

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 23, 2024

Subject: Professional Services Agreement with BHC Consultants for Phase 4 Onsite Grinder Pump Installation for B&R Mobile Home Park and Northwest Wooden Boat School for Port Hadlock UGA for Design and Engineering Construction Support, Project No. 40521270, Ecology Agreement No. WQC_2024_JCoPWE-00034

Statement of Issue: Professional Services Agreement with BHC Consultants for Phase 4 Onsite Grinder Pump Installation for B&R Mobile Home Park and Northwest Wooden Boat School for Port Hadlock UGA for Design and Engineering Construction Support, Project No. 40521270, Ecology Agreement No. WQC_2024_JCoPWE-00034.

Analysis/Strategic Goals/Pro's & Con's: BHC will provide design and construction engineering support for the installation an on-site grinder pump system for both the B&R mobile home park and the Northwest Wooden Boat School campus. Design and Engineering support tasks include, but is not limited to, geotechnical work, Conceptual, 60%, 90% and final bid documents, bidding assistance, review of submittals, responses to request for information from the contractor, and special inspections, as needed.

Fiscal Impact/Cost Benefit Analysis: The maximum amount payable under this agreement is \$366,300.00. This agreement will be funded through Department of Ecology Water Quality Combined Financial Assistance Funds.

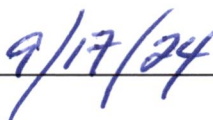
Recommendation: Public Works recommends that the Board execute all two (2) originals of the Professional Services Agreement with BHC Consultants, and return one (1) original to Public Works for further processing.

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

Reviewed By:


Mark McCauley, County Administrator

Date


9/17/24

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

PW2024-115

CONTRACT WITH: BHC Consultants

(Name of Contractor/Consultant)

Contract No.

COUNTY DEPARTMENT:	Public Works
Contact Person:	Samantha Harper
Contact Phone:	360-385-9175
Contact email:	Return to: Chris Spall, ext. 208 sharper@co.jefferson.wa.us

AMOUNT: \$ 366,300

Revenue: Ecology Community Grant and Loan

Expenditure: 366,300

Matching Funds Required: N/A

Sources(s) of Matching Funds: 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: ☐

Samantha Harper, P.E. Digitally signed by Samantha Harper, P.E.
DN: cn=Samantha Harper, o=Co-Jefferson County
Public Works, ou=Public Works, email=S.Harper@co.jefferson.wa.us, c=US

Signature

9/6/2024

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: ☐

Samantha Harper, P.E. Digitally signed by Samantha Harper, P.E.
DN: cn=Samantha Harper, o=Co-Jefferson County
Public Works, ou=Public Works, email=S.Harper@co.jefferson.wa.us, c=US

Signature

9/6/2024

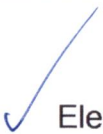
Date

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



Electronically approved by Risk Management on 9/10/2024.

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



Electronically approved as to form by PAO on 9/12/2024.

Standard PSA with the exception of the changes noted on the contract review 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

Philip, This agreement includes Ecology SRF required language and insert (Exhibit E). Also the consultant asked for two changes to Page 2, Section 7 Indemnification. The changes are strikeout and underlined. Thanks, Sam

PROFESSIONAL SERVICES AGREEMENT FOR

Phase 4 – On-site Grinder Pump for the Port Hadlock Sewer System – B&R Mobile Home Park and Northwest School of Wooden Boat

THIS PROFESSIONAL SERVICES AGREEMENT (“this Agreement”) is entered into between the County of Jefferson, a municipal corporation (“the County”), and BHC Consultants (“the Consultant”), in consideration of the mutual benefits, terms, and conditions specified below.

1. Project Designation. The Consultant is retained by the County to perform design and engineering construction support of Phase 4 – On-site Grinder Pump for the Port Hadlock Sewer System – B&R Mobile Home Park and the Northwest School of Wooden Boat Campus.
2. Scope of Services. Consultant agrees to perform the services identified on Exhibit “A” attached hereto including the provision of all labor.
3. Time for Performance. Work under this Agreement shall commence upon the giving of written notice by the County to the Consultant to proceed. The Consultant shall perform all services and provide all work products required pursuant to this Agreement on the dates listed on Exhibit “A”. Time is of the essence in the performance of this Agreement.
4. Payment. The Consultant shall be paid by the County for completed work and for services rendered under this Agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on Exhibit “C” attached hereto, provided that the total amount of payment to Consultant shall not exceed \$366,300.00 without express written modification of the Agreement signed by the County.
 - b. The Consultant may submit invoices to the County once per month during the progress of the work for partial payment for project completed to date. Such vouchers will be checked by the County, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment of Consultant invoices shall be within 30 days of receipt by the County for any services not in dispute based on the terms of this Agreement.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the County after the completion of the work under this Agreement and its acceptance by the County.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Consultant’s records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the County and state for a period of three (3) years after final payments. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the County whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors. Consultant shall not be held liable for reuse of documents or modifications thereof, including electronic data, by County or its representatives for any purpose other than the intent of this Agreement.
6. Compliance with laws. Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.
7. Indemnification. The Consultant 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 negligent acts, errors or omissions of the Consultant 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 Consultant and the County, its officers, officials, employees, agents and volunteers (and their marital communities) the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
8. Insurance. Prior to commencing work, the Consultant shall obtain at its own cost and expense the following insurance coverage specified below and shall keep such coverage in force during the terms of the Agreement.

Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the County named as an additional insured in connection with the Consultant's performance of this Agreement. This insurance shall indicate on the certificate of insurance the following coverage: (a) Owned automobiles; (b) Hired automobiles; and, (3) Non-owned automobiles.

Commercial General Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications.

The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:

- a. Broad Form Property Damage, with no employee exclusion;
- b. Personal Injury Liability, including extended bodily injury;
- c. Broad Form Contractual/Commercial Liability – including coverage for products and completed operations;
- d. Premises – Operations Liability (M&C);
- e. Independent Contractors and subcontractors;
- f. Blanket Contractual Liability.

Professional Liability Insurance. The Consultant shall maintain professional liability insurance against legal liability arising out of activity related to the performance of this Agreement, on a form acceptable to Jefferson County Risk Management in the amounts of not less than \$1,000,000 Each Claim and \$2,000,000 Aggregate. The professional liability insurance policy should be on an “occurrence” form. If the professional liability policy is “claims made,” then an extended reporting period coverage (tail coverage) shall be purchased for three (3) years after the end of this Agreement, at the Consultant’s sole expense. The Consultant agrees the Consultant’s insurance obligation to provide professional liability insurance shall survive the completion or termination of this Agreement for a minimum period of three (3) years.

The County shall be named as an “additional named insured” under all insurance policies required by this Agreement, except Professional Liability Insurance when not allowed by the insurer.

Such insurance coverage shall be evidenced by one of the following methods: (a) Certificate of Insurance; or, (b) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

The Consultant shall furnish the County with properly executed certificates of insurance that, at a minimum, shall include: (a) The limits of overage; (b) The project name to which it applies; (c) The certificate holder as Jefferson County, Washington and its elected officials, officers, and employees with the address of Jefferson County Risk Management, P.O. Box 1220, Port Townsend, WA 98368, and, (d) A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County. If the proof of insurance or certificate indicating the County is an “additional insured” to a policy obtained by the Consultant 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 Consultant to obtain the full text of that endorsement and forward that full text to the County. Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.

Failure of the Consultant to take out or maintain any required insurance shall not relieve the Consultant from any liability under the Agreement, nor shall the insurance

requirements be construed to conflict with or otherwise limit the obligations concerning indemnification of the County.

The Consultant's 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, with the exception of Professional Liability Insurance, so affected shall protect both parties and be primary coverage for all losses covered by the above described insurance.

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.

All deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Consultant.

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

Insurance companies issuing the Consultant's insurance 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 insurance policy.

Any judgments for which the County may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Consultant until the Consultant shall furnish additional security covering such judgment as may be determined by the County.

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 Consultant must provide in order to comply with this Agreement.

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

The Consultant's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.

Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.

The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.

The Consultant shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced. All the insurance policies required by this Agreement 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.

The Consultant shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

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

9. Worker's Compensation (Industrial Insurance).

If and only if the Consultant employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Consultant, the Consultant shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to Jefferson County Risk Management, upon request.

Worker's compensation insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws.

This coverage shall extend to any subconsultant that does not have their own worker's compensation and employer's liability insurance.

The Consultant expressly waives by mutual negotiation all immunity and limitations on liability, with respect to the County, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

If the County incurs any costs to enforce the provisions of this subsection, all cost and fees shall be recoverable from the Consultant.

10. Independent Contractor. The Consultant and the County agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant specifically has the right to direct and control Consultant's own activities, and the activities of its subconsultants, employees, agents, and representatives, in providing the agreed services in accordance with the specifications set out in this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement, including, but not limited to: retirement, vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Jefferson County employees. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

11. Subcontracting Requirements.

The Consultant is responsible for meeting all terms and conditions of this Agreement including standards of service, quality of materials and workmanship, costs, and schedules. Failure of a subconsultant to perform is no defense to a breach of this Agreement. The Consultant assumes responsibility for and all liability for the actions and quality of services performed by any subconsultant.

Every subconsultant must agree in writing to follow every term of this Agreement. The Consultant must provide every subconsultant's written agreement to follow every term of this Agreement before the subconsultant can perform any services under this Agreement. The County Engineer or their designee must approve any proposed subconsultant in writing.

Any dispute arising between the Consultant and any subconsultant or between subconsultant must be resolved without involvement of any kind on the part of the County and without detrimental impact on the Consultant's performance required by this Agreement.

12. Covenant Against Contingent Fees. The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement 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.
13. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin,

religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

14. No Assignment. The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.
15. Non-Waiver. Waiver by the County of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
16. Termination.
 - a. The County reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
 - b. In the event of the death of a member, partner, or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the County. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the County, if the County so chooses.
17. 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 the County shall be sent to the following address:

Jefferson County Public Works
623 Sheridan Street
Port Townsend, WA 98368

Notices to Consultant shall be sent to the following address:

BHC Consultants
1601 5th Avenue, Suite 500
Seattle, WA 981001
18. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated Agreement between the County and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. No representation or promise not expressly contained in this Agreement has been made. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, by the County within the scope of this Agreement. The Consultant ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting

material submitted by the Consultant, accepts this Agreement and agrees to all of the terms and conditions of this Agreement.

19. Modification of this Agreement. This Agreement may be amended only by written instrument signed by both County and Consultant.
20. 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 this Agreement shall be submitted in writing within 10 days to the Director of Public Works or County Engineer, 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 this Agreement, 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. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.
21. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.
23. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
24. No Oral Waiver. No term or provision of this Agreement 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.
25. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.
26. Binding on Successors, Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs, and assigns.
27. No Assignment. The Consultant shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of the County.

28. No Third-party Beneficiaries. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.
29. Signature in Counterparts. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement shall have the same force and effect as if all the parties had signed the original.
30. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
31. Arms-Length Negotiations. The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
32. Public Records Act. Notwithstanding the provisions of this Agreement 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, the Consultant agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. The Consultant further agrees that upon receipt of any written public record request, Consultant shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.
33. Ecology Fund Requirements. Attached to this Agreement (Exhibit E) is the Washington State Department of Ecology Water Pollution Control Revolving Fund Engineering Services Insert, Revised 10/24/14.

DATED this _____ day of _____, 20_____.

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

BHC Consultants, LLC

Name of Consultant

Kate Dean, District 1

James Gross

Consultant Representative (*Please print*)

James R Gross

Digitally signed by James R Gross
DN: C=US,
E=jim.gross@bhccconsultants.com,
O="BHC Consultants, LLC",
CN=James R Gross
Date: 2024.09.12 13:30:18-07'00'

(Signature)

Heidi Eisenhour, District 2

Greg Brotherton, District 3

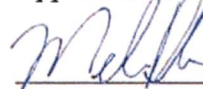
President

Title

9/12/2024

Date

Approved as to form only:



for 09/12/2024

Philip C. Hunsucker

Date

Chief Civil Deputy Prosecuting Attorney



Monte Reinders, P.E.

9.13.24
Date

Public Works Director/County Engineer

EXHIBIT A

SCOPE OF WORK

Jefferson County

Port Hadlock 2024 Sewer Project – Phase 4

Statement of Understanding

Jefferson County (County) has been planning to sewer the urban core and commercial areas of Port Hadlock since 2010. The County's Comprehensive Plan designated Port Hadlock as a Future Urban Growth Area. The construction of the proposed wastewater collection and water reclamation system will permit this area to be built to the maximum density allowed in the Urban Growth Area (UGA).

To accomplish this effort, the County has divided the sewer development into several phases including:

- Phase 1 – Site Preparation: This work was performed by Seton Construction to improve the treatment plant site, and construction was completed in February 2024.
- Phase 2 – The Membrane Bioreactor (MBR) Reuse (treatment) Plant: The MBR Reuse Plant has been designed by Tetra Tech. The reclaimed water from the plant will be infiltrated into the ground to recharge Chimacum Creek and support endangered Chum Salmon. The goal is to have the wastewater treatment plant (WWTP) in operation by July 2025. The WWTP needs an influent flow of 24,000 gallons per day (gpd) to begin operations and connections are critical to the overall success of the project. The WWTP's max capacity is 90,000 gpd, and design flow is 70,000 gpd. This project was awarded to Interwest Construction Inc (ICI), and construction is scheduled from March 2024 to July 2025.
- Phase 3 – Collection System: This work will construct low-pressure high-density polyethylene (HDPE) force mains in the street right-of-way (ROW). This work was awarded to Seton Construction with construction scheduled from April to December 2024.
- Phase 4 – On Site Design: These improvements will convey sewer flow from businesses and residences to the collection system installed under Phase 3. The onsite sewage system will consist of gravity side sewers from businesses and houses to grinder pumps. The grinder pumps will pump through small diameter HDPE discharge lines on the private property and connect to the Phase 3 piping. Where practical, traditional gravity sewers may be utilized to collect from multiple businesses/residences before discharging to a larger grinder pump station. The Phase 4 work will be divided up and designed by multiple engineering firms. BHC Consultants, LLC's (BHC) work includes the Northwest School of Wooden Boat Building and neighboring properties and BnR Mobile Home Court (BnR Court).
 - Northwest School of Wooden Boat Building: Northwest School of Wooden Boat Building (NWSWB) includes the school and neighboring homes and businesses along North Water Street, which are near sea level, and the school's upper campus that is accessed from Lower Hadlock Road. See Figures 1A and B in Exhibit B. This sewer collection system will initially connect to the school and associated restaurant and cottages, Star Marine, and an adjacent residence. Future connections are anticipated for a few undeveloped properties and

residences; these will be connected under a separate project. Immediate and future connections are listed below:

- North Water Street – East Side or Water Side from South to North:
 - NWSWB McPherson Shop at 32 N.
 - NWSWB Westrem Shop and Office at 42 N.
 - Star Marine owned by Hokulele LLC including Building at 64 N and commercial pier.
 - Star Marine owned waterside Parcel 989400707 to the north (future connection).
 - Private residences (Greg and Magnusson) at 92 N and 126 N (future connection).
- North Water Street – West Side or Hill Side from South to North:
 - NWSWB Ajax Café and unsewered out building at 21 N.
 - NWSWB Birkenfeld Building at 33 N.
 - NWSWB 5 Cottages and 1 larger residence at 33 N.
 - Star Marine owned residence at 81 N.
 - Star Marine property at Parcel 989400704 (future connection).
- South Water Street:
 - 50 South Water Street (future connection)
- Lower Hadlock Road – This is limited to NWSWB Upper Campus, a 5.26-acre parcel at 163 Lower Hadlock Road. The buildings listed from east to west include:
 - Metal Shop.
 - Marine Systems Building.
 - Hammond Building.
 - Rub Shelter (three separate enclosures).

The collection system will include approximately 450 feet of piping to serve North Water Street. The flow from this line will discharge to a 3-inch HDPE low-pressure sewer line at the Ajax Café constructed as part of the Phase 3 improvements. From the Ajax Café, the Phase 3 collection system extends up to the NWSWB Upper Campus and from the Upper Campus near the existing septic tank up an undeveloped hillside to Curtiss Street. The sewer along South Water Street will not be constructed as part of this project. The collection system design will include stubs with isolation valves and will provide additional capacity to allow future connections of four (4) additional residences along North Water Street.

The North Water Street collection line will run north to south beginning from the northern most NWSWB cottage and extend to Ajax Café, and on the north end, will include a low-pressure line that extends from behind the cottages to Water Street. To comply with existing shoreline permitting and minimize impacts to a known culturally significant area, the County desires to route a low-pressure sewer line west and behind the cottages and buildings to Ajax Café instead of locating the sewer lines in the road or shoulder of North Water Street. This alignment west of the North Water Street buildings creates a tight construction corridor that is complicated by septic systems in the potential alignment area. To permit construction of the

sewer collection system behind the cottages, the cottages and potentially Ajax Café will need to be taken out of service and likely closed while the line is installed.

Sewer along the water side of North Water Street from the NWSWB Westrem Building at 42N and the Star Marine office building and pier at 64N will be pumped across North Water Street through existing piping and connected to the proposed collection line using new grinder pumps that will be designed as part of this scope. The Star Marine pier contribution includes domestic waste from tugs.

In series pumping will be used to serve the NWSWB collection area to overcome the approximate 125-foot static lift to pump to the WWTP.

Power for the proposed pumps stations at the NWSWB site including, the Westrem Building, Star Marine, Ajax Café, and the Upper Campus will be provided by the building owner by an owner hired electrician and power will be brought outside and terminated at the proposed location for the pump station control panel; BHC's electrical design work will be between the control panel and pump station.

- BnR Mobile Home Court (BnR Court) at 611 Cedar Avenue: BnR Court includes 72 residences with the majority mobile homes and few traditional residences. The site is approximately 950 feet east-west and 800 feet north-south and the topography generally slopes east and south to an undeveloped clearing in the southeast corner of the BnR Court property. This clearing will serve as a common area for a centralized pump station and as a connection point between the BnR Court pump discharge and the Phase 3 sewer line. The Phase 3 Collection System will be constructed in the adjacent right-of-way along SR116 (Ness's Corner Road) and along Cedar Avenue. See Figure 2 in Exhibit B.
 - The site will be sewer by running gravity sewer lines west to east in the access roads that serve the residences and repaving following installation with a trench patch repair. The gravity collection lines will drain to a centralized pump station (that may include multiple pumps and wetwells) located in the undeveloped clearing. In total, approximately 3,100 lineal feet of sewer line is required to serve the site. Individual grinder pumps and low pressure HDPE sewer lines will not be evaluated as an alternative, and locating the collection lines in the backyards between residences will not be pursued as an option.

The design will include a new service and meter powered by Jefferson PUD to power the centralized pump station in the southeast corner of the BnR Court site.

Scope of Work

The Scope of Work tasks are separated into four components where applicable:

1. Work Tasks: Tasks that will be completed by BHC team.
2. Receivables: Elements that will be provided by the County.
3. Assumptions: Assumptions used to develop each Work Task.
4. Deliverables: The finished product will be delivered to the County via electronic and/or hard copy.

Task 1 – Project Management

Work Tasks:

- 1.1 Client and Team Coordination: Coordinate with County staff and provide regular status updates through meetings, telephone communication, and e-mail during the project. Proactively manage team resources needed to complete the project.
- 1.2 Monthly Invoices: Prepare monthly invoices and progress reports.
- 1.3 Project Kickoff Meeting: Meet with project staff with up to two (2) BHC attendees at 8 hours each including travel time, and 2 hours for meeting minutes. This includes site walk and review with County and Owners for preliminary location of pipelines, grinder pump stations and centralized pump stations where applicable.
- 1.4 Project Management Plan: Work with County to define project delivery and schedule of improvements.
- 1.5 Quality Assurance/Quality Control (QA/QC) of Deliverables: A senior level Engineer will review all documents before they are submitted to the County as part of BHC's QA/QC Program. The review will be both a constructability review and document review to verify the documents meet industry standards of care. This will occur for the Predesign, 60%, 90%, and Final Bid Ready Design submittals.

Receivables:

- Approved Contract.

Assumptions:

- Project duration is anticipated to be up to 24 months, including time for investigations, design, bid support, and engineering services during construction.
- Meetings will be held onsite or at the County office, as appropriate.

Deliverables:

- Up to 24 monthly invoices and progress reports.
- Meeting agenda and site visit/meeting minutes.

Task 2 – Investigations

Work Tasks:

- 2.1 Data Review: Review of documents provided by the County for Phase 3 Collection System, NWSWB, Star Marine and BnR Court including:
 - Topographic survey prepared for this project.
 - Phase 3 collection system record drawings or design drawings.
 - Utility as-built drawings.
 - Electrical record drawings near site showing electrical lines near the three sites.
 - Design pressure at Phase 3 connection points for the sites, or modeling results to estimate the pressure at Phase 3 connections at build-out.

- Septic records, or as-built drawings showing building sewer drainpipe, pump systems where applicable, septic tank, and drain field locations.
- Water usage records for two subareas and County's sewer flow estimates for the NWSWB.
- Star Marine operational data to check for vessel pump out practices and other significant sewer generating activities.
- Geotechnical and groundwater data prepared for the project.

2.2 Geotechnical Investigation at NWSWB:

- HWA Geosciences, Inc. (HWA) will provide geotechnical investigation of the NWSWB proposed sewer alignment between Ajax Café and the school's cottages on North Water Street to investigate the soil characteristics and the groundwater level. See the proposed scope of work and budget attached in Exhibit D.

Receivables:

- Topographic base map for the project areas including surface features, ROW and property lines, sewer drainpipes, septic tanks, drain fields, and utilities locates.
- Phase 3 collection system information that includes record drawings (or design drawings), pipe materials, and the County's hydraulic modeling results to confirm the Phase 3 pipeline pressure at the connection point for the NWSWB and BnR Court are acceptable for the selected pumps.
- As-built drawings.
- Existing pump station and storage tank information for NWSWB and Star Marine including record drawings and manufacturer's cut sheets.
- County's sewer flow estimate for NWSWB service area and supporting water usage records as available.
- Current and projected NWSWB student and staff population, including daily and permanent residences.
- Two to five years of water usage records for NWSWB, Ajax Café, Star Marine and BnR Court.
- Star Marine operational data that includes vessel pump out data to identify the peak flowrate to the new collection system. Preferred information to include volume pumped, pump rates and duration of pumping.

Assumptions:

- The County will provide the requested data and information within 15 working days of request.
- The survey base map will be suitable for developing design drawings. Surveyor will identify finish floor elevation of units in BnR Court that are located below the adjacent street level. Upon BHC's request, the surveyor will provide additional survey, field pickups and supplementary information. BHC is not responsible for survey completeness.
- The County will conduct communications with the Owner's and collect information from the service areas.

- The collection system and pump stations will be sized to accommodate sewer flows based on the County's flow calculation (at NWSWB), and based on available water usage records, Star Marine operational data, pump manufacturers, and handbook recommendations for wastewater generated at private residences and mobile homes.

Deliverables:

- Geotechnical Report, as described in Exhibit D.

Task 3 – Predesign

Work Tasks:

- 3.1 Flow Memorandum: Prepare a memorandum to identify the design flow at the two sites. Identify existing flows at NWSWB and BnR Court comparing two approaches: first approach based on water usage records and peaking factors, and second approach based on recommended DOE or DOH unit flows for mobile home, shop building, etc. Estimate design flows based on future peak flows at NWSWB and BnR Court based on expected future home connections, and future flow increases identified by NWSWB and Star Marine.
 - Identify design flows and size centralized pump stations for each service area. Identify design flows and size pump stations for Westrem Building and Star Marine at the NWSWB site.
 - Size the storage tank for Star Marine if needed to attenuate the surge from offloaded tug sewer flow.

Review Meeting: Flow Memo review meeting between BHC and County (virtual) with two (2) BHC attendees at two (2) hours each.
- 3.2 Electrical Site Visit: One (1) site visit meeting. BHC and County to meet with Star Marine and NWSWB to coordinate pump electrical power supply with Owners, and to meet with JPUD to discuss electrical service at BnR Court. Meeting includes two (2) BHC attendees at 8 hours each.

Receivables:

- County's consolidated review comments for the Flow Memorandum.

Assumptions:

- Owner's will provide requested flow data.

Deliverables:

- Flow Memorandum.

Task 4 – Design

Work Tasks:

- 4.1 60% Design: Development of Plans, Overall Site Figure, Specifications, and Opinion of Probable Construction Cost (OPCC).
- 4.2 90% Design: Development of Plans, Specifications, and OPCC.
- 4.3 Final Bid Ready Design: Development of Plans, Specifications, and OPCC.

4.4 Design Development Meetings: Periodic design development meetings (total of 6 meetings) with up to three (3) BHC attendees at 1 hour each, plus 1 hour for meeting preparation and notes. Meeting will be virtual (MSTeams).

4.5 Design Review Meetings: Sixty percent (60%) Design Review and 90% Design Review of each with three (3) BHC attendees up to 3 hours each including meeting preparation and notes. Meetings will be virtual (MSTeams).

4.6 Design Review Meeting with Owners: Following sixty percent (60%) Design, meet with Owners and County at NWSWB and BnR Court to confirm alignment. Meeting includes two (2) BHC attendees at 8 hours each.

Receivables:

- County and Owner's review comments for the 60% and 90% Design with County consolidating comments and eliminating conflicting comments, including conflicting comments between private Owners and County.
- County's draft of the project specifications that include Bidding documents, contract documents, Washington State Department of Transportation (WSDOT) Division 1 Specifications and bid tabs.
- Standard details as appropriate.
- Example construction contract documents from other Phase 4 projects including bid tabs for other on-site work.

Assumptions:

- Cost estimates based on: Trench patch in road with 3-inch AC, 4-inch crushed surfacing base course, 30-inch width low-pressure sewer and 6-foot width gravity, Trench backfill requiring 20% import backfill in road and native backfill for trenches in yards and out of ROW.
- BHC will develop plans to identify the locations of grinder pumps, sewer collection lines, electrical power lines needed to support the pump stations for the County review as part of 60% Design drawings. The location of these facilities will be relatively fixed after they have been updated to reflect the 60% Design review comments.
- Plan set to include up to thirty-three (33) drawings. The anticipated drawings include:
 - General sheets – four (4) drawings.
 - TESC sheet – one (1) drawing providing details.
 - Civil Sheets – twenty-two (22) drawings.
 - Survey Control Plan and Notes
 - Existing Conditions, Demolition and TESC Plan
 - Pipe Plan and Profiles –nine (9) drawings at 450 LF per sheet.
 - Civil and Grinder Pump Details – four (4) drawings.
 - Electrical – six (6) drawings.
- Low-pressure piping used in this project will be HDPE SDR 11 iron pipe size (IPS), and gravity sewer piping used on-site will be 8" PVC gasketed sewer pipe ASTM D3034 SDR 35.
- The County will secure easements needed for work on private property.

- Site access will be provided by owners throughout this project.
- County is responsible for coordination discussions with property owner. County and property owner to establish pavement restoration requirements on private property when pipelines are constructed in paved areas.
- Additional capacity will be provided in the NWSWB service area's collection system to accommodate future flow increases identified by NWSWB and Star Marine, and to accommodate four future residential connections along North Water Street that include 92 N, 126 N, Parcel 989400704, and Parcel 989400707. Future connection of the residence at 50S South Water Street would be directly to Phase 3 collection line near Ajax Café.
- Unless the Owner provides input suggesting future development or the County requests additional capacity be provided, the BnR Court collection systems and pump stations will be sized based on the current development since the site is relatively built-out and expansion is not anticipated.
- Permitting, environmental investigation, and cultural resource investigation will be done by others.
- Soil contamination is not present and addressing soil contamination is not included in the scope.
- Groundwater at BnR Court does not require significant dewatering.
- The County to provide standard Division 0 and Division 1 documents, such as bidding documents, Contractor contract documents, bond requirements, special provisions, etc., if available.
- Washington State Department of Transportation (WSDOT) Standard Specifications (latest edition) will be used as the basis for the project specifications.
- CSI specifications will be incorporated into the WSDOT based Specification package for the electrical related elements.
- Gravity collection piping will be designed in accordance with the Washington State Department of Ecology guidelines with 8-inch PVC gravity lines, manholes at 400 feet maximum spacing, and at change in line and grade.
- Except where buildings can be closed such as the NWSWB cottages, existing septic systems shall remain operational until the sewer system is operational.
- A typical detail will be developed using County details to show side sewer connections between residences and grinder pumps or gravity collection lines. The connection to each house will be shown in plan view only with no profile.
- Up to two residences will be served by a single grinder pump station, except where a centralized pump station design is utilized.
- At NWSWB, an Electrician hired by the school or Star Marine will bring power from the existing building panel to a pump control panel located outside; BHC will provide electrical design from the pump control panel to the pump.
- At BnR Court, BHC will coordinate with JPUD to provide a new service and electrical meter to power the central pump station(s).
- The design will be standardized around a commercially available grinder pump station package.
- A pump control panel selected by the County from the manufacturer standard models will be used. The panel will include a breaker panel, generator receptacle, an external alarm and telemetry to communicate pump failure.

- On-site permanent standby or emergency power is not included.
- Opinion of Probably Construction Cost (OPCC) will be subject to levels of accuracy and contingency percentages recommended by the American Association of Cost Engineers.

Deliverables:

All deliverables will be submitted electronically in PDF format. Source files in MS Word or AutoCAD will be available upon request. Design deliverables will include the following:

- Design review meeting agendas and minutes.
- 60% Design – One (1) electronic copy (PDF format) Plans, Overall Site Figure, Specifications, and OPCC.
- 90% Design – One (1) electronic copy (PDF format) Plans, Specifications, and OPCC.
- Final Bid Ready Design – One (1) electronic copy (PDF format) Plans, Specifications, and OPCC.

Task 5 – Assistance During Bidding

BHC will support the County during the bidding phase.

Works Tasks:

5.1 Bid Assistance: Bid assistance will include:

- Attend the pre-bid meeting.
- Respond to up to six (6) bidder questions with one (1) hour each Project Manager and two (2) hours each Civil or Electrical Engineer.
- Prepare up to two (2) addenda to the County.
- Review bids and provide the County with recommendation of Contractor award.

5.2 Conformed Documents:

- Prepare a Conformed Set of Contract Documents that reflect the changes made through addenda, if any.

Receivables:

- Contractor bids.

Assumptions:

- The pre-bid meeting and bid opening meeting will occur on site. It is assumed that one representative from BHC will attend the pre-bid meeting and the bid opening meeting. Up to six (6) hours are allocated for each meeting, including travel time.
- The County will be responsible for advertising the project in the Daily Journal of Commerce (DJC), and local newspapers, and distributing bid packages including posting bid documents on Builder's Exchange, if required.
 - Bid review includes checking bid forms for accuracy, checking Contractor references and preparing a recommendation. Up to one (1) hour Project Manager and four (4) hours Lead Civil/Project Engineer.

Deliverables:

- Responses to up to six (6) bidder questions.
- Up to two (2) Addenda.
- Written recommendation of Contractor award.

Task 6 – Engineering Services During Construction

County will provide construction management and day-to-day construction services such as construction oversight and daily site visits. BHC will assist in review of submittals, responding to requests for information (RFIs) from the Contractor, and preparation of change orders.

Work Tasks:

- 6.1 Pre-Construction Meeting Preparation and Attendance: Two meetings (one for NWSWB and one for BnR Court) will be attended virtually by the BHC Project Manager and Lead Civil and Electrical Engineer, two (2) hours each.
- 6.2 Site Visit/Meetings: Up to four (4) site visits/meetings are included not including Substantial Completion Review and Final Walkthrough Meetings in Task 6.3). This task will be used on an on-call basis, with consultant support provided upon request from the County. Site visits at eight (8) hours each including travel, and two (2) hours for meeting preparation and notes.
- 6.3 Substantial Completion Review Meetings: Up to two (2) meetings, one meeting at each site, at twelve (12) hours each including travel and for punch list preparation.
- 6.4 Submittal Reviews: Submittal review for up to six (6) submittals (3 Civil and 3 Electrical) at four (4) hours each including one initial and one final review. The County will review most of the submittals, and BHC will review select submittals including pumps, control panels, odor control, and electrical submittals. This task will be used on an on-call basis, with consultant support provided upon request from the County.
- 6.5 Change Order Preparation, if required: Up to one (1) change order is included.
- 6.6 Record Drawings: Prepare Record Drawings to reflect the modifications to the design that occurred during construction based on the redline markups provided by the Contractor.

Receivables:

- Submittals
- Contractor red-lines of drawings to prepare record drawings.

Assumptions:

- County is responsible for overall day-to-day construction management.
- Contractor will send submittals to the County with a copy to BHC. The County will lead the review and response to the Contractor with support from BHC.
- Product submittals will take up to two reviews to complete. Submittals and their reviews shall be in electronic form so far as practicable.
- County will retain and coordinate site visits by qualified special inspectors for Special Inspections required by the building permit.

- County will certify that special inspections as required by the building permit have been performed and any deficiencies corrected.
- Engineering Services during Construction will be limited to the total amount shown below and in Exhibit C. If additional Engineering Services during Construction are needed by the County, the contract will be modified to allow for these additional services. Since the exact level of effort required or the issues that may arise during construction are not known at this time, the above scope of work describes tasks commonly associated with Engineering support during construction for this type of project. The budgets presented in the fee estimate are averages for similar projects and are based on the construction and administration times noted above. However, the Contractor's experience and level of performance can substantially impact the effort required for these tasks. Effort may be required that exceeds the estimated budget amount. BHC will monitor the budget and immediately notify the County if added budget will be needed.

Deliverables:

- Pre-Construction Meeting Agenda and Meeting Minutes.
- Site Visit/Meeting Reports.
- Substantial Completion Punch List.
- Submittal reviews and responses.
- Change Orders.
- Record Drawings – Draft and Final.

Exclusions

Due to the nature of contract and the work scoped herein, the following items are excluded from this Scope of Work:

- Surveying.
- Except geotechnical services provided for work at NWSWB, geotechnical services will not be provided.
- Cultural resources activities. Example, site assessments, investigations, monitoring during construction, etc.
- Environmental services. Example, environmental site assessments to look for waste of spill sites, monitoring during construction, etc.
- Flow monitoring.
- Permitting support. Example, work near shorelines, right-of-way, DOT related, building, electrical, stormwater, etc.
- Distributing bidding documents.
- Engineering review or verification of Phase 3 piping and pipe sizing.

Project Budget

The total Not to Exceed budget for Tasks 1 through 6 is \$366,300 which includes subconsultant fees. A breakdown of the Project Budget is provided in Exhibit C. BHC may reallocate budget between the tasks and subtasks as necessary due to project developments. BHC will establish a separate task in their accounting system to track the management reserve budget, and this management reserve money may only be used upon written pre-authorization from the County.

The total project duration is 24 months and will extend from the calendar years 2024 to 2026. Rate adjustments for Consultant team will be made in January of each year. Rates invoiced in 2025 and 2026 will be adjusted rates approved by the County at the time of performance.

Schedule

A preliminary project design schedule outline that shows project milestones and anticipated delivery dates is provided below. These dates are based on two separate design packages required for multiple funding sources, the notice to proceed (NTP) date as indicated and the County providing design review comments within the dates noted below. Upon approval of the scope and budget, a formal bar chart style schedule will be prepared.

Project milestones and deliverables include:

- Notice to Proceed – September 9, 2024
- Flow Memo Deliverable (3 weeks) – September 23, 2024
- Flow Memo Review Meeting w County (1 week) – September 30, 2024

BnR Court Design:

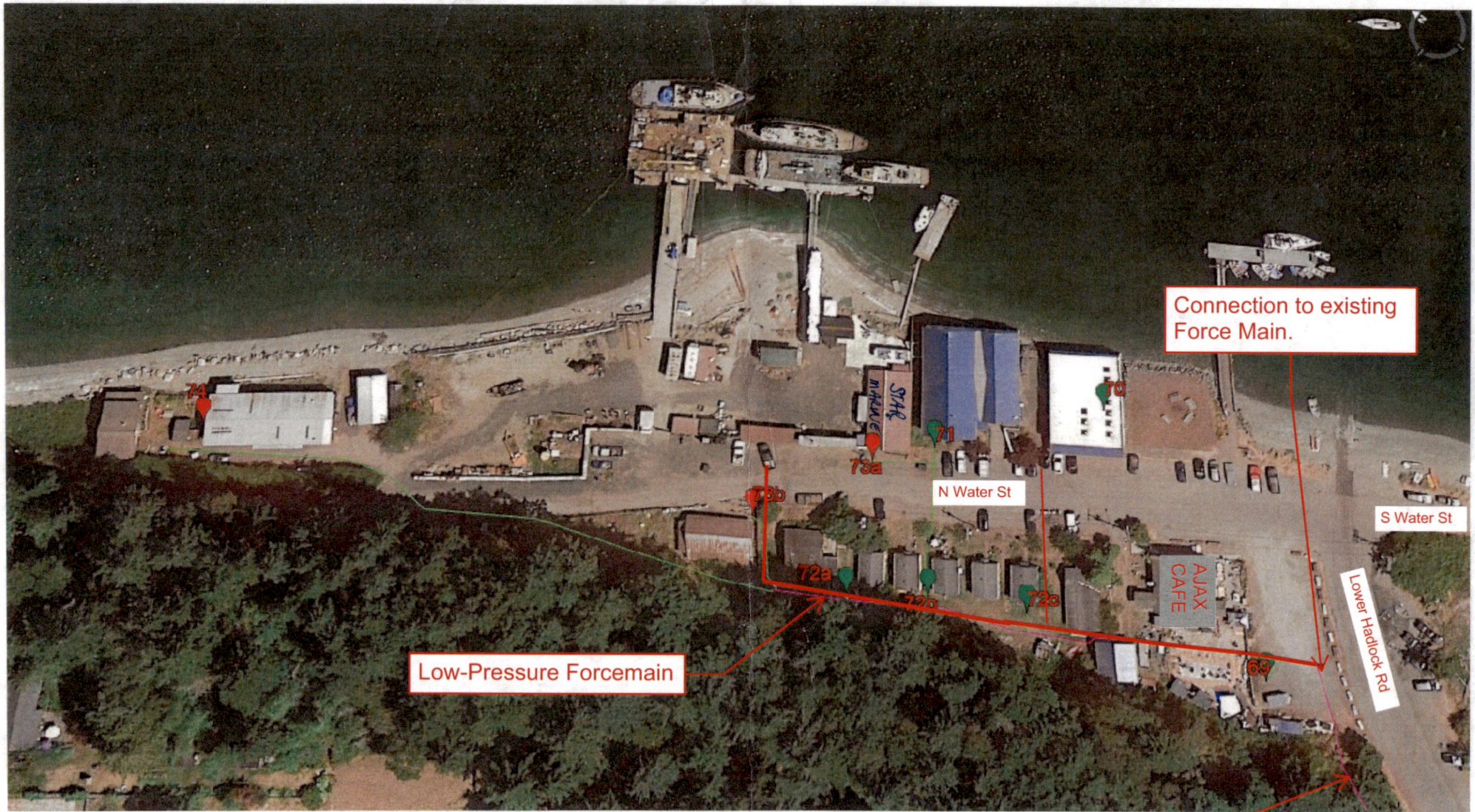
- 60% Design Deliverable – November 1, 2024
- 60% Design Review Meeting with County (3 weeks) – November 22, 2024
- 90% Design Deliverable (4 weeks after review comments) – December 20, 2024
- 90% Design Review Meeting with County – January 17, 2025
- Final Bid Ready Design Deliverable – February 28, 2025

NWSWB:

- 60% Design Deliverables – March 21, 2025
- 60% Design Review Meeting with County (3 weeks) – April 11, 2025
- 90% Design Deliverable (4 weeks after review comments) – May 9, 2025
- 90% Design Review Meeting with County (2 weeks) – May 23, 2025
- Final Bid Ready Design Deliverable (4 weeks after review comments) – June 20, 2025

EXHIBIT B

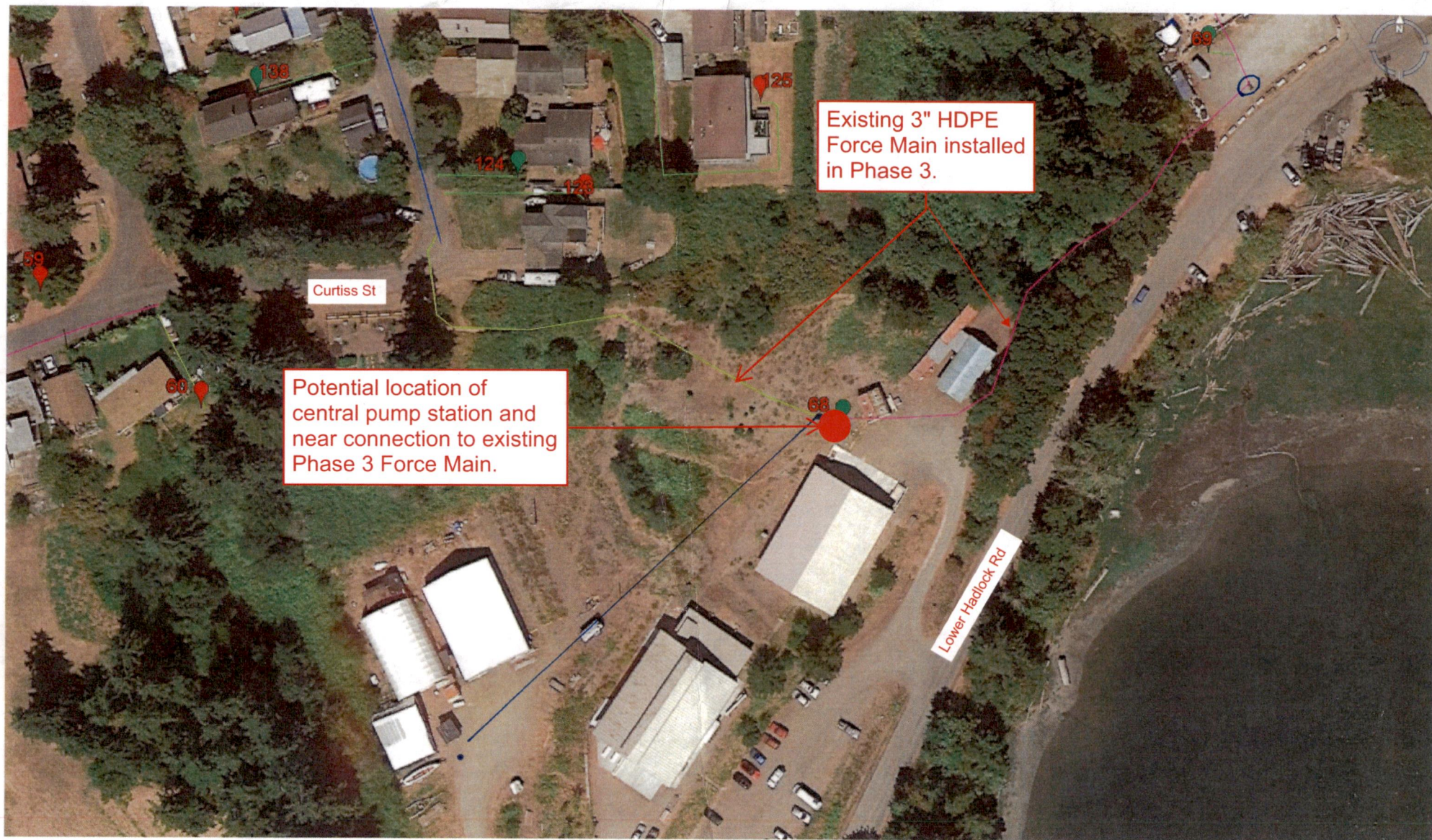
Figures



Properties #69-74 - WBBS/Water St.

Existing 3" HDPE Force
Main installed in Phase 3.

FIGURE 1A
NWSWB LOWER CAMPUS



Existing 3" HDPE
Force Main installed
in Phase 3.

Potential location of
central pump station and
near connection to existing
Phase 3 Force Main.

Curtiss St

Lower Hadlock Rd

Property #68 - WBBS

FIGURE 1B
NWSWB UPPER CAMPUS



LEGEND:

Gravity Sewer



FIGURE 2
BnR Court

EXHIBIT C

Project Budget

Exhibit C - Project Budget

Jefferson County

Port Hadlock 2024 Sewer Project - Phase 4

Task	Description	Principal In Charge/ QA-QC		Project Manager		Design Engineer		Electrical Engineer		CAD		Clerical Support		Administrative Staff		TOTAL	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
		\$279 J. Gillespie		\$254 J. Frech		\$149 C. Yeh-Tinetti		\$285 J. Gibson		\$168 Olsoe/Canaso		\$152 S. Fritchman		\$171 U. Pierson			
1	Project Management																
1.1	Client and Team Coordination		\$ -	48	\$ 12,202	36	\$ 5,357		\$ -		\$ -		\$ -		\$ -	84	\$ 17,558
1.2	Monthly Invoices		\$ -	24	\$ 6,101		\$ -		\$ -		\$ -	24	\$ 3,646	48	\$ 8,184	96	\$ 17,930
1.3	Project Kickoff Meeting (1 meeting, 2 people inc. travel time and meeting notes)		\$ -	10	\$ 2,542	8	\$ 1,190		\$ -		\$ -		\$ -		\$ -	18	\$ 3,732
1.4	Project Management Plan	2	\$ 558	12	\$ 3,050	2	\$ 298		\$ -		\$ -	3	\$ 456		\$ -	19	\$ 4,362
1.5	Quality Assurance/Quality Control (QA/QC) of Deliverables	24	\$ 6,696	12	\$ 3,050	6	\$ 893		\$ -		\$ -		\$ -		\$ -	42	\$ 10,639
	Sub-Total	26	\$ 7,254	106	\$ 26,945	52	\$ 7,738	0	\$ -	0	\$ -	27	\$ 4,101	48	\$ 8,184	259	\$ 54,222
2	Investigations																
2.1	Data Review		\$ -	12	\$ 3,050	24	\$ 3,571		\$ -	4	\$ 672		\$ -		\$ -	40	\$ 7,294
2.2	Geotechnical Investigation at NWSWB		\$ -	4	\$ 1,017	4	\$ 595		\$ -		\$ -		\$ -	2	\$ 341	10	\$ 1,953
	Sub-Total	0	\$ -	16	\$ 4,067	28	\$ 4,166	0	\$ -	4	\$ 672	0	\$ -	2	\$ 341	50	\$ 9,247
3	Pre-design																
3.1	Flow Memorandum	1	\$ 279	10	\$ 2,542	26	\$ 3,869	0	\$ -	0	\$ -	2	\$ 304	0	\$ -	39	\$ 6,994
3.2	Electrical Site Visit		\$ -	8	\$ -		\$ -	8	\$ -		\$ -		\$ -		\$ -		\$ -
	Sub-Total	1	\$ 279	10	\$ 2,542	26	\$ 3,869	0	\$ -	0	\$ -	2	\$ 304	0	\$ -	39	\$ 6,994
4	Design (Plans, Specifications, and OPCC)																
4.1	60% Design (Plans, Specs and OPCC)	2	\$ 558	56	\$ 14,235	167	\$ 24,850	40	\$ 11,408	220	\$ 36,964	12	\$ 1,823		\$ -	497	\$ 89,838
4.2	90% Design (Plans, Specs and OPCC)	2	\$ 558	32	\$ 8,134	96	\$ 14,285	25	\$ 7,130	160	\$ 26,883	10	\$ 1,519		\$ -	325	\$ 58,509
4.3	Final Bid Ready Design (Plans, Specs and OPCC)	2	\$ 558	18	\$ 4,576	52	\$ 7,738	12	\$ 3,422	64	\$ 10,753	10	\$ 1,519		\$ -	158	\$ 28,566
4.4	Design Development Meetings (6 meetings of 3 people @ 2 hrs each)		\$ -	12	\$ 3,050	12	\$ 1,786	6	\$ 1,711	6	\$ 1,008		\$ -		\$ -	36	\$ 7,555
4.5	Design Review Meetings (4 virtual mtg 3 people up to 4 hrs each including meeting & notes)		\$ -	12	\$ 3,050	12	\$ 1,786	8	\$ 2,282		\$ -		\$ -		\$ -	32	\$ 7,118
4.6	Design Review Meeting with Owner (1 mtg 2 people up to 8 hrs each)		\$ -	8	\$ 2,034	8	\$ 1,190		\$ -		\$ -		\$ -		\$ -		\$ -
	Sub-Total	6	\$ 1,674	130	\$ 33,046	339	\$ 50,443	91	\$ 25,953	450	\$ 75,609	32	\$ 4,861	0	\$ -	1,048	\$ 191,586
5	Assistance During Bidding																
5.1	Bid Assistance		\$ -	17	\$ 4,321	20	\$ 2,976	4	\$ 1,141	4	\$ 672		\$ -		\$ -	45	\$ 9,110
5.2	Conformed Documents	1	\$ 279	4	\$ 1,017	8	\$ 1,190	5	\$ 1,426	20	\$ 3,360	3	\$ 456		\$ -	41	\$ 7,728
	Sub-Total	1	\$ 279	21	\$ 5,338	28	\$ 4,166	9	\$ 2,567	24	\$ 4,032	3	\$ 456	0	\$ -	86	\$ 16,839
6	Engineering Services During Construction																
6.1	Pre-Construction Meeting Preparation and Attendance (2 mtg 3 people)		\$ -	4	\$ 1,017	4	\$ 595	4	\$ 1,141		\$ -		\$ -		\$ -	12	\$ 2,753
6.2	Site Visit/Meetings (2 mtgs 2 people)		\$ -	16	\$ 4,067	20	\$ 2,976		\$ -		\$ -		\$ -		\$ -	36	\$ 7,043
6.3	Substantial Completion Review Meetings (2 mtgs 3 people)		\$ -	24	\$ 6,101	24	\$ 3,571	16	\$ 4,563		\$ -	2	\$ 304		\$ -	66	\$ 14,539
6.4	Submittal Reviews (3 Civil and 3 Electrical)		\$ -	6	\$ 1,525	9	\$ 1,339	9	\$ 2,567		\$ -		\$ -		\$ -	24	\$ 5,431
6.5	Change Order Preparation, if required (1 Total)	1	\$ 279	2	\$ 508	3	\$ 446		\$ -	3	\$ 504	2	\$ 304		\$ -	11	\$ 2,042
6.6	Record Drawings	1	\$ 279	4	\$ 1,017	16.5	\$ 2,455	2	\$ 570	33	\$ 5,545	2	\$ 304		\$ -	58.5	\$ 10,170
	Sub-Total	2	\$ 558	56	\$ 14,235	76.5	\$ 11,383	31	\$ 8,841	36	\$ 6,049	6	\$ 911	0	\$ -	207.5	\$ 41,978
Total Direct Labor Costs		36	\$ 10,044	339	\$ 86,174	550	\$ 81,766	131	\$ 37,361	514	\$ 86,362	70	\$ 10,633	50	\$ 8,525	1,690	\$ 320,665
Subconsultants (HWA costs including 10% mark up)																	\$ 42,240
Misc. ODCs (Approximately 1% of Total Direct Labor Costs)																	\$ 3,209
Total Direct Labor Cost, Subconsultants and ODCs																	\$ 366,300
TOTAL: \$ 366,300																	

EXHIBIT D

HWA Geosciences, Inc. Scope of Work and Budget

oject Cost Estimate
 rt Hadlock Sewer
 otechnical Investigation
 ferson County, Washington



HWA Ref: 2024-175
 Date: 28-May-24
 Prepared by: BKH

- Scope of Work**
- Review existing geotechnical and geological information provided by client and using online resources.
 - Visit site to select and mark the locations of 4 drilled borings with private utility locator. GPS readings will be taken at each borehole location.
 - Estimate assumes access will be provided to allow a track-mounted drill rig to access the drilling locations at no cost to HWA.
 - Drilling of 4 boreholes (2 days). Boreholes will be drilled to depths of about 15 feet each using a track-mounted drill rig. SPT samples will be taken at the surface at 2.5-foot intervals.
 - Monitoring wells (2-inches in diameter) will be installed in two of the boreholes to monitor groundwater fluctuations for a period of 6 months. Data logging transducers will be installed in the wells to record groundwater levels every 30 minutes for a period of 6 months.
 - Prepare exploration logs and assign lab testing, which may consist of natural moisture content, grain size analyses and Atterberg limits.
 - Will make 4 visits over the course of 6 months to download data from the transducers and plot groundwater levels. Data will be provided to the Client and County.
 - Evaluate soil and groundwater condition to provide recommendations for sewer and pump station construction. Contractor will be responsible for the design and implementation of the dewatering and shoring system.
 - Prepare draft geotechnical report presenting the results of our investigation and groundwater level readings. Submit to Client for review.
 - Finalize geotechnical report after review and comments.

ESTIMATED HWA LABOR:

WORK TASK DESCRIPTION	PERSONNEL & 2024 BILLING RATES									TOTAL HOURS	TOTAL AMOUNT
	Prin. IX	Geol. VIII	Engr. VIII	Engr. II	Geol. IV	Geol. II	Admin	CAD	Contracts		
	\$345.00	\$305.00	\$310.00	\$145.00	\$175.00	\$120.00	\$120.00	\$155.00	\$165.00		
Project Setup / Coordination			2						2	4	\$950
Review Existing Information			1	1						2	\$455
Site Visit to Mark Explorations with Private Utility Locator			8	8						16	\$3,640
Drilling of 4 Boreholes				16						16	\$2,320
Prepare Exploration Logs / Assign Lab Testing			2	4						6	\$1,200
Site Visits to Download Transducer Data				32						32	\$4,640
Analyze and Plot Groundwater Data			8	16						24	\$4,800
Prepare Draft Geotechnical Report			8	8				4		20	\$4,260
Prepare Final Geotechnical Report			2	2						4	\$910
Consultation / Project Management / QA / QC			4							4	\$1,240
TOTAL LABOR COSTS	0	0	35	87	0	0	0	4	2	128	\$24,415

LABORATORY TEST SUMMARY:

Test	Est. No. Tests	Unit		Total
		Cost	Cost	
Grain Size Distribution	8	\$135	\$1,080	
Grain Size Distribution w/hydrometer		\$275	\$0	
Ion Exchange Capacity		\$18.4	\$0	
Organic Content		\$75	\$0	
Atterberg Limits	4	\$260	\$1,040	
Locator		\$285	\$0	
LABORATORY TOTAL:				\$2,120

ESTIMATED DIRECT EXPENSES:

Mileage IRS Rate	\$500
Ferry Rates	\$315
GPS Rental	\$50
PIT Equipment Rental	\$0
Laboratory Testing	\$2,120
TOTAL DIRECT EXPENSES:	\$2,985

ESTIMATED SUBCONTRACTOR EXPENSES:

Drilling Contractor	\$10,000
Excavating Contractor small scale PIT	\$0
Private Utility Locator	\$1,000
TOTAL SUBCONTRACTOR EXPENSES:	\$11,000

PROJECT TOTALS AND SUMMARY:

Total Labor	\$24,415
Direct Expenses	\$2,985
Subcontractor Expenses	\$11,000
GRAND TOTAL:	\$38,400

Notes

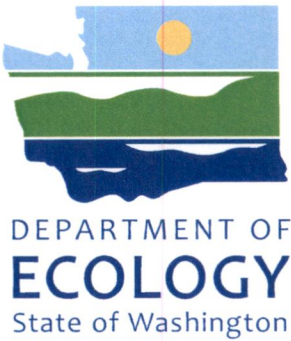
All hours and items are estimated, and may be shifted between tasks within the limits of the total budget at the discretion of HWA's project manager.

No ROW permit or traffic control will be required.

The geotechnical explorations proposed herein will not be used to assess site environmental conditions. However, visual or olfactory observations regarding initial contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and ground water (either sampled or spoils from mining) are beyond this scope of services. If contaminated soils and/or ground water are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to HWA.

HWA will not be held liable for damage to utilities or other underground structures not defined or located for HWA by the City, the Utilities Underground Location Center, or the private locating service.

Exhibit E
Washington State Department of Ecology
State Revolving Fund (SRF) Engineering
Service Insert



WASHINGTON STATE DEPARTMENT OF ECOLOGY
WATER POLLUTION CONTROL REVOLVING FUND

ENGINEERING SERVICES INSERT

Revised 10/24/14

The following clauses will be incorporated into contracts for engineering services receiving financial assistance from the Washington State Department of Ecology Water Pollution Control Revolving Fund. In the event of conflict within the contract these clauses shall take precedence

Compliance with State and Local Laws

The engineering services provider (CONTRACTOR) shall assure compliance with all applicable federal, state, and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project.

State Interest Exclusion

Partial funding of this project is being provided through the Washington State Department of Ecology Water Pollution Control Revolving Fund. Neither the State of Washington nor any of its departments or employees are, or shall be, a party to this contract or any subcontract.

Third Party Beneficiary

Partial funding of this project is being provided through the Washington State Department of Ecology Water Pollution Control Revolving Fund. All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

Cost Basis of Contract

No contract may be written for "cost-plus-a-percentage-of-cost" or "percentage of construction cost." The cost basis for this contract must be cost-reimbursement, unit price, fixed-price, time and materials, or any combination of these four methods.

Funding Recognition

Documents produced under this agreement shall inform the public that the project received financial assistance from the Washington State Water Pollution Control Revolving Fund. Washington State Department of Ecology's and the EPA's logos must be on all signs and documents. Logos will be provided as needed.

Access to the work site and to records

The CONTRACTOR shall provide for access to their records by Washington State Department of Ecology and Environmental Protection Agency (EPA) personnel.

Exhibit E

The CONTRACTOR shall maintain accurate records and accounts to facilitate the Owner's audit requirements and shall ensure that all subcontractors maintain auditable records. These records shall be separate and distinct from the CONTRACTOR's other records and accounts.

All such records shall be available to the Owner and to Washington State Department of Ecology and EPA personnel for examination. All records pertinent to this project shall be retained by the CONTRACTOR for a period of three (3) years after the final audit.

Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion

1. The CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The CONTRACTOR shall provide immediate written notice to the Washington State Department of Ecology if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Washington State Department of Ecology for assistance in obtaining a copy of the regulations.
4. The CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. The CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. The CONTRACTOR agrees to keep proof in its agreement file that it and all lower tier

Exhibit E

recipients or contractors are not suspended or debarred and will make this proof available to the Washington State Department of Ecology upon request. The RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov/> and print a copy of completed searches to document proof of compliance.

This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

Disadvantaged Business Enterprises

General Compliance (40 CFR Part 33).

The CONTRACTOR shall comply with the requirements of the Environmental Protection Agency's Program for Participation By Disadvantaged Business Enterprises (DBE) 40 CFR Part 33.

Non-discrimination Provision (40CFR Appendix A to Part 33).

The CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Six Good Faith Efforts (40 CFR Part 33 Subpart C).

The CONTRACTOR agrees to make the following good faith efforts whenever procuring subcontracts, equipment, services and supplies. The CONTRACTOR shall retain records documenting compliance with the following six good faith efforts.

1. Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at (866) 208-1064.
2. Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
3. Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
4. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a

Exhibit E

contract is too large for one of these firms to handle individually.

5. Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, requiring the subcontractors to take the six good faith efforts in paragraphs 1 through 5 above.