

**WEST SOUND UTILITY DISTRICT
RESOLUTION 540-15**

**A RESOLUTION OF THE
WEST SOUND UTILITY DISTRICT BOARD OF COMMISSIONERS
AUTHORIZING THE AWARD OF A SMALL WORKS CONTRACT FOR
THE NATHAN'S GLEN SEWER MAIN REPAIR AND WATER/SEWER
CONSOLIDATION PROJECT TO CASECO ASSOCIATES, INC.**

WHEREAS, the water and sewer system installed in the Nathan's Glen subdivision was accepted by the District in February 2010; and

WHEREAS, prior to the expiration of the expiration of the two-year maintenance bond, the District discovered problems with the installation of the sewer mains and filed a claim with the Developer's surety company, Hartford Insurance; and

WHEREAS, Hartford Insurance processed a payment to the District in December 2012, in the amount of \$56,795; and

WHEREAS, the current owners of Nathan's Glen have decided to consolidate building lots within the development which will require having a contractor revise the sewer and water services to these new lots; and

WHEREAS, since the water/sewer service consolidation work is the financial responsibility of the Developer, the District will perform the two components of the project but will be reimbursed by the Developer upon completion of the project; and

WHEREAS, West Sound Utility District ("District") sought bids from five general contractors from its small works roster for the sewer main repair and water/sewer service consolidation project; and

WHEREAS, the District solicited and received two bids from the small works roster at the bid opening on March 10, 2015, and

WHEREAS, the lowest responsible bid for this project was submitted by Caseco Associates, Inc.; **NOW THEREFORE**,

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

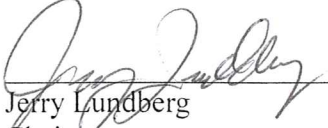
Section 1. The West Sound Utility District approves and awards the contract for the Nathan's Glen Sewer Main and Water/Sewer Consolidation project to Caseco Associates, Inc. in the amount of \$157,240, plus 8.7% state sales tax.

Section 2. The General Manager is hereby authorized to execute the small works contract with Caseco Associates, Inc., subject to the Nathan's Glen development owners agreeing to reimburse the District for the cost of the water/sewer consolidation work, and is further authorized 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 process; and c) executed in writing.

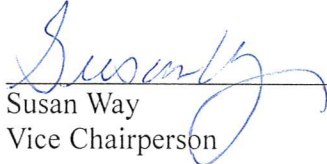
Section 3. The General Manager is hereby authorized to execute a letter of agreement with the Nathan's Glen development owners, Holt Development LLC, for the reimbursement of the cost of the water/sewer consolidation work.

APPROVED and ADOPTED by the Board of Commissioners of West Sound Utility District at a Board meeting scheduled on March 16, 2015.


WEST SOUND UTILITY DISTRICT
Kitsap County, Washington



Jerry Lundberg
Chairperson



Susan Way
Vice Chairperson



James J. Hart
Secretary

PUBLIC WORKS CONTRACT

Parties: WEST SOUND UTILITY DISTRICT
CASECO ASSOCIATES

This is an agreement entered into between West Sound Utility District, a Washington State Municipal Corporation, hereinafter called "District," and Caseco Associates hereinafter called "Contractor."

Pursuant to its resolutions and procedures, the District has determined the Contractor to be the lowest responsible bidder to perform the services hereinafter described. The purpose of this document is to set forth the specific terms of the parties' agreement in writing.

Now, therefore, in consideration of the foregoing recitals and the promises and covenants of the parties hereinafter set forth, they agree as follows:

1. Services to be performed by Contractor. The services to be performed are identified in the attached plans and specifications, referred to as Attachment "A" which by this reference is incorporated herein. In performing its work, the Contractor shall supply all necessary labor and materials to fully and completely finish the work called for herein.

2. Payment for Services. The total payment from the District to the Contractor for the work to be performed by the Contractor as described herein shall be the total sum of \$ 157,240.00, plus applicable Washington State sales tax. Payment of this amount shall be due and owing within forty-five days of the completion of the work by the Contractor and acceptance by the District. Acceptance shall not be unreasonably withheld.

3. Commencement/Completion of Work. The contractor shall commence its work for the District on or before March 23, 2015. All work called for herein shall be fully completed by the Contractor on or before June 08, 2015.

4. Contractor Representations. The Contractor hereby represents and warrants to the District as follows:

A. Bonding Company and License No. The Contractor is fully licensed, bonded, and in good standing with the State of Washington.

It's Contractor License Number with Washington State is CASECAI981NZ

1) It is currently bonded with the following bonding company to do business in the State of Washington

a) Bond No. _____.

b) This bond was issued on the ____, day of _____, 20__.

2) In addition to the above, the Contractor is required to provide Payment in accordance with the Prevailing Wage regulations prior to the commencement of work.

B. Evidence of Insurance. Prior to performing its construction work, the Contractor shall provide the District with written evidence of insurance covering public liability and property damage concerning the work to be performed. If the total amount of services to be performed by the Contractor exceeds five thousand and 00/100 dollars (\$5,000.00) the coverage limits for liability shall be not less than as set forth on Attachment "B" entitled "Minimum Requirements for Certificates of Insurance" which by this reference is incorporated herein and made a part hereof. In the event Attachment "B" is applicable hereto, the Contractor shall be obligated to comply with all terms and specifications set forth therein.

C. Hold Harmless Provision. The Contractor shall indemnify, defend, and hold harmless the District, its engineer, agents, and employees from any and all claims, demands, actions, and/or liabilities of every kind and nature as may be made and/or entered against the Districts, its engineer, their agents, and employees by reason of, or arising out of, the acts or omissions of the Contractor, its agents, or employees, including costs and attorney's fees incurred by the Districts and its agents and representatives in investigating and defending against any such claims in the event of failure of the Contractor to so defend as herein required.

D. Prevailing Wages. Concerning the work called for herein, the Contractor agrees to pay hourly wages to its laborers and workers in accordance with Washington law and specifically in accordance with RCW 39.12.020 dealing with the prevailing rates to be paid on public-works projects. The Contractor represents it is fully knowledgeable concerning the terms of RCW 39.12.020. The first invoice cannot be paid until the District has received the approved Intent to Pay Prevailing Wages. Retainage shall be 5% of each invoice. Retainage cannot be released until the Affidavit of Wages Paid is approved by the State and the Department of Revenue has approved the release of funds.

E. Performance of Work. The Contractor shall perform all work in a good, workmanlike and timely fashion. All materials used by the Contractor in its work shall be of a good or superior quality. In performing its work, the Contractor shall also act in accordance with all applicable local, state, and federal laws and regulations.

F. Warranty. The Contractor represents and warrants that all services and materials used by it in its services for the District shall be completely free of defects for a period of time lasting two (2) years from the date of completion. In the event any defects are discovered within the warranty time concerning the Contractor's services or materials used by it, the Contractor shall promptly cure any said defects.

G. Non-assignment of Obligations. The contractor is hereby prohibited from assigning or in any manner transferring its obligations under this contract to any third party or entity. The Contractor shall be personally responsible for performance of all work and obligations placed upon it hereunder. The person in charge of the Contractor's work hereunder shall be Brad Paige, and he/she shall make him or herself available to the District representative at all reasonable time for consultation.

H. District Inspection. Prior to commencing its work, the Contractor shall meet with the District representative(s) and these parties shall set forth an inspection schedule to be followed by the District in inspecting the Contractor's work while it is in progress. The contractor shall promptly report to the District, in writing, all errors and omissions it commits in performing the work.

5. Risk of Loss. Until the Contractor's work for the District has been fully completed and accepted by the District, all risk of loss concerning the project shall be borne by the Contractor.

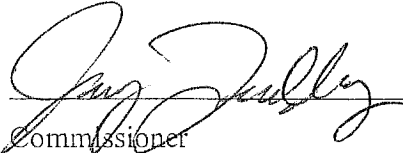
6. Cooperation of Parties. The parties shall strive at all times to cooperate with one another in good faith so the terms and spirit of this agreement may be carried out in a good and timely manner.

7. Legal Action. In the event either party employs an attorney to enforce or defend any claim or cause of action arising out of or relating to this agreement, or any appeal therefrom, then and in any such event, the prevailing party shall be entitled to recover from the losing party, and the losing party shall pay, all of the prevailing parties reasonable costs and attorney fees therein incurred. The venue and jurisdiction for any such action shall lie with the appropriate court in Kitsap County, Washington.

8. Complete Agreement. This agreement constitutes the full and complete agreement between the parties concerning the matters set forth herein. There are no other agreements, either written or verbal, in existence.

DATED this 11th day of March, 2015.

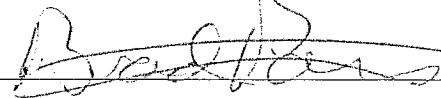
WEST SOUND UTILITY DISTRICT:



Commissioner
Board of Commissioners

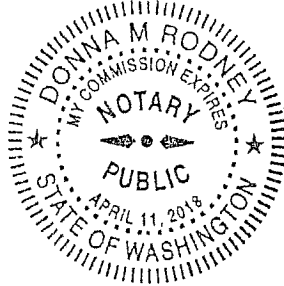
Michael Wilson, General Manager

CONTRACTOR: CARCO ASSOCIATES



On this day personally appeared before me BRAD PRICE, who stated that (s)he is the PRESIDENT of CASECOR ASSOCIATES, a corporation, and that the instrument was signed on behalf of such corporation by authority of its board of directors and acknowledged such instrument to be its voluntary act and deed.

Given under my hand and official seal this 11th day of MARCH, 2015



[Handwritten signature]