



CASTLE ROCK CITY COUNCIL AGENDA

Regular Meeting: Monday, December 12, 2022
7:30 PM

Location
Castle Rock Senior Center
222 Second Ave SW
Castle Rock, WA 98611

AGENDA

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1. CALL TO ORDER

- a. Pledge of Allegiance
- b. Roll Call
- c. Changes to Agenda

2. PROCLAMATIONS & PRESENTATIONS

3. CITIZEN COMMENTS - please limit to 3 minutes

4. DEPARTMENT REPORTS

- City Attorney Frank Randolph
- Police Chief Charlie Worley
- Public Works Director Dave Vorse
- City Engineer Tom Gower
- Clerk-Treasurer Carie Cuttonaro

5. COUNCIL AND AD HOC COMMITTEE REPORTS

- Mayor / Mayor Pro-Tempore / Councilmembers
- CRCDA Representative

6. PUBLIC HEARINGS

7. CONSENT AGENDA

- a. Approve the November 2022 invoices as described in the Fund Transaction Summary Report in the amount of \$485,620.93. (page 3-4)

8. OLD BUSINESS

9. NEW BUSINESS

- a. Request for Public Works to purchase 2007 Ford Expedition from the Police Department in the amount of \$3,500. Vehicle was approved for surplus on September 12, 2022.
- b. AC Management, 864 Walsh Ave NE, requests a utility adjustment for the August/September billing in the amount of \$656.12. Request meets ordinance provisions; staff recommends

approval. (page 5)

c. City of Castle Rock, Lions Pride Park Restrooms, 1400 Block Huntington Ave S, requests a utility adjustment for the October/November billing in the amount of \$390.08. Request meets ordinance provisions; staff recommends approval. (page 6)

d. Request to approve H.D. Fowler Company quote for materials for Exit 48 Water Main Project. Base Quote is \$495,804.10, Option A is \$49,984.34, Total Quote with Option A is \$545,788.44. (page 7-12)

10. OTHER BUSINESS

11. ADJOURNMENT

NEXT REGULAR COUNCIL MEETINGS:

<u>4Q22</u>	<u>1Q23</u>	<u>2Q23</u>	<u>3Q23</u>
October 10	January 09	April 10	July 10
October 24	January 23	April 24	July 24
November 14	February 13	May 08	August 14
November 28	February 27	May 22	August 28
December 12	March 13	June 12	September 11
Tuesday, December 27	March 27	June 26	September 25

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Title VI: The City of Castle Rock ensures compliance with Title VI of the Civil Rights Act of 1964 and American Disabilities Act of 1990 by prohibiting discrimination against any person on the basis of race, color, national origin, sex or disabilities in the provision of benefits and services from its federal assisted programs and activities. If you need special accommodations to participate in this meeting, please contact Carie Cuttonaro at 360.274.8181 by 9:00 a.m. three days prior to the meeting.

City Council may add and take action on other items not listed on this Agenda.

As of this date, 12/12/2022, the Council by a majority vote, does approve payment of the vouchers included in the Fund Transaction Summary Report, and further described as:

General Expenditures

<u>Transaction Type</u>	<u>Description</u>	<u>Amount</u>	<u>Payment Date</u>
Adjustment/EFT	EFT#957-11/2022	282.48	11/3/2022
Adjustment/EFT	EFT#958-11/2022	7,933.06	11/23/2022
Claims	Check 53804	18,058.49	11/15/2022
Claims	Check 53805 - 53806	256.03	11/18/2022
Claims	Check 53807	1,356.95	11/28/2022
Claims	Check 53808 - 53815	66,503.37	11/30/2022
Claims	Check 53816 - 53882	146,343.75	11/30/2022
		<u>240,734.13</u>	

Payroll Expenditures

<u>Transaction Type</u>	<u>Description</u>	<u>Amount</u>	<u>Payment Date</u>
Mid-Month Draw	Nacha # 813096	22,400.00	11/15/2022
Mid-Month Draw	Taxes	5,600.00	11/15/2022
EOM Payroll	Nacha # 825595	67,609.14	11/30/2022
EOM Payroll	Checks 26326 - 26339	57,012.79	11/30/2022
EOM Payroll	Taxes	28,485.76	11/30/2022
Accrued - Quarterly Payroll Tax		8,511.24	
		<u>189,618.93</u>	

TBD Expenditures

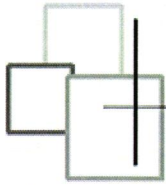
<u>Transaction Type</u>	<u>Description</u>	<u>Amount</u>	<u>Payment Date</u>
Adjustment/EFT		-	
Claims	Check 2060	55,047.87	11/30/2022
Claims	Check 2061	220.00	11/30/2022
		<u>55,267.87</u>	

	<u>Amount</u>	<u>Payment Date</u>
Grand Total Expenditures	485,620.93	11/1/2022 - 11/30/2022
Fund Transaction Summary Report	485,620.93	
Balance Check (s/b -0-)	-	

Lee Kessler, Audit Committee Member

Art Lee, Audit Committee Member

Ellen Rose, Audit Committee Member



Fund Transaction Summary

Transaction Type: Invoice

Fiscal: 2022 - Nov - December - City Council

System Types: Cash Management, Financials, Payroll, Resources, UB2, Utility Billing

Fund Number	Description	Amount
010	General Fund	\$127,235.52
100	Street Fund	\$8,392.15
115	Building Code Account Fund	\$2,236.39
120	Visitor Center Fund	\$412.81
130	Library Fund	\$693.04
145	Local Criminal Justice Fund	\$45,115.23
170	DOT Spoil Site Fund	\$10,520.62
320	Street Construction Capital Fund	\$2,237.89
400	Water/Sewer Operating Fund	\$160,135.12
410	Regional Water System Fund	\$32,316.11
420	Stormwater Management Fund	\$8,647.98
430	Regional Water Capital Improvement	\$35.88
435	Muni Water Capital Improvement	\$11,311.33
470	Muni Sewer Capital Imprv Reserve	\$18,201.99
475	Boat Launch Facility Fund	\$1,200.33
631	Utility Deposit Fund	\$290.47
632	Transportation Benefit District Fund	\$55,267.87
634	State Custodial Pass-Thru Fund	\$1,370.20
	Count: 18	\$485,620.93



CITY OF CASTLE ROCK
WATER UTILITY
ADJUSTMENT REQUEST FORM

ORDINANCE 2010-02

*Return Form and Supporting Documents to Castle Rock City Hall, Finance Office
141 'A' St SW or mail to: PO Box 370
Castle Rock, WA 98611

CUSTOMER NAME: AC management

CONTACT #: 760

SERVICE ADDRESS: 864 E 912 Leash Ave.

ACCT #: [REDACTED]

I am requesting a leak adjustment for my water service resulting from a malfunction and the leak has been repaired. I understand that no adjustments shall be made until the public works department verifies that the leak no longer exists. Adjustments are based on a 12-month average consumption and only the sewer billing amount will be adjusted for qualified leaks and this adjustment will be credited to the account for any amount billed over my average sewer use, for the applicable billing period. Leak adjustments shall be limited to only two adjustments per service, within a 12-month period. Subsequent requests for the same address will not be granted until I replace the plumbing and provide proof of the repair to the city.

City notified no.

I provided notification of this leak to the city on 9/28; date leak repaired: 10/2

The following is being provided as proof of the leak and also of the repair:

- ☐ Receipts for the repair costs
☐ Pictures of the break/leak and pictures of the repair
☐ Other: City staff had seen where water was puddling on neighboring property and that it has stopped. (Repaired)

Please describe in full; location of leak and steps taken to make the repair:

fitting burst in shed behind 912 house - Repaired fitting and it has been fine.

(You may continue on the back of the form if needed.)

Signed: Andy Dune

Date: 10/31/22

NO ADJUSTMENTS GIVEN FOR:

Leaky faucets, faulty plumbing fixtures, faucets or hose bibs left on, hot water heaters, faulty irrigation systems or water features (ponds, pools, fountains, etc.), neglected or failure to repair broken pipes, or leaks not repaired within thirty days of notification.

CITY USE ONLY: FINANCE STAFF SIGNATURE: Celina Hart

PWD REVIEW & APPROVAL TO ALLOW ADJUSTMENT PER ORDINANCE PROVISIONS: YES ☒ NO ☐ INITIAL: DV

LEAK VERIFIED BY: BA DATE: 9/7/2022

REPAIR VERIFIED BY: BA DATE: 11/28/2022

ADJUSTMENT AMOUNT: \$656.12

COMMENTS: Adj for August/Sept billing cycle

Received

ks
OCT 31 2022

Castle Rock
Finance

SCANNED

OCT 31 2022

Initial: CD

If leak charges are reflected over a multi-month period, the second month may be adjusted if concurrence is obtained from the Public Works Director.

AKESON/LEAK ADJUSTMENT REQUEST FORM (2018)



CITY OF CASTLE ROCK
WATER UTILITY
ADJUSTMENT REQUEST FORM

ORDINANCE 2010-02

*Return Form and Supporting Documents to Castle Rock City Hall, Finance Office
141 'A' St SW or mail to: PO Box 370
Castle Rock, WA 98611

CUSTOMER NAME: CoCR, Lions Pride Park Restrooms CONTACT #: 360. 274. 8181

SERVICE ADDRESS: 1400 blk Huntington Ave S ACCT #: [REDACTED]

I am requesting a leak adjustment for my water service resulting from a malfunction and the leak has been repaired. I understand that no adjustments shall be made until the public works department verifies that the leak no longer exists. Adjustments are based on a 12-month average consumption and only the sewer billing amount will be adjusted for qualified leaks and this adjustment will be credited to the account for any amount billed over my average sewer use, for the applicable billing period. Leak adjustments shall be limited to only two adjustments per service, within a 12-month period. Subsequent requests for the same address will not be granted until I replace the plumbing and provide proof of the repair to the city.

I provided notification of this leak to the city on 11/20/2022; date leak repaired: 11/21/2022
The following is being provided as proof of the leak and also of the repair:

- ☐ Receipts for the repair costs
☐ Pictures of the break/leak and pictures of the repair
☒ Other: _____

Please describe in full; location of leak and steps taken to make the repair:

Leak located at Ro water supply near Road. compression fitting
leaking where it meets pvc. Replaced with 1" dresser, new compression fitting
(You may continue on the back of the form if needed.)

Signed: Boice Ashburtz Date: 11-28-22

NO ADJUSTMENTS GIVEN FOR:

Leaky faucets, faulty plumbing fixtures, faucets or hose bibs left on, hot water heaters, faulty irrigation systems or water features (ponds, pools, fountains, etc.), neglected or failure to repair broken pipes, or leaks not repaired within thirty days of notification.

CITY USE ONLY:

FINANCE STAFF SIGNATURE: Cynthia Huet

PWD REVIEW & APPROVAL TO ALLOW ADJUSTMENT PER
ORDINANCE PROVISIONS: YES ☒ NO ☐ INITIAL: DV

LEAK VERIFIED BY: MS DATE: 11/20/2022

REPAIR VERIFIED BY: MS/BA DATE: 11/21/2022

ADJUSTMENT AMOUNT: 390.08

COMMENTS: PW noticed it over the weekend.

Received

NOV 28 2022

Castle Rock
Finance

If leak charges are reflected over a multi-month period, the second month may be adjusted if concurrence is obtained from the Public Works Director.

AKESON/LEAK ADJUSTMENT REQUEST FORM (2018)

SCANNED

DEC 07 2022

Chares



Olympia Branch
 8950 Tilley Rd SE
 TUMWATER, WA 98501
 (360) 459-7300 or (800) 927-5699

QUOTATION

Date: 12/02/22

Project: EXIT 48 WATERMAIN - CASTLE ROCK

Location: CASTLE ROCK

Engineer:

Owner/Agency:

Quote #: Q500016

Bid Date: 12/07/22

Estimator: Mark Wilmes

markw@hdfowler.com

TO CONTRACTORS:

Attached is the H. D. Fowler Company quotation for materials we are offering on the above-listed project. This quotation is based on our interpretation of the plans and specifications. To accurately bid any project, it is necessary for the contractor to perform his own item and quantity take-off. We also strongly suggest that the contractor confirm the material list before ordering. Please carefully review the Terms & Conditions of Sale which also accompany this bid.

All products quoted are furnished with the factory's standard shop coating, unless otherwise stated in our quote. The provisions for field startup and the technical service of a manufacturer's representative are not included, unless otherwise stated in our quote.

Prices quoted are based on quantities shown and are subject to revision if quantities ordered vary substantially.

Due to unstable market conditions, rising fuel and raw materials costs, HD Fowler Company requests that you carefully evaluate material costs and the duration of price protection we are able to offer and plan accordingly. We value your business and will do our best to communicate changes in market conditions while assisting you through this difficult situation. Due to current unstable price conditions, unless specifically stated otherwise, the prices in this proposal are subject to change and material will be invoiced at the prices in effect at the time of shipment.

Required drawings of any kind are not included in this proposal unless specifically stated as a line item.

FOB: Our Yard
 HDfCo nearest yard

Delivery: Stock-6 weeks. delivery is based on date of order
 all material is subject to prior sale

Payment Terms: Net 10th Prox.
 (subject to Credit approval)

Addenda Received for this project: 0



H.D. FOWLER COMPANY

Customer: BIDDING CONTRACTORS
Estimator: Mark Wilmes
Job Name: EXIT 48 WATERMAIN - CASTLE ROCK
Location: CASTLE ROCK

Quote #: Q500016
Bid Date: 12/7/2022

Line	Qty	UoM	Description	Unit Price	Extended Price
1					
BASE BID					
BID ITEMS #1 - #66					
2	8300	FT	12" CL235 DR18 C900 GASKETED PVC PIPE 20' LENGTH	45.83	380,389.00
3	1300	FT	4" CL235 DR18 C900 GASKETED PVC PIPE 20' LENGTH	6.47	8,411.00
4					
5	400	FT	1" CTS MUNICIPEX PIPE 100' ROLL AWWA 904 ASTM F876 & F877 REHAU	1.65	660.00
6	100	FT	2" SCH 80 IPS PVC PIPE 20' LENGTH	2.90	290.00
7					
8	40	FT	6" CL235 DR18 C900 GASKETED PVC PIPE 20' LENGTH	12.93	517.20
9	40	FT	8" CL235 DR18 C900 GASKETED PVC PIPE 20' LENGTH	22.85	914.00
10	80	FT	6" SDR35 3034 GASKETED PVC SEWER PIPE 20' LENGTH	6.13	490.40
11					
12	2	EA	4" MJ 11-1/4 ELBOW DI, AWWA C153, C/L LESS ACCESSORIES (20 LBS)	51.63	103.26
13	2	EA	4" MJ 90 ELBOW DI, AWWA C153, C/L LESS ACCESSORIES (26 LBS)	68.15	136.30
14	2	EA	4" MJ 45 ELBOW DI, AWWA C153, C/L LESS ACCESSORIES (22 LBS)	56.79	113.58
15	6	EA	4" DUCTILE IRON MJ X FLG GATE VALVE AWWA C515 RESILIENT SEAT, LESS MJ ACCESSORIES (75 LBS)	685.99	4,115.94
16	2	EA	4" FL TEE DI, AWWA C110, C/L (80 LBS)	228.73	457.46
17	3	EA	4" MJ X FL ADAPTER DI, AWWA C153, C/L LESS ACCESSORIES (24 LBS)	65.05	195.15
18	3	EA	4" MJ PLUG DI, SSB, AWWA C153, LESS ACCESSORIES (8 LBS)	32.01	96.03
19					
20	3	EA	6" DUCTILE IRON MJ X FLG GATE VALVE AWWA C515 RESILIENT SEAT, LESS MJ ACCESSORIES (111 LBS)	916.90	2,750.70
21	2	EA	6" MJ PLUG DI, SSB, AWWA C153, LESS ACCESSORIES (18 LBS)	59.89	119.78
22					
23	2	EA	8" DUCTILE IRON MJ X FLG GATE VALVE AWWA C515 RESILIENT SEAT, LESS MJ ACCESSORIES (180 LBS)	1,432.77	2,865.54
24	1	EA	8" MJ PLUG DI, SSB, AWWA C153, LESS ACCESSORIES (26 LBS)	88.29	88.29
25	1	EA	8" MJ SLEEVE LONG PATTERN DI, AWWA C153, LESS ACCESSORIES (53 LBS)	162.64	162.64
26					
27	2	EA	12" MJ 11-1/4 ELBOW DI, AWWA C153, C/L LESS ACCESSORIES (79 LBS)	232.86	465.72
28	1	EA	12" MJ 22-1/2 ELBOW DI, AWWA C153, C/L LESS ACCESSORIES (90 LBS)	248.35	248.35
29	2	EA	12" FL TEE DI, AWWA C110, C/L (408 LBS)	1,043.46	2,086.92
30	2	EA	12" MJ X FL TEE DI, AWWA C153, C/L LESS ACCESSORIES (198 LBS)	677.91	1,355.82
31	2	EA	12" X 8" MJ X FL TEE DI, AWWA C153, C/L LESS ACCESSORIES (126 LBS)	472.93	945.86

Line	Qty	UoM	Description	Unit Price	Extended Price
32	3	EA	12" X 6" MJ X FL TEE DI, AWWA C153, C/L LESS ACCESSORIES (133 LBS)	425.96	1,277.88
33	1	EA	12" X 4" FL TEE DI, AWWA C110, C/L (322 LBS)	857.07	857.07
34	1	EA	12" X 4" MJ X FL TEE DI, AWWA C153, C/L LESS ACCESSORIES (117 LBS)	403.75	403.75
35	7	EA	12" DUCTILE IRON MJ X FLG GATE VALVE AWWA C515 RESILIENT SEAT, LESS MJ ACCESSORIES (398 LBS)	2,749.47	19,246.29
36	1	EA	12" DUCTILE IRON FL X FL GATE VALVE AWWA C515 NRS, RESILIENT SEAT WITH 2" OP-NUT	2,855.10	2,855.10
37	5	EA	12" MJ X FL ADAPTER DI, AWWA C153, C/L LESS ACCESSORIES (80 LBS)	297.91	1,489.55
38	3	EA	12" MJ PLUG DI, SSB, AWWA C153, LESS ACCESSORIES (46 LBS)	151.79	455.37
39					
40	1	EA	12" X 10" MJ BXB REDUCER DI, AWWA C153, C/L LESS ACCESSORIES (78 LBS)	180.71	180.71
41	1	EA	10" MJ X MJ ADAPTER (ADAPTER & ACCESSORY PACK)	211.77	211.77
42					
43	1	EA	4'0" BURY, 6" MJ BASE WATEROUS PACER WB67-250 FIRE HYDRANT, 5-1/4" MVO, 10" TRAFFIC SECTION, 4.5" NST PN, 1-1/2" PONOL, YELLOW, LESS MJ ACC, ULFM	2,999.00	2,999.00
44	120	FT	3/4" PLATED ALL THREAD A36 ROD 10 FT LENGTH IMPORT	4.92	590.40
45	12	EA	3/4" STAR BOLT 4-1/2" LONG	16.10	193.20
46	24	EA	3/4" PLATED NUT, A307 GRADE A, IMPORT	0.43	10.32
47	24	EA	3/4" PLATED WASHER, USS, A307 GRADE A, IMPORT	0.43	10.32
48					
49	18	EA	18" VALVE BOX TOP 910 SLIP TYPE	52.94	952.92
50	18	EA	LID FOR 910 VALVE BOX MARKED "WATER"	18.82	338.76
51					
52	8	RL	12 GA BLUE WIRE 500' ROLL	132.84	1,062.72
53	4	EA	3" DETECTABLE TAPE WATER BLUE 1000' ROLL	54.84	219.36
54					
55	10	EA	11" X 18" X 12" HDPE METER BOX W/WHITE INTERIOR RAVEN	64.24	642.40
56	10	EA	11" X 18" METER BOX DI COVER SOLID RAVEN	81.36	813.60
57					
58	10	EA	FB1100-4Q-NL 1" MIP X CTS QUICK JOINT BALLCORP CORP STOP NO-LEAD FORD	78.31	783.10
59	10	EA	BA43-444WQ 1" CTS QUICK JOINT X METER SWIVEL NUT ANGLE BALL METER VALVE W/PADLOCK WINGS NO-LEAD FORD	140.18	1,401.80
60	10	EA	3/4" X 1" METER BUSHING FORD A34R-NL NO LEAD	14.00	140.00
61					
62	7	EA	4.80 X 1" IP 202 SADDLE BODY ONLY 4.50 - 4.80 ROMAC	45.19	316.33
63	14	EA	5.40 S S STRAP WITH NUTS FOR SADDLE RANGE 4.50 - 4.80 - 5.40 ROMAC	30.23	423.22
64	2	EA	13.20 X 1" IP 202 SADDLE BODY ONLY 12.00 - 13.20 ROMAC	84.73	169.46
65	4	EA	13.20 S S STRAP WITH NUTS FOR SADDLE RANGE 12.00 - 13.20 ROMAC	58.53	234.12
66					
67	2	EA	4" MJ CAP TAPPED DI, 2" IP, SSB, AWWA C153, LESS ACCESSORIES (10 LBS)	53.18	106.36
68	1	EA	8" MJ CAP TAPPED DI, 2" IP, SSB, AWWA C153, LESS ACCESSORIES (25 LBS)	101.20	101.20
69	2	EA	12" MJ CAP TAPPED DI, 2" IP, SSB, AWWA C153, LESS ACCESSORIES (44 LBS)	166.25	332.50
70	5	EA	2" GATE VALVE AWWA C509 RESILIENT SEAT NRS THREADED END CONNECTIONS	438.49	2,192.45

Line	Qty	UoM	Description	Unit Price	Extended Price
71	5	EA	2" X 8" SCH 40 BRASS NIPPLE IMPORT	33.93	169.65
72	4	EA	2" SCH 80 PVC 90 ELBOW SXS	7.62	30.48
73	5	EA	2" SCH 80 PVC MALE ADAPTER SXT	20.96	104.80
74					
75	4	EA	GRANULAR CHLORINE (HTH), 5 LB JUG *HAZARDOUS MATERIAL	34.42	137.68
76	2	EA	P70 PURPLE PRIMER QUART WELD ON	38.20	76.40
77	2	EA	721 BLUE CEMENT QUART WELD ON	40.41	80.82
78					
79	27	EA	4" TUFGRIP MJ WEDGE RESTRAINT SERIES 2000 FOR PVC WITH ACCESSORIES TYLER	46.68	1,260.36
80	8	EA	6" TUFGRIP MJ WEDGE RESTRAINT SERIES 2000 FOR PVC WITH ACCESSORIES TYLER	58.44	467.52
81	7	EA	8" TUFGRIP MJ WEDGE RESTRAINT SERIES 2000 FOR PVC WITH ACCESSORIES TYLER	78.84	551.88
82	36	EA	12" TUFGRIP MJ WEDGE RESTRAINT SERIES 2000 FOR PVC WITH ACCESSORIES TYLER	144.07	5,186.52
83					
84	15	EA	4" PLATED BOLT & NUT KIT, A307 GRADE A, (8EA 5/8" X 3" BOLT WITH NUT) IMPORT	11.50	172.50
85	15	EA	4" 1/8" FULL FACE RED RUBBER GASKET, 150#	3.07	46.05
86	4	EA	6" PLATED BOLT & NUT KIT, A307 GRADE A, (8EA 3/4" X 3-1/4" BOLT WITH NUT) IMPORT	18.00	72.00
87	4	EA	6" 1/8" FULL FACE RED RUBBER, GASKET, 150#	4.70	18.80
88	3	EA	8" PLATED BOLT & NUT KIT, A307 GRADE A, (8EA 3/4" X 3-1/2" BOLT WITH NUT) IMPORT	19.00	57.00
89	3	EA	8" 1/8" FULL FACE RED RUBBER GASKET, 150#	5.76	17.28
90	1	EA	10" PLATED BOLT & NUT KIT, A307 GRADE A, (12EA 7/8" X 3-3/4" BOLTS WITH NUTS) IMPORT	48.50	48.50
91	1	EA	10" 1/8" FULL FACE RED RUBBER GASKET, 150#	8.13	8.13
92	24	EA	12" PLATED BOLT & NUT KIT, A307 GRADE A, (12EA 7/8" X 3-3/4" BOLT WITH NUT) IMPORT	48.50	1,164.00
93	24	EA	12" 1/8" FULL FACE RED RUBBER GASKET, 150#	11.15	267.60
94	8	EA	PIPE LUBE QUART		Included
95					
96					

Section Subtotal:

458,927.94

BASE BID

FREIGHT AND SALES TAX

97	2		HD FOWLER FLAT BED DELIVERY CHARGE FOR FITTINGS, VAVLES, SERVICE PARTS	75.00	150.00
98					
99	1		CITY OF CASTLE ROCK SALES TAX @ 8.0%	36,726.16	36,726.16

Section Subtotal:

36,876.16

Approximate Total Base Quote

495,804.10

OPTION A

LINES 1A-3A

Line	Qty	UoM	Description	Unit Price	Extended Price
2	960	FT	12" CL235 DR18 C900 GASKETED PVC PIPE 20' LENGTH	45.83	43,996.80
3					
4	100	FT	8" CL235 DR18 C900 GASKETED PVC PIPE 20' LENGTH	22.85	2,285.00
5					
6	4	EA	PIPE LUBE QUART		Included
7					
			Section Subtotal:		46,281.80
			<u>OPTION A</u>		
			<u>FREIGHT AND TAX</u>		
8	1		FACTORY FREIGHT		Included
9	1		CITY OF CASTLE ROCK SALES TAX @ 8.0%	3,702.54	3,702.54
			Section Subtotal:		3,702.54
			Approximate Total Option A Quote		49,984.34
			 BASE BID AND OPTION A QUOTE TOTAL		 \$545,788.44

H. D. Fowler Co., Inc. TERMS AND CONDITIONS OF SALE

1. AGREEMENT; ACCEPTANCE.

This document (Agreement) contains all of the terms and conditions with respect to the sale and purchase of the material ordered by Purchaser and sold by H. D. Fowler Co., Inc. (Fowler). This Agreement constitutes the entire agreement between Fowler and Purchaser; it will not be amended, altered, or changed except by a written agreement signed by both parties. Purchasers acceptance of the material shall conclusively evidence Purchasers acceptance of these terms and conditions.

2. SHIPPING AND DELIVERY.

Shipment or delivery dates are estimates only. Fowler will not be liable for any failure or delay in making shipment or delivery caused by any contingency beyond Fowlers control, or the control of Fowlers vendors, with whom Fowler has contracted to cover this offer to sell materials to Purchaser. Such contingencies include but are not limited to: labor conditions, material shortages, carrier delays, acts of God, fire, weather, accidents, embargoes, war, insurrection, riots, government regulations, pandemics, or other causes beyond the control of Fowler and its vendors. Any time periods for Fowlers performance under this Agreement shall be extended accordingly. When materials are sold freight on board (FOB) shipping point or FOB shipping point freight allowed, Fowlers responsibility for loss or damage in transit terminates upon acceptance of material by the carrier. When sold FOB destination, Fowlers responsibility for loss or damage terminates upon tender of delivery by the carrier. Upon receipt of shipments, or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided, Purchasers waiver of immunity by the provisions of this paragraph extends only to claims against Purchaser by Fowler, and does not include, or extend to, any claims by Purchasers employees directly against Purchaser. Subject to Purchasers duty to defend Fowler, if applicable, Fowlers right to recovery of its defense costs shall include all fees (of attorneys and experts), costs, and expenses. In addition, Fowler shall be entitled to recover compensation for all of its in-house expenses (including materials and labor) consumed in its defense. Fowler shall have no responsibility for incorrect materials after installation of such items.

3. RETURNS.

Except as otherwise provided herein, material may not be returned without Fowlers prior written consent, in its sole discretion. If a return is approved by Fowler, standard items normally carried in Fowlers stock, returned in a new condition, will be credited less fifteen percent (15%) to cover handling costs. Special items manufactured to order may not be returned. All returned material must be shipped freight prepaid and the risk of loss will remain with the Purchaser until Fowler receives the materials.

4. TAXES.

Purchaser shall be responsible for the payment of all federal, state, provincial, county, local, or government taxes, including but not limited to, sales tax, use tax, value added tax, goods and services tax, or other excise tax that may be applied on the material (Taxes), and shall defend, indemnify and hold Fowler harmless from those Taxes. Fowler shall be responsible for any tax based solely upon its net income. Purchaser may supply Fowler with a valid Resale Certificate or other form certifying an exemption from the payment of Taxes from the taxing authority having proper jurisdiction over the order.

5. PAYMENT TERMS.

Fowler will submit invoices to Purchaser upon the shipment of materials. Invoices shall be paid by Purchaser on or before the tenth (10th) day of the following month. Late payments shall accrue interest at the rate of one percent (1%) per month until paid, commencing on the first (1st) day of the month after the month in which payment was due. Prices are based on current published freight rates and are subject to adjustment if freight rates are increased. Prices include domestic packing for commercial truck shipment only. Fowlers offer herein is subject to approval by Fowlers Credit Department after Purchasers acceptance.

If Purchaser fails to comply with terms of payment or sale, or if Purchasers financial responsibility becomes impaired or unsatisfactory to Fowler, Fowler reserves the right to withhold further deliveries on partially filled orders and to require payment in advance or satisfactory security or guarantee that invoices will be paid when due. Purchaser agrees to accept and pay for partial shipments.

6. LIMITED WARRANTY; LIMITATION OF LIABILITY.

The materials supplied hereunder are subject to the relevant third-party manufacturers warranties, which shall pass to Purchaser to the extent assignable. When provided reasonable notice, Fowler agrees to use commercially reasonable efforts to assist Purchaser with pursuing remedies under the manufacturers warranties for up to one (1) year from the date of sale, provided that Fowler shall not be required to incur any expenses. FOWLER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FOWLER SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR THE DESIGN OF THE PROJECT IN WHICH THE MATERIALS WILL BE INSTALLED. FOWLER SHALL NOT BE REQUIRED TO HOLD THE MATERIALS FREE OF THE CLAIM OF ANY THIRD PERSON BY WAY OF PATENT OR TRADEMARK INFRINGEMENT, PROVIDED THAT THE FOREGOING SHALL NOT BE DEEMED TO AFFECT ANY REMEDIES AVAILABLE TO PURCHASER UNDER APPLICABLE THIRD-PARTY MANUFACTURERS WARRANTIES.

IN NO EVENT SHALL FOWLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER DAMAGES AND/OR LOSS OF PROFITS BASED ON PRODUCT LIABILITY, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE. FOWLERS TOTAL LIABILITY FOR ANY AND ALL LOSSES, DAMAGES, LIABILITIES, AND/OR INDEMNITIES ARISING UNDER OR RELATING TO THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, SHALL BE LIMITED TO THE PURCHASE PRICE PAID TO FOWLER FOR THE APPLICABLE MATERIALS THAT ARE THE SUBJECT OF THE CLAIM.

7. INDEMNIFICATION.

Purchaser agrees to defend, indemnify, and hold Fowler harmless from any and all claims, demands, losses, and liabilities to or by third parties arising from, resulting from, or connected with the material to be finished under this Agreement, even though such claims may prove to be false, groundless, or fraudulent, to the fullest extent permitted by law and subject to the limitations provided below. Purchasers duty to indemnify Fowler shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by, or resulting from, the sole negligence of Fowler. Purchasers duty to indemnify Fowler for liability for damages arising out of bodily injury to persons or damage to property caused by, or resulting from, the concurrent negligence of Fowler and Purchaser, shall apply only to the extent of negligence of Purchaser. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided, Purchasers waiver of immunity by the provisions of this paragraph extends only to claims against Purchaser by Fowler, and does not include, or extend to, any claims by Purchasers employees directly against Purchaser. Subject to Purchasers duty to defend Fowler, if applicable, Fowlers right to recovery of its defense costs shall include all fees (of attorneys and experts), costs, and expenses. In addition, Fowler shall be entitled to recover compensation for all of its in-house expenses (including materials and labor) consumed in its defense.

8. TERM AND TERMINATION.

The terms within this Agreement shall survive the completion, suspension or termination of this Agreement and the exchange of material governed under this Agreement.

9. Successors and Assigns.

Fowlers successors and assigns shall be entitled to assume the liabilities and obligations, and succeed to the rights and interests, of Fowler under this Agreement at any time and without limitation. This Agreement may not be assigned by Purchaser without Fowlers prior written consent, in Fowlers sole discretion.

10. MEDIATION AND BINDING DISPUTE RESOLUTION.

In the event of any dispute relating to this Agreement, the parties agree to enter into mediation under the Construction Industry Rules of the American Arbitration Association. The costs of the mediator shall be paid equally. The parties agree that mediation shall occur in Seattle, Washington. In the event mediation fails to resolve the dispute, the parties agree to submit any and all disputes to binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The parties agree that arbitration shall occur in Seattle, Washington. In any arbitration proceeding between Fowler and Purchaser, the prevailing party shall be awarded its reasonable attorneys fees and costs. The parties shall mutually agree upon the mediator or arbitrator, as applicable, to be used for the dispute resolution procedures set forth above. If the parties do not mutually agree to a mediator or arbitrator, either party may apply to the King County Superior Court, requesting the appo, or benefits payable to or for any

11. APPLICABLE LAW.

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington without giving effect to principles regarding conflict of laws.

12. Delays or Omissions.

No delay or omission to exercise any right, power, or remedy accruing to either party upon any breach or default of the other party hereto shall impair any such right, power, or remedy of such non-defaulting party, nor shall it be construed to be a waiver of any such breach or default or an acquiescence therein, or of any similar breach or default thereafter occurring. A waiver of a breach or default by a party shall not be deemed to be a waiver of any other breach or default.

13. SEVERABILITY.

In the event any provision herein should be held unenforceable, such provision shall be deemed to be amended so that it will be enforceable to the fullest extent permitted by law, and all remaining provisions shall continue in full force without being affected, impaired, or invalidated thereby in any way.

14. Rules of Construction.

The parties acknowledge that they have been represented by, or had an opportunity to consult with, competent counsel with respect to this Agreement and therefore waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement will be construed against the party drafting such agreement.

15. Effect of Headings.

The section headings herein are for convenience only and shall not affect the construction or interpretation of this Agreement.