

RESOLUTION 2014-08

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF SOUTHWEST SUBURBAN SEWER DISTRICT, KING
COUNTY, WASHINGTON, RATIFYING AND CONFIRMING
ACCEPTANCE, AS COMPLETED, THE CONTRACT
COMMONLY KNOWN AS THE NEW ADMINISTRATION AND SEWER
DEPARTMENT PROJECT PHASE I, BETWEEN T F SAHLI CONSTRUCTION
AS CONTRACTOR, AND SOUTHWEST SUBURBAN SEWER
DISTRICT, AS OWNER**

WHEREAS, the District entered into a contract known as the New Administration and Sewer Department Project Phase I ("Contract") with T F Sahli Construction, for the demolition, site preparation and wetland mitigation for the new District facilities located at 17874 Des Moines Memorial Drive Burien, WA 98166; and

WHEREAS, the District has enter into a binding Release Agreement Relating to Public Works Contract, signed by both parties on June 03, 2014, for the termination of contract between TF Sahli Construction and the District; and

WHEREAS, Southwest Suburban Sewer District Board of Commissioners accepted such agreement as acknowledgement of termination of the contract in its regular meeting held on June 17, 2014; and

WHEREAS, the District determined that there was a total amount paid to T F Sahli Construction of \$205,234.58, including sales tax of \$17,805.74, representing the original contract amount of \$264,730.00 w/o tax, subject to contract deductions amounting to \$77,301.16, authorized according to the language of the signed Release Agreement Relating To Public Works Contract; and

WHEREAS, by language of the Release Agreement Relating to Public Works Contract, the Retainage in the amount of \$9,371.45, shall be released to the District upon receiving the appropriate releases from the required state agencies.

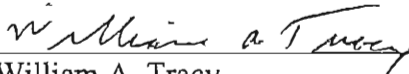
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Southwest Suburban Sewer District, King County, Washington, as follows: Prior action accepting as complete the Contract commonly known as the New Administration and Sewer Department Project Phase I on June 17, 2014, is ratified and confirmed.

ADOPTED by the Board of Commissioners of Southwest Suburban Sewer District, King County, Washington, at a regular meeting thereof held this 17th day of June, 2014

SOUTHWEST SUBURBAN SEWER DISTRICT
KING COUNTY, WASHINGTON

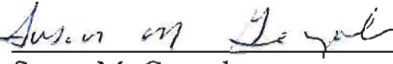
Individual Commissioner's
Vote on Resolution

In Favor of: _____
Opposed: _____
Abstained: _____



William A. Tracy,
President and Commissioner

In Favor of: _____
Opposed: _____
Abstained: _____



Susan M. Genzale
Vice-President and Commissioner

In Favor of: _____
Opposed: _____
Abstained: _____



Scott Hilsen,
Secretary and Commissioner

CERTIFICATE

I, Scott Hilsen, Secretary of the Board of Commissioners of Southwest Suburban Sewer District, King County, Washington, DO HEREBY CERTIFY that the foregoing resolution is a true and correct copy of Resolution 2014-08 of said Board, duly adopted at a regular meeting thereof held on the 17th of June, 2014, signed by the members of such Board in attendance at such meeting and attested by myself in authentication of such adoption.



Scott Hilsen
Secretary of the Board of Commissioners
Southwest Suburban Sewer District

**RELEASE AGREEMENT RELATING TO
PUBLIC WORKS CONTRACT**

This Release Agreement Relating to Public Works Contract ("Agreement") is entered into by and between Southwest Suburban Sewer District ("District"), a Washington municipal corporation and TF Sahli Construction ("Contractor"), a sole proprietor, (referred to herein individually as a "Party" or collectively as the "Parties").

R E C I T A L S

A. The District and Contractor entered into a public works contract dated September 13, 2013 ("Contract") relating to Phase I of the District's new Administration and Sewer Department Building project ("Project").

B. The District and Contractor have been involved in a dispute regarding the nature and extent of certain work performed by the Contractor on the Project which led to claims being filed by the Contractor and District with the District's architect on February 13 and February 21, 2104 respectively, (the "Dispute") and the Parties have been engaged in voluntary discussions to resolve the Dispute.

C. Although the District and the Contractor disagree over the facts and circumstances of the Dispute, the Parties desire to resolve their differences in order to avoid the risks, uncertainties and expenses of litigation by agreeing to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and conditions set forth below, the Parties agree as follows:

1. **Agreed Termination of Public Works Contract.** The District and Contractor agree that the Contract dated September 13, 2013 relating to the Project has been terminated by the mutual agreement of the Parties. The District acknowledges that it is accepting the Contractor's work on the Project in its current "as is" condition. The Contractor will not be required to perform any additional work under the Contract.

2. **No Further Payments Under the Contract.** The Contractor agrees that it shall not be entitled to receive any further payments under the Contract, including any amounts previously withheld by the District as retainage in accordance with applicable law. Once the District has received the appropriate releases from the required state agencies, the Parties agree that the District shall be entitled to keep the balance of any retainage being withheld by the District. The Contractor represents and warrants that it has previously submitted to the State of

Washington all applicable sales tax collected from the District in connection with prior payments made under the Contract.

3. Mutual Release. Excepting any obligations imposed by this Agreement, the Parties hereby forever relieve, release, and discharge each other and their officials, officers, employees, agents, representatives, affiliates, sureties and successors, from any and all claims, debts, liabilities, demands, obligations, promises, acts, agreements, costs and expenses (including but not limited to attorneys' fees), damages, causes of actions, of whatever kind or nature arising out of or in any way related to the Contract, the Project or the Dispute.

4. Miscellaneous.

4.1 Governing Law; Severability. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. If any court of competent jurisdiction shall determine that any portion of this Agreement is unenforceable, then, to the extent possible, the remaining portions hereof shall be unaffected thereby.

4.2 No Admission. The purpose of this Agreement is to settle disputed claims. Neither the execution of this Agreement, nor the performance contemplated hereunder shall be construed or considered as an admission by either Party as to the merit or validity of the claims or arguments or defenses of the other Party hereto.


4.3 Interpretation. Each of the Parties was represented by counsel with respect to this Agreement, or was given a reasonable opportunity to consult with their own legal counsel, and have had ample opportunity to review this Agreement. This Agreement shall not be interpreted in favor of or against either Party by reason of whose attorney originally drafted it.

4.4 Disputes. Venue for any action that may be brought as a result of any dispute between the Parties hereto in any way arising out of this Agreement shall be in the superior court of King County, Washington. In the event of any such dispute, the Party substantially prevailing in the resolution thereof shall be entitled to receive from the other Party, in addition to any substantive relief, said prevailing Party's reasonable attorneys' fees, costs and expenses, incurred in the enforcement of the terms of this Agreement.

4.5 Counterparts. This Agreement may be executed in identical counterparts, and once all of the Parties hereto have executed a counterpart, this Agreement shall be fully enforceable, as if all Parties had signed the same original instrument. Facsimile or electronic signatures are acceptable and shall have the same effect as original signatures.

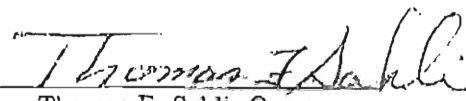
4.6 **Integration.** This Agreement constitutes the full and complete expression of the agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous offers, negotiations or agreements between the Parties. Any amendment or modification to any of the terms hereof shall be in writing, signed by the Parties hereto.

Southwest Suburban Sewer District

By 
Ronald D. Hall
General Manager

Date 6-3-2014

TF Sahli Construction

By 
Thomas F. Sahli, Owner

Date June 3, 2014