

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: December 9, 2024

Subject: Courthouse and Irondale Parks Basketball Court Resurfacing

Statement of Issue:

Public Works was awarded a two-year Local Parks Deferred Maintenance Grant (LPM) from the Recreation and Conservation Office (RCO). The first year (2024) of the grant was used to replace 22 campground picnic tables, professionally clean the roofs and buildings at HJ Carroll Park, and purchase two heavy-duty pressure washers. The second year (2025) will be used to resurface the court area and replace the goals of the basketball courts at Courthouse Park and Irondale Community Park. The contract to resurface the basketball courts is ready for BoCC Approval.

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

The Capital Improvement Plan adopted in the 2022 Parks & Recreation Comprehensive Plan lists 147 projects valued at \$6,643,000. Forty-three of those projects, valued at \$3,868,000, are classified as deferred maintenance. Resurfacing the basketball courts will make them look great, protect them, and make them last longer. The lifespan of the re-surfacing is 10 to 15 years.

Fiscal Impact/Cost Benefit Analysis:

The total grant value over both years is \$82,823 (Year 1 = \$41,372 & Year 2 = \$41,451). The LPM grant program does not require matching funds. The resurfacing contract is for \$38,612.83 and will be entirely covered by the grant. The parks and recreation manager is the project manager.

Recommendation:

Sign three copies of the contract to re-surface the basketball courts and return two to Public Works.

Department Contact:

Matt Tyler. 385-9129

Reviewed By:


Mark McCauley, County Administrator

Date


12/4/24

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Agate Asphalt/New Line Striping

Contract No:

PW 2024-140

Contract For: Basketball Court Resurfacing

Term: December 9, 2025 to June 30, 2025

COUNTY DEPARTMENT: Public Works, Parks and Recreation

Contact Person: Matt Tyler

Contact Phone: 360-385-9129

Contact email: mtyler@co.jefferson.wa.us

AMOUNT: \$38,612.83

Revenue: \$41,451

Expenditure: \$38,612.82

Matching Funds Required: \$0.00

Sources(s) of Matching Funds N/A

Fund # 175

Munis Org/Obj 59476/63000

PROCESS:

- ☐ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☒ Small Works Roster
- ☐ Vendor List Bid
- ☐ RFP or RFQ
- ☐ Other: _____

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐ Matthew L. Tyler
Signature

11/15/24
Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐ Matthew L. Tyler
Signature

11/15/24
Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

✓ Electronically approved by Risk Management on 11/21/2024.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

✓ Electronically approved as to form by PAO on 11/21/2024.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

CONTRACT
JEFFERSON COUNTY, WASHINGTON

THIS AGREEMENT, made and entered into this _____ day of _____, _____, 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 Clayton Hallum of Agate Asphalt/New-Line Striping 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:

Re-surface two basketball courts: (1) Courthouse County Park Court, and (2) Irondale Community Park Court. The scope of work is: prepare courts, repair cracks, fill depressions, prime concrete (Irondale Community Park Only), apply re-surfacer, apply two color coats, & apply lines. Complete details are provided in the Scope of Work, Specifications included with this contract.

for the total sum of Thirty eight thousand six hundred & twelve \$ 83/cents dollars (\$ 38,612.83) in accordance with and as described in the attached plans and specifications and in the AIA Document A201 2017 '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.

The Contractor shall complete the described work as follows: within (60) 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 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.

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 the 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 Statutes



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 November 25, 2024

Contractor:

Clayton Hallum

(Please print)

By: Clayton Hallum
(Please print)

Clayton Hallum
(Signature)

AGATEAE85305

State of Washington, Contractor Registration Number

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

Kate Dean, District 1

Heidi Eisenhour, District 2

Greg Brotherton, District 3

Approved as to form only:

Philip C. Hunsucker for 11/21/2024
Philip C. Hunsucker Date
Chief Civil Deputy Prosecutor

Monte Reinders, P.E. 12.1.24
Monte Reinders, P.E. Date
Public Works Director/County Engineer

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.

Clayton Hallum

Name of Contractor (*Please print*)

Clayton Hallum President

Name and Title of Authorized Representative (*Please print*)

Signature of Authorize Representative

☐

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

EXHIBIT B

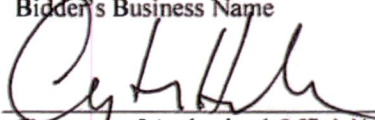
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

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 11/25/2024, 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.

Clayton Hallum

Bidder's Business Name


Signature of Authorized Official*

Clayton Hallum
Printed Name

President
Title

11/25/24
Date

Poulsbo
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:

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
Scope of Work & Specifications
Irondale Community Park Basketball Court
61 Alma St., Port Hadlock, Washington

General Description

A concrete pad that has never been coated, measuring 78' x 58', containing one basketball court measuring 74' x 54'. The court has two main goals for full court play, and two goals on the sides. The court is made of concrete that has never been surfaced. The court has some old, faint basketball lines painted on it.

Concrete Repairs and Preparation

1. There is a 58' long concrete expansion joint bisecting the width of the court, and an approximately 90-foot-long crack running lengthwise. Repair both of these cracks using RiteWay Crack Repair System.
2. There are minor cracks around the goal post foundations and throughout the courts that may need to be filled with NOVACAULK, or may need to be repaired with RiteWay Crack Repair System at the discretion of the contractor.
3. Thoroughly clean the surface using a high-pressure power washer. Remove any loose or flaky coating (including the faint basketball lines) with a power washer and or a scraper.
4. Remove mildew, mold, or fungus with a solution of 1 cup HTH or similar chlorine to 1-gallon hot water. Scrub vigorously with a brush the flush completely with clean water.
5. Flood the court allow it to drain for one hour. If there is any remaining water that covers a 5-cent coin (a nickel), then outline it with chalk and fill it with a concrete repair mix.
6. Apply one coat of NOVA WATER BASED EPOXY FOR CONCRETE. Epoxy is specified because it is not known if the slab has a vapor barrier.

Color Coats and Lines

1. Within 72 hours of applying NOVA WATER BASED EPOXY FOR CONCRETE, apply NOVAPLAY BASE COAT RESURFACER, and two coats of NOVAPLAY COLOR COATING SYSTEM.
2. The color scheme is detailed in the specifications on Page 7.
3. Prepare lines using SEAL-A-LINE, and paint lines using NOVALINE LINE PAINT.
4. Apply basketball lines for the full-sized court as shown in the attached diagram.
5. The four side practices goals will not be painted with a key or a 3-point line. The only line that will be painted on the four side practice goals is a 3' wide free throw line located 15' from the face of the backstop. The contractor will need to use a plumb bob to locate the face of the backboard on the surface of the court.

Specifications

Product Specifications

1. RiteWay Crack Repair system is specified.
2. Nova Sports USA products are specified throughout the scope of work.
3. Installation of all products must follow the manufacturers specifications and instructions.

Court Layout and Color Specifications

Standard high school basketball court. Add 3' wide free throw lines 15' from backstop for the side courts.

All lines are white.

Color Scheme: Courthouse Park: NOVA Red (keys & free throw circle, center circle, and border), and NOVA Grass Green (everywhere else)

Irondale Community Park: NOVA Stadium Blue (keys & free throw circle, center circle, & border), and Grass Green (everywhere else)

