

LAKE WENATCHEE WATER DISTRICT

RESOLUTION 2012 - 9-13

**A RESOLUTION ENTERING INTO A CONTRACT WITH
FITZPATRICK SURVEYING, PLLC FOR SURVEY SERVICES**

WHEREAS, per the District's request, Fitzpatrick Surveying, PLLC submitted a proposal (dated 8/30/12) for surveying the Homestead well on parcel 271718400050, 22909 Brown Road, Leavenworth WA, and the Mountain Park section of the Lake Wenatchee Water District;

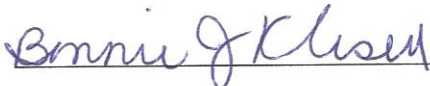
WHEREAS, the Board of Commissioners reviewed this proposal from Fitzpatrick Surveying, PLLC and motioned to approve it on 8/30/12;

NOW, THEREFORE, BE IT RESOLVED, The commissioners have entered into a contract (attached hereto and incorporated herein by this reference) for Fitzpatrick Surveying, PLLC for \$5,900.00.


ADOPTED, by the Lake Wenatchee Board of Commissioners, Chelan County, Washington, at its regularly scheduled Board of Commissioner's meeting on Sept 13, 2012.



Bruce Harris



Bonnie Klasell



Lan Bohn

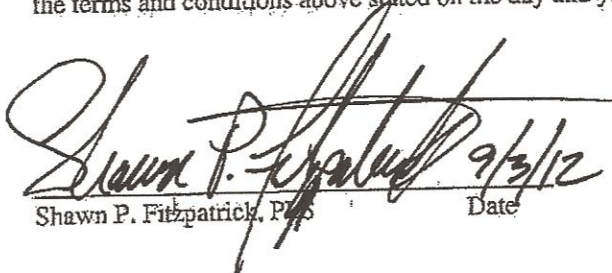
Fitzpatrick Surveying, PLLC (Fitzpatrick) agrees to hold harmless, indemnify and defend Lake Wenatchee Water District (LWWD), its officers, agents and employees from and against any and all claims, losses or liabilities, for injuries, sickness or death or damage to property arising out of any willful misconduct or negligent act, error or omission of the consultant in connection with the services required by this contract.

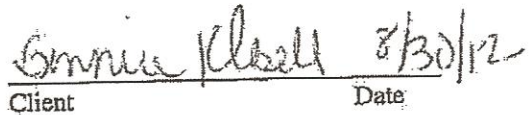
Fitzpatrick shall procure and maintain for the duration of the agreement, insurance against claims which may arise from or in connection with the performance of the work. A certificate of insurance shall be submitted to LWWD clerk within 10 days of the execution of this agreement, together with an additional insured endorsement naming LWWD. Any and all documents, drawings, reports, and other work product produced by Fitzpatrick under this agreement shall become the property of LWWD upon payment of the consultant fees and charges. LWWD shall have the right to use and re-use such work product in any manner deemed appropriate by LWWD. Electronic versions of all work products shall be provided to LWWD in PDF format.

CONTRACT EXECUTION:

If this contract is not executed prior to October 1, 2012 the Surveyor reserves the right to change, modify or retract this contract in part or in its entirety.

IN WITNESS HEREOF, the parties hereto have accepted, made and executed this agreement upon the terms and conditions above stated on the day and year first written above.


Shawn P. Fitzpatrick, P.S. Date


Bonnie K. Bell Date

Client Date