


Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Frank Gifford, Public Works Director 

Agenda Date: September 17, 2012

Subject: Hoh Shop Equipment Shed Project-Electrical Improvements
Execution of Contract for Construction
County Project No.: 180 543 1858

Statement of Issue:

Execution of the Contract for Construction with Angeles Electric for the Hoh Shop Equipment Shed Project-Electrical. This Contract will provide Electrical Construction Services for this project.

Analysis/Strategic Goals/Pro's & Con's:

The Bid due date was August 23, 2012. The Award has been made to Angeles Electric, the lowest responsive and responsible bidder.

Fiscal Impact/Cost Benefit Analysis:

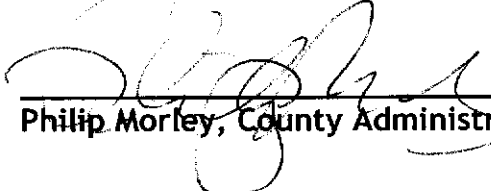
The Engineer's estimate for this work is \$40,766.00 including WSST. The low bidder is Angeles Electric for the contract amount of \$37,016.40 including WSST. This project is funded through local funds.

Recommendation:

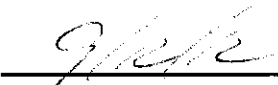
We recommend that this Contract for Electrical improvement be signed by the BoCC. Please sign and return two originals to Public Works, retaining one original for your records.

Department Contact: Gordon D. Ramstrom, Architectural Projects Planner, 385-9160

Reviewed By:



Philip Morley, County Administrator



Date

CONTRACT

JEFFERSON COUNTY, WASHINGTON

THIS AGREEMENT, made and entered into this _____ day of _____, 2012, between the COUNTY OF JEFFERSON, acting through the Jefferson County Commissioners and the Director of Public Works under and by virtue of Title 36, RCW, as amended and Angeles Electric Inc. of Port Angeles, WA, 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: **To provide all materials, equipment and labor required for electrical improvements at the Jefferson County Public Works Hoh Road Shop. The work includes a lighting retrofit to the existing Hoh Shop building, lighting and power installation at the new post framed Equipment Shed, and a new underground electrical service**

for the total sum of Thirty-seven thousand, sixteen dollars, and 40 cents (\$37,016.40) in accordance with and as described in the attached plans and specifications and in the AIA Document A201 2007 'General Conditions of the Contract for Construction' 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.

1. The Contractor shall complete the described work as follows: The Notice to Proceed date will be within one week of the execution of this contract. All work shall be completed within Thirty-five (35) working days of Notice to Proceed.

The Contractor shall provide and bear 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.

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.

(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 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.

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.

For contracts of \$35,000 or less, the County and the Contractor may agree that in-lieu of the Bond, the County will withhold 50% of the Contract amount in accordance with RCW 39.08.010. The Contractor will indicate this option on Exhibit A.

9. The Contractor will declare management option of the statutory retained percentage on 006500.

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 Sept. 6th, 2012

Contractor: ANGELES ELECTRIC, INC.
(Please print)

By: KENNETH E. SIMPSON
(Please print)

Kenneth E. Simpson
(Signature)

ANGELEI 460 RS
State of Washington, Contractor Registration Number

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

John Austin, Chair

Phil Johnson, Member

David W. Sullivan, Member

Approved as to form only this 13th
day of AUGUST, 2012.

David Alvarez
David Alvarez
Deputy Prosecuting Attorney

(for) 9/6/12
Frank Gifford Date
Public Works Director



Performance Bond

**Contractors Bonding
and Insurance Company**
1213 Valley Street
P.O. Box 9271
Seattle, WA 98109-0271
*For the CBIC branch
nearest you, call Toll Free*
(888) 283-2242
(888) 293-2242 FAX

Bond Number: CSB0003502 Premium: _____

Know All Persons By These Presents, That we, ANGELES ELECTRIC INC.,
called the Principal, and **Contractors Bonding and Insurance Company**, a Washington corporation, called the Surety, are held and firmly bound
unto, JEFFESON COUNTY DEPT. OF PUBLIC WORKS,
called the Obligee, in the sum of THIRTYSEVEN THOUSAND SIXTEEN DOLLARS AND 40 CENTS
Dollars (\$ 37,016.40) for the payment whereof said Principal and Surety bind themselves firmly by these presents.

Whereas, the Principal has entered into a contract with the Obligee, dated _____, for
HOH ROAD SHOP EQUIPMENT SHED PROJECT-ELECTRICAL IMPROVEMENTS COUNTY PROJECT #180 543 1858 ("Contract").

Now, Therefore, the condition of this obligation is such that if the Principal shall promptly and faithfully perform the construction work to be
done under the Contract and shall promptly make payment to all Claimants, as hereinafter defined, for all labor and material used, consumed or
incorporated in the performance of the Contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

Whenever Principal shall be, and be declared by Obligee to be in default under the Contract for failing to perform the construction work, the
Obligee having performed Obligee's obligations thereunder, Surety shall, within a reasonable time:

1. Upon entering into an acceptable takeover agreement with the Obligee, undertake to perform and complete the construction work to be done under the Contract; or
2. Obtain bids or negotiated proposals from qualified contractors for completion of the construction work to be done under the Contract, and arrange for a contract to be prepared for execution by the Obligee and the contractor, to be secured with performance and payment bonds executed by a qualified surety; or
3. Waive its right to perform and complete, arrange for completion, or obtain a new contractor.
4. The Contract balance, as defined below, shall be credited against the reasonable cost of completing the construction work to be performed under the Contract. If completed by the Obligee pursuant to paragraphs 2 or 3 above, and the reasonable cost exceeds the Contract balance, the Surety shall pay to the Obligee such excess, but in no event shall the aggregate liability of the Surety exceed the amount of this bond. If the Surety completes the work pursuant to paragraph 1 above, that portion of the Contract balance as may be required to complete the construction work to be done under the Contract and to reimburse the Surety for its outlays shall be paid to the Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the Contract; provided, however, that to the extent that the Surety's outlays exceed the balance of the Contract price paid to Surety by Obligee, the Surety shall be entitled to a dollar for dollar reduction of its liability under this bond, and the Surety's aggregate liability shall not exceed the penal sum of this bond. The term "Contract balance," as used in the paragraph, shall mean the total amount payable by Obligee under the Contract and any amendments thereto, less the amounts heretofore properly paid by Obligee under the Contract. The term "construction work" as used herein shall mean the providing by the Principal of all labor and/or material necessary to complete the Principal's scope of work under the Contract. Notwithstanding any language in the Contract to the contrary, the Surety shall not be liable to the Obligee or others for obligations of the Principal that are unrelated to the performance of the construction work under the Contract, and the Contract balance shall not be reduced or set off on account of any such unrelated obligations, nor for any related obligations that would not be covered under this bond.
5. Any suit by the Obligee under this bond must be instituted before the earlier of: (a) the expiration of one year from the date of substantial completion of the work, or (b) one year after the Principal ceased performing the construction work under the Contract. If this bond is provided to comply with public works bond statutes in the location where the construction work is being performed, and the public works bond statutes contain a statute of limitations for suits on the performance bond, then the limitation period set forth herein shall be read out of this bond and the statute of limitation set forth in the public works bond statutes shall be read into this bond. If the limitation set forth in this bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

6. No suit or action shall be commenced hereunder other than in a court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
7. This bond shall not be liable for any liability of the Principal for tortious acts, whether or not said liability is direct or is imposed by the Contract, and shall not serve as or be a substitute for or supplemental to any liability or other insurance required by the Contract. No right of action shall accrue on this bond to or for the use of any person other than the named Obligee.
8. If this bond is provided to comply with a statutory or other legal requirement for performing construction contracts for public owners in the location where the construction work is being performed, all provisions in the bond which are in addition to or differ from those statutory or legal requirements shall be read out of this bond, and all pertinent statutes and other legal requirements shall be read into the bond.

Signed and sealed this 6TH day of SEPTEMBER, 2012.

ANGELES ELECTRIC INC.

(Principal's name)

By: *Kenneth E. Egan*

Its: *Vice President*

Contractors Bonding and Insurance Company

By: *Wendy F. Dailey*

WENDY F. DAILEY, Attorney-in-fact



Contractors Bonding and Insurance Company
 1213 Valley Street
 P.O. Box 9271
 Seattle, WA 98109-0271

POWER OF ATTORNEY

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **Contractors Bonding and Insurance Company**, a Washington corporation, does hereby make, constitute and appoint:
Wendy F. Dailey, Rhonda M. Byers, Brian A. Edgren, Deana M. McIntyre, Richard G. Hecker, jointly or severally

in the City of Sequim, State of Washington its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million and 00/100
 Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **Contractors Bonding and Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **Contractors Bonding and Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, the **Contractors Bonding and Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 7th day of May, 2012.

State of Washington }
 County of King } SS



Contractors Bonding and Insurance Company

Roy C. Die Vice President

On this 7th day of May, 2012, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

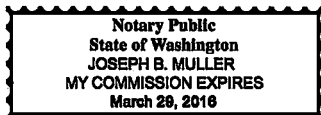
CERTIFICATE

I, the undersigned officer of **Contractors Bonding and Insurance Company**, a stock corporation of the State of Washington, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **Contractors Bonding and Insurance Company** this _____ day of _____.

Joseph B. Muller
 Joseph B. Muller Notary Public

Contractors Bonding and Insurance Company

Roy C. Die Vice President



SECTION 000420
DEBARMENT CERTIFICATE

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Contractor certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation.

ANGELES ELECTRIC, INC.

Name of Contractor (Please print)

KENNETH E. SIMPSON - VICE PRESIDENT

Name and Title of Authorized Representative (Please print)

Kenneth E. Simpson

September 10, 2012

Signature of Authorize Representative

I am unable to certify to the above statement. An explanation is attached.

END OF SECTION 000420