

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO. 2024- 062

**APPROVAL OF THE CONTRACT FOR THE 2024 GRAVEL ROAD STABILIZATION-
MAG CHLORIDE PROJECT-GMCO CORPORATION**

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 Public Works Director solicited quotations from MRSC Roster Contractors for the 2024 Gravel Road Stabilization-Mag Chloride Project, which was an approved line item for the Road Department's 2024 Budget; and

WHEREAS, the Board of County Commissioners awarded the contract to GMCO Corporation; and

WHEREAS, the County Public Works Department recommends the approval of the contract for the 2024 Gravel Road Stabilization-Mag Chloride Project with GMCO Corporation; and

WHEREAS, the Board of County Commissioners approves the project at an amount not to exceed \$76,930.00; and

WHEREAS, the Board believes that the best interest of the public will be served by entering into the contact with GMCO Corporation.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Pend Oreille County Board of Commissioners that the 2024 Gravel Road Stabilization-Mag Chloride Project-GMCO Corporation 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 Gravel Road Stabilization-Mag Chloride Project-GMCO Corporation 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.

[executed page with signatures is attached]

ADOPTED this 9 day of April, 2024.

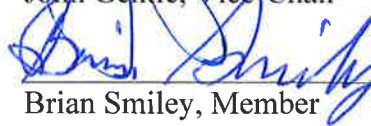
**BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON**



Robert Rosencrantz, Chair



John Gentle, Vice-Chair



Brian Smiley, Member

ATTEST:


Crystal Zieske, Clerk of the Board



2024 GRAVEL ROAD STABILIZATION- MAG CHLORIDE

THIS AGREEMENT made and entered into this 9 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 GCMCO Corporation, (hereafter "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, equipment and do all work described in the twenty-page quotation package titled "2024 Gravel Road Stabilization-Mag Chloride" for the County (dated March 8, 2024) together with its one-page quote form opened on March 22, 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 inquire about the project roads to be treated 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. Finally, Contractor warrants it enters into this Agreement without any reliance upon the approximate tonnages shown, width estimates provided, pre-bid documentation, or any other representations by County.
- 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 Quotes- Section VI.
- c. Performance Bond-To the requirements of Request for Quotes- Section IV-Paragraph 41.
- d. Intent to Pay Prevailing Wages- To the requirements of Request for Quotes- Section IV-Paragraph 43.

VI. The awarded contract Quote prices as shown below:

ITEM	UNIT	PRICE
Magnesium Chloride Liquid, Including Haul & Application	Ton	\$206.04

“

“

“

“

“

“

“

“

“

“

“

“

“

“

“

“

“

“

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 9 day of April, 2024

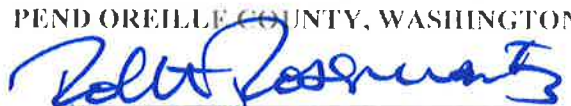
CONTRACTOR

Jeremy Henderson, President
Authorized Agent (Print Name)


Signature

604 540 279
UBI No.

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


Robert Rosencrantz, Chair


John Gentle, Vice-Chair


Brian Smiley, Member

Attest:


Crystal Zieske, Clerk of the Board