

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: June 5, 2023

Subject: Contract Execution – Port Hadlock Wastewater Facility - Phase I, Site Preparation, Earthwork, and Service Utilities

Statement of Issue: Execute the construction contract with Seton Construction of Port Townsend, Washington for their bid of \$1,139,547.00 plus WSST for the above referenced project.

Analysis/Strategic Goals/Pro's & Con's: The Board awarded this construction contract to Seton Construction on April 24, 2023. The contractor has provided the required Performance Bond and Insurance and the Contract is ready for final signature. This work will be performed over the course of 100 working days and is expected to be completed in November of this year.

Fiscal Impact/Cost Benefit Analysis: The Bid amount is \$1,139,547.00 plus WSST. This project is fully funded with an appropriation from the State of Washington received in the 2021 Capital Budget utilizing Coronavirus State and Local Fiscal Recovery Funds (SLFRF) from the federal American Rescue Plan Act (ARPA).

Recommendation: Public Works recommends that the Board execute the construction contract with Seton Construction by signing the Port Hadlock Wastewater Facility - Phase I, Site Preparation, Earthwork, and Service Utilities construction contract, where indicated, and returning it to Public Works for further processing.

Department Contact: Samantha Harper, P.E., Wastewater Project Manager, Ext. 175

Reviewed By:


Mark McCauley, County Administrator

5/31/23
Date

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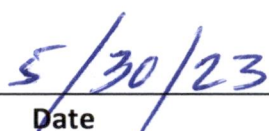
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Department Contact: Samantha Harper, P.E., Wastewater  Project Manager, Ext. 175

Reviewed By:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear form

PW 2023 056

CONTRACT WITH: Seton Construction

Contract No: N/A

Contract For: Port Hadlock Sewer - Phase I Site Work

Term: 12/31/2023

COUNTY DEPARTMENT: Public Works
Contact Person: Monte Reinders
Contact Phone: 360.385.9242
Contact email: mreinders@co.jefferson.wa.us

AMOUNT: \$1,139,547 + WSST

PROCESS:

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

Revenue: \$1,139,547

Expenditure: \$1,139,547

Matching Funds Required: \$0

Sources(s) of Matching Funds: Commerce Grant 22-96515-026

APPROVAL STEPS:

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

CERTIFIED: ☒ N/A: ☐

Monte Reinders

Signature

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: ☐

Monte Reinders

Signature

Date

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

✓ Electronically approved by Risk Management on 4/28/2023.

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

✓ Electronically approved as to form by PAO on 4/28/2023.
Pre-approved construction contract form.

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

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

CONTRACT
JEFFERSON COUNTY, WASHINGTON

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, 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.

4. Prior to commencing work, the Contractor shall obtain at its own cost and expense the following insurance from companies licensed in the State with a Best's rating of no less than A: VII. The Contractor shall provide to the County Risk Manager certificates of insurance with original endorsements affecting insurance required by this clause prior to the commencement of work to be performed.

The insurance policies required shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the County Risk Manager by registered mail, return receipt requested, for all of the following stated insurance policies.

If any of the insurance requirements are not complied with at the renewal date of the insurance policy, payments to the Contractor shall be withheld until all such requirements have been met, or at the option of the County, the County may pay the renewal premium and withhold such payments from the moneys due the Contractor.

All notices shall name the Contractor and identify the agreement by contract number or some other form of identification necessary to inform the County of the particular contract affected.

- A. Workers Compensation and Employers Liability Insurance. The Contractor shall procure and maintain for the life of the contract, Workers Compensation Insurance, including Employers Liability Coverage, in accordance with the laws of the State of Washington.
- B. General Liability (1) - with a minimum limit per occurrence of one million dollars (\$1,000,000) and an aggregate of not less than two million dollars (\$2,000,000) for bodily injury, death and property damage unless otherwise specified in the contract specifications. This insurance coverage shall contain no limitations on the scope of the protection provided and indicate on the certificate of insurance the following coverage:
1. Broad Form Property Damage with no employee exclusion;
 2. Personal Injury Liability, including extended bodily injury;
 3. Broad Form Contractual/Commercial Liability including completed operations (contractors only);
 4. Premises - Operations Liability (M&C);
 5. Independent Contractors and Subcontractors; and
 6. Blanket Contractual Liability.

(1) Note: The County shall be named as an additional insured party under this policy.

- C. Automobile (2) - with a minimum limit per occurrence of \$1,000,000 for bodily injury, death and property damage unless otherwise specified in the contract specifications. This insurance shall indicate on the certificate of insurance the following coverage:

1. Owned automobiles;
2. Hired automobiles; and,
3. Non-owned automobiles.

(2) Note: The County shall be named as an additional insured party under this policy.

Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of the contract by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The Contractor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all of the requirements stated herein.

Failure of the Contractor to take out and/or maintain any required insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.

It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance. It is further agreed by the parties that insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Contractor.

It is agreed by the parties that judgments for which the County may be liable, in excess of insured amounts provided herein, or any portion thereof, may be withheld from payment due, or to become due, to the Contractor until such time as the Contractor shall furnish additional security covering such judgment as may be determined by the County.

The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

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

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

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

5. The Contractor shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of the State of Washington and venue shall be in Jefferson County, WA.

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

Claims against the County shall include, but not be limited to assertions that the use and transfer of any software, book, document, report, film, tape, or sound reproduction of material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or an unlawful restraint of competition.

The Contractor specifically assumes potential liability for actions brought against the County by the Contractor's employees, including all other persons engaged in the performance of any work or service required of the Contractor under this Agreement and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, Title 51 R.C.W. The Contractor recognizes that this waiver was specifically entered into pursuant to provisions of R.C.W. 4.24.115 and was subject of mutual negotiation.

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

6. The Contractor's relation to the County shall be at all times as an independent Contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, and any and all employees of the Contractor or other persons engaged in the performance of any work or service required of the Contractor under this Agreement shall be considered employees of the Contractor only and any claims that may arise on behalf of or against said employees shall be the sole obligation and responsibility of the Contractor.
7. The Contractor shall not sublet or assign any of the services covered by this contract without the express written consent of the County or its authorized representative. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.
8. Nothing in the foregoing clause shall prevent the County, at its option, from additionally requesting that the Contractor deliver to the County an executed bond as security for the faithful performance of this contract and for payment of all obligations of the Contractor.

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

9. The Contractor will declare a management option of the statutory retained percentage on **Exhibit E**, 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 16, 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

Kate Dean, District 1

Heidi Eisenhour, District 2

Greg Brotherton, District 3

Approved as to form only:

PRE-APPROVED CONTRACT FORM

Philip C. Hunsucker Date
Chief Civil Deputy Prosecutor

Monte Reinders, P.E. 5/22/23
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

Aimee D. Seton J.
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.*

RECEIVED

MAY 22 2023

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, 20 23.

Seton Construction, Inc.

PRINCIPAL

By: 

Swiss Re Corporate Solutions America Insurance Corporation

SURETY COMPANY

By: 

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 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

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
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, 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
Christina Manisco, Notary

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
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 *Russell D. St. J.*



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 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
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



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.



Christina Manisco
Christina Manisco, Notary

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