

**WALLA WALLA COUNTY,  
STATE OF WASHINGTON  
LIMITED PUBLIC WORKS CONTRACT**

THIS CONTRACT, made this 15th day of September, 2014, by and between Walla Walla County, hereinafter called "County", and Harry Johnson Plumbing & Excavating, Inc., hereinafter called "Contractor", WITNESSETH:

WHEREAS, The County has desires to enter into a contract with Contractor to perform certain labor and furnish certain materials for        bids awarded for work identified under the Scope of work as projects 1, 2, and 3, pursuant to a request for quotes from the Walla Walla Joint Community Development Agency dated August 8, 2014 for work at 2344 Old Milton Highway, Walla Walla, Walla Walla County, Washington as per plans and specifications and proposal attached hereto,

**THE CONTRACTOR AGREES AS FOLLOWS:**

1. To comply with the special terms and conditions attached hereto and incorporated herein by reference.
2. To furnish all labor, materials, equipment, permits, etc., necessary or required and to perform all the work necessary or incidentally required for that part of the construction of the aforesaid project per the special terms and conditions attached hereto and incorporated herein by reference.
3. To complete all of the work specified in the attached plans and specifications within 30 calendar days after the date of this agreement.
4. To pay for all materials, skill, labor and equipment, etc., used in or in connection with the performance of this contract, when and as bills or claims therefore become due, and to save and protect the premises and the County from all claims and mechanics' liens on account thereof, and to furnish satisfactory evidence to the County when and if required, that they have complied with the above requirements.
5. To begin work herewith contracted for as directed by the County, and to be carried out with speed and dispatch so as not to delay the progress of the job. Contractor to clean up after his work, and if this is not done expeditiously, after notification by the County, said clean up may be done by the County and charged to the account of the Contractor.
6. To proceed with the work and to abide by the County's decision as to the allotment of all storage and working space on the project.
7. That no extension of time of performance of this contract shall be recognized by the County without the County's written consent provided to the Contractor.
8. To pay for any expense the County may suffer as a result of the Contractor's failure through causes within said Contractor's control to carry out the provision of this agreement.
9. **Indemnification and hold harmless.** Each party shall defend, indemnify and hold harmless the other party, its officers, agents, and employees, from all liability, loss or damage, including costs of defense they may suffer as a result of claims, demands, actions, damages, costs or judgments which result from the actions performed by the indemnifying party, its agents, employees, or subcontractors pursuant to this Contract.

10. Insurance. Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Contract:

a) Comprehensive General Liability Insurance policy (the "Policy") with limits of no less than one million dollars (\$1,000,000.00) per occurrence, including but not limited to, general aggregate, products, completed operation, infringements and trade secret claims, breach of warranty claims, breach of contract claims, third-party claims, inability to perform and force majeure, bodily injury, accidental death and property damage. This may be in the form of a combined single limit policy.

b) Workers Compensation insurance in accordance with the State of Washington Labor Code.

11. To adequately and properly protect the work to be performed hereunder, to be responsible for damages to persons and property occasioned by its failure to do so, to be responsible for any defective or improper work or material caused by its failure to do so, it being understood that the standards of protection shall not be less than those specified in the general contract or required by law.

12. To not assign this contract, or sublet the same, or any party thereof covering work to be performed at the site of the project named in this agreement, and not to assign any payments hereunder without first obtaining the written consent of the Owner.

13. To be bound by the terms of the contract with the County, general conditions, special conditions and specifications and addenda, and to conform to and comply with the drawings and specifications and addenda and to furnish such shop drawings or samples as may be required.

14. To comply with RCW 39.12 - Prevailing wages on public works: All workmen for the Contractor and subcontractors shall provide "intent to pay prevailing wages" forms prior to invoice payments and provide complete "affidavit of wages paid" forms before retained funds are released. The Contractor shall contact the Department of Labor & Industries, Industrial Statistician, and pay all applicable fees required.

15. That the County shall have the right to order, in writing, the deletion or addition of the parts of the work, or materials as omitted from or added to the general contract on the above-named contract price for such omitted or added work or materials; that no extra work shall be allowed or changes made by the Contractor, or paid for by the County unless authorized by the Owner in writing before the work and/or changes are begun. The work shall not be invoiced until a fully authorized "change order" has been processed.

16. Pursuant to RCW 39.08.10, the County waives the performance and surety bond requirements of Chapter RCW 39.08 and the retainage requirements of chapter RCW 60.28, and instead shall, in lieu of the bond, retain fifty percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later.

17. To guarantee his work against all defects of materials or workmanship, as called for in the plans, specifications and addenda for a period of one year from the date of completion and acceptance of the project, unless the project specifications require a longer guarantee period.

18. That if notification of any claims have been made against the Contractor arising out of labor or materials furnished the project covered by this agreement, or

otherwise on account of any actions or failures to act by the Contractor in the performance of this agreement, the County may, at its discretion, withhold such amounts otherwise due or to become due hereunder, to cover said claims and any costs or expenses arising, or to arise, in connection therewith pending legal settlement thereof, subject to the limitations of RCW 39.08.010 and 60.28.010. This right of the County shall not be exclusive of any other rights of the County herein or as provided by law.

19. That in case the Contractor shall fail to correct, replace or re-execute faulty or defective work done and/or materials furnished under this contract as required by the County, or shall fail to complete or diligently proceed with this contract within the time provided herein, or of the Contractor or any subcontractor shall be unable to proceed with the work because of any action by one or more employees of the Contractor or by a person or labor organization purporting or attempting to represent any employee of the Contractor, the County, upon notice to the Contractor, shall have the right to correct, replace or re-execute such faulty or defective work, or to take over this contract and complete same, and to charge the cost thereof to the Contractor, together with any damages suffered by the County, and any delays caused in the performance of this contract.

20. That in case of default on the part of the Contractor under the terms of this agreement, the material and equipment of the Contractor shall be left on the job for the use of the County in completing the work covered by the terms of this agreement.

21. To comply with all federal and state laws, codes and regulations and all municipal ordinances and regulations effective where the work is to be performed under this contract, and to pay all costs and expenses connected with such compliance, to pay all fees, permits and taxes, including sales and use taxes, on all goods and services purchased by the Contractor, and also to pay all taxes imposed by any state or federal law for any employment insurance, pensions, old age retirement funds or any similar purpose and hold the Owner harmless from any and all loss or damage occasioned by the failure of the Contractor to comply with the terms of this clause.

22. It is understood and agreed that the Contractor named herein will have equipment, labor and supplies on this project and that the use thereof by the Contractor must, at all times, comply with all local, state and federal regulations respecting safety rules, OSHA and WISHA regulations and any and all others applicable, and levied, assessed or extracted from the general Contractor herein, and the Contractor hereby agrees to reimburse and hold harmless the County on account of such claim, fine or penalty which may be paid by the general Contractor which arises out of or is due to any action on the part of the Contractor, its agents, employees, suppliers or subcontractors.

23. Disputes pertaining to this contract shall be resolved in accordance with the American Arbitration Association "Construction Industry Arbitration Rules".

24. To pay all royalties and license fees, and further agrees to defend all suits or claims for infringement of any patent rights involved in the work of the Contractor under this agreement, and further agrees to save the County harmless from loss, cost or expense on account of such use or infringement by the Contractor.

25. The Contractor shall make an assignment of the work to the proper craft in accordance with decisions of record or in accordance with the prevailing practice in the locality of the job. In the event there is a possibility of work stoppage over a dispute of assignment the County shall be notified.

26. In the event the contract herein is based upon a unit price, it is understood and agreed that any quantities mentioned are approximate only and are subject to final determination based upon final quantities according to conditions that may be stipulated in the plans and specifications, or upon such quantities as may be determined by the County. Such adjustments shall be authorized by written change order only.

27. The Contractor shall be an Equal Opportunity Employer and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, marital status or national origin.

28. Termination for Public Convenience: The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

**WALLA WALLA COUNTY AGREES AS FOLLOWS:**

1. To employ, and does hereby employ, the Contractor to do the work described in paragraph 2 hereof, subject to the provisions of this agreement.

2. To pay the Contractor for the full, faithful and prompt performance of this general agreement, subject to all of the terms and conditions hereof, the sum of thirteen thousand five hundred forty four and 02/100's Dollars (\$13,544.02), including state sales tax.

3. Except as provided in Paragraph 16, to pay the Contractor with 30 calendar days upon receipt of a properly prepared voucher, which claims the correct amount of labor, materials, equipment, etc., provided and concurred by the County.

4. That the failure of the County to make payments as and when herein provided shall, in addition to all other rights, entitle the Contractor to suspend all work and shipments during the continuance of such default on the part of the County, and shall further entitle the Contractor to an extension of time for the performance of the work covered by this agreement for the period for which the work was suspended.

**THIS AGREEMENT** constitutes the entire understanding of the parties and supersedes any prior proposals or agreements.

**IN WITNESS WHEREOF**, the County and Contractor have set their hands and seals the day and year above written.

CONTRACTOR

By: Carol S Johnson  
Contractor

Registration No. HARRY JP 935 BK

9/10/2014  
Date of Signing

BOARD OF COUNTY COMMISSIONERS IN  
AND FOR WALLA WALLA COUNTY

James K Johnson  
James K. Johnson, Chairman

Perry L Dozier  
Perry L. Dozier, Commissioner

Gregory A Tompkins  
Gregory A. Tompkins, Commissioner

September 15, 2014  
Date of Signing

Attest:

Connie R Vinti  
Clerk of the Board

Approved as to Form:

Jesse Nette deputy  
Prosecuting Attorney

# Resolution about Authority

## Harry Johnson Plumbing and Excavation, Inc.

WHEREAS, Mark Johnson is the owner of all shares of the above-named corporation; and,

WHEREAS, the board of directors consists of two directors, Mark Johnson and Carol Johnson; and,

WHEREAS, the officers of the corporation are: Mark Johnson, President and Treasurer, and Carol Johnson, Vice President and Secretary; and,

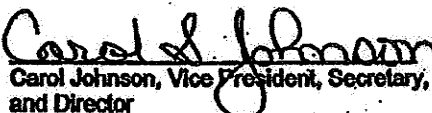
WHEREAS, after proper notice being given, a shareholder and director meeting was held on the below date at the principal place of business of the corporation, and a vote was held approving the resolution herein unanimously;

*It is hereby resolved that:*

1. Mark Johnson and Carol Johnson are both designated and authorized to execute any document on behalf Harry Johnson Plumbing and Excavation, Inc.
2. Mark Johnson and Carol Johnson are designated jointly and severally. This means that *either one* or both of them may sign – there is no requirement that both signatures be present.
3. The above grant of agency authority specifically includes but is not limited to the authority to:
  - a. Sell vehicles and personal property.
  - b. Sign checks, make deposits, make withdrawals, lend money, borrow money, and otherwise enjoy plenary power over all banking activities for corporate purposes.
  - c. Sign contracts, proposals, purchase orders, bids, performance and payment bonds, and other legal documents related to the business of Harry Johnson Plumbing and Excavation, Inc.

Signed this 15<sup>th</sup> day of May, 2012.

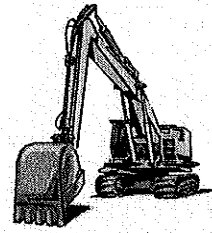
  
Mark Johnson, President, Treasurer,  
Director, and sole shareholder

  
Carol Johnson, Vice President, Secretary,  
and Director

# Harry Johnson Plumbing & Excavation, Inc.

605 Foster Rd.  
Walla Walla, WA 99362

Phone: (509) 525-7203  
Fax: (509) 529-2382



[carol@hjpe.com](mailto:carol@hjpe.com)

**Licensed in Washington - Oregon - Idaho - Wyoming**

To: <u>Walla Walla Joint Community Development Agency</u>	Contact: _____
Address: <u>55 E. Moore Street</u>	Phone: _____
<u>Walla Walla, WA 99362</u>	Fax: <u>509-524-4730</u>
Project Name: <u>Secure Structures</u>	Bid Number: <u>1</u>
Project Location <u>2344 Old Milton Highway, Walla Walla, WA 99362</u>	
Bid Date: <u>08/15/2014</u>	

Ln#	Item#	Item Description	Est Qty	Unit	Unit Price	Total Price
		Secure all open and unsecured buildings; house, well house pole building/garage on the property. Board up all windows and doors using 1/2 inch plywood to secure all doors and windows, making sure not to damage the structures any further.				<b>\$ 4,680.00</b>
					<b>Sales Tax (8.7%)</b>	<b>407.16</b>
					<b>Total</b>	<b>\$ 5,087.16</b>

**Notes:**

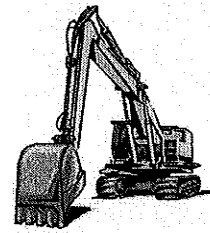
- Includes: Labor, equipment and quality control to complete the terms of work listed above.
- Excluded: Engineering, Surveying, Staking, Traffic Control, Saturday and Sunday work, and any other work not expressly listed above.
- This quote includes 1 mobilization; additional mobilizations (if required) will be at a negotiated price.
- Work to be completed during favorable weather and per a mutually approved construction schedule.
- Upon Acceptance of the terms of this proposal, sign, date, and return to Harry Johnson Plumbing & Excavation, Inc. at 509-529-2382 or via email to [carol@hjpe.com](mailto:carol@hjpe.com). Please include a copy of your resellers' permit. In the absence of a resellers' permit, applicable sales tax will be charged.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance</p>	<p>CONFIRMED:</p> <p>Authorized Signature: _____</p> <p>Harry Johnson Plumbing &amp; Excavation, Inc. 509-525-7203                      <a href="mailto:carol@hjpe.com">carol@hjpe.com</a></p>
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Walla Walla, WA 99362

Phone: (509) 525-7203  
Fax: (509) 529-2382



[carol@hjpe.com](mailto:carol@hjpe.com)

**Licensed in Washington - Oregon - Idaho - Wyoming**

To: <u>Walla Walla Joint Community Development Agency</u>	Contact: _____
Address: <u>55 E. Moore Street</u>	Phone: _____
<u>Walla Walla, WA 99362</u>	Fax: <u>509-524-4730</u>
Project Name: <u>Clean Up Garbage</u>	Bid Number: <u>2</u>
Project Location <u>2344 Old Milton Highway, Walla Walla, WA 99362</u>	
Bid Date: <u>08/15/2014</u>	

Ln#	Item#	Item Description	Est Qty	Unit	Unit Price	Total Price
		Clean up all garbage/rubbish; paper, plastic, metal, wood, tree limbs, brush, etc. around the property and inside the pole building/garage. Dispose of all garbage and rubbish at the City/County landfill.				\$ 3,860.00
					<b>Sales Tax (8.7%)</b>	<b>335.82</b>
					<b>Total</b>	<b>\$ 4,195.82</b>

**Notes:**

- Includes: Labor, equipment and quality control to complete the terms of work listed above.
- Excluded: Engineering, Surveying, Staking, Traffic Control, Saturday and Sunday work, and any other work not expressly listed above.
- This quote includes 1 mobilization; additional mobilizations (if required) will be at a negotiated price.
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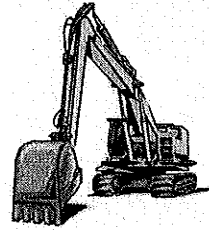
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Walla Walla, WA 99362

Phone: (509) 525-7203  
Fax: (509) 529-2382



[carol@hjpe.com](mailto:carol@hjpe.com)

**Licensed in Washington - Oregon - Idaho - Wyoming**

To: <u>Walla Walla Joint Community Development Agency</u>	Contact: _____
Address: <u>55 E. Moore Street</u>	Phone: _____
<u>Walla Walla, WA 99362</u>	Fax: <u>509-524-4730</u>
Project Name: <u>Abate Vegetation</u>	Bid Number: <u>3</u>
Project Location <u>2344 Old Milton Highway, Walla Walla, WA 99362</u>	
Bid Date: <u>08/15/2014</u>	

Ln#	Item#	Item Description	Est Qty	Unit	Unit Price	Total Price
		Abate all overgrown vegetation; lawn and tall weeds at the entrance to the residence, the yard surrounding the house, and the back acreage				\$ 3,920.00
					<b>Sales Tax (8.7%)</b>	<b>341.04</b>
					<b>Total</b>	<b>\$ 4,261.04</b>

**Notes:**

- Includes: Labor, equipment and quality control to complete the terms of work listed above.
- Excluded: Engineering, Surveying, Staking, Traffic Control, Saturday and Sunday work, and any other work not expressly listed above.
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<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance</p>	<p><b>CONFIRMED:</b></p> <p>Authorized Signature: _____</p> <p>Harry Johnson Plumbing &amp; Excavation, Inc. 509-525-7203 <a href="mailto:carol@hjpe.com">carol@hjpe.com</a></p>
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