

**Agenda Item No.:** 5.2  
**Agenda Date:** 04/03/2024  
**Reviewed By:** PH

**SUBJECT:** Resolution approving the procurement of Ductile Iron Pipe from Ferguson Enterprises utilizing the Washington State DES Master Contract Purchasing Program.

CATEGORY		FINANCIAL		
<i>Executive</i>	<input type="checkbox"/>	<i>Expenditures?</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/> N/A <input type="checkbox"/>
<i>Administrative</i>	<input type="checkbox"/>	<i>Budgeted?</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/> N/A <input type="checkbox"/>
<i>Engineering/Operations</i>	<input checked="" type="checkbox"/>	<i>Amount:</i>	\$ <u>57,232.00</u> Excluding Sales Tax	

**ATTACHMENTS:**

1. Resolution 24-4-3B

**COMMENTS:**

The District estimates the need of approximately 1,400 linear feet of 8" Ductile Iron Pipe for 2024 main replacement projects and routine operation and maintenance of its distribution system. Staff is seeking authorization to purchase the pipe as detailed in Exhibit B, utilizing DES Master Contract 01118, for the price of \$57,232.00, excluding sales tax.

Staff recommends approval of Resolution 24-4-3B.

**HIGHLINE WATER DISTRICT  
King County, Washington**

**RESOLUTION 24-4-3A**

**RESOLUTION APPROVING THE PROCUREMENT OF DUCTILE IRON PIPE FROM FERGUSON ENTERPRISES UTILIZING THE WASHINGTON STATE DES MASTER CONTRACT PURCHASING PROGRAM.**

**WHEREAS**, Highline Water District ("District") is a water-sewer special purpose district existing pursuant to Title 57 Revised Code of Washington, owning and operating a water system within its corporate and service area boundaries in King County, Washington for the benefit of its customers;

**WHEREAS**, the District is authorized by RCW 57.08.050 to purchase equipment, supplies, and materials in accordance with specified procedures, including utilizing state purchasing rosters established under RCW 57.08.050(4);

**WHEREAS**, RCW 39.34.030 authorizes joint and cooperative exercises of shared powers, privileges, and authority among public agencies;

**WHEREAS**, the District executed a MASTER CONTRACT USAGE AGREEMENT on June 13, 2013 (Exhibit A), granting it cooperative purchasing authority through Washington State DES Master Contracts;

**WHEREAS**, the state has contracted with Ferguson Enterprises for the procurement of AMERICAN DUCTILE IRON PIPE under DES Master Contract 01118- Plumbing Fixtures and Supplies;

**WHEREAS**, the District requires approximately 1,400 linear feet of 8" Ductile Iron Pipe for 2024 main replacement projects and routine operation and maintenance of its distribution system;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Highline Water District, King County, Washington as follows:

The General Manager or designee is hereby authorized to purchase 1,400 linear feet of 8" AMERICAN DUCTILE IRON PIPE, as detailed in Exhibit B, for use in main replacement projects and operation and maintenance of the distribution system, utilizing DES Master Contract 01118, for the price of \$57,232.00, excluding sales tax.

# HIGHLINE WATER DISTRICT King County, Washington

## RESOLUTION 24-4-3A

**ADOPTED** by the Board of Commissioners of Highline Water District, King County, Washington, at a regular open public meeting thereof held on the **3rd** day of **April, 2024**.

### BOARD OF COMMISSIONERS

DocuSigned by:  
*Kathleen Quong-Vermeire*  
36FC432C455641D  
**Kathleen Quong-Vermeire, President**  
DocuSigned by:  
*Polly Daigle*  
7D0B85D74807ED  
**Polly Daigle, Commissioner**  
DocuSigned by:  
*Daniel Johnson*  
8E7B4CD7985F4C7  
**Daniel Johnson, Commissioner**

DocuSigned by:  
*Vince Koester*  
382D4C89A38F424  
**Vince Koester, Secretary**  
DocuSigned by:  
*Todd Fultz*  
8748C32DF2E44BD  
**Todd Fultz, Commissioner**

## EXHIBIT A

Agreement Number: K190  
 DES Use Only

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**MASTER CONTRACT USAGE AGREEMENT**


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This Master Contract Usage Agreement (the "Agreement") is made pursuant to Chapter 39.34 of the Revised Code of Washington, and other applicable laws, by and between the state of Washington (the "State"), acting by and through the Department of Enterprise Services ("DES"), an agency of the State, and Highline Water District,  
*Entity Name*

a state agency, or local or federal agency or entity, or public benefit nonprofit corporation, or any tribe located in the State ("Buyer").

1. **Purpose:** The purpose of the Agreement is to establish the terms and conditions for when Buyer purchases or acquires goods and services for its direct use under contracts entered into by DES that permit such use ("Master Contracts").
2. **Duration:** This Agreement will become effective on date of execution, and will continue in full force and effect until thirty (30) days following receipt of written notice from either party cancelling this Agreement.
3. **Agreement Contact Information:** Contact person to whom contract documents and related communications are to be mailed or faxed.

Organization Name:	Highline Water District		
Tax Identification Number:	91-6001902		
Unified Business Identifier <i>Required for Non-Profit:</i>	578-006-522		
Contact Name:	Debbie Prior		
Title:	Administrative Manager		
Address:	23828 30th Ave S		
City:	Kent	State:	WA
		Zip:	98032
Phone Number:	206-592-8906		
Email Address:	dprior@highlinewater.org		

4. **Cancellation of Agreement:** This agreement can be terminated by either party upon 30 days written notice provided to DES at:  
 Email to: [mcua@des.wa.gov](mailto:mcua@des.wa.gov) OR Mail to: WA Dept of Enterprise Services  
 MCUA, Attn: Kris Gorgas  
 P.O. Box 41409  
 Olympia, WA 98504-1409
5. **Financial Responsibility:** Buyer will deal directly with the Master Contract contractor, supplier, or service supplier ("Contractor") for any purchases Buyer makes pursuant to this Agreement and under a Master Contract. DES does not accept any responsibility, financial or otherwise, for any purchase Buyer makes under a Master Contract.

Agreement Number: K1901  
*DES Use Only*

- 6. **Compliance with Other Laws:** Each of the parties will comply with all applicable federal, state, and local laws and regulations governing its own purchases.
- 7. **Master Contract Audits:** Buyer agrees to cooperate with DES, the Office of the State Auditor, federal officials, or any third party authorized by law, rule, regulation or contract, in any audit conducted by such party related to any Master Contract(s) that Buyer has made purchases from pursuant to this Agreement, including providing records related to any purchase from a Master Contract. In addition, Buyer agrees to provide, upon request from DES, documentation to confirm its eligibility to use Master Contracts.
- 8. **Dispute Resolution:** If there are any disputes between Buyer and a Contractor, Buyer agrees to (a) provide DES written notice of the nature of the dispute; and (b) unless otherwise provided in the Master Contract or as set forth below, work in good faith with the Contractor to resolve the dispute without the involvement of DES. DES may, upon request, review and assist in the resolution of a dispute, and if DES chooses to do so, the Buyer will cooperate with DES in that resolution process.  
  
In its sole discretion, DES may, but is not obligated to, upon written notice to Buyer, resolve disputes with a Contractor on behalf of Buyer and all other state, local, and federal agencies, local governments, and public benefit nonprofit corporations with similar or related disputes with such Contractor.
- 9. **No Separate Entity:** No separate legal or administrative entity is intended to be created by, or for the administration of, this Agreement.
- 10. **Hold Harmless:** Each party agrees to defend, indemnify, and hold the other party harmless from any claim arising from such party's sole negligent, reckless, or willful misconduct.
- 11. **Entire Agreement:** This Agreement sets forth the entire agreement between the parties, and supersedes any other prior written agreements between the parties, with respect to the subject matter hereof.

IN WITNESS WHEREOF the parties having read this Agreement, agree to it in each and every particular, and have executed it below.

APPROVED

APPROVED

WASHINGTON STATE  
DEPARTMENT OF ENTERPRISE SERVICES

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Entity Name

*Roselyn Marcus*

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Signature

Roselyn Marcus, Assistant Director

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Name/Title

07/12/2013

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Date

Highline Water District

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Entity Name

*Matt Everett*

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Signature

Matt Everett, General Manager

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Name/Title

June 13, 2013

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Date



FEL - TACOMA WW #3156  
2042 SOUTH 112TH ST  
TACOMA, WA 98444-0000

Phone: 253-538-8275  
Fax: 253-531-9909

Deliver To: Alan Metz  
From: Todd Vaughn  
Comments:

10:20:49 MAR 29 2024

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## FERGUSON WATERWORKS #3156

Price Quotation  
Phone: 253-538-8275  
Fax: 253-531-9909

Bid No: B012094  
Bid Date: 03/04/24  
Quoted By: TJV

Cust Phone: 206-824-0375  
Terms: NET 10TH PROX

Customer: HIGHLINE WATER DIST  
23828 30TH AVE S  
KENT, WA 98032

Ship To: HIGHLINE WATER DIST SHOP  
23828 30TH AVE S  
KENT, WA 98032

Cust PO#: DIP QUOTE

Job Name: DIP QUOTE

Item	Description	Quantity	Net Price	UM	Total
	NOTE: PRODUCT BELOW IS LISTED UNDER WASHINGTON STATE CONTRACT 01118 - PLUMBING FIXTURES AND SUPPLIES				
	LIST PRICE: \$129.40 DISCOUNT - 68.5%				
AFT52PDX	8 CL52 DCL DI FASTITE PIPE THIS IS ONE FULL TRUCKLOAD QUANTITY	1260	40.880	FT	51508.80
AFT52PDX	8 CL52 DCL DI FASTITE PIPE BALANCE DELIVERED OUT OF FERGUSON TACOMA STOCK	140	40.880	FT	5723.20
			<b>Net Total:</b>		\$57232.00
			<b>Tax:</b>		\$5780.43
			<b>Freight:</b>		\$0.00
			<b>Total:</b>		\$63012.43



## HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to  
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=3156&on=1319>



FERGUSON WATERWORKS #3156  
Price Quotation

Fax: 253-531-9909

10:20:49 MAR 29 2024

Reference No: B012094

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>  
Govt Buyers: All items are open market unless noted otherwise.



**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**

Scan the QR code or use the link below to  
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=3156&on=1319>