PEND OREILLE COUNTY
RESOLUTION NO. 2020-411

RESOLUTION REGARDING APPROVAL OF THE 2020 COUNSELING SERVICES HVAC CONTRACT WITH NORSTAR HEATING & COOLING, INC.

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Pend Oreille County, Washington 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 2020 Counseling Services HVAC Project; and

WHEREAS, the Board of County Commissioners awarded the contract to Norstar Heating & Cooling, Inc.; and

WHEREAS, the County Public Works Department recommends the approval of the contract for the 2020 Counseling Services HVAC Project with Norstar Heating & Cooling, Inc.; and

WHEREAS, the Board of County Commissioners feels that the best interest of the public will be served by entering into a contract with Norstar Heating & Cooling, Inc.

THEREFORE BE IT RESOLVED by the Board of County Commissioners of Pend Oreille County, Washington, that the contract between Pend Oreille County and Norstar Heating & Cooling, Inc. 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.

APPROVED by the Board of County Commissioners of Pend Oreille County, Washington this 15 day of JUNE, 2020

ABSENT
Mike Manus, Chair

Stephen Kiss, Vice-Chair

Karen Skoog, Member

ATTEST:
Christine Rahoun, Clerk of the Board

R-2020-41

**2020 Counseling Services HVAC**

THIS AGREEMENT made and entered into this 15 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 Norstar Heating & Cooling, Inc. 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:

**I.** The Contractor shall do all work and furnish all tools, materials and equipment necessary to construct, improve and complete the 2020 Counseling Services HVAC Project, in accordance with and described in the Request for Quotes dated May 8, 2020 and the quote submitted by the Contractor, dated May 26, 2020, 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.

**II.** 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.

**III.** 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.

**IV.** 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.

**V.** The Contractor shall provide the following required items prior to a Notice to Proceed being issued:

a. Current W9;
b. Certificate of Insurance, to specifications described in the Request for Quotations;
c. Intent to Pay Prevailing Wages. Pend Oreille County will provide L&I Project dashboard;
d. Performance Bond for the full amount of the contract; and
e. Written Progress Schedule;
f. Background Check Compliance

**VI.** The awarded contract bid price: $88,136.24

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 15 day of JUNE, 2020

**CONTRACTOR**
**Norstar Heating & Cooling, Inc**

ROLAND R. DOGGEN
Authorized Agent (Print Name)

Signature

602 808 814
UBI No.

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

ABSENT
Mike Manus, Chair

Steve Kiss, Vice-Chair

Karen Skoog, Member

Approved as to Form:

Dolly Hunt, Prosecuting Attorney

Attest:

Crystal Zieske, Clerk of the Board
CHRISTINE RAHOUN