

**WEST SOUND UTILITY DISTRICT  
RESOLUTION NO. 681-17**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WEST SOUND  
UTILITY DISTRICT AWARDING THE BID FOR THE WASTEWATER TREATMENT  
FACILITY MINOR SERVICES AGREEMENT**

**WHEREAS**, the SKWRF 2017 Capital Improvement budget contains funding for the facility's storage building in the amount of \$174,500; and

**WHEREAS**, due to the substantial cost of building the storage building using a sole contractor, this project had to be broken into several components requiring staff to perform some tasks and other construction elements performed by subcontractors, including the CMU wall installation; and

**WHEREAS**, the SKWRF staff initially sent requests for proposals to six contractors for the CMU wall installation work; however, no bids were received; and

**WHEREAS**, following the RFP process, the SKWRF staff solicited bid estimates to try to accommodate contractors building schedules and received an acceptable quote from Country Construction Masonry, Inc. from Kennewick in the amount of \$29,568, plus sales tax; **NOW, THEREFORE**,

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

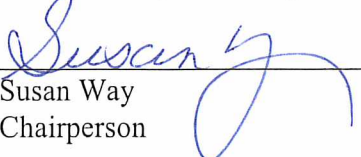
**Section 1.** The Board hereby approves the attached construction bid proposal submitted by Country Construction Masonry, Inc. (Exhibit "A") in the amount of \$29,568, plus applicable sales tax.

**Section 2.** The Board authorizes the District's General Manager to execute a minor services contract with Country Construction Masonry Inc. and further authorizes the General Manager to approve amendments to the Contract or change orders in an amount not to exceed 10% of the Contract amount, provided the changes are: a) within the scope of the project; b) consistent with the bid/quote solicitation process; and c) executed in writing.

**APPROVED and ADOPTED** by the Board of Commissioners of West Sound Utility District at a Board meeting scheduled on October 2, 2017.

**WEST SOUND UTILITY DISTRICT**

Kitsap County, Washington

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

  
\_\_\_\_\_  
James J. Hart  
Vice Chairperson

\_\_\_\_\_  
Jerry Lundberg  
Secretary

## MINOR SERVICES CONTRACT

**THIS AGREEMENT** is entered into this 20th day of September, 2017, by and between **WEST SOUND UTILITY DISTRICT**, a Washington State municipal corporation ("District"), and Country Construction/ Masonry 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 \$29,568.00 for its services; plus Washington State sales tax, if applicable, in the sum of \$32,229.12. 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 Dave Jenkins. 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 2<sup>nd</sup> day of October, 2017, and shall be completed by no later than the 10<sup>th</sup> day of November, 2017. *(provided that the materials are readily available by supplier)*
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: David Jenkins  
Its duly authorized representative for entry into this Contract.

Date: 9-20-17

Address: 75515 Country Heights Dr.  
Kennewick, WA 98338

E-mail: Countrymasonry@yahoo.com

Phone: 509-628-2633