

**FIXED PIER CONSTRUCTION, UPPER TWIN LAKES BOAT LAUNCH
WESLEN CONSTRUCTION, INC.**

This Agreement is made effective this ___ day of _____, 2025, by and between KOOTENAI COUNTY, a political subdivision of the State of Idaho, 451 N. Government Way, P.O. Box 9000, Coeur d'Alene, Idaho 83816-9000 (hereinafter referred to as "COUNTY") and WESLEN CONSTRUCTION, INC., a Washington corporation, 5308 E. Cataldo Avenue, Spokane Valley, WA 99210-0929 (hereinafter referred to as "CONTRACTOR").

THE COUNTY AND CONTRACTOR AGREE AS FOLLOWS:

**SECTION 1
CONTRACT DOCUMENTS**

- 1.1** CONTRACTOR shall furnish fixed pier building and installation/construction services as described herein and in the Contract Documents for the project. The Contract Documents consist of:
- 1.1.1** This Agreement signed by COUNTY and CONTRACTOR; and
 - 1.1.2** The specifications and lump sum amount, dated October 3, 2024, attached hereto as Exhibit "A" and incorporated by reference.
 - 1.1.3** The map, attached hereto as Exhibit "B" and incorporated by reference.

**SECTION 2
SCOPE OF WORK AND GENERAL PROVISIONS**

- 2.1** SCOPE OF WORK: CONTRACTOR shall provide COUNTY the fixed pier building and installation services/ construction services, including mobilization and demobilization as necessary, in accordance with the specifications set forth in Exhibit "A" at the location set forth in Exhibit "B."
- 2.2** CONTRACTOR shall comply with all codes, standards, regulations, and laws applicable to provision of services hereunder.
- 2.3** TERM: The fixed pier building and installation/construction services shall commence upon issuance of a Notice to Proceed and end on or before **April 30, 2026**.

This Agreement is contingent upon the COUNTY receiving the necessary funding to cover the obligations of the COUNTY. In the event that such funding is not received or appropriated, the COUNTY's obligation under the Contract shall cease, and each party shall be released from further performance under the Contract without any liability to the other party.

- 2.4** TERMINATION FOR CONVENIENCE: COUNTY may terminate this Agreement, in whole or in part, at any time by written notice to the CONTRACTOR when it is in the COUNTY's best interest. CONTRACTOR shall be paid its costs, including contract closeout costs and profit on work performed up to the time of termination.
- 2.5** TIME IS OF THE ESSENCE: Time is and shall remain of the essence of performance, no acts of COUNTY shall constitute a waiver of this provision. CONTRACTOR shall notify COUNTY immediately of any event delaying or threatening to delay timely performance.
- 2.6** Work shall be subject to COUNTY's inspection and approval upon completion, which approval shall not be unreasonably withheld. If unsatisfactory, work shall be corrected to COUNTY's satisfaction at CONTRACTOR's expense.

SECTION 3 **CONTRACT SUM**

- 3.1** The Contract Sum shall include all material, equipment, personnel, safety equipment, and services necessary for the proper execution and completion of the fixed pier building and installation services/construction services.
- 3.2** The Contract Sum shall be **\$49,750.00**, subject to additions and/or deductions by written change order.

SECTION 4 **PAYMENT**

- 4.1** COUNTY shall complete payment within twenty-one (21) days of review and acceptance of invoice from CONTRACTOR.
- 4.2** Final payment will be made when completion of the work is acceptable to COUNTY.

SECTION 5
INSURANCE

- 5.1** CONTRACTOR agrees to obtain and keep in force during its acts under this Agreement a comprehensive contractor's liability insurance policy in the minimum amount of \$1,000,000.00/property damage and \$1,000,000.00/personal injury, which shall name and protect CONTRACTOR, and CONTRACTOR'S directors, officers, agents, servants, and employees from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the acts or omissions of CONTRACTOR. All insurance policies shall name, and certificates shall show, COUNTY as an additional insured. CONTRACTOR shall provide proof of liability coverage as set forth above to COUNTY prior to commencing its performance as herein provided, and require insurer to notify COUNTY ten (10) days prior to cancellation of said policy.
- 5.2** CONTRACTOR shall maintain in full force and effect worker's compensation insurance for CONTRACTOR and any directors, officers, agents, servants, and employees that the CONTRACTOR may employ, and provide proof to COUNTY of such coverage. CONTRACTOR shall require insurer to notify COUNTY ten (10) days prior to cancellation of said policy.

SECTION 6
OTHER TERMS AND CONDITIONS

- 6.1** CONTRACTOR shall be responsible for providing verification of lawful work status for all of its employees, and for all employees of all subcontractors.
- 6.2** CONTRACTOR and the CONTRACTOR'S subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age or national origin. Such action shall include the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
- 6.3** CONTRACTOR and CONTRACTOR'S subcontractors shall, in all solicitations or advertisements for employment placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age or national origin.

- 6.4** Where required by law, CONTRACTOR shall submit an affidavit certifying compliance with Title 72, Chapter 17, Idaho Code, requiring the CONTRACTOR and its subcontractors to provide a drug-free workplace program and to maintain such program throughout the duration of the Agreement.
- 6.5** INDEPENDENT CONTRACTOR: The parties agree that CONTRACTOR is an independent contractor of COUNTY, is in no way an employee or agent of COUNTY, and is not entitled to workers' compensation or any benefit of employment with COUNTY. COUNTY shall have no control over the performance of this Agreement by CONTRACTOR, except to specify the place of performance, and the results to be achieved. COUNTY shall have no responsibility for security or protection of CONTRACTOR'S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this Agreement.
- 6.6** WARRANTY: CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it shall be liable for any breach of this warranty.
- 6.7** INDEMNIFICATION: CONTRACTOR agrees to indemnify, defend, and hold harmless COUNTY, and its directors, officers, agents, servants, and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, and its directors, officers, agents, servants, and employees under this Agreement.
- 6.8** COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.
- 6.9** ENTIRE AGREEMENT: This is the entire agreement of the parties and it may not be enlarged, altered, modified or amended, except upon written agreement signed by both parties hereto.
- 6.10** SEVERABILITY: If any provision is held to be unenforceable, such provision is excluded without effect upon the remaining Agreement.
- 6.11** ASSIGNMENT: CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld.
- 6.12** VENUE: This Agreement shall be governed by and interpreted under the laws of the State of Idaho. Venue for any dispute arising under this Agreement shall be in Kootenai County, Idaho.

- 6.13 ATTORNEY FEES: Reasonable attorney fees and costs shall be awarded to the prevailing party in any suit, action, arbitration or other proceeding of any nature whatsoever instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement.
- 6.14 Pursuant to Idaho Code §67-2359, CONTRACTOR hereby certifies that it is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China.
- 6.15 If applicable, pursuant to Idaho Code §67-2346, CONTRACTOR hereby certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control.
- 6.16 Each individual executing this Agreement represents and warrants that he or she is authorized to do so, and that upon executing this Agreement, it shall be binding and enforceable in accordance with its terms.

Dated this: _____

**KOOTENAI COUNTY
BOARD OF COMMISSIONERS**

ATTEST:
JENNIFER LOCKE, CLERK

By: _____
Deputy Clerk

DATED this 25th day of September, 2025.

WESLEN CONSTRUCTION, INC.

By: 
Jerry Wesslen, President

FIXED PIER CONSTRUCTION AGREEMENT

EXHIBIT A



WESSLEN
CONSTRUCTION

10/3/2024

Wesslen Construction
5308 E Cataldo Ave
Spokane Valley, WA 99212

RE: Upper Twin Launch

Listed below is the summary of the proposed work:

Build and install one steel truss framed pier dock using 12" powder coated steel frames and 12" steel piling. Decking will be 2x2 concrete pavers. Black bumperstripping, safety cleats, and poly plastic fascia board will skirt the entire dock. Pier will be 8x60' Includes mobilization.

Modifications will be made to the existing ramp to allow it to be attached to the concrete abutment.

Idaho Department of Lands encroachment permit/fees.

Customer will provide steel piling, concrete decking, and 130' of poly plastic "whaler" trim.

Total Lump Sum Price: \$49,750

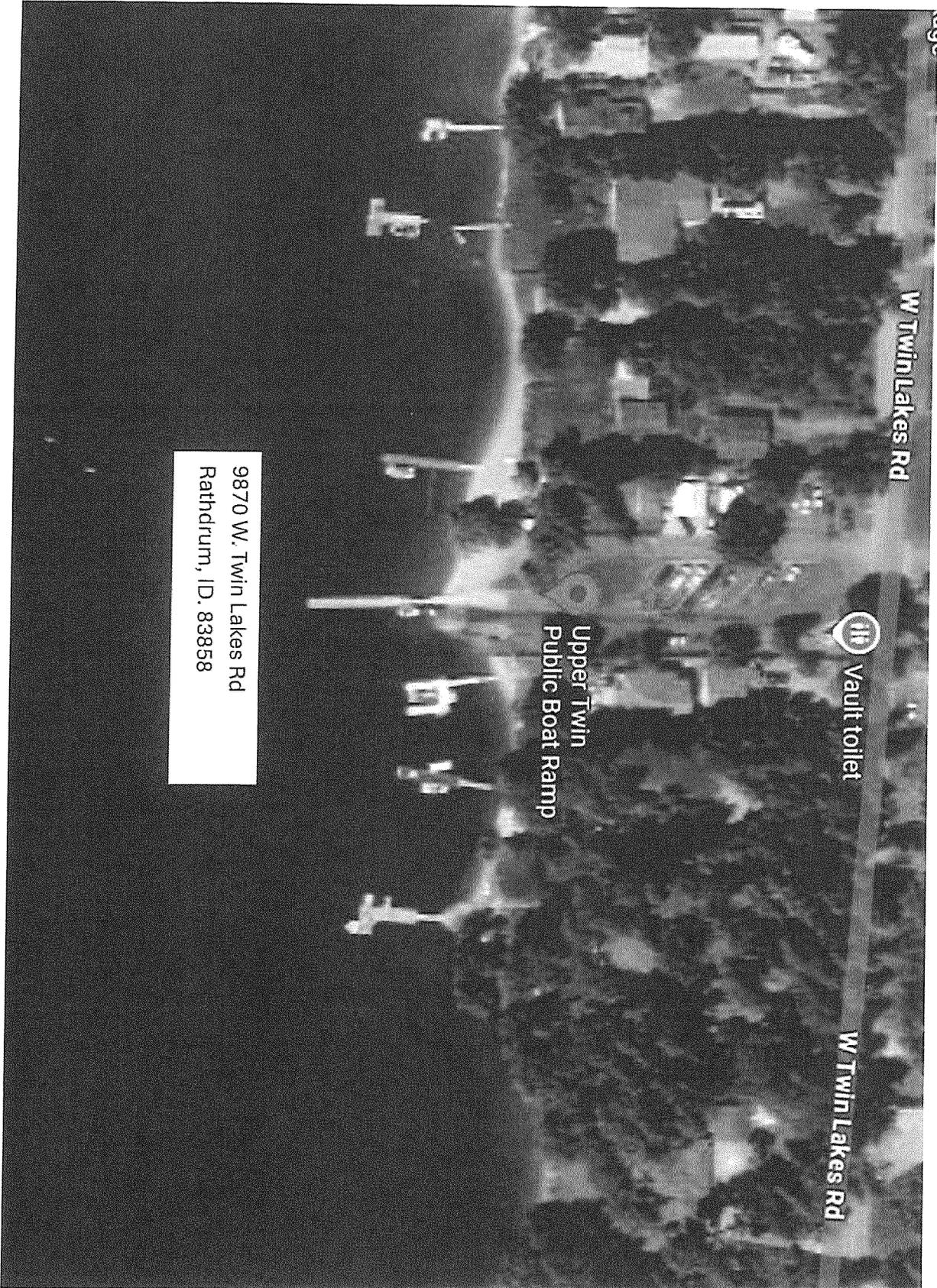
Sincerely,

A handwritten signature in black ink, appearing to read 'Jason Garvey'. The signature is fluid and cursive, with a long, sweeping tail on the 'y'.

Jason Garvey

-Estimator

EXHIBIT "B"



Certificate Prohibiting Contracts with China

The undersigned do hereby certify that the company contracted with hereby is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China, and that this contract complies with all of the requirements of Idaho Code 67-2359:

WESSLEY CONSTRUCTION

COMPANY NAME

[Signature]
AUTHORIZED SIGNATURE

Oct 8, 2024

DATE

KOOTENAI COUNTY BOARD OF COUNTY COMMISSIONERS:



WESSCON-02

BBORDEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/4/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 818 W Riverside Ave Ste 800 Spokane, WA 99201	CONTACT NAME: Brian Borden	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS: brian.borden@alliant.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Navigators Specialty Insurance Company		36056
INSURER B : Western National Mutual Insurance Company		15377
INSURER C : RSUI Indemnity Company		22314
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Wesslen Construction, Inc
5308 E Cataldo Ave
Spokane Valley, WA 99212

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: PPA Cap \$5,000,000	X		LA25CGLZ0DVSBIC	4/16/2025	4/16/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							WA ND STOP GAP	\$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CPP 1305641	4/16/2025	4/16/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			NHA606175	4/16/2025	4/16/2026	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	LA25CGLZ0DVSBIC	4/16/2025	4/16/2026	PER STATUTE <input checked="" type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Kootenai County Parks and Waterways

CERTIFICATE HOLDER

CANCELLATION

Kootenai County Parks and Waterways
10905 N Ramsey Rd
Hayden, ID 83835

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE