

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Loring Bemis, Facilities Maintenance Foreman

Agenda Date: May 23, 2011

Subject: Contract - Little & Little Construction

Statement of Issue:

The Courthouse ADA door modernization was approved in the Construction & Renovation budget for 2011. The contract will enable Little & Little Construction to install a new ADA door and refinish the existing door to maintain the historical appearance of the Courthouse ADA entrance.

Strategic Goals:

Will improve the effectiveness and efficiency of County government.

Analysis (Pro/Con):

Implementing the improvements will ensure the operational reliability of the ADA door and provide safety to patrons utilizing the ADA entrance.

Cost Benefit Analysis:

N/A

Alternatives:

N/A

Fiscal Impact:

Cost is within the current budget

Revenue Budget Line:	_____	Amount:	_____
Expenditure Budget Line:	<u>301-000-010</u>	<u>594,10.62</u>	Amount: <u>\$34,999.23</u>

Requested Action:

Approve and authorize the Board of County Commissioner Chairman to sign.

Reviewed By:


Philip Morley, County Administrator

SECTION 00500
CONTRACT FORM

CONTRACT

JEFFERSON COUNTY, WASHINGTON

THIS AGREEMENT, made and entered into this _____ day of _____, 2011, between the COUNTY OF JEFFERSON, acting through the Jefferson County Commissioners under and by virtue of Title 36, RCW, as amended and Little & Little Construction hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

1. The Contractor agrees to furnish all labor and equipment and do certain work, to-wit: that The Contractor herein will undertake and complete the following described work: **supply the labor, equipment and materials necessary to modernize the ADA doors at the Cass Street entry to the Jefferson County Courthouse located at 1820 Jefferson Street, Port Townsend, WA 98368.** for the total sum of thirty four thousand nine hundred ninety nine dollars and 23 cents (\$34,999.23) in accordance with and as described in the AIA Document A201 General Conditions of the Contract for Construction and the attached plans and specifications in the Project Manual which are by this reference incorporated herein and made a part hereof. The Contractor shall perform any alteration in or addition to the work provided in this contract and every part thereof.

The Contractor shall provide and be at the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof.

2. The County of Jefferson hereby promises and agrees with the Contractor to employ, and does employ the Contractor to furnish the goods and equipment described and to furnish the same according to the attached specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the condition provided for in this contract. The County further agrees to employ the Contractor to perform any alterations in or additions to the work provided for in this contract that may be ordered and to pay for the same under the terms of this contract and the attached specifications at the time and in the manner and upon the conditions provided for in this contract.

3. The Contractor for himself, and for his heirs, executor, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

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4. Prior to commencing work, the Contractor shall obtain at its own cost and expense the following insurance from companies licensed in the State with a Best's rating of no less than A: VII. The Contractor shall provide to the County Risk Manager certificates of insurance with original endorsements affecting insurance required by this clause prior to the commencement of work to be performed.

The insurance policies required shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the County Risk Manager by registered mail, return receipt requested, for all of the following stated insurance policies.

If any of the insurance requirements are not complied with at the renewal date of the insurance policy, payments to the Contractor shall be withheld until all such requirements have been met, or at the option of the County, the County may pay the renewal premium and withhold such payments from the moneys due The Contractor.

All notices shall name the Contractor and identify the agreement by contract number or some other form of identification necessary to inform the County of the particular contract affected.

A. Workers Compensation and Employers Liability Insurance. The Contractor shall procure and maintain for the life of the contract, Workers Compensation Insurance, including Employers Liability Coverage, in accordance with the laws of the State of Washington.

B. General Liability(1) - with a minimum limit per occurrence of one million dollars (\$1,000,000) and an aggregate of not less than two million dollars (\$2,000,000) for bodily injury, death and property damage unless otherwise specified in the contract specifications. This insurance coverage shall contain no limitations on the scope of the protection provided and indicate on the certificate of insurance the following coverage:

1. Broad Form Property Damage with no employee exclusion;
2. Personal Injury Liability, including extended bodily injury;
3. Broad Form Contractual/Commercial Liability including completed operations (contractors only);
4. Premises - Operations Liability (M&C);
5. Independent Contractors and Subcontractors; and
6. Blanket Contractual Liability.

(1)Note: The County shall be named as an additional insured party under this policy.

C. Automobile (2) - with a minimum limit per occurrence of \$1,000,000 for bodily injury, death and property damage unless otherwise specified in the contract specifications. This insurance shall indicate on the certificate of insurance the following coverage:

1. Owned automobiles;
2. Hired automobiles; and,
3. Non-owned automobiles.

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(2) Note: The County shall be named as an additional insured party under this policy.

Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of the contract by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention or The Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The Contractor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all of the requirements stated herein.

Failure of The Contractor to take out and/or maintain any required insurance shall not relieve The Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.

It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance. It is further agreed by the parties that insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above-described insurance policies shall be assumed by and be at the sole risk of The Contractor.

It is agreed by the parties that judgments for which the County may be liable, in excess of insured amounts provided herein, or any portion thereof, may be withheld from payment due, or to become due, to The Contractor until such time as The Contractor shall furnish additional security covering such judgment as may be determined by the County.

The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

5. The Contractor shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of the State of Washington and venue shall be in Jefferson County, WA.

The Contractor shall indemnify and hold the County, and its officers, employees, and agents harmless from and shall process and defend at its own expense, including all costs, attorney fees and expenses relating thereto, all claims, demands, or suits at law or equity arising in whole or in part, directly or indirectly, from the Contractor's negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require a Contractor to indemnify the County against and hold harmless the County from claims, demands or suits based solely upon the conduct of the County, its officers, employees and agents, and; provided further that if the claims or suits are caused by or result

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from the concurrent negligence of: (a) the Contractor's agents or employees; and, (b) the County, its officers, employees and agents, this indemnity provision with respect to claims or suits based upon such negligence, and/or the costs to the County of defending such claims and suits, etc., shall be valid and enforceable only to the extent of the Contractor's negligence, or the negligence of the Contractor's agents or employees.

Claims against the County shall include, but not be limited to assertions that the use and transfer of any software, book, document, report, film, tape, or sound reproduction of material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or an unlawful restraint of competition.

The Contractor specifically assumes potential liability for actions brought against the County by Contractor's employees, including all other persons engaged in the performance of any work or service required of the Contractor under this Agreement and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, Title 51 R.C.W. The Contractor recognizes that this waiver was specifically entered into pursuant to provisions of R.C.W. 4.24.115 and was subject of mutual negotiation.

Unless otherwise specified in the Agreement, the County shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental Agreement, the Contractor shall provide on-call assistance to the County during contract administration. By providing such assistance, the Contractor shall assume no responsibility for proper construction techniques, job site safety, or any construction Contractors failure to perform its work in accordance with contract documents.

6. The Contractor's relation to the County shall be at all times as an independent Contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, and any and all employees of the Contractor or other persons engaged in the performance of any work or service required of the Contractor under this Agreement shall be considered employees of the Contractor only and any claims that may arise on behalf of or against said employees shall be the sole obligation and responsibility of the Contractor.

7. The Contractor shall not sublet or assign any of the services covered by this contract without the express written consent of the County or its authorized representative. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.

8. Nothing in the foregoing clause shall prevent the County, at its option, from additionally requesting that The Contractor deliver to the County an executed bond as security for the faithful performance of this contract and for payment of all obligations of The Contractor.

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IN WITNESS WHEREOF, the Contractor has executed this instrument on the day and year first below written, and the Board of County Commissioners has caused this instrument to be executed by and in the name of said County of Jefferson the day and year first above written.

Executed by the Contractor: May 16th, 2011

Foregoing Contract
Approved and Ratified

_____, 2011

Little + Little Construction
Contractor

By: S. Alex Litz

LITTLCC157CS
State of Washington, Contractor Registration Number

SEAL

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

John Austin, Chairman

David Sullivan, Member

Phil Johnson, Member

Approved as to form only this 16th
day of MAY, 2011

David W. Albany
Prosecuting Attorney

Lorna Delaney, Clerk of the Board

END OF SECTION 00500

SECTION 00600
CONTRACT BOND FORM

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, of _____, as Principal, and _____, as Surety, are jointly and severally held and bound unto the COUNTY OF JEFFERSON, the penal sum of _____ Dollars (\$ _____), for the payment of which we jointly and severally bind ourselves, or heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that WHEREAS, on the ____ day of _____, A.D., 201____, the said _____, Principal herein, executed a certain contract with the County of Jefferson, by the terms, conditions and provisions of which contract the said _____, Principal herewith, agrees to furnish all materials and do certain work, to-wit: That the said Principal herein will undertake and complete the following described work: supply the labor, equipment and materials necessary to modernize the ADA doors at the Cass Street entry to the Jefferson County Courthouse located at 1820 Jefferson Street, Port Townsend in Jefferson County, Washington, as per maps, plans and specifications made a part of said contract, which contract as so executed, is hereunto attached, and is now referred to and by this reference is incorporated herein and made a part hereof as full for all purposes as if here set forth at length.

NOW THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said contract, in all respects and shall well and truly and fully do and perform all matters and things by the said Principal undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted, and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and shall in all respects faithfully perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect.

WITNESS our hands this ____ day of _____, 2011.

PRINCIPAL

By: _____

SURETY COMPANY

By: _____

By: _____

Attorney-in-fact

APPROVED AS TO FORM ONLY this
4th day of MAY, 2011.

David Abraham

Prosecuting Attorney

Address of local office and agent
of surety company:

END OF SECTION 00600

CONTRACTOR'S DECLARATION OF OPTION FOR CONTRACTS FOR LESS THAN \$35,000

A. A Contract Bond will be provided as required.

Date _____ Signed _____

B. In lieu of providing a Contract Bond, the County will withhold 50% of the Contract amount.

Date 05/16/11 Signed S. Alex Litz

SECTION 00650
MANAGEMENT OF STATUTORY RETAINED PERCENTAGE

CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT OF
STATUTORY RETAINED PERCENTAGE

A. I hereby elect to have the retained percentage of this contract held in a fund by the Owner until (60) sixty day following final acceptance of the work.

Date: _____ Signed: _____

B. I hereby elect to have the Owner deposit the retained percentage of this contract in an interest bearing account, not subject to withdrawal until after final acceptance of the work.

Date: 05/16/11 Signed: S. Alex Litz

C. I hereby elect to have the Owner invest the retained percentage of this contract from time to time as such retained percentage accrues.

I hereby designate _____ as the repository for the escrow of said funds.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The Owner shall not be liable in any way for any cost or fees in connection therewith.

END OF SECTION 00650