

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Josh Peters, County Administrator

From: Monte Reinders, Public Works Director 

Agenda Date: September 22, 2025

Subject: Quilcene Water Supply Renovation Contract

Statement of Issue: A contract to complete “Option-2” of the August 11, 2025 BoCC workshop regarding the Quilcene drinking water supply and is ready for approval. In summary “Option-2” is: (1) replace the failing galvanized water line, (2) install a sanitary frost-free potable water hydrant, (3) install a paddle style water faucet for the campground users, and (4) provide additional funding for the renovation, operation, and ongoing maintenance of the water supply.

Analysis/Strategic Goals/Pro’s & Con’s: Implementing Option 2 resolves the infrastructure failure and health concerns. It also creates a separate water supply for campground users in an appropriate location. And finally, it provides new funding to Parks and Recreation to complete both the initial work and the ongoing maintenance. Option 2 creates time to investigate a partnership with the PUD to build a dedicated commercial water supply sales kiosk at a more appropriate location in Quilcene. The new frost free will continue to be useful for parks maintenance and campground purposes even if a commercial water supply is built. The work will take place in November after the campground is closed.

Fiscal Impact/Cost Benefit Analysis: As directed in the board workshop on August 11, 2025, parks and recreation immediately repaired the leaking and failing frost free, thereby preventing a disruption in service. This repair was \$1,849.95. Parks and Recreation also sought a second bid for the “Option 2” work. The second bid came in at \$15,060, which is \$2,500 lower than the first bid. Parks and Recreation will submit a 4th quarter budget appropriation to fund the improvements.

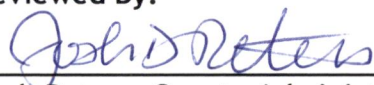
Recommendation:

Approve the construction contract and return two copies to Parks and Recreation.

Department Contact:

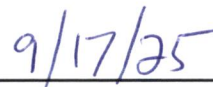
Matt Tyler. 385-9129

Reviewed By:



Josh Peters, County Administrator

Date



9/17/25

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Shold Excavating Inc

Contract No:

PW2025-078

Contract For: Quilcene Water Supply Renovation

Term: 9/29/25 to 4/1/26

COUNTY DEPARTMENT: Public Works, Parks and Recreation

Contact Person: Matt Tyler

Contact Phone: 360-385-9129

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

AMOUNT: \$16,445.52

Revenue: 175383215

Expenditure: 17557630.480000

Matching Funds Required: n/a

Sources(s) of Matching Funds: n/a

Fund #: n/a

Munis Org/Obj: n/a

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

9/9/25

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

9/9/25

Date

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

Electronically approved by Risk Management on 9/11/2025.

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

Electronically approved as to form by PAO on 9/11/2025.

Pre-approved construction contract form. No PAO signature needed.

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

**CONSTRUCTION CONTRACT
JEFFERSON COUNTY, WASHINGTON**

THIS CONSTRUCTION CONTRACT (the Contract) is made and entered into this 9th day of September, 2025, between Jefferson County, Washington (the County), acting through the Jefferson County Board of Commissioners and the Director of Public Works and Shold Excavating, Inc (the Contractor).

In consideration of the terms and conditions below and made a part of the Contract, the parties hereto covenant and agree as follows:

1. Effective Date. The Contract is effective on the day the last party signs it.
2. Notice to Proceed. The work described in the Scope of Services below shall begin not later than 30 days after a Notice to Proceed is issued by the County. A Notice to Proceed may be issued by the County for separate phases of the work, as described in the Scope of Services below.
3. Scope of the Work. The Contractor shall undertake and complete the following described work:

(1) TRENCH AND INSTALL A NEW 1" WATER-SERVICE LINE FROM EXISTING WATER METER TO LOCATION OF FROST FREE HYDRANT PUBLIC WATER SUPPLY. (2) INCLUDE TWO TEES, ONE FOR A FUTURE LINE AND ONE FOR A NEW UNDERGROUND CONNECTION POINT. (3) INSTALL A WOODFORD S3-2 SANITARY POTABLE WATER FROST FREE HYDRANT WITH ISOLATION VALVE FOR COMMUNITY WATER FILLING STATION. (4) INSTALL A PADDLE STYLE FAUCET WITH UNDERGROUND SHUT OFF IN CAMPGROUND. (5) INSTALL A UNDERGROUND QUICK COUPLER CONNECTION WITH ISOLATION VALVE. (6) SPREAD, GRADE, AND COMPACT 30 TONS OF 3/4" MINUS CRUSHED GRANITE OVER DISTURBED AREAS OF DRIVEWAY AND PARKING AREA. (7) DELIVER AND SET 2 AND 3 MAN QUARRY ROCKS AS TRAFFIC BARRIERS AROUND YARD HYDRANT TO PROTECT IT.

for the total sum of Sixteen thousand four hundred forty five dollars and fifty two cents dollars (\$ 16,445.52) in accordance with the terms and conditions of below.

The intent of the Contract is to prescribe a complete Work. Omissions from the Contract of details of Work that are necessary to carry out the intent of the Contract shall not relieve the Contractor from performing the omitted Work.

The Contractor shall provide all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all Work for the items included in the Proposal.

When the Contract specifies Work that has no Bid item, and the Work is not specified as being included with or incidental to other Bid items, an equitable adjustment will be made in accordance with Section 1-04.4 of the Standard Specifications for Road, Bridge and Municipal Construction, 2024 edition, as issued by the Washington State Department of Transportation (WSDOT), unless that Work is customarily considered as incidental to other items.

The complete Contract includes these parts: (1) the Contract, including all Exhibits; (2) the Contract Provisions (Special Provisions), including any standard items listed in them which are incorporated by reference, and the Standard Specifications; (3) the Bidder's completed Proposal Form, Contract Plans; (4) All Addenda; and, (5) All attachments, which may include, various certifications and affidavits, supplemental agreements, change orders, and subsurface

boring logs (if any). These parts complement each other in describing a complete Work. Any requirement in one part binds as if stated in all parts.

The Contractor shall provide all Work or materials clearly implied in the Contract even if the Contract does not mention it specifically.

If there is an inconsistency in the Contract, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order (e.g., 1 presiding over 2, 3, 4, 5, and 6; 2 presiding over 3, 4, 5, and 6; and so forth):

1. Addenda;
2. Bidder's Completed Proposal;
3. The Contract terms and conditions, including Exhibit F (Additional Requirements), if any;
4. Contract Provisions (Special Provisions), including any standard items listed in them which are incorporated by reference;
5. Contract Plans;
6. Standard Specifications;
7. County's Standard Plans or Details (if any); and,
8. Standard Plans.

The above eight items will be provided according to Division 1.02.2 of the project specifications.

On the Contract Plans, Working Drawings, and Standard Plans, figured dimensions shall take precedence over scaled dimensions.

This order of precedence shall not apply when Work is required by one part of the Contract but omitted from another part or parts of the Contract. The Work required in one part must be furnished even if not mentioned in other parts of the Contract.

If any part of the Contract requires Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the Work.

In case of ambiguities or disputes over interpreting the Contract, the Engineer's decision will be final as provided in Section 1-05.1 of the Standard Specifications for Road, Bridge and Municipal Construction, 20__ edition, as issued by the Washington State Department of Transportation (WSDOT).

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 required in the Contract and every part thereof.

The Contractor shall perform any alteration in or addition to the work provided in the Contract and every part thereof.

4. Agreement to Full Performance. The Contractor for itself, and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
5. Insurance Coverages Required. Prior to commencing work, the Contractor shall obtain at its own cost and expense the following insurance from companies licensed in Washington State with a current A.M. Best rating of no less than A:
 - a. Workers Compensation Insurance. The Contractor shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of the Contract and shall provide evidence of coverage to Jefferson County Risk Management, upon request. Worker's compensation insurance covering all employees with limits meeting all state and federal laws. This coverage shall extend to any subcontractor without their own worker's compensation and employer's liability insurance.
 - b. Commercial General Liability Insurance. The Contractor shall maintain Commercial General Liability Insurance with a minimum limit per occurrence of two million dollars (\$2,000,000) a general aggregate of not less than three million dollars (\$3,000,000) for bodily injury, death and property damage, three million dollars (\$3,000,000) for Products & Completed Operations Aggregate, two million dollars (\$2,000,000) for Personal & Advertising Injury each offence, and two million dollars (\$2,000,000) for Stop Gap / Employers Liability each accident. This insurance coverage shall contain no limitations on the scope of the protection provided and indicate on the certificate of insurance the following coverage:
 - i. Broad Form Property Damage with no employee exclusion;
 - ii. Personal Injury Liability, including extended bodily injury;
 - iii. Broad Form Contractual/Commercial Liability including completed operations (contractors only);
 - iv. Premises - Operations Liability (M&C);
 - v. Independent Contractors and Subcontractors; and
 - vi. Blanket Contractual Liability.

The County shall be named as an additional insured party under this policy.

The Contractor shall maintain coverage arising out of the Contractor's completed operations for at least three years following completion of the work described in the Scope of Services.

- c. Automobile Liability Insurance. The Contractor shall maintain a policy of Automobile Liability Insurance with a minimum limit per occurrence of \$1,000,000 for bodily injury and property damage, unless otherwise specified in the Special Provisions. This insurance shall contain the following coverage:
 - i. Owned automobiles;
 - ii. Hired automobiles; and,
 - iii. Non-owned automobiles.

The County shall be named as an additional insured party under this policy.

6. Requirements Applicable to All Insurance Policies.

- a. 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 County reserves the right to approve or reject the insurance provided, based upon the insurer's financial condition.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.
- k. Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Chapter 48.62 RCW shall be non-contributory with respect to any policy of insurance the Contractor must provide in order to comply with the Contract.
- l. 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 the Contract.
- m. The County may, upon the Contractor's failure to comply with all provisions of the Contract relating to insurance, withhold payment or compensation that would otherwise be due to the Contractor.
- n. Section 5 (Insurance Coverages Required) and this Section shall survive the expiration or termination of the Contract.
- 7. Compliance with Laws. The Contractor shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under the Contract. The Contract shall be interpreted and construed in accord with the laws of the State of Washington and venue shall be in Jefferson County, WA.
- 8. Indemnity. 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 the Contract, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that the Contract 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 for which indemnity is provided include, but are not limited to claims 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. This section shall survive the expiration or termination of the Contract.

9. Contractor's Assumption of the Liability of its Employees. 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 the Contract and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to provisions of RCW 4.24.115 and was subject of mutual negotiation. If the County incurs any costs to enforce this subsection, all cost and fees shall be recoverable from the Contractor. This section shall survive the expiration or termination of the Contract.
10. Disputes. The parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved pursuant to the terms of the Contract shall be submitted in writing within 10 days to County Risk Manager, whose decision in the matter shall be final, but shall be subject to judicial review. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under the Contract, each party in such action shall bear the cost of its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. Contractor hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County. The provisions of this section shall survive the expiration or termination of the Contract.
11. Independent Contractor. 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 the Contract 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.
12. Contract Bond or Statutory Retained Percentage. The County, at its option, may demand that the Contractor deliver to the County an executed Contract Bond as security for the faithful performance of the 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 shall withhold 10% of the contract amount in accordance with RCW 39.08.010. If

applicable, the Contractor shall indicate this option on Exhibit D. The Contractor shall declare a management option of the statutory retained percentage on Exhibit E.

13. No Oral Waiver. No term or provision of the Contract will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
14. Severability. Provided it does not result in a material change in the terms of the Contract, if any provision of the Contract or the application of the Contract to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of the Contract and the application the Contract shall not be affected and shall be enforceable to the fullest extent permitted by law.
15. Survival. Those provisions of the Contract that by their sense and purpose should survive the term of the Contract shall survive the term of the Contract. Without limiting the generality of the preceding sentence, and for the avoidance of doubt, the provisions that survive the term of the Contract include: (a) controlling law; (b) insurance; and, (c) indemnification.
16. Subcontracting Requirements. Contractor is responsible for meeting all terms and conditions of the Contract including standards of service, quality of materials and workmanship, costs, and schedules. Failure of a subcontractor to perform is no defense to a breach of the Contract. Contractor assumes responsibility for and all liability for the actions and quality of services performed by any subcontractor. Every subcontractor must agree in writing to follow every term of the Contract. Contractor must provide every subcontractor's written agreement to follow every term of the Contract before the subcontractor can perform any services under the Contract. The Public Works Director or their designee must approve any proposed subcontractors in writing. Any dispute arising between Contractor and any subcontractors or between subcontractors must be resolved without involvement of any kind on the part of County and without detrimental impact on Contractor's performance required by the Contract.
17. Covenant Against Contingent Fees. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract. For breach or violation of this warranty, County shall have the right to annul the Contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
18. Public Records Act. Notwithstanding the provisions of the Contract to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt

of any written public record request, Contractor shall, within two business days, notify County by providing a copy of the request per the notice provisions of the Contract.

19. Notices. All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile, email, or mailed by depositing in the United States mail, prepaid to the party at the address listed below or such other address as a party may designate in writing from time to time. Notices to County shall be sent to the following address:

Jefferson County Risk Management
P.O. Box 1220
Port Townsend, WA 98368

Notices to Contractor shall be sent to the following address:

Shold Excavating
P.O. Box 179
Port Hadlock, WA 98339

20. Severability. Provided it does not result in a material change in the terms of the Contract, if any provision of the Contract or the application of the Contract to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of the Contract and the application the Contract shall not be affected and shall be enforceable to the fullest extent permitted by law.
21. Survival. Those provisions of the Contract that by their sense and purpose should survive the term of the Contract shall survive the term of the Contract. Without limiting the generality of the preceding sentence, and for the avoidance of doubt, the provisions that survive the term of the Contract include: (a) controlling law; (b) insurance; and, (c) indemnification.
22. Binding on Successors, Heirs and Assigns. The Contract shall be binding upon and inure to the benefit of the parties' successors in interest, heirs and assigns.
23. No Assignment. The Contractor shall not sell, assign, or transfer any of rights obtained by the Contract without the express written consent of the County.
24. No Third-party Beneficiaries. The parties do not intend, and nothing in the Contract shall be construed to mean, that any provision in the Contract is to benefit any person or entity who is not a party.
25. Modification of the Contract. The Contract may be amended or supplemented only by a writing signed by duly authorized representatives of all the parties.
26. Signature in Counterparts. The Contract may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of the Contract at different times and places by the parties shall not affect the validity of the Contract, so long as all the parties execute a counterpart of the Contract.

27. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
28. Arms-Length Negotiations. The parties agree the Contract has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
29. Maintenance of Records. Each party shall maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either to perform the Contract. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to the Contract will be retained for six years after expiration of agreement. The Office of the State Auditor, federal auditors, the Jefferson County Auditor, and any persons duly authorized by the parties shall have full access and the right to examine these materials during this period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. Records and other documents, in any medium, furnished by one party to the Contract to the other party, will remain the property of the furnishing party, unless otherwise agreed.
30. Attachments. Any document in the Contract identified as an attachment or exhibit is part of the Contract and is incorporated by reference into the Contract.
31. Reference to Sections in the Contract. Any reference to a section in the Contract is a reference to a section of the Contract, unless clearly stated to the contrary.
32. Representations and Warranties. The parties represent and warrant that:
- a. Each person signing the Contract is fully authorized to enter into the Contract on behalf of the party for whom signature is being made;
 - b. Each party that is a corporate entity is duly organized and validly existing in good standing under the laws of one of the states of the United States of America;
 - c. The making and performance of the Contract will violate no provision of law or of any party's articles of incorporation, charter, or by-laws;
 - d. Each corporate party has taken all necessary corporate and internal legal actions to duly approve the making and performance of the Contract and that no further corporate or other internal approval is necessary; and,
 - e. Each party has read the Contract in its entirety and know the contents of the Contract, that the terms are contractual and not merely recitals, and that they have signed the Contract, having obtained the advice of legal counsel.
33. Index of Exhibits. An index of exhibits to the Contract is below. Checking one of the boxes below means that such an exhibit is effective.

- ☒ 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
- ☐ Exhibit F: Additional Requirements

(SIGNATURES FOLLOW ON THE NEXT PAGE)

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 9-15-, 2025

Contractor:

Shold Excavating Inc
(Please print)

By: Timothy A. Johnson
(Please print)

Timothy A. Johnson
(Signature)

SHOLDI*224LT
State of Washington, Contractor Registration Number

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

Heather Dudley-Nollette, District 1 Date

Heidi Eisenhour, District 2 Date

Greg Brotherton, District 3 Date

Approved as to form only:

PRE-APPROVED CONTRACT FORM
Philip C. Hunsucker Date
Chief Civil Deputy Prosecutor

Monte Reinders, P.E. 9/15/25 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 the 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.

Shold Excavating, Inc

Name of Contractor (*Please print*)

Timothy A Johnson V.P.

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

Timothy A. Johnson

Signature of Authorize Representative

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

EXHIBIT B

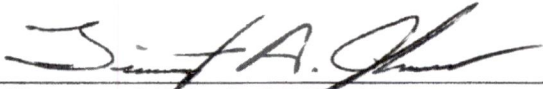
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

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 _____, 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.

Shold Excavating, Inc

Bidder's Business Name



Signature of Authorized Official*

Timothy A. Johnson

Printed Name

Vice President

Title

9-15-2025

Date

Port Hadlock

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

CONTRACT BOND – JEFFERSON COUNTY, WASHINGTON

KNOW ALL MEN BY THESE PRESENTS:

That Shold Excavating, Inc, of _____, as Principal, and _____, as Surety, are jointly and severally held and bound into 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 _____, 20____, the said Shold Excavating, Inc, Principal herein, executed a certain contract with the County of Jefferson, by the terms, conditions and provisions of which contract the said Shold Excavating, Inc, Principal herewith, agrees to furnish all materials and do certain work, to-wit: That the said Principal herein shall 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 _____, 20____.

Shold Excavating, Inc
PRINCIPAL

By: _____

SURETY COMPANY

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 shall be provided as required.

Date _____ Signed _____

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

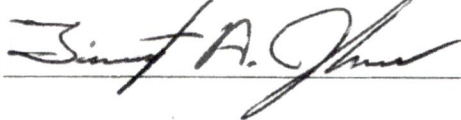
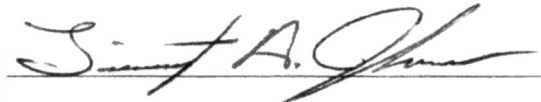
Date 9-15-2025 Signed 

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

A. I hereby elect to have the retained percentage of the Contract held in a fund by the County until (30) days following final acceptance of the work.

Date 9-15-2025

Signed



B. I hereby elect to have the County deposit the retained percentage of the 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 County invest the retained percentage of the 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 County 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 RCW 60.28.011.

Date _____

Signed _____

EXHIBIT F
ADDITIONAL REQUIREMENTS

The following additional requirements apply: [ADD REQUIRED TERMS OR APPENDICES HERE.]

SHOLD EXCAVATING INC.

PO BOX 179

PORT HADLOCK, WA 98339

360-385-0480

PROPOSAL

DATE	ESTIMATE NO.
9/2/2025	#6320

NAME / ADDRESS
JEFFERSON COUNTY PARKS & RECREATION 623 SHERIDAN ST PORT TOWNSEND, WA 98368

SITE ADDRESS	
QUILCENE, WA	
DESCRIPTION	TOTAL
JOB: QUILCENE CAMP GROUND WATER SYSTEM UPGRADE	
TRENCH AND INSTALL A NEW 1" WATER-SERVICE LINE FROM EXISTING WATER METER TO EXISTING FROST FREE YARD HYDRANT LOCATION AND TO NEW WATER DISPENSING LOCATION AND INSTALL TWO MORE TEES, ONE FOR A FUTURE LINE AND ONE FOR A NEW UNDERGROUND CONNECTION POINT.	6,220.00T
INSTALL A POTABLE FROST FREE YARD HYDRANT WITH ISOLATION VALVE FOR COMMUNITY FREE WATER FILLING STATION	2,050.00T
INSTALL A PADDLE STYLE WATER FILLING STATION WITH UNDER GROUND SHUT OFF THAT DRAINS STAND PIPE FOR CAMP GROUND	1,050.00T
INSTALL A UNDER GROUND QUICK COUPLER CONNECTION WITH ISOLATION VALVE	800.00T
SPREAD, GRADE, AND COMPACT 30 TONS OF 3/4" MINUS CRUSHED GRANITE OVER DISTURBED AREAS OF DRIVEWAY AND PARKING AREA	2,745.00T
DELIVER AND SET 2 AND 3 MAN QUARRY ROCKS AS TRAFFIC BARRIERS AROUND YARD HYDRANT AND CAMP GROUND FILLING STATION	1,545.00T
INTENT AND AFFIDAVIT FILING FEE	650.00T
SUBTOTAL	15,060.00
PAYMENT TERMS *50% DOWN TO SCHEDULE. *BALANCE DUE IN FULL WHEN LINE ITEM IS COMPLETED. *EROSION CONTROL WILL BE BILLED BASED ON TIME AND MATERIALS IF NEEDED.	
THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS	TOTAL

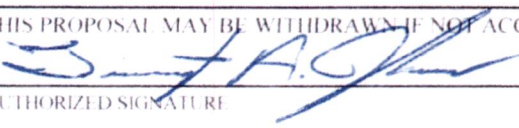
Please sign and return upon acceptance

SHOLD EXCAVATING INC.
PO BOX 179
PORT HADLOCK, WA 98339
360-385-0480

PROPOSAL

DATE	ESTIMATE NO.
9/2/2025	#6320

NAME / ADDRESS
JEFFERSON COUNTY PARKS & RECREATION 623 SHERIDAN ST PORT TOWNSEND, WA 98368

SITE ADDRESS	
QUILCENE, WA	
DESCRIPTION	TOTAL
*REPAIR, REPLACEMENT OR RELOCATING OF ANY UNKNOWN OR UNLOCATED EXISTING UTILITIES WILL BE DO TIME AND MATERIAL. INCLUSIONS / EXCLUSIONS *PRICE INCLUDES ALL LABOR AND MATERIALS TO COMPLETE THIS PROJECT AS STATED ABOVE BESIDES THOSE STATED BELOW. *SHOLD EXCAVATING, INC. IS NOT RESPONSIBLE FOR OBTAINING PERMITS OR PAYING ANY FEES ASSOCIATED WITH SUCH PERMITS SHOULD THEY BE REQUIRED. *SHOLD EXCAVATING, INC. IS NOT RESPONSIBLE FOR ANY THIRD-PARTY FEES SUCH AS THOSE FROM DESIGNERS, ENGINEERS, CITY, COUNTY, PUBLIC UTILITY DISTRICT, ETC. 9.2% JEFF CO 1600 SALES TAX	1,385.52
THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS 	TOTAL \$16,445.52

AUTHORIZED SIGNATURE

Please sign and return upon acceptance