

# WEST SOUND UTILITY DISTRICT

Board of Commissioners  
Board Meeting

May 1, 2024  
1:00 PM

Please direct your smart device or computer to [www.wsud.us/meetings](http://www.wsud.us/meetings) for information on virtual attendance.

## AGENDA

### PUBLIC COMMENTS

### CONSENT AGENDA

1. Approval of the Regular Board Meeting Minutes of April 15, 2024
2. Approval of Vouchers WSUD #32246 through #32281 in the amount of \$175,040.70
3. Approval of Vouchers SKWRF #17928 through #17948 in the amount of \$26,874.35

### BOARD DISCUSSION/ACTION ITEM

1. Bethel Road SE Main Replacement, Public Works Board Award Letter
2. Resolution 1147-24, SKWRF Equipment Purchase, Samplers
3. Resolution 1148-24, DEC Acceptance, 2102 Sedgwick Multi-Family Development
4. Resolution 1149-24, Asphalt Modifications Addressing Stormwater Prevention, SKWRF

### STAFF REPORTS

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

### COMMISSIONERS' REPORTS

### EXECUTIVE SESSION

Executive Sessions may be scheduled or announced for discussions per RCW 42.30.110.

### FUTURE MEETINGS

May 15	Regular Board Meeting
June 5	Regular Board Meeting
June 11	Sewer Advisory Committee Meeting (3:00 pm, WSUD Offices)
June 18	Regular Board Meeting (Tuesday due to Wednesday Holiday)



WEST SOUND UTILITY DISTRICT  
Minutes of Meeting of the Board of Commissioners  
2924 SE Lund Avenue, Port Orchard, WA 98366  
Wednesday, April 15, 2024, at 1:00 p.m.

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

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Attending: Randy Screws, General Manager  
John Tapia, Operation Manager  
Marty Grabill, Plant Manager  
Joy Ramsdell, Finance Manager  
Michaela Horishige, Accounting Specialist  
Jacob Holcombe, GIS/IT Specialist

The meeting was called to order by Commissioner Hart at 1:00 p.m.

**PUBLIC COMMENTS**

**CONSENT AGENDA**

1. Approval of the Regular Board Meeting Minutes of April 3, 2024
2. Approval of Vouchers WSUD #32205 through #32245 in the amount of \$123,784.86
3. Approval of Vouchers SKWRF #17904 through #17927 in the amount of \$41,674.94
4. Approval of the April Payroll in the amount of \$230,421.40

Commissioner Lundberg moved to approve the items in the Consent Agenda. The motion was seconded by Commissioner Hart; the motion was approved 2-0.

**BOARD DISCUSSION/ACTION ITEM**

Introduction of Utility Specialist Trainee Corey Carter

Introduction of SKWRF Operator Trainee Hansen Blossey

Introduction of SKWRF Operator Trainee Lorenzo Determan

Resolution 1145-24, Written Finding, Emergency Contract Award, APS, Inc.  
Passed 2-0

Resolution 1146-24, Utility Specialist Change of Position, WSUD Employee  
Passed 2-0

## **STAFF REPORTS**

### **PLANT MANAGER'S REPORT**

Plant Manager Marty Grabill reported:

#### General Updates

- The NPDES Permit renewal is in process. SKWRF will continue to operate under the current permit until a new one is issued.

#### Nutrient General Permit (2022)

- Still awaiting a decision on in-house accreditation from D.O.E.

#### 2024 Projects

#### CIP - Electrical Switch Gear Replacement

- Provided contractor with the signed contract. The contractor placed the order for the ATS on 4/10/24.

#### CIP - Grit Pump Replacement

- Placed the order for the grit pump on 3/21/24. The grit pump lead time is 20 weeks, no further updates.

#### CIP - Fine Screen Replacement

- Awaiting engineering estimates to proceed. This will need to go out to bid. Lead time on both fine screens is 50+ weeks.

#### CIP - Blower Replacement/Aeration

- Met with engineer on 3/27/24. Awaiting engineering estimates to proceed.

#### CIP - Concrete Repairs

- A contractor came on site to bid for concrete repairs. One bid has been received so far.

#### CIP - Asphalt Modifications for Stormwater

- Two bids were received for stormwater modifications.
- Received an exceedance for copper in the first quarter of this year and will need to take corrective action. The storm drain in question will be the primary focus.

### **OPERATIONS MANAGER'S REPORT**

Operation Manager John Tapia reported:

#### CIP - Powell Booster Station Engineering

- 100% plans are completed.
- Should be going out shortly now.

#### Olney Sewer Replacement

- Received updated Engineers estimate with manhole changes: \$1,183,592.43.
- HDR is revising and prepping for RFP now.

### Madrona Water Main Relocation

- Preparing maps for the project to go to engineering.

### Well Rehabilitations

- Well 16: Holt Services- \$192,100.00. Started pumping and bailing.
- Well 11: Holt Services- \$221,100.00. Started pumping and bailing.
- Well 18: Holt Services- \$214,100.00. Ready to begin.
- Well 14: Holt Services- \$179,450.00. Has not been started yet.
- Well 17: Holt Services- \$229,100.00. Started rehabilitation.

### Crew:

1. Well 22 VFD: Taurus is waiting on the filter. It is scheduled to ship on April 8<sup>th</sup>.
2. Inserta valve installed at Grandridge lift station. Flow meter can now be installed.
3. Replacement of residential meters continue.
4. Two crews focusing on flushing and TV work orders.
5. Well 17 Video is scheduled for April 15<sup>th</sup>.
6. Three spare pumps for sewer stations were ordered: Ridgeline, Villa and Blueberry.
7. New District truck just arrived yesterday. On-call vehicle has been ordered. There is no exact delivery date yet, no updates.
8. Well 20: Pat Hall started moving in the machines today. Had to advertise with Kitsap County to close the trail.
9. Water main break on Pioneer: Details discussed with the Board.
10. Darryl is attending CDL training until May 3<sup>rd</sup>.
11. Re-quoting the generators for Well 22 and Well 1.

### **FINANCE MANAGER'S REPORT**

Finance Manager Joy Ramsdell reported:

- Sent out 121 past due letters, shut offs will occur this Wednesday.
- As of today, there are 46 past due accounts with a total balance of \$27k.
- Finance filed state and city's Q1 reports.
- The Treatment Plant's 2023 annual report is almost done. Aiming to give it to Randy for review today.
- Customer Service worked with the Operations Dept. to streamline the service request process, making it a paperless and more efficient workflow.

### **GENERAL MANAGER'S REPORT**

General Manager Randy Screws reported:

- Work on the gravity sewer from the Annapolis lift station to eliminate the overflow connection to the City's sewer system continues.
- Work continues on capital project preparation for RFPs.

- Work continues on updates to the Powell Booster Pump Station documents with HDR Engineering to begin the process of putting the project out to bid. The historical and cultural review for the project is currently with tribes for their input.
- RFP for Well 20 should be complete next week and we will begin the process of advertisements.

**COMMISSIONERS' REPORTS**

Commissioner Lundberg asked if there is any recourse if State/County/DOT projects are put on hold after the District has already performed necessary work. The question may be posed to legal counsel. Commissioner Hart had nothing to report.

**EXECUTIVE SESSION**

The Board entered into a 5-minute Executive Session with GM Screws, John Tapia, and Jacob Holcombe at 1:50 p.m. Executive Session ended at 1:55 p.m. with action taken.

**ADJOURN**

Commissioner Hart moved to adjourn the meeting at 1:56 p.m. Motion was seconded by Commissioner Lundberg; the motion was approved 2-0.

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Susan Way  
Chairperson

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James Jay Hart  
Vice-Chairperson

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Jerry Lundberg  
Secretary











**Washington State  
Public Works Board**

Post Office Box 42525  
Olympia, Washington 98504-2525

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April 13, 2024

Glen (Randy) Screws  
West Sound Utility District #1  
2924 SE Lund Ave  
Port Orchard, WA 98366

Dear General Manager Glen (Randy) Screws,

Thank you for applying to the Public Works Board (PWB) Construction Program. Congratulations, the PWB conditionally approved your construction application at its February 2, 2024 board meeting. Your Bethel Road SE Main Replacement project has been awarded \$3,101,000. The approval date is the award date. Any eligible costs incurred from that date forward are reimbursable.

The threshold checks and underwriting for your project are complete. The PWB offers this rate and term for your project: the award will be \$2,635,850 as a loan and \$465,150 as a grant. The loan interest rate is 1.38% with a loan term of 20 years.

The PWB processes contracts electronically. Upon receipt of the contract, please facilitate its review through your internal process in a timely manner and return an executed contract within 6 months. Failure to do so by this date will result in withdrawal of the award.

Once again, thank you for applying to the Public Works Board. Please contact PWB Project Manager Tammy Mastro by email at [tammy.mastro@commerce.wa.gov](mailto:tammy.mastro@commerce.wa.gov) if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'SR', with a horizontal line extending to the right.

Sheila Richardson  
PWB Programs Director

cc: Application File



**WEST SOUND UTILITY DISTRICT  
RESOLUTION 1147-24**

**A RESOLUTION OF THE  
WEST SOUND UTILITY DISTRICT BOARD OF COMMISSIONERS  
AUTHORIZING THE EQUIPMENT PURCHASE OF  
REPLACEMENT SAMPLERS FOR THE  
SOUTH KITSAP WATER RECLAMATION FACILITY**

**WHEREAS**, the SKWRF's 2024 Capital Budget contains funding for equipment replacement to address unforeseen equipment replacement needs; and

**WHEREAS**, the SKWRF's 2024 Capital Budget contains sufficient funding for the purchase of the two identified failing samplers; and

**WHEREAS**, SKWRF staff made inquiries to vendors for supply of the equipment of which three (3) quotes were provided and it was determined that Whitney Equipment Company, Inc. provided the lowest responsible quote which meets the needs of the SKWRF for the replacement samplers; and

**WHEREAS**, the amount for this purchase is more than the \$20,000.00 contract 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 Board of Commissioners hereby approves the purchase of two replacement samplers as quoted by Whitney Equipment Company, Inc. in the amount of \$18,401.00, shipping in the amount of \$1,400.00 and WSST in the amount of \$1,711.29 for a total of \$21,512.29 per Exhibit "A".

**APPROVED and ADOPTED** by the Board of Commissioners of West Sound Utility District at a regular Board meeting on May 1, 2024.

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

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Susan Way  
Chairperson

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James J. Hart  
Vice Chairperson

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Jerry Lundberg  
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

1/11/2024

Quote #: 41615 - 1

**To: West Sound Utility District**  
**Attn: Marty Grabill**  
**Email: mgrabill@wsud.us**  
**Phone: (360) 876-2545**

**Project Name: West Sound - ISCO 5800 Sampler Pkg.**

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 \$193.00/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 . Please call if you need further information or prices.



Quote # : 41615 - 1  
Quote name : West Sound - ISCO 5800  
Sampler Pkg.  
Customer name : West Sound Utility District  
Salespersons name : Brad Vande Vusse

### SCOPE OF SUPPLY

Quantity	Product / Description	Price per Unit	Total Price
2 each	<b>68-5800-303 ISCO 5800 Sampler Pkg.</b> Model 5800 Refrigerated Sampler. Includes control panel, refrigeration unit, distributor arm and two pump tubes. Single bottle configuration. Includes one polyethylene 5.5 Gallon (20.5 Liter) round bottle and two discharge tubes. Bottle includes two caps - one solid cap for transport and one with a hole to properly route the discharge tube when sampling. Vinyl suction line with standard weighted polypropylene strainer (3/8 Inch I.D. x 25 ft.). Includes tubing coupler.	\$9,200.50	\$18,401.00
			Sub-Total: \$18,401.00
			Freight: \$1,400.00
			<b>TOTAL: \$19,801.00</b>

Lead Times: 4-6 weeks ARO  
Freight Terms: FOB Factory, prepaid and added to invoice

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Sales tax is not included unless specified.  
Payment Terms: NET30

Sincerely,  
Brad Vande Vusse, Municipal Account Manager Washington



Quote # : 41615 - 1  
Quote name : West Sound - ISCO 5800 Sample  
Pkg.  
Customer name : West Sound Utility District  
Salespersons name : Brad Vande Vusse

**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 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, DOWN TIME, 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. 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.



Quote # : 41615 - 1

Quote name : West Sound - ISCO 5800 Sample Pkg.

Customer name : West Sound Utility District

Salespersons name : Brad Vande Vusse

**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 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.





Quote # : 41615 - 1

Quote name : West Sound - ISCO 5800 Sample  
Pkg.

Customer name : West Sound Utility District

Salespersons name : Brad Vande Vusse

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 1148-24**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF WEST SOUND UTILITY DISTRICT  
ACCEPTING THE DEVELOPER’S EXTENSION CONTRACT  
FOR WATER UTILITIES FOR THE  
2102 SEDGWICK MULTI-FAMILY DEVELOPMENT**

**WHEREAS**, West Sound Utility District (“District”) and Mr. Chris DeWald, Authorized Signatory of 2102 Sedgwick, LLC., entered into a development extension agreement on May 3, 2023, for the extension and development of water and fire protection and sewer utilities for the 2102 Sedgwick Multi-Family Development located at 2102 SE Sedgwick Road; and

**WHEREAS**, the water, fire protection, and sewer system improvements of this utility development project have been constructed following the standards of the District and approved by the District’s Operations staff; and

**WHEREAS**, the sewer system is private and the water and fire protection utilities to be conveyed to the District consist of the items and quantities identified per the attached Water System Construction Cost Worksheet (Exhibit A):

**WHEREAS**, the water and fire protection system for an asset value of \$227,185.01 shall be conveyed to the District upon the acceptance of the water and fire suppression system services by the District’s Board of Commissioners; **NOW, THEREFORE**,

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

**Section 1.** West Sound Utility District accepts the water and fire suppression system extension of utilities and services for the 2102 Sedgwick Multi-Family Development located at 2102 SE Sedgwick Road and hereby authorizes the District’s General Manager to sign the conveyance documents (Exhibit B)

**APPROVED and ADOPTED by the Board of Commissioners of West Sound Utility District** at a regularly scheduled meeting on May 1, 2024.

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

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Susan Way  
Chairperson

---

James J. Hart  
Vice Chairperson

---

James J. Hart  
Secretary



2924 SE Lund Avenue, Port Orchard, WA 98366  
 (360) 876-2545 • Fax (360) 874-5030  
[www.customerservice@wsud.us](http://www.customerservice@wsud.us)

**WATER SYSTEM CONSTRUCTION COST WORKSHEET**

Project Name: 2102 Sedgwick Multifamily

Submitted by: Thomas Varelmann WAU

<b>WATER MAINS</b>			
<b>MAINS</b>	<b>FEET</b>		<b>COST</b>
2"			
4"			
6"			
8"	1026		98,107.69
12"			
<b>FITTINGS</b>			
<b>TESTING</b>			
<b>BLOCKING</b>			
<b>VALVES</b>			
	<b>QUANTITY</b>		
2"			
4"			
6"	4		
8"	2		
12"			
	<b>QUANTITY</b>		
VALVE BOXES	10		
TRACE WIRE	1026		
	<b>QUANTITY</b>		
<b>BLOW OFF ASSEMBLY</b>			
	<b>QUANTITY</b>		
<b>AIR VAC ASSEMBLY</b>			
<b>WET TAPS</b>			
	<b>QUANTITY</b>	<b>SIZE</b>	
	10	2	
	<b>QUANTITY</b>	<b>SIZE</b>	
<b>PRV STATIONS</b>			

## WATER SYSTEM CONSTRUCTION COST WORKSHEET

HYDRANTS			
	QUANTITY		
HYDRANTS	4		26,000.00
	FEET		
6" PIPE	40		
VALVES	4		
VALVE BOXES	4		
TEES'	5		
STORTZ ADAPTER	4		
FITTINGS			
<b>SERVICES</b>			
POLY PIPE	FEET		
2"	515		103,077.32
1 1/2"	60		
1"			
3/4"			
	QUANTITY		
TAPS			
SADDLES	11		
CORP STOPS	11		
SETTERS			
2"	9		
1 1/2"	2		
1"			
3/4"			
METER BOXES	11		
<b>MOBILIZATION</b>			
TOTAL MOBE COST			
			<b>TOTAL WATER COST</b>
			\$227,185.01

IT IS THE RESPONSIBILITY OF THE DEVELOPER TO INCLUDE THE MATERIALS AND THE COSTS OF MATERIALS THAT ARE NOT LISTED ON THIS WORKSHEET



2924 SE Lund Avenue, Port Orchard, WA 98366  
(360) 876-2545 • Fax (360) 874-5030  
www.customerservice@wsud.us

**BILL OF SALE AND CONVEYANCE**

Project Name: Sedgwick Multi Family Phase 2

The Developer, namely, 2102 Sedgwick, LLC, for and in consideration of the mutual promises contained in the Contract, hereby grants, bargains, sells, conveys, delivers, and warrants to West Sound Utility District, the following described personal property and real property located in Kitsap County, Washington, to wit:

1. (Itemized description of Developer Improvements to be conveyed):

637 LF 2" Fire Line/Water Serv. 73 LF 6" DI. 687 LF 8" DI.  
12 Water Valves 12 Water Vaults 10 2" Water Meters 4 Fire Hydrants 4 FDCs

2. Legal description and tax parcel numbers of all real property and easements to be conveyed:

BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST  
QUARTER SECTION 12 TOWNSHIP 23 NORTH RANGE 1 EAST W.M. IN  
KITSAP COUNTY WASHINGTON.  
(Attached Page has Full Legal Description)

Together with any easements or other existing interests in real property incident thereto and necessary for the ownership, operation, and maintenance of the Developer Improvement.

The Developer covenants and warrants to the District, its successors, and assigns, that the Developer is the owner of the said real and personal property and has good right and authority to sell the same, and that it will and does hereby warrant and agree to defend the sale thereof to the District, its successors, and its assigns against all and every person and/or entity claiming the same, whether said claim is with or without merit.

The Developer further warrants the Developer Improvement is fit for purposes intended, i.e., for use as a water collection and conveyance system or wastewater distribution system, and that the same has been constructed in accordance with this Contract.

The Developer further covenants, warrants, and agrees to repair, correct and bear the cost of any defect concerning any work or material associated with construction of the Developer Improvement which may arise for a two year period from the District's date of acceptance of this Bill of Sale, and to hold the District harmless from any and all costs arising in connection therewith or any and all liability of every kind and nature arising therefrom. When corrections of defects occurring within the warranty period are made, the Developer shall further warrant corrected work for two years after acceptance of the corrected work by the District.

Dated this 15th of April, 2024.

Developer by: 2102 Sedgewick, LLC -



Print Name: Matt Smith

State Title: Manager



Its duly authorized representative for entry into this Exhibit

Address 6622 Wollochet Dr. NW Gig Harbor, WA 98335

Contact telephone numbers: 253-858-3636

Accepted by WEST SOUND UTILITY DISTRICT on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ pursuant to the District Resolution hereinafter set forth.

Resolution No. \_\_\_\_\_

WEST SOUND UTILITY DISTRICT

By \_\_\_\_\_  
General Manager

## **LEGAL DESCRIPTION**

THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 12, TOWNSHIP 23 NORTH, RANGE 1 EAST, WM., IN KITSAP COUNTY, WASHINGTON; EXCEPT THE NORTH 30 FEET THEREOF; TOGETHER WITH THAT PORTION OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 23 NORTH, RANGE 1 EAST, WM., IN KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12,

THENCE NORTH 01°59'58" EAST ALONG THE WEST LINE OF SAID EAST HALF OF THE WEST HALF 593.97 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 726 FEET OF SAID EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER;

THENCE SOUTH 88°04'42" EAST ALONG SAID SOUTH LINE 5.31 FEET;

THENCE SOUTH 01°47'41" WEST 6.40 FEET;

THENCE SOUTH 02°02'19" WEST 133.09 FEET;

THENCE SOUTH 01°42'01" WEST 177.64 FEET;

THENCE SOUTH 02°30'09" WEST 104.17 FEET;

THENCE SOUTH 02°21'19" WEST 172.68 FEET TO THE SOUTH LINE OF THE EAST HALF OF THE WEST HALF OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12;

THENCE NORTH 88°05'15" WEST ALONG SAID SOUTH LINE 4.18 FEET TO POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON FOR S.E. SEDGWICK ROAD IN WARRANTY DEED RECORDED UNDER AUDITORS FILE NO. 200804290428;

AND EXCEPT THAT PORTION CONVEYED TO KITSAP COUNTY IN STATUTORY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. 200805200185;



AFTER RECORDING RETURN TO:

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

**EASEMENT AGREEMENT FOR UTILITY TRANSMISSION LINES**

**Summary for Recorder's Use:**

1. **Reference Number** of documents  
being assigned or released: *Not Applicable*  
Located on page \_\_\_\_ of document.
2. **Grantor ("Developer")**: 2102 Sedgwick LLC
3. **Grantee**: **WEST SOUND UTILITY DISTRICT**
4. **Summary Legal Description**: See full legal attached  
Additional legal description is on page 4 of document
5. **Assessor's Property Tax Parcel Account Number(s)**: \_\_\_\_\_  
122301-2-094-2007

**PROJECT NAME**: 2102 Sedgwick Multifamily

2102 Sedgwick LLC (hereinafter called "Grantor"), for and in consideration of the mutual promises and covenants contained in the Developer Extension Contract with West Sound Utility District, hereby dedicates, conveys and grants to **WEST SOUND UTILITY DISTRICT** (hereinafter called "Grantee") an easement (hereinafter also called "Easement" or "Easement Property") for water and/or wastewater mains, pumps, appurtenances thereto, and for other future utilities and appurtenances deemed necessary by Grantee under, over and across the Easement Property hereinafter legally described.

The real property (hereinafter called "Total Property") in which the Easement Property is located is legally described as follow: *(Insert full legal description of Total Property)*

See Attached  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The tax parcel number(s) of the Total Property is/are as follows: \_\_\_\_\_  
122301-2-094-2007

The Easement Property, located within a portion of the Total Property, is legally described as follows: *(Insert full legal description of Easement Property)*

See attached Easement Legal Description  
\_\_\_\_\_  
\_\_\_\_\_

For illustrative purposes, a map showing the location of the Total Property and the Easement Property within the Total Property is attached hereto, marked "EXHIBIT A", and by this reference incorporated herein. For recording purposes, it is understood EXHIBIT A must have one-inch margin borders on its top, bottom, and sides.

**IN CONSIDERATION** of the foregoing recitals and the promises and covenants of Grantor and Grantee hereinafter set forth, they agree as follows:

1. Grantee's Access Rights and Rights in Easement Property. The Grantee shall have the right at all times to enter upon the Easement Property to install, lay, construct, renew, upgrade, operate and maintain its water and/or wastewater transmission lines and other facilities and equipment (hereinafter simply referred to as "District Facilities") under, on, across and/or over the Easement Property as it shall deem necessary in its sole discretion, now and in the future. The District Facilities located at the Easement Property shall be used for the purposes of serving the Total Property and other property parcels and members of the public located within Grantee's jurisdictional boundaries and service area, now and as hereafter configured. In accessing the Easement Property, the Grantee shall have the right at all times to travel over those portions of the Total Property, as it shall deem reasonably necessary to obtain ingress and egress to and from the Easement Property.

2. Easement Time Length. The Easement rights granted to the Grantee in the Easement Property shall last in perpetuity.

3. Unobstructed Easement Property Access by Grantee. The Grantor shall never allow any permanent or other structures to be constructed or installed, or allow any trees or shrubs taller than 18 inches to be planted on or over the Easement Property or in any locations that would make it difficult for Grantee to reasonably access the Easement Property. The Grantor shall also never permit Grantee's access to the Easement Property to ever be obstructed in any fashion.

4. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and shall be binding and inure to the Grantor, Grantee and their successors, heirs, tenants, personal representatives and assigns.

5. Grantor's Warranty of Title. Grantor warrants it has good and indefeasible fee simple title to the Total Property and Easement Property and possesses the right to enter into the Easement grant made herein.

6. Enforcement of Agreement. Either party may enforce this instrument by appropriate legal action, and the party who substantially prevails in any such legal action shall be entitled to recover its reasonable attorney fees and costs from the party who substantially loses.

7. Cooperation of the Parties. The parties shall diligently strive to cooperate with one another in effectuate the terms and spirit of this Agreement. This Agreement shall be given a reasonable construction.

**GRANTEE: WEST SOUND UTILITY DISTRICT**

By: \_\_\_\_\_

General Manager

Print Name: \_\_\_\_\_

STATE OF WASHINGTON    )  
                                  ) ss   **WEST SOUND'S ACKNOWLEDGMENT**  
COUNTY OF KITSAP        )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person who appeared before me, and such person acknowledged they signed this instrument, and  
on oath stated he/she was authorized to execute this instrument on behalf of **WEST SOUND UTILITY  
DISTRICT**, a Washington municipal corporation, as the General Manger thereof, and he/she  
acknowledged it to be the free and voluntary act of such utility district for the uses and purposes  
mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

NOTARY PUBLIC in and for the State of

Washington, residing in \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**GRANTOR:**

State full legal name of Grantor: 2102 SEDGEWICK, LLC  
By: [Signature]

Print Name: Matt Smith

Its manager

who is legally and duly authorized to enter into this Easement Agreement on behalf of Grantor.

STATE OF WASHINGTON )

) ss Grantor - Corporation or LLC Acknowledgment

COUNTY OF KITSAP Pierce )  
man

I certify that I know or have satisfactory evidence that Matthew J. Smith and \_\_\_\_\_ are the persons who appeared before me, and such persons acknowledged they signed this instrument, and on oath stated they were authorized to execute it on behalf of 2102 Sedgewick, LLC, a Washington limited liab. comp. (insert "corporation" or "limited liability company" as appropriate) ; and they acknowledged it as manager and \_\_\_\_\_ (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: 4-15-2024

[Signature]

Print Name: Michelle Renee Ash

NOTARY PUBLIC in and for the State of

Washington, residing in Puyallup

My Commission Expires: 9-13-2024



**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF 15' PUBLIC WATERLINE EASEMENT**

A PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 12, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M. IN KITSAP COUNTY, WASHINGTON;

EXCEPT THE NORTH 30 FEET THEREOF;

TOGETHER WITH THAT PORTION OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12;  
THENCE NORTH 01°59'58" EAST ALONG THE WEST LINE OF SAID EAST HALF OF THE WEST HALF 593.97 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 726 FEET OF SAID EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER;  
THENCE SOUTH 88°04'42" EAST ALONG SAID SOUTH LINE 5.31 FEET;  
THENCE SOUTH 01°47'41" WEST 6.40 FEET;  
THENCE SOUTH 02°02'19" WEST 133.09 FEET;  
THENCE SOUTH 01°42'01" WEST 177.64 FEET;  
THENCE SOUTH 02°30'09" WEST 104.17 FEET;  
THENCE SOUTH 02°21'19" WEST 172.68 FEET TO THE SOUTH LINE OF THE EAST HALF OF THE WEST HALF OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12;  
THENCE NORTH 88°05'15" WEST ALONG SAID SOUTH LINE 4.18 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON FOR S.E. SEDGWICK ROAD IN WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. 200804290428;

AND EXCEPT THAT PORTION CONVEYED TO KITSAP COUNTY IN STATUTORY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. 20080520018.

LYING IN A 15.00 FOOT STRIP OF LAND, BEING 7.50 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF THE ABOVE-DESCRIBED PARCEL A THENCE SOUTH 88°04'46" EAST, ALONG THE NORTH LINE THEREOF, A DISTANCE OF 133.01 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 01°43'28" WEST, A DISTANCE OF 14.54 FEET;  
THENCE NORTH 88°16'13" WEST, A DISTANCE OF 8.89 FEET;  
THENCE SOUTH 88°16'13" EAST, A DISTANCE OF 8.89 FEET;  
THENCE SOUTH 88°16'13" EAST, A DISTANCE OF 44.07 FEET;  
THENCE SOUTH 01°43'47" WEST, A DISTANCE OF 22.68 FEET;  
THENCE NORTH 01°43'47" EAST, A DISTANCE OF 22.68 FEET;  
THENCE NORTH 88°16'13" WEST, A DISTANCE OF 44.07 FEET;  
THENCE SOUTH 01°43'28" WEST, A DISTANCE OF 2.94 FEET;  
THENCE NORTH 88°16'46" WEST, A DISTANCE OF 28.95 FEET;  
THENCE SOUTH 01°43'14" WEST, A DISTANCE OF 18.39 FEET;  
THENCE NORTH 01°43'14" EAST, A DISTANCE OF 18.39 FEET;  
THENCE SOUTH 88°16'46" EAST, A DISTANCE OF 28.95 FEET;  
THENCE SOUTH 01°43'28" WEST, A DISTANCE OF 22.27 FEET;  
THENCE NORTH 88°16'32" WEST, A DISTANCE OF 12.65 FEET;  
THENCE SOUTH 88°16'32" EAST, A DISTANCE OF 12.65 FEET;  
THENCE SOUTH 01°43'28" WEST, A DISTANCE OF 110.02 FEET;  
THENCE NORTH 88°16'32" WEST, A DISTANCE OF 18.06 FEET;  
THENCE SOUTH 88°16'32" EAST, A DISTANCE OF 18.06 FEET;  
THENCE SOUTH 01°43'28" WEST, A DISTANCE OF 11.46 FEET;  
THENCE NORTH 88°16'32" WEST, A DISTANCE OF 33.87 FEET;  
THENCE SOUTH 01°43'28" WEST, A DISTANCE OF 11.33 FEET;

THENCE NORTH 01°43'28" EAST, A DISTANCE OF 11.33 FEET;  
THENCE NORTH 88°16'32" WEST, A DISTANCE OF 20.55 FEET;  
THENCE SOUTH 88°16'32" EAST, A DISTANCE OF 54.42 FEET;  
THENCE SOUTH 01°43'28" WEST, A DISTANCE OF 44.10 FEET;  
THENCE SOUTH 88°19'23" EAST, A DISTANCE OF 52.14 FEET;  
THENCE SOUTH 01°40'37" WEST, A DISTANCE OF 17.36 FEET;  
THENCE NORTH 01°40'37" EAST, A DISTANCE OF 17.36 FEET;  
THENCE NORTH 88°19'23" WEST, A DISTANCE OF 52.14 FEET;  
THENCE SOUTH 01°43'28" WEST, A DISTANCE OF 13.77 FEET;  
THENCE SOUTH 88°16'32" EAST, A DISTANCE OF 13.67 FEET;  
THENCE NORTH 88°16'32" WEST, A DISTANCE OF 13.67 FEET;  
THENCE SOUTH 01°43'28" WEST, A DISTANCE OF 85.34 FEET;  
THENCE NORTH 88°16'32" WEST, A DISTANCE OF 39.34 FEET;  
THENCE SOUTH 01°43'28" WEST, A DISTANCE OF 15.82 FEET;  
THENCE NORTH 01°43'28" EAST, A DISTANCE OF 15.82 FEET;  
THENCE SOUTH 88°16'32" EAST, A DISTANCE OF 39.34 FEET;  
THENCE SOUTH 01°43'28" WEST, A DISTANCE OF 3.93 FEET;  
THENCE SOUTH 88°16'32" EAST, A DISTANCE OF 46.68 FEET;  
THENCE SOUTH 01°43'28" WEST, A DISTANCE OF 14.07 FEET;  
THENCE NORTH 01°43'28" EAST, A DISTANCE OF 14.07 FEET;  
THENCE NORTH 88°16'32" WEST, A DISTANCE OF 46.68 FEET;  
THENCE SOUTH 01°43'28" WEST, A DISTANCE OF 12.37 FEET;  
THENCE NORTH 88°16'32" WEST, A DISTANCE OF 12.99 FEET;  
THENCE SOUTH 88°16'32" EAST, A DISTANCE OF 12.99 FEET;  
THENCE SOUTH 01°43'28" WEST, A DISTANCE OF 11.89 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE NORTH 88°17'57" WEST, A DISTANCE OF 134.96 FEET TO THE EAST LINE OF LOT B, CITY PORT ORCHARD SHORT PLAT NO. PO-153, RECORDED IN VOLUME 24, PAGES 25 THROUGH 27 OF SHORT PLATS, UNDER AUSITOR'S FILE NO. 1157656;

THENCE SOUTH 02°03'35" WEST ALONG SAID EAST LINE THEREOF, A DISTANCE OF 133.81 FEET;  
THENCE NORTH 02°03'35" EAST, A DISTANCE OF 133.81 FEET;  
THENCE SOUTH 88°17'57" EAST, A DISTANCE OF 134.96 FEET TO AFORE MENTIONED POINT "A";  
THENCE SOUTH 01°43'28" WEST, A DISTANCE OF 23.82 FEET;  
THENCE SOUTH 88°16'32" EAST, A DISTANCE OF 42.52 FEET;  
THENCE NORTH 88°16'32" WEST, A DISTANCE OF 42.52 FEET;  
THENCE SOUTH 01°43'28" WEST, A DISTANCE OF 23.13 FEET;  
THENCE SOUTH 45°36'03" EAST, A DISTANCE OF 36.77 FEET;  
THENCE SOUTH 02°27'44" WEST, A DISTANCE OF 31.26 FEET;  
THENCE NORTH 02°27'44" EAST, A DISTANCE OF 31.26 FEET;  
THENCE SOUTH 45°36'03" EAST, A DISTANCE OF 12.67 FEET;  
THENCE NORTH 49°25'02" EAST, A DISTANCE OF 1.98 FEET;  
THENCE SOUTH 87°18'45" EAST, A DISTANCE OF 17.11 FEET;  
THENCE NORTH 87°18'45" WEST, A DISTANCE OF 17.11 FEET;  
THENCE SOUTH 49°25'02" WEST, A DISTANCE OF 1.98 FEET;  
THENCE SOUTH 45°36'03" EAST, A DISTANCE OF 2.34 FEET;  
THENCE SOUTH 02°04'59" WEST, A DISTANCE OF 13.72 FEET;  
THENCE SOUTH 87°55'01" EAST, A DISTANCE OF 20.35 FEET;  
THENCE NORTH 87°55'01" WEST, A DISTANCE OF 20.35 FEET;  
THENCE SOUTH 02°04'59" WEST, A DISTANCE OF 1.27 FEET;  
THENCE NORTH 87°55'01" WEST, A DISTANCE OF 39.15 FEET;  
THENCE SOUTH 87°55'01" EAST, A DISTANCE OF 39.15 FEET;  
THENCE SOUTH 02°04'59" WEST, A DISTANCE OF 198.08 FEET;  
THENCE SOUTH 87°55'01" EAST, A DISTANCE OF 13.39 FEET;  
THENCE NORTH 87°55'01" WEST, A DISTANCE OF 13.39 FEET;  
THENCE SOUTH 02°04'59" WEST, A DISTANCE OF 27.97 FEET;  
THENCE SOUTH 87°55'01" EAST, A DISTANCE OF 5.10 FEET;  
THENCE SOUTH 01°32'24" WEST, A DISTANCE OF 19.48 FEET;  
THENCE SOUTH 41°51'08" WEST, A DISTANCE OF 31.80 FEET;  
THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 15.70 FEET;  
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 15.70 FEET;  
THENCE NORTH 41°51'08" EAST, A DISTANCE OF 31.80 FEET;  
THENCE NORTH 01°32'24" EAST, A DISTANCE OF 19.48 FEET;

THENCE SOUTH 87°55'01" EAST, A DISTANCE OF 0.93 FEET;  
THENCE SOUTH 01°24'10" WEST, A DISTANCE OF 12.24 FEET;  
THENCE SOUTH 12°12'54" EAST, A DISTANCE OF 12.67 FEET;  
THENCE SOUTH 01°41'16" EAST, A DISTANCE OF 18.40 FEET;  
THENCE NORTH 01°41'16" WEST, A DISTANCE OF 18.40 FEET;  
THENCE NORTH 12°12'54" WEST, A DISTANCE OF 12.67 FEET;  
THENCE NORTH 01°24'10" EAST, A DISTANCE OF 12.24 FEET;  
THENCE SOUTH 87°55'01" EAST, A DISTANCE OF 11.78 FEET TO TERMINUS OF LINE.

IT IS THE INTENT OF THIS DESCRIPTION THAT SIDELINES SHALL EXTEND OR TRUNCATE  
AS NECESSARY TO INTERSECT AT BOUNDARY LINES AND INTERSECTIONS.

EXCEPT ANY PORTIONS LYING WITHIN ANY BUILDING FOUNDATIONS.

CONTAINING 0.481 ACRES, MORE OR LESS.

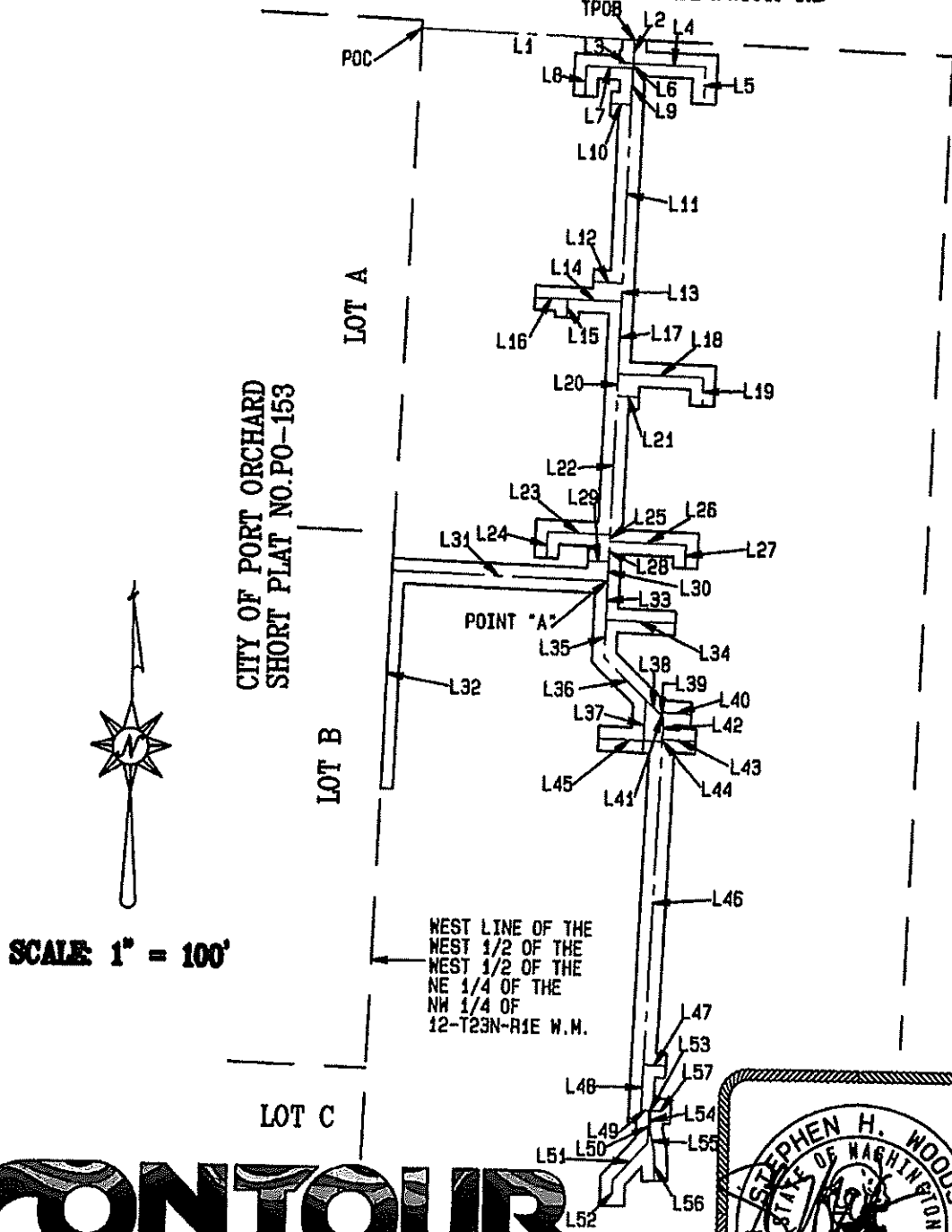


**CONTOUR**  
ENGINEERING • LLC

4706 97th Street Northwest, Suite 100, Gig Harbor, WA 98335. ph 253-857-5454. fax 253-509-0044

**EXHIBIT "B"**  
**15' PUBLIC WATER EASEMENT**

SOUTHEAST SEDGWICK RD



**CONTOUR**  
 ENGINEERING • LLC  
 CIVIL ENGINEERS ~ SURVEYORS ~ LAND PLANNERS  
 4706 97th Street NW, Suite 100, Gig Harbor, WA 98335  
 Phone: 253-857-5454 Fax: 253-509-0044 info@contourpllc.com





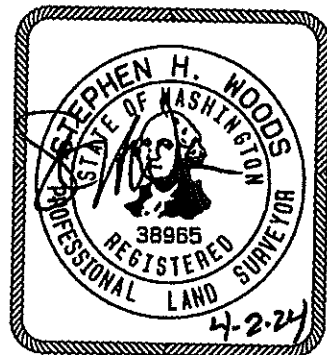
**EXHIBIT "B-1"**  
**15' PUBLIC WATER EASEMENT**

**LINE CHART**

LINE	BEARING	DISTANCE
L1	S88°04'46"E	133.01'
L2	S01°43'28"W	14.54'
L3	N88°16'13"W	8.89'
L4	S88°16'13"E	44.07'
L5	S01°43'47"W	22.68'
L6	S01°43'28"W	2.94'
L7	N88°16'46"W	28.95'
L8	S01°43'14"W	18.39'
L9	S01°43'28"W	22.27'
L10	N88°16'32"W	12.65'
L11	S01°43'28"W	110.02'
L12	N88°16'32"W	18.06'
L13	S01°43'28"W	11.46'
L14	N88°16'32"W	39.87'
L15	S01°43'28"W	11.33'
L16	N88°16'32"W	20.55'
L17	S01°43'28"W	44.10'
L18	S88°19'23"E	52.14'
L19	S01°40'37"W	17.36'
L20	S01°43'28"W	13.77'
L21	S88°16'32"E	13.67'
L22	S01°43'28"W	85.34'
L23	N88°16'32"W	39.34'
L24	S01°43'28"W	15.82'
L25	S01°43'28"W	3.93'
L26	S88°16'32"E	46.68'
L27	S01°43'28"W	14.07'
L28	S01°43'28"W	12.37'
L29	N88°16'32"W	12.99'
L30	S01°43'28"W	11.89'

LINE	BEARING	DISTANCE
L31	N88°17'57"W	134.96'
L32	S02°03'35"W	133.81'
L33	S01°43'28"W	23.82'
L34	S88°16'32"E	42.52'
L35	S01°43'28"W	23.13'
L36	S45°36'03"E	36.77'
L37	S02°27'44"W	31.26'
L38	S45°36'03"E	12.67'
L39	N49°25'02"E	1.98'
L40	S87°18'45"E	17.11'
L41	S45°36'03"E	2.34'
L42	S02°04'59"W	13.72'
L43	S87°55'01"E	20.35'
L44	S02°04'59"W	1.27'
L45	N87°55'01"W	39.15'
L46	S02°04'59"W	198.08'
L47	S87°55'01"E	13.39'
L48	S02°04'59"W	27.97'
L49	S87°55'01"E	5.10'
L50	S01°32'24"W	19.48'
L51	S41°51'08"W	31.80'
L52	S00°00'00"W	15.70'
L53	S87°55'01"E	0.93'
L54	S01°24'10"W	12.24'
L55	S12°12'54"E	12.67'
L56	S01°41'16"E	18.40'
L57	S87°55'01"E	11.78'

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**WEST SOUND UTILITY DISTRICT  
RESOLUTION 1149-24**

**A RESOLUTION OF THE  
WEST SOUND UTILITY DISTRICT BOARD OF COMMISSIONERS  
AUTHORIZING A CONTRACT WITH APS, INC. FOR ASPHALT  
MODIFICATIONS FOR STORMWATER PREVENTION**

**WHEREAS**, the SKWRF’s 2024 Capital Budget contains funding for Asphalt Modifications for Stormwater Prevention to address stormwater runoff; and

**WHEREAS**, the SKWRF’s 2024 Capital Budget contains sufficient funding for the needed work; and

**WHEREAS**, SKWRF staff made inquiries of contractors on the MRSC Small Works Roster to perform the necessary work; and

**WHEREAS**, quotes were received, and it was determined that APS, Inc. provided a quote which meets the needs of the SKWRF for the asphalt modifications needed; and

**WHEREAS**, the amount for this purchase is more than the \$20,000.00 contract 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 Board of Commissioners hereby approves the attached Minor Services Contract (Exhibit “B”) for the asphalt modifications work as quoted by APS, Inc. (Exhibit “A”) in the amount of \$22,700.00 plus WSST in the amount of \$2,111.10 for a total of \$24,811.10. The Board further authorizes the General Manager, on behalf of the District, to execute the Contract with APS, Inc.; and to approve amendments to the Contract or change orders in an amount not to exceed 15% of the Minor Services 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 regular Board meeting on May 1, 2024.

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

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Susan Way  
Chairperson

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James J. Hart  
Vice Chairperson

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Jerry Lundberg  
Secretary



Exhibit "A"

asphalt • concrete • grinding • trucking  
8812 CANYON ROAD EAST • PUYALLUP, WA 98371

PROPOSAL and CONTRACT

Telephone (253) 535-2590 • Fax (253) 535-2746 • www.asphaltpatchsystems.com

Attention <b>Marty</b>	Cell Phone <b>360-895-6926</b>	Email <b>mgrabill@wsud.us</b>
Contracting Party <b>West Sound Utility District</b>	Telephone <b>360-876-2545</b>	Date <b>4/24/2024</b>
Address	Job Name <b>Back Driveway</b>	
City, State, & Zip	Job Location <b>1165 Beach Rd E Port Orchard</b>	

We hereby submit specifications and estimates for:

**Asphalt**

Sawcut, excavate, haul, and dispose of 1,500 sq ft of asphalt  
Regrade subgrade using existing material and up to 20 tons of 5/8" minus recycled crushed rock as required  
Pave, compact, and seal edges of approx. 1,500 sq ft at a depth of 2.5 inches with commercial HMA  
Install approx. 18" of drain rock along flow side of pad for water drainage

**Remove and Replace 1,500 Square Feet of Asphalt \$19,570 plus applicable taxes**

**Catch Basins**

Decommission storm pipes by installing up to three expanding storm pipe plugs  
Remove frame and grates of all three catch basins and install a steel plate on top of catch basin to be abandoned.  
Fill catch basin with rock if desired  
Pave over the top of abandoned catch basins

**Decommission Three Catch Basins \$3,200 plus applicable taxes**

Engineering, permitting, layout, and landscape restoration to be completed by others unless otherwise specified. Excluding sales tax.

**NOT AN INVOICE (SEE INVOICE FOR PAYMENT TERMS)**

\*All prices are based on 2" depth, unless otherwise specified.

\*Job to be remeasured upon completion.

\*Prices subject to change upon remeasurement.

The contract price is only good for 30 days and is subject to renegotiation and change if construction does not begin within 30 days of the date of the construction agreement due to delays which are not the fault or responsibility of the contractor.

**ACCEPTANCE OF PROPOSAL:** I have read and understand the Terms and Conditions on the back of this Proposal and Contract, as well as the Notice to Customer. The prices, specifications, terms, and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified.

Kendrick Allan, Asphalt Patch Systems, Inc

Approved Customer Signature

Date of Approval

**READ NOTICE ON BACK.**

## TERMS & CONDITIONS

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**PAYMENT TERMS:** Payment terms are net 30 unless otherwise specified. A monthly finance charge of 1.5% shall be assessed on past due balances.

**DISPUTES AND REMEDIES:** If any dispute arises between the parties, the parties **will** make a good faith effort to first resolve the dispute without resort to litigation. As a condition precedent to any lawsuit the customer must present any claim in writing to the contractor and provide the contractor a reasonable opportunity to correct or complete the work. If a dispute cannot be resolved between the parties, then either party may file suit in an appropriate court of jurisdiction. If suit is filed in a Superior Court, the dispute will be decided according to the mandatory arbitration rules of the county in which the suit is filed, regardless of the amount in dispute, and each party expressly waives the dollar limits currently in effect according to the mandatory arbitration rules of the county in which suit is filed. The arbitrator shall have authority to determine the amount, validity and enforceability of a lien. The parties each waive their right to file any appeal for trial de novo in Superior Court and agree to accept the arbitrator's award as final and binding. In the event a dispute arises and either party seeks and receives legal counsel for which a fee is charged, the prevailing party should in all cases be awarded his or her reasonable attorneys' fees regardless of whether the dispute is resolved through settlement or arbitration.

**CORRECTION OF WORK:** Upon completion of job, the contractor and customer shall jointly inspect the work and a single list shall be prepared identifying all work to be completed or corrected. There shall be only one such written list of work identified to be incomplete or incorrect, and the list shall be signed by the customer and given to the contractor. The contractor shall then expeditiously complete all work stated on the punch list for which the contractor is responsible under the terms of this agreement. The customer shall not contract with any alternative contractor for the performance or completion of work within the scope of this agreement, nor shall the customer claim a credit or back charge for the cost of completing any item stated on the written punch list, nor shall the customer occupy or use the contractor's work until and unless the contractor shall have first given reasonable notice or opportunity to correct the work stated on the punch list referred to above. If the customer does contract with an alternate contractor to perform the pickup work or otherwise complete the project without first affording the above described opportunity to the contractor to do so, or if the customer commences to use or occupy the space or work in which the contractor performed work, the customer then agrees to accept all work "as is" and thereby waives any claim against the contractor under the terms of this agreement, including warranty claims. Upon the contractor's completion or correction of the work identified on the single written punch list, any retainage or amount withheld from final payment shall be paid within the next three days to the contractor.

**WARRANTY:** The contractor, Asphalt Patch Systems, Inc., warrants that all work will be performed in a commercially expeditious manner and that there will be no defects in workmanship and will be performed to industry standards. Products supplied by suppliers, manufacturers and subcontractors to the project are warranted only to the extent that the suppliers or manufacturers of those products provide a warranty. This warranty is for a period of 15 months from the date of the contract. Asphalt Patch Systems Inc. also warrants that it will perform all necessary labor to repair or replace all defective work at no cost to the customer, and will expeditiously act in good faith to secure replacement product under warranty of others, as stated above. ***This warranty excludes all other warranties available under Washington or federal laws, including any expressed or implied warranties of fitness, merchantability or habitability.*** It also excludes consequential damages for economic, property or personal injury loss. Asphalt Patch Systems Inc. will not warrant concrete or mortar cracks caused by normal expansion and contraction that does not substantially impair structural element. Any claim or cause of action arising out of the terms of this contract including the warranty must be filed in a court of competent jurisdiction within 4 months following the expiration of the warranty period. Any cause of action based upon a breach of contract or warranty which is not so filed within this period of time shall be waived. Furthermore, any warranty work performed by the contractor does not extend the warranty period any further than what was previously stated in terms of months or years from the date of contract. This warranty is void if a person or company other than the contractor performs or re-performs any work within the scope of the contract. This warranty is nontransferable.

**DISCLAIMERS:** Asphalt Patch Systems Inc. shall not be liable for the testing, handling, or disposal of contaminated or toxic materials unless it is addressed in the specifications. We can only assume that any materials to be hauled off site are clean unless directed otherwise. Asphalt Patch Systems Inc. shall not be liable for damage to any known or unknown underground or above ground facility except that which is directly attributable to negligence on the part of Asphalt Patch Systems Inc. Asphalt Patch Systems, Inc. cannot be responsible for subgrade failures. Soil sterilization, if included in the specifications, will be applied at rates specified by the manufacturer. Asphalt Patch Systems Inc. will not be responsible for any subsequent growth of weeds which have not reached maturity prior to application.

### NOTICE TO CUSTOMER

Asphalt Patch Systems Inc. is registered with the State of Washington, registration number ASPHAPS099BP, as a General Contractor and has posted with the state a bond in the amount of \$12,000.00 for the purpose of satisfying claims against the contractor for negligent or improper work or breach of contract in the conduct of the contractor's business. The expiration date of this contractor's registration is January 17th of each year. You may contact the Washington State Department of Labor and Industries (at 1-800-647-0982) to confirm that your contractor's registration has, in fact, been renewed. **THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.** This bond is not for your exclusive use because it covers all work performed by this contractor. The bond is intended to pay valid claims up to \$12,000.00 that you and other customers, suppliers, subcontractors, or taxing authorities may have. **FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.** You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your contract. **YOUR PROPERTY MAY BE LIENED.** If a supplier of materials used in your construction project or an employee or subcontractor of your contractor or subcontractors is not paid, your property may be liened to force payment and you could pay twice for the same work. **FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.** The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries.

**MINOR SERVICES CONTRACT**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **WEST SOUND UTILITY DISTRICT**, a Washington State municipal corporation (“District”), and **Asphalt Patch Systems, Inc.** (“Service Provider”).

Pursuant to its procedures, District has determined that Service Provider is able to perform the services hereinafter described at a reasonable price. The purpose of this Contract is to set forth the agreement of the parties in writing.

**NOW, THEREFORE**, in consideration of the terms and conditions contained in this Contract, the parties agree as follows:

**1. Services.** The Service Provider shall perform all services to a completed state, and furnish all reports, permits, tools, materials and equipment for the District regarding the scope of work described on the attached “EXHIBIT A”, which by this reference is incorporated herein and made a part hereof.

**2. Service Provider Compensation.** The Service Provider shall be compensated in the total sum of \$ **22,770.00** for its services, plus Washington State sales tax, if applicable, in the sum of \$**2,117.61**. Unless otherwise stated in EXHIBIT A, compensation shall be paid within thirty (30) days completion of the services in a good and satisfactory manner.

**3. Service Provider Work Standards.** The Service Provider shall perform its services in a good, safe, professional and timely fashion. All materials that may be used in its services shall be new and of a good or superior quality. The Service Provider shall be personally responsible for performance of all services and obligations placed upon it hereunder and shall not assign any of its obligations hereunder to any third party or entity.

**4. Service Provider Representative.** The person in charge of Service Provider’s services hereunder shall be \_\_\_\_\_. He/she shall make himself/herself available to the District’s General Manager or other designated District representative(s) at all reasonable times for consultation. The Service Provider’s representative shall provide his/her work and cell phone numbers to the District’s designated representative.

**5. Inspections.** Prior to commencing its services, the Service Provider shall meet with the District’s General Manager and/or any other District representatives assigned to this project as determined by the District’s General Manager, and these parties shall set forth an inspection or review schedule to be followed by the District in inspecting or reviewing the Service Provider’s services while it progresses or after its completion.

**6. Completion Deadline.** Service Provider’s services hereunder shall commence on or about the \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, and shall be completed by no later than the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**7. Service Provider Status as Independent Contractor.** During the term of this Contract, the Service Provider is and shall be at all times an independent contractor.

**8. Termination.** The District shall have the right to immediately terminate this Contract for public convenience or if the Service Provider violates any of the substantive terms of this Contract.

**9. Legal Action.** Should either the District or Service Provider commence legal action relating to the provisions of this Contract against the other, the party who substantially prevails shall be awarded judgment for all costs and legal fees incurred in the legal action from the party who substantially loses. Venue for any such action shall be in Kitsap County, Washington.

**10. Indemnification.** The Service Provider shall defend, indemnify and save the District and its officers, employees and representatives harmless from any and all claims, risks, losses, damages, demands, suits, judgments and attorneys' fees, or other expenses of every kind, on account of injury to or the death of any person(s), or on account of all property damage of every kind, or loss of use resulting therefrom, to any person or entity arising out of or in any manner connected with the services performed under this Contract by the Service Provider.

**11. Insurance.** The Service Provider shall obtain and keep in force during the term of this Contract, bodily injury, property damage, and vehicle insurance, all as approved by the District, which insurance shall provide coverage to the Service Provider and District for any harm caused by the Service Provider while performing its services hereunder.

**12. Prevailing Wages / Non-Discrimination.** The Service Provider shall pay all applicable prevailing wages and post all required notices regarding the same as required by Washington law. The Service Provider shall comply with Washington's non-discrimination laws in its hiring practices.

**13. Cooperation of Parties.** The parties shall strive at all times to cooperate with one another in good faith so the terms and intent of this Contract may be carried out in a good and timely manner.

**14. Complete Agreement.** This Agreement constitutes the full and complete agreement of the parties concerning the matters set forth herein. There are no other agreements, either in written or verbal form concerning the matters covered herein, that shall be provided with any legal effect. Any changes or amendments hereto shall be set forth in writing and signed by each party.

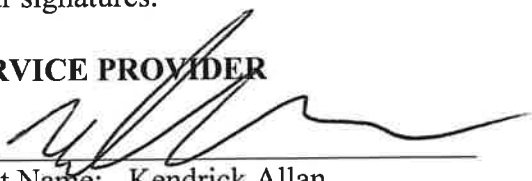
IN WITNESS WHEREOF, we have each set our hands hereto to evidence our respective consents hereto as of the date appearing by our signatures.

**WEST SOUND UTILITY DISTRICT**

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

Date: \_\_\_\_\_

**SERVICE PROVIDER**

by:   
Print Name: Kendrick Allan  
Its duly authorized representative for entry into this Contract.

Date: 4/25/2024

Address: 8812 Canyon Rd E  
Puyallup, WA 98371  
E-mail: kendrick@asphaltpatchsystems.com  
Phone: 253.535.2590