

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, Public Works Director/County Engineer 

Agenda Date: October 23, 2023

Subject: Contract for Oak Bay Campsite Electrical Installation

Statement of Issue:

A contract to install electrical service in 11 additional campsites and the new camp-host site in Upper Oak Bay Campground is ready for approval. Barring any unforeseen circumstances, the project should begin after the campground closes on November 1, 2023 and be completed by December 15, 2023.

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

The new camp-host site is in a more strategic location and will include a larger gravel pad, electrical service, and water. This site will help attract qualified camp-hosts and improve supervision. Upper Oak Bay Campground is the best and most popular in the county park system. Campsites with electrical services are in high demand. There are currently 10 sites with electrical service. This investment will more than double that. The project will both (1) help meet the needs of the community and (2) increase campground revenue.

Fiscal Impact/Cost Benefit Analysis:

The total project value is \$97,391. The installation contract value is \$78,687. The project is funded by existing capital improvement funds of \$24,881 and additional capital improvement funds of \$72,510 allocated on 10/9/23. It is estimated that new electrical service in 11 sites, combined with the new camp-host site will increase campground revenue by \$12,000 annually.

Recommendation:

Approve the agreement and return two copies to Public Works.

Department Contact:

Matt Tyler. 385-9129

Reviewed By:


Mark McCauley, County Administrator

Date

10/18/23

CONTRACT
JEFFERSON COUNTY, WASHINGTON

THIS AGREEMENT, made and entered into this 23rd day of October, 2023, between the COUNTY OF JEFFERSON, acting through the Jefferson County Commissioners and the Director of Public Works under and by virtue of Title 36, R.C.W, as amended and Henden Electric Inc, 26124 Calvary Lane, Kingston, 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:

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: provide and install (1) 320A meter base with (2) 200A 240V 8 space rain tight panels; (12) new campsite electrical pedestals; empty conduit to landscape junction box for future septic; empty conduit to landscape junction box across camp road; and 3" conduit from panel to utility pole; at Upper Oak Bay County Campground, 290 Cleveland St, Port Hadlock WA; for the total sum of Seventy Eight Thousand Six Hundred and Eight Seven Dollars and 10 Cents (\$78,687.10), in accordance with and as described in the attached plans and specifications and current Washington State electrical laws (RCW 19.28). The Contractor shall perform any alteration in or addition to the work provided in this contract and every part thereof.

The Contractor shall complete the described work as follows: within 30 calendar days after the Notice to Proceed to the point of Substantial Completion.

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. 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.

Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Contractor must provide in order to comply with this Agreement.

If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Contractor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Contractor to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of this Agreement.

The County may, upon the Contractor's failure to comply with all provisions of this contract relating to insurance, withhold payment or compensation that would otherwise be due to the Contractor.

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 defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers (and their marital communities) harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, agents and volunteers (and their marital communities) the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence.

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.

The provisions of this section shall survive the expiration or termination of this Agreement.

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 \$150,000 or less, the County and the Contractor may agree that in-lieu of the Contract Bond; the County will withhold 10% of the Contract amount in accordance with R.C.W 39.08.010. If applicable, the Contractor will indicate this option on **Exhibit D**.

9. The Contractor will declare a management option of the statutory retained percentage on **Exhibit E**.

____ **Limited Small Works Project per RCW 39.04.155(3): Performance Bond and Retainage Waived**

INDEX OF EXHIBITS

- ____ **Exhibit A:** Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- ____ **Exhibit B:** Certification of Compliance with Wage Payment Statues
- ____ **Exhibit C:** Contract Bond, Jefferson County, Washington
- ____ **Exhibit D:** Contractor's Declaration of Option for Contracts for Less Than \$150,000
- ____ **Exhibit E:** Contractor's Declaration of Option for Management of Statutory Retained Percentage

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 October 17, 2023

Contractor:

Henden Electric Inc.
(Please print)

By: D. Scott Henden
(Please Print)

D Scott Henden
(Signature)

HEHDEE11002
State of Washington, Contractor Registration Number

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

Kate Dean, District 1

Heidi Eisenhower, District 2

Greg Brotherton, District 3

Approved as to form only:

P.C. Hunsucker

10/16/2023

Philip C. Hunsucker
Chief Civil Deputy Prosecutor

Date

Monte Reinders
Public Works Director/County Engineer

Date

10/18/23

EXHIBIT A
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.

Henden Electric Inc
Name of Contractor (Please print)

D. Scott Henden, President
Name and Title of Authorized Representative (Please print)

D. Scott Henden
Signature of Authorize Representative

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

EXHIBIT B
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

The undersigned bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date of August 30, 2023, the bidder is not a "willful" violator, as defined in RCW 49.48.082, or any of the provisions of chapters 49.46, 49.48, or 49.52 RCW as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

Henden Electric Inc
Bidder's Business Name

D Scott Henden
Signature of Authorized Official*

D Scott Henden
Printed Name

President
Title

10/17/23
Date

Kingston
City

WA
State

Check One:

Sole Proprietorship ☐

Partnership ☐

Joint Venture ☐

Corporation ☒

State of Incorporation, or if not a corporation, State where business entity was formed: WA

N/A
If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

EXHIBIT C

CONTRACT BOND, JEFFERSON COUNTY, WASHINGTON

KNOW ALL MEN BY THESE PRESENT:

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., 2023, 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:

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 _____, _____

PRINCIPAL

SURETY COMPANY

By: _____

By: _____

By: _____

Attorney-in-fact

Address of local office and agent of surety company:

EXHIBIT D

**CONTRACTOR'S DECLARATION OF OPTION FOR
CONTRACTS FOR LESS THAN \$150,000**

A. A Contract Bond will be provided as required.

Date _____ Signed _____

B. In lieu of providing a Contract Bond, the County will withhold 10% of the Contract amount.

Date 10/17/23 Signed D. Lopez-Vendler

EXHIBIT E

CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT

OF STATUTORY RETAINED PERCENTAGE

D. I hereby elect to have the retained percentage of this contract held in a fund by the Owner until (30) days following final acceptance of the work.

Date 10/17/23 Signed D. Scott Henderson

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 _____ Signed _____

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 costs or fees in connection therewith.

Date _____ Signed _____

D. I hereby elect to provide a Retainage Bond in accordance with R.C.W 60.28.011.

Date _____ Signed _____

EXHIBIT F

SCOPE OF WORK, PLANS AND SPECIFICATIONS

Scope of Work

County

1. County to verify location of new pedestals and service and mark with stake and flag. Pedestals are designed for direct burial in soil. If concrete housekeeping pad desired, county to provide.
2. County to be responsible for PUD fees and coordinating energizing new service.

Electrical

1. Provide and install (1) 320A meter base with (2) 200A 240V 8 space rain tight panels.
2. Provide and install (12) RV pedestals with circuits and wire sizes in accordance with pages E-1 and E-2 of electrical drawings dated 14 Aug 23, and specifications below.
3. Provide and install empty 1-1/2" conduit from Panel B to landscape junction box at playground per plan for alternative septic location.
4. Provide and install empty 1" PVC conduit from Panel A across road to landscape junction box for future circuits.

Excavation

1. Provide excavation for above electrical in accordance with pages E-1, and E-2 of electrical drawings dated 14 Aug 23, and specifications below.
2. Provide and install (1) 3" PVC conduit with pull string in accordance with pages E-1 and E-2 of electrical drawings dated 14 Aug 23, and specifications below.

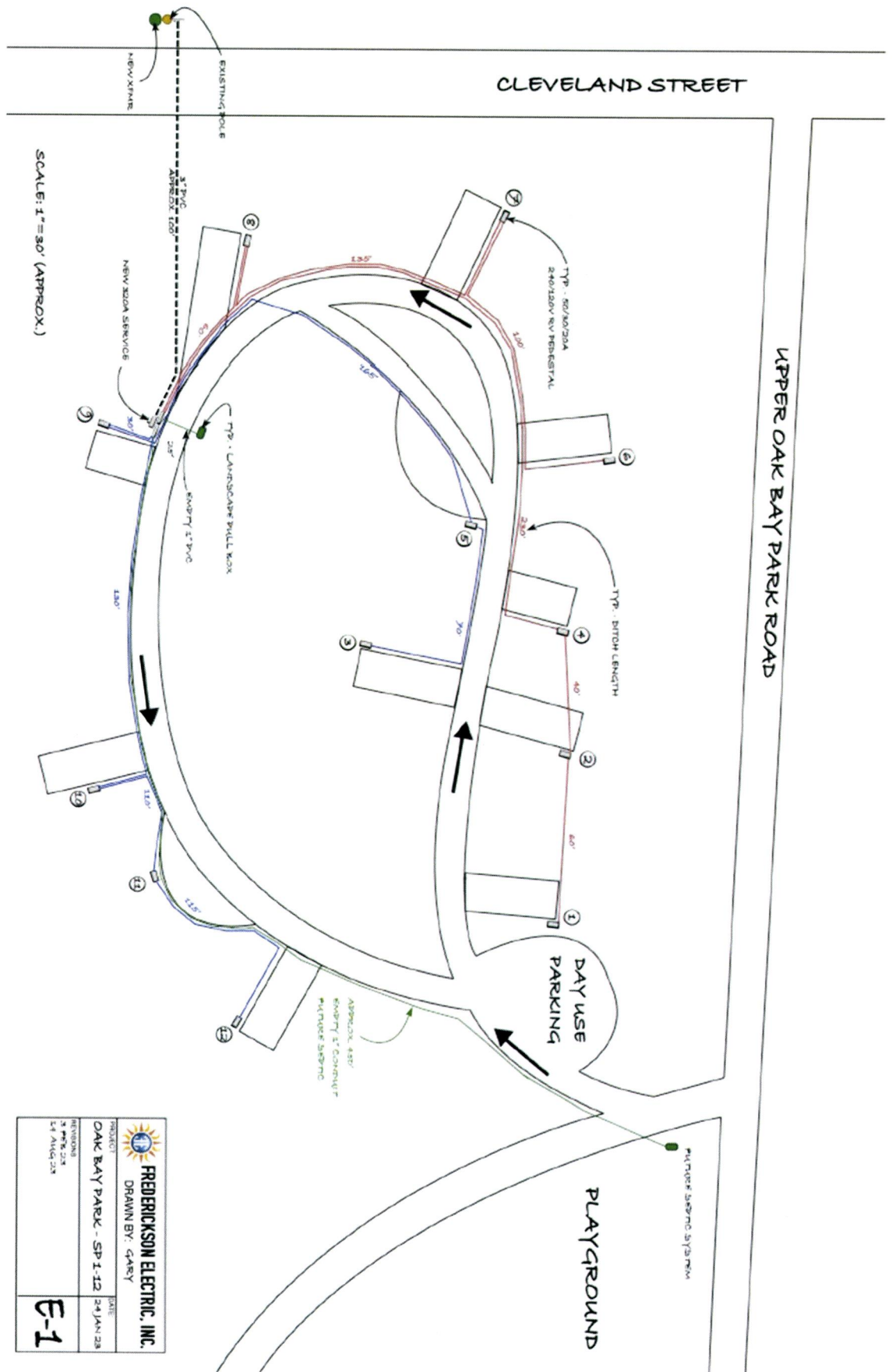
Specifications

Electrical

1. Scale on plans not verified for accuracy. Electrical Contractor to field verify conduit lengths along proposed ditching paths prior to submitting bid.
2. Service to be Milbank U3548-X 320A Meter Base and (2) Cutler Hammer rain tight 200A, 8 space panels or equal.
3. RV pedestals to be Midwest U075CP6010 with 50A, 30A RV receptacles and 20A GFI receptacle or equal.
4. Wire size to pedestals to be 4/0 Al URD quad or 1/0 URD triplex with individual ground or equal, depending on voltage drop. See sheet E-2. Conduit to be sized, provided and installed according to corresponding wire size.
5. Pedestals to be temporarily braced plumb.
6. Electrical Contractor to provide first 3" PVC conduit and first 90 degree sweep from service.
7. Electrical Contractor to obtain electrical permit prior to commencement of work.
8. Electrical Contractor to provide required labelling of all equipment.

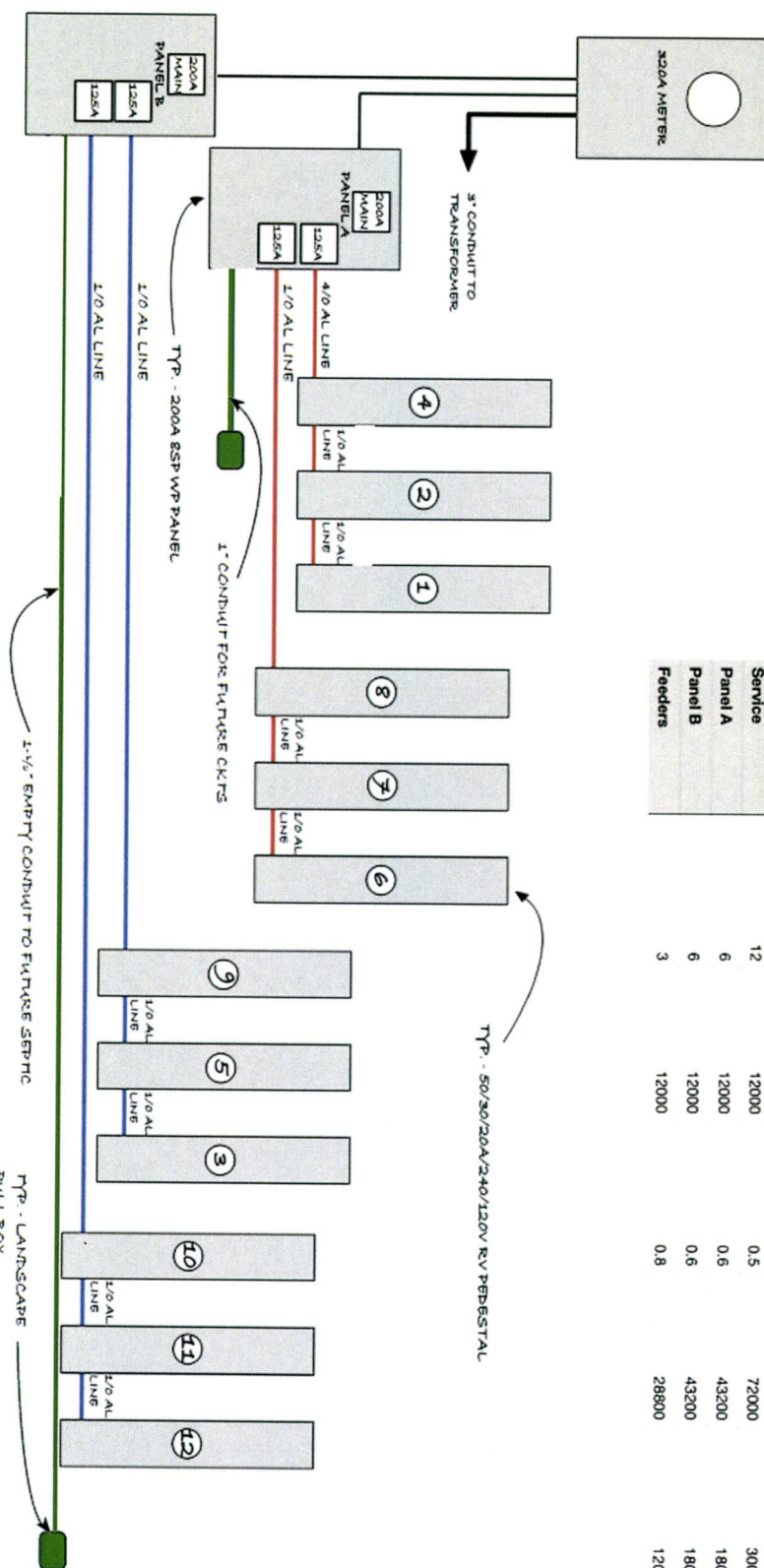
Excavation

1. Scale on plans not verified for accuracy. Excavation Contractor to field verify ditch lengths prior to submitting bid.
2. Excavation Contractor to coordinate location of existing utilities.
3. Secondary conduit ditch to be in accordance with PUD drawing UR2.
4. Pedestal conduit ditch to be 20" deep, except where crossing road, where it will be 24" deep to top of conduit.
5. Excavation Contractor to provide and install 3" PVC conduit, 90 degree sweep, and 10' additional conduit at transformer pole and install pull string.
6. Excavation Contractor to ensure pedestals remain plumb after backfill.



 FREDERICKSON ELECTRIC, INC. DRAWN BY: GARY	
PROJECT	DATE
OAK BAY PARK - SP 1-12	24 JAN 28
REVISIONS	
1 27 JUL 28	
2 4 AUG 28	
E-1	

Load Calculations					
	# of units	551.73 (A) Basis	Demand Factor	Total VA	Total Amps
Service	12	12000	0.5	72000	300
Panel A	6	12000	0.6	43200	180
Panel B	6	12000	0.6	43200	180
Feeders	3	12000	0.8	28800	120



LINE DRAWING

 FREDERICKSON ELECTRIC, INC. DRAWN BY: GARY	
PROJECT: OAK BAY PARK	DATE: 29 JAN 2011
REVISIONS: 3 F61 14 A1	