

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, P.E., Public Works Director/County Engineer 

Agenda Date: February 12, 2024

Subject: Change Order No. 7, Phase 1 - Site Prep., Earthwork and Service Utilities for the Port Hadlock Sewer, Project No. 405-2114-0, Commerce Project No. 22-96515-026

Statement of Issue: Change Order No. 7 with Seton Construction of Port Townsend, Washington.

Analysis/Strategic Goals/Pro's & Con's: This change order includes increase in cost for the re-alignment of an existing water main under the new wastewater treatment plant access road; installation of 2-inch side sewer; and credits for existing bid items related to the water line realignment and reduction in linear footage of new influent HDPE pipe. The change order also includes pavement of Lopeman Rd. for approx. 300-ft, which will improve the roadway (turning radius, etc.) to support traffic to the wastewater treatment plant.

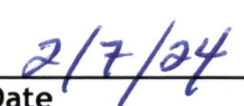
Fiscal Impact/Cost Benefit Analysis: The amount for Change Order No. 7 is \$49,905.14. The contract amount will increase from \$1,900,952.70 to \$1,950,857.84. NOTE, the cost includes 9.1% sales tax. The project is funded at 100% by the Department of Commerce.

Recommendation: Public Works recommends that the Board authorize Change Order No. 7 with Seton Construction, and return one original to Public Works for further processing.

Department Contact: Samantha Harper, P.E., Project Manager, 385-9175.

Reviewed By:


Mark McCauley, County Administrator


Date

Sheet 1 of 2 Date: 1/31/2024	JEFFERSON COUNTY DEPARTMENT OF PUBLIC WORKS CHANGE ORDER	Change 7 Order No.
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Ordered by County Engineer under terms of ☒ Section 1 - 04. 4 of the Standard Specifications ☐ Change proposed by Contractor	Contract No. 405-2114-0 To: Seton Construction 4640 S. Discovery Rd. Port Townsend, WA 98368
Endorsed by: SETON CONSTRUCTION, INC. Signature PRESIDENT Contractor Firm Name 2/5/24 Date	Project Title Phase 1 - Site Prep., Earthwork, and Service Utilities for the PH Sewer
Consent given by Surety: (when required) By: _____ Attorney-in-fact Date	

You are ordered to perform the following described work upon receipt of an approved copy of this change order:

The changes under this change order was to realign and existing water main to provide the required material coverage (i.e. distance between the roadway and top of water main pipe); installation of 2-inch side sewer; credits for exisiting bid items due to existing water line realignment and reduction in linear footage of new influent HDPE pipe.

Also included is the repaving of Lopeman Rd., from the new access road to the wastewater treatment plant and the access road to the infiltration facility. This work is being done to upgraded quality and provide a solid road for approximately 300-ft to construction traffic and future vehiluar traffic to the wastewater treatment plant.

All work materials and measurement to be in accordance with the provisions of the standard specifications and special provisions for the type of construction involved.

ORIGINAL CONTRACT AMOUNT (incl. 9.1% sales tax)	CURRENT CONTRACT AMOUNT (incl. 9.1% sales tax)	ESTIMATED NET CHANGE THIS ORDER (incl. 9.1% sales tax)	ESTIMATED CONTRACT TOTAL AFTER CHANGE (incl. 9.1% sales tax)	
\$ 1,243,245.78	\$ 1,900,952.70	\$49,905.14	\$ 1,950,857.84	
ORIGINAL CONTRACT TIME	CURRENT CONTRACT TIME	CONTRACT TIME CHANGE (Add/Del)	NEW CONTRACT TIME	
100	147	7	154	

APPROVAL RECOMMENDED ☒ Project Manager 2/5/24 Date	APPROVAL RECOMMENDED ☐ County Engineer 2.5.24 Date
APPROVAL RECOMMENDED ☐ Engineering Services Manager Date	APPROVED ☐ Chair, Jefferson County Commissioners Date



		JEFFERSON COUNTY			Contract No	405-2114-0
Sheet 2 of 2	DEPARTMENT OF PUBLIC WORKS					
					Change	
Date: 1/31/2024	CHANGE ORDER ESTIMATE				Order No.	7
					ESTIMATED	ESTIMATED
ITEM NO.	DESCRIPTION		UNIT MEASURE	UNIT PRICE	QUANTITY CHANGE	AMOUNT CHANGE
NEW ITEMS						
OCR 6/COP 7	Waterline Realignment and 10-inch DIP Spool Piece		LS	\$17,613.40	1	\$17,613.40
OCR 6/COP 7	2" HDPE (Shold/Cotton)		LS	\$6,140.17	1	\$6,140.17
Weekly Construction Meeting Discussion	Lopeman Rd - Roadway Ex. And Asphalt Removal		LS	\$15,044.00	1	\$15,044.00
					New Item Total	\$38,797.57
EXISTING ITEMS DELETED QUANTITIES						
14	Tapping Sleeve and Valve Assembly 6-Inch (OCR No. 6/COP No. 7)		EA	\$5,900.00	-1	(\$5,900.00)
19	HDPE Pressure Sewer Pipe 6-inch Diameter DR 11 - OCR No. 1R/COP No. 8		LF	\$39.00	-175	(\$6,825.00)
					Existing Items Deleted Quantities Total	(\$12,725.00)
EXISTING ITEMS ADDED QUANTITIES						
28	Crushed Surfacing Base Course		TON	\$ 30.00	225	\$6,750.00
30	Commerical HMA		TON	\$ 152.00	85	\$12,920.00
					Existing Items Added Quantities Total	\$19,670.00
					ESTIMATED NET CHANGE SUBTOTAL:	\$45,742.57
					9.1% Sales Tax	\$4,162.57
					ESTIMATED NET CHANGE TOTAL:	\$49,905.14

orig PW 12-18-23

FOR REFERENCE ONLY.

Previous Change orders (1-6) and Original Contract

Sheet Date:	1 of 2 12/8/2023	JEFFERSON COUNTY DEPARTMENT OF PUBLIC WORKS CHANGE ORDER	Change Order No.	6
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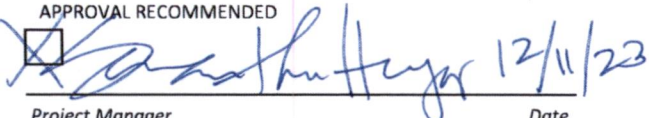
Ordered by County Engineer under terms of ☒ Section 1 - 04. 4 of the Standard Specifications ☐ Change proposed by Contractor		Contract No. 405 2114 0 To: Seton Construction 4640 S. Discovery Rd. Port Townsend, WA 98368
Endorsed by: Seton Construction, inc.  Contractor Firm Name Signature Date 12/8/2023 President Title		Project Title Phase 1 - Site Prep., Earthwork, and Service Utilities for the PH Sewer
Consent given by Surety: (when required) By: _____ Attorney-in-fact Date		

You are ordered to perform the following described work upon receipt of an approved copy of this change order:

The change under this change order adds a 3-inch low pressure sewer (LPS) line to allow for the potential to serve sewer to a neighborhood west of the waterwater treatment plant site.

All work materials and measurement to be in accordance with the provisions of the standard specifications and special provisions for the type of construction involved.

ORIGINAL CONTRACT AMOUNT (incl. 9.1% sales tax)	CURRENT CONTRACT AMOUNT (incl. 9.1% sales tax)	ESTIMATED NET CHANGE THIS ORDER (incl. 9.1% sales tax)	ESTIMATED CONTRACT TOTAL AFTER CHANGE (incl. 9.1% sales tax)	
\$ 1,243,245.78	\$ 1,883,204.86	\$17,747.84	\$ 1,900,952.70	
ORIGINAL CONTRACT TIME	CURRENT CONTRACT TIME	CONTRACT TIME CHANGE (Add/Del)	NEW CONTRACT TIME	
100	145	2	147	

APPROVAL RECOMMENDED ☒  Project Manager Date 12/11/23	APPROVAL RECOMMENDED ☒  County Engineer Date 12/14/23
APPROVAL RECOMMENDED ☐ N/A Engineering Services Manager Date	APPROVED ☒  Chair, Jefferson County Commissioners Date 12/18/23

		JEFFERSON COUNTY			Contract No	405-2114-0	
	Sheet 2 of 2	DEPARTMENT OF PUBLIC WORKS					
					Change		
	Date: 12/8/2023	CHANGE ORDER ESTIMATE			Order No.	6	
					ESTIMATED	ESTIMATED	
	ITEM	DESCRIPTION	UNIT	UNIT	QUANTITY	AMOUNT	
	NO.		MEASURE	PRICE	CHANGE	CHANGE	
	NEW ITEMS						
	72	HDPE LPS Sewer 3-inch Dia., cleanout, valves and shoring included	LS	\$16,267.50	1	\$16,267.50	
	73	Gate Valve for Pressure Sewer 3- inch Diameter NOT USING INCL.				\$0.00	
	74	End Cleanout NOT USING INCL. IN BI 72				\$0.00	
	75	Shoring and Extra Excavation NOT USING INCL. IN BI 72				\$0.00	
					New Item Total	\$16,267.50	
	EXISTING ITEMS DELETED QUANTITIES						
						\$0.00	
					Existing Items Deleted Quantities Total	\$0.00	
	EXISTING ITEMS ADDED QUANTITIES						
						\$0.00	
					Existing Items Added Quantities	\$0.00	
					ESTIMATED NET CHANGE SUBTOTAL:	\$16,267.50	
					9.1% Sales Tax	\$1,480.34	
					ESTIMATED NET CHANGE TOTAL:	\$17,747.84	

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, P.E., Public Works Director/County Engineer 

Agenda Date: December 18, 2023

Subject: Change Order No. 6, Phase 1 - Site Prep., Earthwork and Service Utilities for the Port Hadlock Sewer, Project No. 405-2114-0, Commerce Project No. 22-96515-026

Statement of Issue: Change Order No. 6 with Seton Construction of Port Townsend, Washington.

Analysis/Strategic Goals/Pro's & Con's: This change order includes the increased cost for providing an additional 3-inch low pressure sewer line, which could serve the neighborhood west of the wastewater treatment plant site. This provides an alternative route for serving future customers.

Fiscal Impact/Cost Benefit Analysis: The amount for Change Order No. 6 is \$17,747.84. The contract amount will increase from \$1,883,204.86 to \$1,900,952.70. NOTE, the cost includes 9.1% sales tax. The project is funded at 100% by the Department of Commerce.

Recommendation: Public Works recommends that the Board authorize Change Order No. 6 with Seton Construction, and return one original to Public Works for further processing.

Department Contact: Samantha Harper, P.E., Project Manager, 385-9175.

Reviewed By:


Mark McCauley, County Administrator

12/13/23
Date

Sheet 1 of 2 Date: 12/4/2023	JEFFERSON COUNTY DEPARTMENT OF PUBLIC WORKS CHANGE ORDER	Change Order No. 5									
Ordered by County Engineer under terms of ☒ Section 1 - 04. 4 of the Standard Specifications ☐ Change proposed by Contractor Endorsed by: <u>Seton Construction, Inc.</u> Signature PRESIDENT Title <u>12/4/2023</u> Date Consent given by Surety: (when required) By: _____ Attorney-in-fact Date		Contract No. 106 2114 J To: Seton Construction 4640 S. Discovery Rd. Port Townsend, WA 98368 Project Title Phase 1 - Site Prep., Earthwork, and Service Utilities for the PH Sewer									
You are ordered to perform the following described work upon receipt of an approved copy of this change order: The changes under this change order where for a variety of reasons. The disposal of unsuitable topsoil B was completed in order to not use the existing stripings for landscaping soil, due to quality of the stripings. During construction, changes in the infiltration facility led to changes at the wastewater treatment plant (WWTP) site. Due to removal of unsuitable soil and concrete in the infiltration facility (refer to Change Order No. 2), additional import sand was needed to fill in the infiltration facility, therefore import sand was hauled from the WWTP site to the infiltration facility. The additional sand and grading of the WWTP site lead to additional clearing and mulching of the fell trees. The end product of this change order led to a complete and ready WWTP site for the WWTP contractor. Note, some of the grading work would have been completed under the WWTP contract, if not done under this contract. All work materials and measurement to be in accordance with the provisions of the standard specifications and special provisions for the type of construction involved.											
<table border="1" style="width:100%; border-collapse: collapse;"><tr><td style="width:20%;">ORIGINAL CONTRACT AMOUNT (incl. 9.1% sales tax) \$ 1,243,245.78</td><td style="width:20%;">CURRENT CONTRACT AMOUNT (incl. 9.1% sales tax) \$ 1,571,299.92</td><td style="width:20%;">ESTIMATED NET CHANGE THIS ORDER (incl. 9.1% sales tax) \$311,904.94</td><td style="width:20%;">ESTIMATED CONTRACT TOTAL AFTER CHANGE (incl. 9.1% sales tax) \$ 1,883,204.86</td><td rowspan="2" style="width:20%; background-color: #cccccc;"></td></tr><tr><td>ORIGINAL CONTRACT TIME 100</td><td>CURRENT CONTRACT TIME 114</td><td>CONTRACT TIME CHANGE (Add/Del) 31</td><td>NEW CONTRACT TIME 145</td></tr></table>			ORIGINAL CONTRACT AMOUNT (incl. 9.1% sales tax) \$ 1,243,245.78	CURRENT CONTRACT AMOUNT (incl. 9.1% sales tax) \$ 1,571,299.92	ESTIMATED NET CHANGE THIS ORDER (incl. 9.1% sales tax) \$311,904.94	ESTIMATED CONTRACT TOTAL AFTER CHANGE (incl. 9.1% sales tax) \$ 1,883,204.86		ORIGINAL CONTRACT TIME 100	CURRENT CONTRACT TIME 114	CONTRACT TIME CHANGE (Add/Del) 31	NEW CONTRACT TIME 145
ORIGINAL CONTRACT AMOUNT (incl. 9.1% sales tax) \$ 1,243,245.78	CURRENT CONTRACT AMOUNT (incl. 9.1% sales tax) \$ 1,571,299.92	ESTIMATED NET CHANGE THIS ORDER (incl. 9.1% sales tax) \$311,904.94	ESTIMATED CONTRACT TOTAL AFTER CHANGE (incl. 9.1% sales tax) \$ 1,883,204.86								
ORIGINAL CONTRACT TIME 100	CURRENT CONTRACT TIME 114	CONTRACT TIME CHANGE (Add/Del) 31	NEW CONTRACT TIME 145								
APPROVAL RECOMMENDED ☒ Project Manager 12/4/23 Date APPROVAL RECOMMENDED ☐ Engineering Services Manager N/A Date		APPROVAL RECOMMENDED ☒ County Engineer 12.4.23 Date APPROVED ☐ Chair, Jefferson County Commissioners Date									

		JEFFERSON COUNTY			Contract No	405-2114-0	
	Sheet 2 of 2	DEPARTMENT OF PUBLIC WORKS					
					Change		
	Date: 12/4/2023	CHANGE ORDER ESTIMATE			Order No.	5	
					ESTIMATED	ESTIMATED	
	ITEM	DESCRIPTION		UNIT	UNIT	QUANTITY	AMOUNT
	NO.			MEASURE	PRICE	CHANGE	CHANGE
	NEW ITEMS						
	69	Disposal of Unsuitable Topsoil B		CY	\$7.52	6,480	\$48,729.60
	70	Bark Mulch		SY	\$3.84	12,038	\$46,225.92
	71	Sand Import from Treatment plant site to Infiltration Facility		CY	\$8.92	7,246	\$64,634.32
	83	WWTP Grading		CY	\$8.18	15,440	\$126,299.20
				New Item Total			\$285,889.04
	EXISTING ITEMS DELETED QUANTITIES						
							\$0.00
				Existing Items Deleted Quantities Total			\$0.00
	EXISTING ITEMS ADDED QUANTITIES						
							\$0.00
				Existing Items Added Quantities			\$0.00
			ESTIMATED NET CHANGE SUBTOTAL:			\$285,889.04	
					9.1% Sales Tax	\$26,015.90	
			ESTIMATED NET CHANGE TOTAL:			\$311,904.94	

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, P.E., Public Works Director/County Engineer 

Agenda Date: December 11, 2023

Subject: Change Order No. 5, Phase 1 - Site Prep., Earthwork and Service
Utilities for the Port Hadlock Sewer, Project No. 405-2114-0,
Commerce Project No. 22-96515-026

Statement of Issue: Change Order No. 5 with Seton Construction of Port Townsend, Washington.

Analysis/Strategic Goals/Pro's & Con's: This change order includes the increased costs for the hauling of the additional sand to the infiltration facility; grading the treatment plant site; providing and spreading bark mulch from fell trees; and disposing of unsuitable soil. The additional import sand was needed in the infiltration facility due to unforeseen materials being removed from the bottom of the infiltration facility (refer to Change Order #2). The changes and revisions completed at the treatment plant site made for a better prepared treatment plant site for both the general layout and setting up the wastewater treatment plant contractor. In addition, if not completed in this contract, portions of the grading work would have needed to be completed during the construction of the treatment plant.

Fiscal Impact/Cost Benefit Analysis: The amount for Change Order No. 5 is \$311,904.94. The contract amount will increase from \$1,571,299.92 to \$1,883,204.86. NOTE, the cost includes 9.1% sales tax. The project is funded at 100% by the Department of Commerce.

Recommendation: Public Works recommends that the Board authorize Change Order No. 5 with Seton Construction, and return one original to Public Works for further processing.

Department Contact: Samantha Harper, P.E., Project Manager, 385-9175.

Reviewed By:


Mark McCauley, County Administrator

12/5/23
Date

Sheet 1 of 2 Date: 11/15/2023	JEFFERSON COUNTY DEPARTMENT OF PUBLIC WORKS CHANGE ORDER	Change 4 Order No.
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Ordered by County Engineer under terms of ☒ Section 1 - 04. 4 of the Standard Specifications ☐ Change proposed by Contractor	Contract No. 105 21140 To: Seton Construction 4640 S. Discovery Rd. Port Townsend, WA 98368
Endorsed by: Seton Construction, Inc. Signature President 11/27/2023 Date	Project Title Phase 1 - Site Prep., Earthwork, and Service Utilities for the PH Sewer
Consent given by Surety: (when required) By: _____ Attorney-in-fact Date	

You are ordered to perform the following described work upon receipt of an approved copy of this change order:

The change clarified and revised the sewer cleanout materials which were not provided in the original cleanout detail. The sewer cleanout detail(s) were revised in order to standardize the materials and configurations; to ensure all the sewer cleanouts moving forward will be constructed consistently.

All work materials and measurement to be in accordance with the provisions of the standard specifications and special provisions for the type of construction involved.

ORIGINAL CONTRACT AMOUNT (incl. 9.1% sales tax)	CURRENT CONTRACT AMOUNT (incl. 9.1% sales tax)	ESTIMATED NET CHANGE THIS ORDER (incl. 9.1% sales tax)	ESTIMATED CONTRACT TOTAL AFTER CHANGE (incl. 9.1% sales tax)	
\$ 1,243,245.78	\$ 1,550,086.52	\$21,213.40	\$ 1,571,299.92	
ORIGINAL CONTRACT TIME	CURRENT CONTRACT TIME	CONTRACT TIME CHANGE (Add/Del)	NEW CONTRACT TIME	
100	112	2	114	

APPROVAL RECOMMENDED ☒ Project Manager 11/30/23 Date	APPROVAL RECOMMENDED ☒ County Engineer 11/30/23 Date
APPROVAL RECOMMENDED ☐ Engineering Services Manager Date	APPROVED ☒ Chair, Jefferson County Commissioners 12/11/23 Date

		JEFFERSON COUNTY				Contract No	405-2114-0
	Sheet 2 of 2	DEPARTMENT OF PUBLIC WORKS					
						Change	
	Date: 11/15/2023	CHANGE ORDER ESTIMATE				Order No.	4
						ESTIMATED	ESTIMATED
	ITEM	DESCRIPTION		UNIT	UNIT	QUANTITY	AMOUNT
	NO.			MEASURE	PRICE	CHANGE	CHANGE
	NEW ITEMS						
	25 R1	Pressure Sewer Cleanout		EA	\$7,861.00	4	\$31,444.00
				New Item Total			\$31,444.00
	EXISTING ITEMS DELETED QUANTITIES						
	25	Pressure Sewer Cleanout		EA	\$3,000	4	(\$12,000.00)
				Existing Items Deleted Quantities Total			(\$12,000.00)
	EXISTING ITEMS ADDED QUANTITIES						
							\$0.00
				Existing Items Added Quantities			\$0.00
			ESTIMATED NET CHANGE SUBTOTAL:				\$19,444.00
					9.1% Sales Tax		\$1,769.40
			ESTIMATED NET CHANGE TOTAL:				\$21,213.40

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, P.E., Public Works Director/County Engineer 

Agenda Date: December 11, 2023

Subject: Change Order No. 4, Phase 1 - Site Prep., Earthwork and Service Utilities for the Port Hadlock Sewer, Project No. 405-2114-0, Commerce Project No. 22-96515-026

Statement of Issue: Change Order No. 4 with Seton Construction of Port Townsend, Washington.

Analysis/Strategic Goals/Pro's & Con's: This change order includes an increase in cost to change the materials and improve the design detail for the low pressure sewer cleanouts. The revised cleanout design changes were done to standardize the cleanouts in order for the materials and installation methods to be consistent throughout the sewer construction phases.

Fiscal Impact/Cost Benefit Analysis: The amount for Change Order No. 4 is \$21,213.40. The contract amount will increase from \$1,550,086.52 to \$1,571,299.92. NOTE, the cost included 9.1% sales tax. The project is funded at 100% by the Department of Commerce.

Recommendation: Public Works recommends that the Board authorize Change Order No. 4 with Seton Construction, and return one original to Public Works for further processing.

Department Contact: Samantha Harper, P.E., Project Manager, 385-9175.

Reviewed By:


Mark McCauley, County Administrator

12/5/23
Date

1019: FW 10.2.23

KEVIN: 2029

Sheet 1 of 2

Date: 9/21/2023

JEFFERSON COUNTY
DEPARTMENT OF PUBLIC WORKS

CHANGE ORDER

Change 3

Order No.

Ordered by County Engineer under terms of
☒ Section 1 - 04. 4 of the Standard Specifications
☐ Change proposed by Contractor

Contract No. 405-2114-0

To:
Seton Construction
 4640 S. Discovery Rd.
 Port Townsend, WA 98368

Endorsed by: **SETON CONSTRUCTION, INC.**
Contractor Firm Name
Signature *Date*
PRESIDENT **9/22/23**
Title

Consent given by Surety: (when required)

By: *Attorney-in-fact* *Date*

Project Title **Phase 1 - Site Prep.,
Earthwork, and Service
Utilities for the PH Sewer**

You are ordered to perform the following described work upon receipt of an approved copy of this change order:

The change was to install 60 mil HDPE liner with concrete backfilled trench in lieu of original clay core. Estimated quantities and cost shown on attached sheet.

With the decision to construction this option, Bid Item No. 5 Clay Core will be deleted from the contract and new bid items for the installation of the core material will be added to the contract.

All work materials and measurement to be in accordance with the provisions of the standard specifications and special provisions for the type of construction involved.

ORIGINAL CONTRACT AMOUNT (incl. 9.1% sales tax)	CURRENT CONTRACT AMOUNT (incl. 9.1% sales tax)	ESTIMATED NET CHANGE THIS ORDER (incl. 9.1% sales tax)	ESTIMATED CONTRACT TOTAL AFTER CHANGE (incl. 9.1% sales tax)	
\$ 1,243,245.78	\$ 1,450,527.51	\$99,559.01	\$ 1,550,086.52	
ORIGINAL CONTRACT TIME	CURRENT CONTRACT TIME	CONTRACT TIME CHANGE (Add/Del)	NEW CONTRACT TIME	
100	112	0	0	

APPROVAL RECOMMENDED
☒ *Signature* **9/22/23**
Project Manager *Date*

APPROVAL RECOMMENDED
☒ *Signature* **9.22.23**
County Engineer **Monte Reinders** *Date*

APPROVAL RECOMMENDED
☒ *Signature* **9/22/2023**
Engineering Services Manager **Eric Kuzma** *Date*

APPROVED
☒ *Signature* **Greg Brotherton** **10/2/23**
Chair, Jefferson County Commissioners *Date*

Sheet 2 of 2		JEFFERSON COUNTY DEPARTMENT OF PUBLIC WORKS			Contract No	405-2114-0
Date: 9/21/2023		CHANGE ORDER ESTIMATE			Change Order No.	3
ITEM NO.	DESCRIPTION	UNIT MEASURE	UNIT PRICE	ESTIMATED QUANTITY CHANGE	ESTIMATED AMOUNT CHANGE	
NEW ITEMS						
70	Purchase Liner	SY	\$10.41	2,654	\$27,626.98	
71	Install Liner	SY	\$4.96	875	\$4,340.00	
72	Purchased Concrete	CY	\$153.67	528	\$81,137.76	
73	Placed Concrete	CY	\$13.11	528	\$6,922.08	
74	Trench Excavation	CY	\$19.75	528	\$10,428.00	
				New Item Total	\$130,454.82	
EXISTING ITEMS DELETED QUANTITIES						
5	Clay Core	CY	\$49	800	(\$39,200.00)	
				Existing Items Deleted Quantities Total	(\$39,200.00)	
EXISTING ITEMS ADDED QUANTITIES						
				Existing Items Added Quantities	\$0.00	
				ESTIMATED NET CHANGE SUBTOTAL:	\$91,254.82	
				9.1% Sales Tax	\$8,304.19	
				ESTIMATED NET CHANGE TOTAL:	\$99,559.01	

Port Hadlock Concrete Core Pricing

9/8/2023 Revised 9/15/2023

COP No. 3 - Revised
SAH 9/15/2023

Option 2 - 60 Mil HDPE Liner & 18 Inch Conc Filled Trench				
Item	Unit	Quantity	\$/Unit	Total \$
Purchase Liner	SY	2654	\$10.41	\$27,626.98
Install Liner	SY	875	\$4.96	\$4,340.00
Purchase Conc	CY	528	\$153.67	\$81,137.76
Place Conc	CY	528	\$13.11	\$6,922.08
Trench Excavation	CY	528	\$19.75	\$10,428.00
Total				\$130,454.82

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, P.E., Public Works Director/County Engineer

Agenda Date: October 2, 2023

Subject: Change Order No. 3, Phase 1 - Site Prep., Earthwork and Service
Utilities for the Port Hadlock Sewer, Project No. 405-2114-0,
Commerce Project No. 22-96515-026

Statement of Issue: Change Order No. 3 with Seton Construction of Port Townsend, Washington.

Analysis/Strategic Goals/Pro's & Con's: This change order includes the increased cost to change the clay core material, installation method and design detail. The originally designed clay core in the wastewater pond embankment will be replaced with an improved design consisting of a 60 mil HDPE liner and lean concrete backfill. The intent of this impermeable cut off wall is to ensure reclaimed water will be directed downwards through the bottom of the infiltration facility.

Fiscal Impact/Cost Benefit Analysis: The amount for Change Order No. 3 is \$99,559.01. The contract amount will increase from \$1,450,527.51 to \$1,550,086.52. NOTE, the cost included 9.1% sales tax. The project is funded at 100% by the Department of Commerce.

Recommendation: Public Works recommends that the Board authorize Change Order No. 3 with Seton Construction, and return two originals to Public Works for further processing.

Department Contact: Samantha Harper, P.E., Project Manager, 385-9175.

Reviewed By:

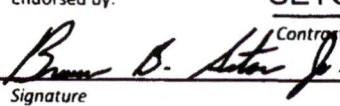
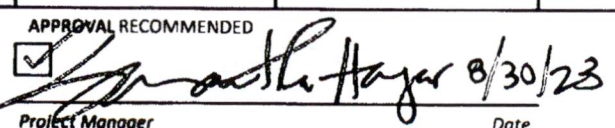
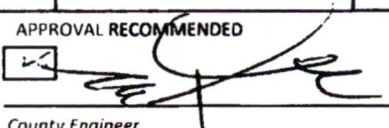

Mark McCauley, County Administrator

Date

9/27/23

CC: JW 7-11-23

Retain: 2029

Sheet 1 of 2 Date: 8/29/2023	JEFFERSON COUNTY DEPARTMENT OF PUBLIC WORKS CHANGE ORDER	Change 2 Order No.																
Ordered by County Engineer under terms of ☒ Section 1 - 04. 4 of the Standard Specifications ☐ Change proposed by Contractor		Contract No. 405-2114-0 To: Seton Construction 4640 S. Discovery Rd. Port Townsend, WA 98368 Project Title Phase 1 - Site Prep., Earthwork, and Service Utilities for the PH Sewer																
Endorsed by: <u>SETON CONSTRUCTION, INC.</u>  Signature PRESIDENT Title Contractor Firm Name 9/1/2023 Date																		
Consent given by Surety: (when required) By: _____ Attorney-in-fact Date																		
You are ordered to perform the following described work upon receipt of an approved copy of this change order: This change order is to compensate the Contractor for the unsuitable materials found within the infiltration area (pond) bottom. The unsuitable materials which were removed included non-free draining materials and or concrete. The authorization for the change order proposal was through a field directive given to the Contractor on Monday (8/7). At first, when the unsuitable material was removed it was divided into two categories what could be re-used for embankment (berm) material (not included in this change order) and unsuitable material (i.e. hauled off-site). The field directive the County gave to the Contractor was to excavate until a free draining sand layer was reached. As the unsuitable material was being sorted and or removed additional unsuitable was discovered which included a layer of concrete. Bid Item No. 6 for unsuitable (grading) will be delete and the force account amount will be added to the contract amount. WSDOT Standard Specification Section 2-03.3(14)E allows the use of paying unsuitable per Section 1-04.4 (force account). Per the approved construction schedule, the estimated duration for the pond embankment/excavation and clay core task was 12 working days with a completion date of August 3, 2023. Due to the work described above, the All work materials and measurement to be in accordance with the provisions of the standard specifications and special provisions for the type of construction involved.																		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">ORIGINAL CONTRACT AMOUNT (incl. 9.1% sales tax)</td> <td style="width: 25%;">CURRENT CONTRACT AMOUNT (incl. 9.1% sales tax)</td> <td style="width: 25%;">ESTIMATED NET CHANGE THIS ORDER (incl. 9.1% sales tax)</td> <td style="width: 25%;">ESTIMATED CONTRACT TOTAL AFTER CHANGE (incl. 9.1% sales tax)</td> </tr> <tr> <td>\$ 1,243,245.78</td> <td>\$ 1,316,518.35</td> <td>\$134,009.17</td> <td>\$ 1,450,527.51</td> </tr> <tr> <td>ORIGINAL CONTRACT TIME</td> <td>CURRENT CONTRACT TIME</td> <td>CONTRACT TIME CHANGE (Add/Del)</td> <td>NEW CONTRACT TIME</td> </tr> <tr> <td>100</td> <td>100</td> <td>12</td> <td>112</td> </tr> </table>			ORIGINAL CONTRACT AMOUNT (incl. 9.1% sales tax)	CURRENT CONTRACT AMOUNT (incl. 9.1% sales tax)	ESTIMATED NET CHANGE THIS ORDER (incl. 9.1% sales tax)	ESTIMATED CONTRACT TOTAL AFTER CHANGE (incl. 9.1% sales tax)	\$ 1,243,245.78	\$ 1,316,518.35	\$134,009.17	\$ 1,450,527.51	ORIGINAL CONTRACT TIME	CURRENT CONTRACT TIME	CONTRACT TIME CHANGE (Add/Del)	NEW CONTRACT TIME	100	100	12	112
ORIGINAL CONTRACT AMOUNT (incl. 9.1% sales tax)	CURRENT CONTRACT AMOUNT (incl. 9.1% sales tax)	ESTIMATED NET CHANGE THIS ORDER (incl. 9.1% sales tax)	ESTIMATED CONTRACT TOTAL AFTER CHANGE (incl. 9.1% sales tax)															
\$ 1,243,245.78	\$ 1,316,518.35	\$134,009.17	\$ 1,450,527.51															
ORIGINAL CONTRACT TIME	CURRENT CONTRACT TIME	CONTRACT TIME CHANGE (Add/Del)	NEW CONTRACT TIME															
100	100	12	112															
APPROVAL RECOMMENDED ☒  Project Manager Date 8/30/23		APPROVAL RECOMMENDED ☒  County Engineer Date 8/30/23																
APPROVAL RECOMMENDED ☐  Engineering Services Manager Date		APPROVED ☒  Chair, Jefferson County Commissioners Date 9/1/23																

Seton Const. Sump #2 re: Site Prep 11/11/2023

		JEFFERSON COUNTY			Contract No	405-2114-0
	Sheet 2 of 2	DEPARTMENT OF PUBLIC WORKS				
					Change	
	Date: 8/29/2023	CHANGE ORDER ESTIMATE			Order No.	2
	ITEM NO.	DESCRIPTION	UNIT MEASURE	UNIT PRICE	ESTIMATED QUANTITY CHANGE	ESTIMATED AMOUNT CHANGE
	NEW ITEMS					
	CO 2	FA - Pond Unsuitable Incl. Haul	CY	\$31.00	2,030	\$62,930.00
	CO 2	FA - Pond Unsuitable Concrete Incl. Haul	TON	\$50.00	1,268	\$63,401.50
					New Item Total	\$126,331.50
	EXISTING ITEMS DELETED QUANTITIES					
		6 Unsuitable Foundation Excavation Incl. Haul	CY	\$35	100	(\$3,500.00)
					Existing Items Deleted Quantities Total	(\$3,500.00)
	EXISTING ITEMS ADDED QUANTITIES					
						\$0.00
					Existing Items Added Quantities	\$0.00
					ESTIMATED NET CHANGE SUBTOTAL:	\$122,831.50
					9.1% Sales Tax	\$11,177.67
					ESTIMATED NET CHANGE TOTAL:	\$134,009.17

COP No. 2

CONSTRUCTION INC.
4640 South Discovery Road
Port Townsend, WA 98368
(360)-385-0213 Office Main Number

Received

8/29/2023 SAH

Summary of Additional Work Time & Materials

Project Number 2305	Project Name Port Hadlock WWTP Site Prep Phase 1	Client / General Contractor Jeff County Public Works
Date of the Work 8/7 - 8/22	Item Number 1	Item Name Pond Unsuitable Dig Out Incl Haul & Disposal
Description of Work Performed Excavate, haul off & dispose pond unsuitable materials. (Does not include any dig out that is being re-used onsite, that will be separately priced item. Does not include any import sand to replace removed materials, that will be priced as separate change order) Total Quantity = 2030 CY's		

Time Worked Record								
Labor Name of Workers	Occupation	Hours Worked			Reg. Rate	O.T. Rate	D.T. Rate	Amount
		Reg.	OT	DT				
Jay Gould	Operator Foreman/Leadman	56	6.5	0	\$ 90.06	\$ 116.84	\$ 143.63	\$ 5,802.82
Tyler Hamilton	Operator	34	7	0	\$ 87.76	\$ 113.57	\$ 139.38	\$ 3,778.83
Tyler Hamilton	Laborer	9	3	0	\$ 66.68	\$ 87.97	\$ 109.26	\$ 864.03
Tyler Stefnik	Operator	4	0	0	\$ 87.76	\$ 113.57	\$ 139.38	\$ 351.04
Tyler Stefnik	Laborer	3		0	\$ 66.68	\$ 87.97	\$ 109.26	\$ 200.04
Forrest Hamilton	Truck Driver	7	0	0	\$ 81.61	\$ 104.81	\$ 128.00	\$ 571.27
Robbin McAdow	Truck Driver	57.5	0	0	\$ 81.61	\$ 104.81	\$ 128.00	\$ 4,692.58
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -

Labor Subtotal \$ 16,260.61
Markup @ 29% \$ 4,715.58
Labor Total \$ 20,976.19

Equipment		Hours Worked		Reg. Rate	SB Rate	Amount
Equipment # / Type/Size		Reg.	Standby			
	Cat 317 Excavator	62.5	0	\$ 152.95	\$ -	\$ 9,559.38
F11	Mack 4200 Gallon Water Truck	13	0	\$ 35.00	\$ -	\$ 455.00
R15	Sakai Roller/Compactor	15	0	\$ 60.00	\$ -	\$ 900.00
T52	Volvo A30D OffRoad Truck	25	0	\$ 130.00	\$ -	\$ 3,250.00
T34	Mack Dump Truck	7	0	\$ 105.00	\$ -	\$ 735.00
T50	Mack Dump Truck	57.5	0	\$ 105.00	\$ -	\$ 6,037.50
P78	1 Ton 3500 Truck	62.5	0	\$ 20.00	\$ -	\$ 1,250.00
						\$ -
						\$ -
						\$ -

Equipment Subtotal \$ 22,186.88
Markup @ 21% \$ 4,659.24
Equipment Total \$ 26,846.12

Materials		Supplier	Invoice	Quantity		Unit Price	Amount
Description					Unit		
Tipping Fee	Shold Dirt Disposal			2030	CY	\$ 6.00	\$ 12,180.00
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -

Materials Subtotal \$ 12,180.00
Markup @ 21% \$ 2,557.80
Materials Total \$ 14,737.80

Subcontractor Work		Subcontractor	Invoice	Quantity		Unit Price	Amount
Description of Work					Unit		
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -

Subcontractor Subtotal \$ -
Markup @ 10%-12% (\$ Based per W \$ -
Subcontractor Total \$ -

SHEET TOTAL \$ 62,560.11

Notes:			
Client's Representative	Date	Seton's Representative	Date

CONSTRUCTION INC.

8/29/2023 SAH

Project Number 2305	Project Name Port Hadlock WWTP Site Prep Phase 1		Client / General Contractor Jeff County Public Works
Date of the Work 8/7 - 8/22	Item Number 1	Item Name Pond Unsuitable Concrete Incl Haul & Disposal	
Description of Work Performed			
Excavate, haul off & dispose concrete materials discovered in pond. (Import sand from borrow site to replace removed concrete to be priced separately)			
Total Quantity = 1268.03 Tons Concrete Disposed			

[illegible]

Equipment		Hours Worked		Reg. Rate	SB Rate	Amount
Equipment # / Type/Size		Reg.	Standby			
	Cat 317 Excavator	49.5	0	\$ 152.95	\$ -	\$ 7,571.03
T50	Mack Dump Truck	35.75	0	\$ 105.00	\$ -	\$ 3,753.75
P78	1 Ton Truck	49.5	0	\$ 20.00	\$ -	\$ 990.00
						\$ -
						\$ -
						\$ -

Materials						
Description	Supplier	Invoice	Quantity	Unit	Unit Price	Amount
Tipping Fee	Shold Conc Disposal		1268.03	Ton	\$ 25.00	\$ 31,700.75
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -

Subcontractor Work						
Description of Work	Subcontractor	Invoice	Quantity	Unit	Unit Price	Amount
						\$ -
					\$ -	\$ -
					\$ -	\$ -
						\$ -
						\$ -

SHEET TOTAL	\$	63,135.96
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Client's Representative	Date	Seton's Representative	Date
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Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, P.E., Public Works Director/County Engineer 

Agenda Date: September 11, 2023

Subject: Change Order No. 2, Phase 1 - Site Prep., Earthwork and Service Utilities for the Port Hadlock Sewer, Project No. 405-2114-0, Commerce Project No. 22-96515-026

Statement of Issue: Change Order No. 2 with Seton Construction of Port Townsend, Washington.

Analysis/Strategic Goals/Pro's & Con's: This change order includes removal of unsuitable material from the infiltration pond bottom. The original bid included Unsuitable Foundation Excavation including Haul. However, the original bid item was for a small quantity (100 CY). The county directed the contractor to remove unsuitable "pond bottom" material, i.e. if not free draining the material needed to be removed. Some of the unsuitable "pond bottom" material was able to be used to construct the berm (embankment). However, the unsuitable "pond bottom" material which needed to be hauled off site total 2,030 cubic yard and 1,268.03 tons of concrete. The unsuitable "pond bottom" material removed from the site was not included in the original plans or specification, therefore was extra work.

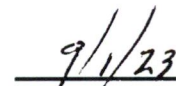
Fiscal Impact/Cost Benefit Analysis: The amount for Change Order No. 2 is \$134,009.17. The contract amount will increase from \$1,316,518.35 to \$1,450,527.51. NOTE, the cost included 9.1% sales tax. The project is funded at 100% by the Department of Commerce.

Recommendation: Public Works recommends that the Board authorize Change Order No. 2 with Seton Construction, and return two originals to Public Works for further processing.

Department Contact: Samantha Harper, P.E., Project Manager, 385-9175.

Reviewed By:


Mark McCauley, County Administrator


Date

Orig: PW 9.11.23

Ref: 2029

Sheet 1 of 2	JEFFERSON COUNTY DEPARTMENT OF PUBLIC WORKS	Change 1
Date: 8/25/2023	CHANGE ORDER	Order No.

☒ Ordered by County Engineer under terms of Section 1 - 04. 4 of the Standard Specifications ☐ Change proposed by Contractor	Contract No. 2029-0114-0 To: Seton Construction 4640 S. Discovery Rd. Port Townsend, WA 98368
Endorsed by: Seton Construction, Inc. Contractor Firm Name <u>Brian D. Seton Jr.</u> 8/29/23 Signature Date President Title	Project Title Phase 1 - Site Prep., Earthwork, and Service Utilities for the PH Sewer
Consent given by Surety: (when required) By: _____ Attorney-in-fact Date	

You are ordered to perform the following described work upon receipt of an approved copy of this change order:

Provide conduit and vaults per Seton's negotiated proposal to Owner Change Request (OCR) No. 2 (attached). Unit prices are for materials only as the installation is within the original price.

All work materials and measurement to be in accordance with the provisions of the standard specifications and special provisions for the type of construction involved.

ORIGINAL CONTRACT AMOUNT (incl. 9.1% sales tax) \$ 1,243,245.78	CURRENT CONTRACT AMOUNT (incl. 9.1% sales tax) \$ 1,243,245.78	ESTIMATED NET CHANGE THIS ORDER (incl. 9.1% sales tax) \$73,272.57	ESTIMATED CONTRACT TOTAL AFTER CHANGE (incl. 9.1% sales tax) \$ 1,316,518.35	
ORIGINAL CONTRACT TIME 100	CURRENT CONTRACT TIME 100	CONTRACT TIME CHANGE (Add/Del) N/A	NEW CONTRACT TIME N/A	

APPROVAL RECOMMENDED ☒ <u>Samantha Harper</u> Project Manager Date	APPROVAL RECOMMENDED ☒ <u>[Signature]</u> County Engineer Date
APPROVAL RECOMMENDED ☐ <u>N/A</u> Engineering Services Manager Date	APPROVED ☒ <u>GREG BRETHERTON</u> 9/11/23 Chair, Jefferson County Commissioners Date

Seton Const. Chng # 1 re: Site Prep PH Sewer

OWNER CHANGE REQUEST NO. 2

Owner Change Request

Project: **Phase 1 Site Preparation, Earthwork and Service Utilities**

Commerce Grant No.: 22-96515-026

Jefferson County PW Project No.: 405-2114-0

Date: July 14, 2023

TO: Chad Smith, Seton Construction General Manager

In connection with your Contract with Jefferson County please furnish your proposal for performing the changes outlined below and/or detailed on the attachments referred to:

Description of Changes:

Owner Change Request No. 2 request a unit price for supplying electric (4-inch) Schedule 40 conduit, fiber (2-inch) Schedule 40 conduit and fiber vaults materials.

The labor was included under Bid Item 59, Joint Utility Trench (Power and Communication) for the conduit installation and Bid Item 60, Utility Vault for the utility vaults. NOTE: The power vaults (PM-1 and V2) will still be supplied by the PUD, as stated in the Bid Documents, has they have been paid through the County's WWTP electrical quote for service.

New Bid Item No.	Planned Quantity	Unit	Item Description
64	6,490	LF	4-inch PVC Schedule 40 Conduit (material only)
65	2,233	LF	2-inch PVC Schedule 40 Conduit (material only)
66	2	EA	Fiber Vault (material only)

The linear footage for the conduits will include the material cost of the sweeps, pipe glue, locate tape, tracer wire and pull string. The amount of conduit sweeps required for each conduit size will be calculated by the contractor.

The fiber vault will be a Pencil, part #PM243636PCH00021 or approved equal, attached is a Pencil cut sheet.

Reference Plan Sheets: E-100 and E-101

BY: **Samantha Harper, P.E.**
(Project Manager for Jefferson County)

Digitally signed by Samantha Harper, P.E.
DN: C=US, E=s.harper@co.jefferson.wa.us, O=Jefferson County
Public Works, CN=Samantha Harper, P.E.
Date: 2023.07.14 10:52:05-0700

DATE: 7/14/2023

REVIEWED BY: **Monte Reinders**
(< 2.5k, Eng. Services Mgr., > 2.5k County Engineer)

Digitally signed by Monte Reinders
DN: C=US, E=mreinders@co.jefferson.wa.us,
O=Jefferson County Public Works, OU=Public Works
Director, CN=Monte Reinders
Date: 2023.07.14 11:42:58-0700

DATE: 7/14/2023

PROPOSAL COP No. 1

TO: Jefferson County

We propose to perform all changes described in the above request based upon the following unit costs (may attach sheet):

See attached OCR No. 2 Cost Proposal

The foregoing amount covers all direct and indirect costs related to these changes and to the effect of the changes on the remainder of the project. All other provisions remain in full force and effect.

We request the completion date be extended 0* working days because of this work.

*Supplier quoting 14-16 week lead time for Pencil fiber vault delivery from date of order. No Liquidated Damages shall be associated with delivery and installation of fiber vaults

BY: **Chad Smith**
(for Seton Construction, Inc. (Contractor))

DATE: 8/14/2023

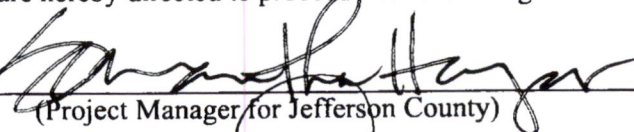
ACCEPTANCE OF PROPOSAL AND APPROVAL TO PROCEED WITH CHANGES

A future CHANGE ORDER TO THE CONTRACT will be prepared for execution by the Contractor and Jefferson County.

TO: (Contractor)

You are hereby directed to proceed with the changes described above.

BY:


(Project Manager for Jefferson County)

DATE: 8/23/23

REVIEWED BY:


($< 2.5k$, Eng. Services Mgr., $> 2.5k$ County Engineer)

DATE: 8-23-23

COP No. 1

#2305 PORT HADLOCK WWTP CHANGE ORDER SUMMARY OCR No. 2 Furnish Conduits and Fiber Vaults					
Item	Task Description	Quantity	Unit	Unit Price	Task Total
1	New Bid Item #64 4 Inch PVC Schedule 40 Conduit (Material Only)	6,490	LF	\$8.13	\$52,763.70
2	New Bid Item #65 2 Inch PVC Schedule 40 Conduit (Material Only)	2,233	LF	\$3.31	\$7,391.23
3	New Bid Item #66 Fiber Vault PM243636PCH00021 (Material Only)	2	EA	\$3,503.00	\$7,006.00
Subtotal of Items 1-3					\$67,160.93
9.10% 9.1 %Sales Tax					\$6,111.64
Change Order Total					\$73,272.57

Received

SAH 230814

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, P.E., Public Works Director/County Engineer 

Agenda Date: September 11, 2023

Subject: Change Order No. 1, Phase 1 - Site Prep., Earthwork and Service Utilities for the Port Hadlock Sewer, Project No. 405-2114-0, Commerce Project No. 22-96515-026

Statement of Issue: Change Order No. 1 with Seton Construction of Port Townsend, Washington.

Analysis/Strategic Goals/Pro's & Con's: This change order includes the material only cost for 4-inch and 2-inch conduit and fiber vaults. These were originally to be supplied by the P.U.D. #1 at County cost; however, it is now required that the customer supply these materials which Seton Construction can do.

Fiscal Impact/Cost Benefit Analysis: The amount for Change Order No. 1 is \$73,272.57. The contract amount will increase from \$1,243,245.78 to \$1,316,518.35. The project is funded at 100% by the Department of Commerce.

Recommendation: Public Works recommends that the Board authorize Change Order No. 1 with Seton Construction, and return two originals to Public Works for further processing.

Department Contact: Samantha Harper, P.E., Project Manager, 385-9175.

Reviewed By:


Mark McCauley, County Administrator

Date

9.9.23

20mg: PW 6.5.23

Original contract
- for Reference Retain: 20mg
only

**CONTRACT
JEFFERSON COUNTY, WASHINGTON**

THIS AGREEMENT, made and entered into this 5th day of June, 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 Seton Construction, Inc. of Port Townsend, 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:

Phase 1 - Site Preparation, Earthwork, and Service Utilities Contract for the Port Hadlock Wastewater Project. Work includes clearing and grubbing; installation of approximately 3,300 LF of 6-inch influent and 900 LF of 10-inch effluent HDPE pipelines; structural earth wall; earthen dike reclaimed wastewater infiltration pond; electrical and communications conduit; service water line relocation and water main installation; access road construction; site grading and leveling for the future wastewater treatment plant; mitigation planting and maintenance; and other work

for the total sum of One million one hundred and thirty-nine thousand five hundred and forty-seven dollars (\$1,139,547) in accordance with and as described in the attached plans and specifications and the Standard Specifications of the Washington Department of Transportation 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:

(with a start date of July 5, 2023 and a completion date of 100 working days (with start and stop dates indicated for each phase of work) (within a specified amount of time after the 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.

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**, if applicable.

☐ **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 MAY 16th, 20 23

Contractor:

Seton Construction, Inc.

(Please print)

By: BRUCE B. SETON JR.
(Please print)

Bruce B. Seton Jr.
(Signature)

SETONCI1650A
State of Washington, Contractor Registration Number

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

KD
Kate Dean, District 1

Heidi Eisenhour
Heidi Eisenhour, District 2

Greg Brotherton
Greg Brotherton, District 3

Approved as to form only:

PRE-APPROVED CONTRACT FORM

Philip C. Hunsucker Date
Chief Civil Deputy Prosecutor

Monte Reinders 5/12/23
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.

Seton Construction, Inc.

Name of Contractor (*Please print*)

BRUCE B. SETON JR. PRESIDENT
Name and Title of Authorized Representative (*Please print*)

Bruce B. Seton Jr.
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 3/6/23, 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.

Seton Construction, Inc.

Bidder's Business Name

Bruce D. Seton Jr.

Signature of Authorized Official*

BRUCE D. SETON JR.

Printed Name

PRESIDENT

Title

MAY 16, 2023

Date

PORT TOWNSEND

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:

WASHINGTON

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.*

Jefferson County Public Works

EXHIBIT C
CONTRACT BOND
JEFFERSON COUNTY, WASHINGTON

Bond No. 2341529

KNOW ALL MEN BY THESE PRESENTS:

That Seton Construction, Inc., of Port Townsend, WA, as Principal, and Swiss Re Corporate Solutions America Insurance Corporation, as Surety, are jointly and severally held and bound unto the COUNTY OF JEFFERSON, the penal sum of Dollars (\$1,139,547.00), 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 16th day of May, A.D., 2023, the said Seton Construction, Inc., Principal herein, executed a certain contract with the County of Jefferson, by the terms, conditions and provisions of which contract the said Seton Construction, Inc., 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:
Phase I - Site Preparation, Earthwork, and Service Utilities Contract for the Port Hadlock Wastewater Project. Work includes clearing and grubbing; installation of approximately 3,300 LF of 6-inch influent and 900 LF of 10-inch effluent HDPE pipelines; structural earth wall; earthen dike reclaimed wastewater infiltration pond; electrical and communications conduit; service water line relocation and water main installation; access road, 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 16th day of May, 2023.

Seton Construction, Inc.

PRINCIPAL

By: [Signature]

Swiss Re Corporate Solutions America Insurance Corporation

SURETY COMPANY

By: [Signature]

By: Joanne Reinkensmeyer

Attorney-in-fact

Address of local office and agent of surety company:

Hentschell & Associates, Inc.

1436 S. Union Ave.

Tacoma, WA 98405

253-272-1151

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

THOMAS P. HENTSCHELL, BRADLEY A. ROBERTS, JULIE A. CRAKER, AND JOANNE REINKENSMEYER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By _____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 16th day of May, 20 23.

Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

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 _____ Signed _____

EXHIBIT E
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 (30) days 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 _____ 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 MAY 16, 2023 Signed *Kevin D. Pitt Jr.*



Swiss Re
Corporate Solutions

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
1450 American Lane, Suite 1100
Schaumburg, IL 60173

RELEASE OF RETAINAGE BOND

Bond No. 2341530

KNOW ALL MEN BY THESE PRESENTS:

That we, Seton Construction, Inc., as Principal, and
Swiss Re Corporate Solutions America Insurance Corporation, as Surety, are held and firmly
bound unto Jefferson County, as Oblige, in the penal sum of
Fifty Six Thousand Nine Hundred Seventy Seven & 35/100 (\$56,977.35) for the
payment of which sum well and truly to be made, we, the Principal and the said Surety,
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the said Principal has entered into an agreement with the said Oblige for Phase 1 Site Preparation, Earthwork and Service Utilities Contract for the Port Hadlock Wastewater Project

WHEREAS, the Oblige has elected to withhold from funds due or about to become due the
Principal such sum (retainage) as is necessary to protect itself from claim or claims on lien
unless the Principal furnishes, as surety, a bond guaranteeing to hold the Oblige harmless
from loss it may suffer by reason of its releasing final retainage to the Principal.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
Principal shall indemnify and hold harmless the Oblige for loss that the Oblige may sustain
by reason of release of said retainage to the Principal, then this obligation to be null and void;
otherwise to remain in full force and effect.

PROVIDED, that in no event shall the aggregate liability of the Surety exceed the penal sum of
the bond.

Signed and sealed this 16th day of May, 2023.

Seton Construction, Inc.

Swiss Re Corporate Solutions America Insurance Corporation

By: Brian B. Smith
Principal

By: Joanne Reinkensmeyer
Joanne Reinkensmeyer Attorney-in-Fact

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

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THOMAS P. HENTSCHELL, BRADLEY A. ROBERTS, JULIE A. CRAKER, AND JOANNE REINKENSMAYER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

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"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 2022

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 16th day of May, 2023.

Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC