

PEND OREILLE COUNTY
RESOLUTION NO. 2020-71

RESOLUTION REGARDING APPROVAL OF THE 2020 WINTER MAINTENANCE SAND-SCHEDULE 1
PURCHASE AGREEMENT WITH JMAC RESOURCES

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 Winter Maintenance Sand Materials-Schedule 1 Purchase; and

WHEREAS, the Board of County Commissioners awarded the purchase agreement to JMAC Resources and

WHEREAS, the County Public Works Department recommends the approval of the purchase agreement for the 2020 Winter Maintenance Sand-Schedule 1 with JMAC Resources.; and

WHEREAS, the Board of County Commissioners feels that the best interest of the public will be served by entering into a purchase agreement with JMAC Resources

THEREFORE BE IT RESOLVED by the Board of County Commissioners of Pend Oreille County, Washington, that the purchase agreement between Pend Oreille County and JMAC Resources 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 10
day of August, 2020



Mike Manus, Chair

Absent

Stephen Kiss, Vice-Chair



Karen Skoog, Member

ATTEST: Crystal Zieske

Crystal Zieske, Clerk of the Board



2020 Winter Maintenance Sand-Schedule 1

THIS AGREEMENT made and entered into this 10 day of August, 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 JMAC Resources for themselves, their heirs, executors, administrators, successors and assigns, hereinafter called the Vendor.

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 Vendor shall furnish all materials necessary to complete the 2020 Winter Maintenance Sand Schedule 1 purchase, in accordance with and described in the Request for Quotes and the revised email quote submitted by the Vendor, dated 7/29/2020, 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 materials provided under this Contract and every part thereof. The Vendor 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 Vendor to purchase materials as needed to subject to the terms described in the Request for Quotes and does employ the Vendor to provide the materials 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 Vendor to perform any changes in or additions to the materials 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 Vendor 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 Vendor.

- 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 Vendor 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 Vendor shall provide the following required items prior to payment being issued:
 - a. Current W9; and
 - b. Invoice stating dates and quantities provided
- VI. The awarded contract bid price: \$3.25 per cubic yard, all applicable taxes to be applied on final invoice.

IN WITNESS WHEREOF, The said Vendor 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 10 day of August, 2020

CONTRACTOR
JMAC Resources

Row Cook BM
 Authorized Agent (Print Name)

[Signature]
 Signature

602-842-336
 UBI No.

BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON

[Signature]
 Mike Manus, Chair

Absent
 Steve Kjs, Vice-Chair

[Signature]
 Karen Skoog, Member

Approved as to Form:
[Signature]
 Dolly Hunt, Prosecuting Attorney

Attest:
Crystal Zieske
 Crystal Zieske, Clerk of the Board