February 7, 2022.

**WEST SOUND UTILITY DISTRICT**  
Kitsap County, Washington

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Jerry Lundberg  
Chairperson

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Susan Way  
Vice Chairperson

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James J. Hart  
Secretary