

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO. 2024- 058

**APPROVAL OF THE CONTRACT FOR THE 2024 EQUIPMENT SHED REHAB PROJECT
TO WASHINGTON ROOFING SOLUTIONS, LLC**

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Pend Oreille County, Washington ("the Board") has the care of county property and the management of county funds and business; and

WHEREAS, the Board of County Commissioners approved the advertisement and award of the 2024 Equipment Shed Rehab Project; and

WHEREAS, the Board of County Commissioners awarded the contract to Washington Roofing Solutions, LLC; and

WHEREAS, the County Public Works Department recommends the approval of the contract for the 2024 Equipment Shed Rehab Project with Washington Roofing Solutions, LLC; and

WHEREAS, the Board of County Commissioners believes that the best interest of the public will be served by entering into the contact with Washington Roofing Solutions, LLC.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Pend Oreille County Board of Commissioners that the 2024 Equipment Shed Rehab Contract, which is attached hereto and incorporated herein, be established and adopted.

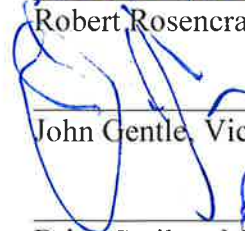
BE IT FURTHER RESOLVED, by the Pend Oreille County Board of Commissioners, that the 2024 Equipment Shed Rehab Contract is hereby approved, and the Chair of the Board, or a majority of the Board is hereby authorized to execute it on behalf of Pend Oreille County.

ADOPTED this 2 day of April, 2024.

**BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON**



Robert Rosencrantz, Chair



John Gentle, Vice-Chair



Brian Smiley, Member

ATTEST:

Crystal Zieske
Crystal Zieske, Clerk of the Board



**2024 EQUIPMENT SHED REHAB
1003 1ST ST. NEWPORT, WA 99156**

THIS AGREEMENT made and entered into this 2 day of April, 2024 between Pend Oreille County, a municipal corporation of the State of Washington (hereafter "County") acting through its Board of County Commissioners (hereafter "Board") by virtue of Title 36 Revised Code of Washington, as amended, and Washington Roofing Solutions, LLC, "hereinafter called the Contractor". County and Contractor may be referred to herein individually as "Party" and collectively as "Parties."

WITNESSETH:

That in consideration of the payments, covenants, and agreements, hereinafter mentioned, to be made and performed by the Parties hereto, the Parties hereto covenant and agree as follows:

- I. SCOPE OF WORK.** The Contractor agrees to supply materials, disposal and do all work described in the twenty-two-page bid package titled "2024 Equipment Shed Rehab" for the County property located at 1003 1st, Newport, WA 99156 (dated February 28, 2024) together with its one-page bid form opened on March 12, 2024. Said documents are expressly incorporated by reference and made a part of the Agreement as if fully set forth herein at length (hereafter "Contract Documents"). Contractor further agrees to furnish all tools, materials, and equipment necessary to perform and complete services required by the Contract Documents and further agrees to perform any changes in, or additions to, the work required by this Agreement and every part thereof. The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for completing the work provided for in this Agreement and every part thereof.
- II. CONTRACTOR INSPECTION.** Contractor warrants to County that it had an opportunity to fully inspect the project building pursuant to this Agreement. Contractor further warrants to County that it enters into this Agreement based solely upon their own judgment, formed after their own examination and inspection of the project building. Finally, Contractor warrants it enters into this Agreement without any reliance upon the approximate measurements shown and square footage estimates provided, pre-bid documentation, or any other representations by County, and has performed their own measurements for actual dimensions and quantities.
- III. LIMITATION ON DAMAGE.** In the event County breaches this Agreement, Contractor agrees its exclusive remedy is the return of its Performance Bond and Contractor's demonstrated reasonable expenditures for materials purchased and work completed. The Contractor agrees not to hold County liable for any other damages, whether direct, incidental, or consequential.

IV. AGREEMENT COMPLETE. The Parties agree that this Agreement and the Contract Documents are the final expression of the Parties' mutually negotiated agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this Agreement and the Contract Documents.

- V. CONTRACTOR'S REQUIRED ITEMS.** The Contractor shall provide the following required items prior to a Notice to Proceed being issued:
- a. Current W9
 - b. Certificates of Insurance- To the requirements of Request for Sealed Bids- Section VI.
 - c. Performance Bond-To the requirements of Request for Sealed Bids- Section IV-Paragraph 41.
 - d. Intent to Pay Prevailing Wages- To the requirements of Request for Sealed Bids- Section IV-Paragraph 43.

VI. The awarded contract Bid prices as shown below:

Equipment Building Rehab, including:	Lump Sum	\$47,750.00
• Roof/Wall Metal Removal		
• Door Removal		
• Door Framing		
• Hauling & Disposal		
• New Metal Package Installed		
• Warranties for Materials & Labor		
Repair of members as needed.	Hour	\$115.00
• Materials by POC		
Subtotal		\$47,865.00
Tax		\$3,685.61
Grand Total		\$51,550.61

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IN WITNESS WHEREOF, The said Contractor has executed this instrument on the day and year first below written, and the Board of County Commissioners of the aforesaid County, pursuant to resolution duly adopted, has caused this instrument to be executed by and in the name of said Board, duly attested by its Clerk and the seal of said Board to be hereunto affixed the day and year first above written.

This AGREEMENT is made and signed this 2 day of April, 2024

CONTRACTOR

Melissa Gustafson
Authorized Agent (Print Name)

Melissa Gustafson
Signature

602-871-329
UBI No.

**BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON**

Robert Rosencrantz
Robert Rosencrantz, Chair

John Gentle
John Gentle, Vice-Chair

Brian Smiley
Brian Smiley, Member

Attest:

Crystal Zieske
Crystal Zieske, Clerk of the Board

