

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO. 2020- 37

**AGREEMENT WITH WM. WINKLER CO. FOR CRP 840 FLOWERY TRAIL PAVEMENT
PRESERVATION**

WHEREAS, Chapter 39.04 RCW, Public Works, authorizes public agencies to enter into public works contracts for completing anticipated the work, and

WHEREAS, Pend Oreille County is a public body wintin the meaning of Chapter 39.04 RCW, and

WHEREAS, competitive bids for CRP840 Flowery Trail Pavement Preservation were received at 11:00am, May 14, 2020, and

WHEREAS, the Board of County Commissioners awarded the contract Wm. Winkler Co. of Newman Lake, Washington on May 19, 2020, and

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

ADOPTED this 2 day of June, 2020.

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



Mike Manus, Chairman



Stephen Kiss, Vice-Chairman



Karen Skoog, Member

ATTEST:



Christine Rahoun, Clerk of the Board

THIS AGREEMENT made and entered into this 2 day of JUNE 2020, between the Board of County Commissioners of Pend Oreille County, State of Washington, acting under and by virtue of Title 36 Revised Code of Washington, as amended, hereinafter called the Board, and Wm Winkler Company, for themselves, their heirs, executors, administrators, successors and assigns, hereinafter called the Contractor.

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:

1. The Contractor shall do all work and furnish all tools, materials and equipment necessary to construct, improve and complete CRP 840 Flowery Trail WA Pend Orei 1100(1), in Pend Oreille County, Washington, in accordance with and described in the Plans and Special Provisions and in accordance with the 2020 Standard Specifications of State of the Washington Department of Transportation, revisions and amendments adopted thereafter, now referred to and by such reference made a part hereof as fully for all purposes as if here set forth at length, and shall perform any changes in or addition to the work provided under this Contract 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 Contract and every part thereof, except such as are mentioned in the Specifications.
2. The County hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the labor, tools, materials and equipment to do and cause to have done the above described work and to complete and finish the same according to the Plans and Specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the Specifications and the attached schedule of unit or itemized prices, at the time and in the manner and upon the conditions provided for in this Contract and every part thereof.

The County further agrees to employ the Contractor to perform any changes in or additions to the work provided for in this Contract that may be ordered and to pay for the same under the terms of this Contract and the attached Plans and Specifications.

3. The Contractor for himself/herself and for his/her heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
4. It is further provided that no liability shall attach to the County, by reason of entering into this Contract, except as expressly provided herein, the Contractor agrees to protect and indemnify the County in regard to claims of any nature that may arise during the course of this project.
5. Awarded Contract Bid Price of \$1,700,711.15.

The Pend Oreille County Public Works Department, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

Pend Oreille County
CRP 840, Flowery Trail WA Pend Orei 1100(1)

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.

EXECUTED BY  May 26, 2020.
Brian J. Winkler / President

Wm. Winkler Company
CONTRACTOR

BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON


CHAIR


VICE CHAIR


MEMBER

Attest: 
Clerk of the Board


Approved as to form
County Prosecutor