

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

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

Agenda Date: February 3, 2025

Subject: Supplemental Agreement for Consultant Services with Tetra Tech for Phase 2 – Membrane Bioreactor (MBR) Wastewater Treatment Plant for Port Hadlock UGA, Project No. 40521140, Commerce Project No. 22-96515-02

Statement of Issue: Public Works staff request a modification of the scope of work, schedule and budget in the agreement with Tetra Tech LLC for Professional Services Agreement with Tetra Tech, from Seattle, Washington, for Phase 2 – Membrane Bioreactor Wastewater Treatment Plant for Port Hadlock UGA.

Analysis/Strategic Goals/Pro's & Con's: This supplement to the existing scope of work between Jefferson County and Tetra Tech is to provide start-up and ongoing testing of the groundwater monitoring wells. The monitoring well testing will be a condition of the County's Department of Ecology Reuse Permit for the Port Hadlock UGA MBR wastewater treatment plant.

Fiscal Impact/Cost Benefit Analysis: The maximum amount payable under this supplement is \$79,933. The maximum amount payable for the Tetra Tech LLC agreement will increase from \$727,915 to \$807,848. This agreement is funded at 100% by the Department of Commerce Funds.

Recommendation: The Board is requested to sign all two (2) originals of the Supplemental Agreement with Tetra Tech LLC, and return one (1) executed agreement to Public Works.

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

Reviewed By:


Mark McCauley, County Administrator

Date 1/29/25

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Tetra Tech

Contract No: PW2025-006

Contract For: Monitoring Well Establishment for the Water Reclamation Permit for the MBR WWTF PHUGA

Term:

COUNTY DEPARTMENT: Public Works

Contact Person: Samantha Harper

Contact Phone: 360-385-9175

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

AMOUNT: \$79,933

Revenue: Commerce Grant

Expenditure:

Matching Funds Required: N/A

Sources(s) of Matching Funds N/A

Fund # 4052114-0

Munis Org/Obj

PROCESS:

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

APPROVAL STEPS:

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

CERTIFIED: ☒ N/A: ☐

Samantha Harper, P.E.

Signature

Date

Digitally signed by Samantha Harper, P.E.
DN: C=US, E=sharper@co.jefferson.wa.us, O=Jefferson County Public
Works, CN=Samantha Harper, P.E.
Date: 2025.01.16 06:59:22-08'00'

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.

Signature

Date

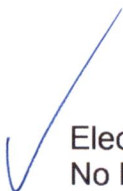
Digitally signed by Samantha Harper, P.E.
DN: C=US, E=sharper@co.jefferson.wa.us, O=Jefferson County
Public Works, CN=Samantha Harper, P.E.
Date: 2025.01.16 06:59:34-08'00'

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



Electronically approved by Risk Management on 1/24/2025.

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



Electronically approved as to form by PAO on 1/23/2025.
No PAO signature needed.

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

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

Supplemental Agreement Number: 1	Organization, Address, and Phone: Tetra Tech Geoff Baldwin 2003 Western Avenue, Suite 700 Seattle, WA 98121	
Agreement Number:		
Project Number 4052114-0	Execution Date: April 22, 2024	Completion Date: January 31, 2026
Project Title Phase 2 – Membrane Bioreactor (MBR) Treatment Plant for Port Hadlock Urban Growth Area (UGA)	New Maximum Amount Payable: \$807,848.00	
Description of Work: Engineering support on the Phase 2 – Membrane Bioreactor (MBR) Treatment Plant for Port Hadlock Urban Growth Area (UGA)		

SUPPLEMENTAL AGREEMENT

The Local Agency of Jefferson County Public Works hereby amends the agreement with Tetra Tech, LLC. (“the Agreement”), executed on April 22, 2024 (and later amended through Supplemental Agreement(s) _____, executed on _____ (“this Supplemental Agreement”).)

All provisions in the Agreement remain in effect, except as expressly modified by this Supplemental Agreement.

The changes to the Agreement are described as follows:

I.

This scope will provide the set up and on-going testing for groundwater monitoring to meet the County’s Department of Ecology Reuse Permit for the membrane bioreactor (MBR) wastewater treatment plant. Refer to Exhibit A for the full scope of work.

II.

Supplement 1 will add a month time to the original agreement. The original completion date was December 31, 2025 and the revised completion date will be January 31, 2026.

III.

Supplement 1 will increase the current agreement payable amount by \$79,933.00, refer to Exhibit B. The original agreement payable amount is \$727,915.00 and the new agreement payable amount will be \$807,848.00.

This Supplemental Agreement shall be effective upon execution by both parties. Work performed consistent with the Agreement prior to execution of this Supplemental Agreement is hereby ratified.

In witness whereof, the parties hereto have executed this Supplemental Agreement Number 1 as shown below.

Tetra Tech, Inc.
(Consultant Firm Name)

COUNTY OF JEFFERSON

BOARD OF COMMISSIONERS

Gordon Munro, Vice President
Consultant's Name

Heather Dudley-Nollette, District 1 Date

Gordon Munro
Consultant's Signature

Heidi Eisenhour, District 2 Date

1.27.25
Date

Greg Brotherton, District 3 Date

Approved as to form only:

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


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

1/16/25

EXHIBIT A

SCOPE OF WORK

JEFFERSON COUNTY DEPARTMENT OF PUBLIC WORKS PORT HADLOCK COLLECTION SYSTEM CONSTRUCTION PHASE SERVICES

GROUND WATER MONITORING

The scope of services provides services to provide ground water monitoring at the Port Hadlock UGA Sewer System is outlined below. This scope of work is based on prior background monitoring and an estimate of the groundwater monitoring that will be required. This scope may need to be modified based on the reclaimed water permit once issued.

TASK 1001 – PROJECT MANAGEMENT

This task includes budget to set up HWA Geosciences (HWA) as a subconsultant, coordinate the ground water monitoring work, track task progress, and communicate with both the County and HWA.

Work in this task is described as follows:

- Progress Updates - Progress updates will be held by telephone approximately monthly with the County to coordinate work activities and keep the County informed of progress to date. It is assumed the work within this task will be over a 10 month period and end on January 31 2026. There will be up to 10 progress updates during that period between the County and the Consultant Project Manager.
- Progress Reports and Billings - It will include brief monthly progress reports along with monthly invoices. Progress reports will contain information on major activities, anticipated actions, and outstanding issues to be resolved.

TASK 1007 – GROUND WATER MONITORING

The following ground water monitoring tasks will be conducted by HWA:

- Prepare groundwater sampling & analysis plan / quality assurance project plan
- Drill, install, and develop new monitoring well
- Re-develop three existing wells, check condition and access
- Assist County with procuring pumps, controllers, sampling equipment, etc., and train County staff on groundwater sampling methods.

- Assuming County samples and analyzes groundwater for 2 rounds of background (before plant starts) monitoring at all 4 wells, (anticipated first and second quarter of 2025), HWA will update background statistics and compliance values, revise background groundwater quality report from 2015.
- Assuming County will conduct two rounds of operational (after plant starts) quarterly ground water sampling, (anticipated third and fourth quarter 2025, HWA will prepare one annual groundwater monitoring report per Department of Ecology Reclaimed Water Facilities Manual for 2025, including:
 - Ground water gradient maps
 - Tabulate results and perform statistical analysis, evaluate compliance
 - Provide one draft and one final, based on client review
- Project management / meetings

Assumptions:

- County will survey elevation of new well and tie into existing wells.
- County will collect and analyze groundwater samples, measure groundwater elevations.
- County will procure and install suitable environmental well pumps.
- County-contracted laboratory will provide data in excel format electronic data deliverables (EDDs) in compatible Department of Ecology Environmental Information Management (EIM) format.
- The budget presented reflects an estimate based on current understanding of the project requirements for a scope of work developed from information provided. We reserve the right to transfer hours and budget dollars between tasks to satisfy project requirements. The budget also reflects estimated direct costs to the project for testing, drilling, equipment rental etc. Funds allocated for direct costs may be transferred to professional/technical hours or vice versa, to satisfy project requirements.

[illegible]

PROFESSIONAL SERVICES AGREEMENT FOR

THIS PROFESSIONAL SERVICES AGREEMENT ("this Agreement") is entered into between the County of Jefferson, a municipal corporation ("the County"), and Tetra Tech ("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 engineering support on the Phase 2 – Membrane Bioreactor (MBR) Treatment Plant for Port Hadlock Urban Growth Area (UGA).
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".
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 "B" attached hereto, provided that the total amount of payment to Consultant shall not exceed \$727,915.00 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 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 either party 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.
 - c. The Consultant may terminate services on the Project upon seven (7) days written notice in the event of substantial failure by the County to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the County shall pay Consultant all outstanding invoices, together with all costs arising out of such termination, within thirty (30) days. The County may withhold an amount for services that may be in dispute provided that the County furnishes a written notice of the basis for the dispute within fifteen (15) days.
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:

Tetra Tech
Geoff Baldwin
2003 Western Avenue, Suite 700, Seattle, WA 98121

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.
22. 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.
23. 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.
24. 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.
25. 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.

26. 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.
27. 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.
28. 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.
29. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
30. 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.
31. 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.
32. Force Majeure. Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.
33. Standard of Care. Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no other warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.
34. Suspension of Work. The County may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the County shall pay Consultant all outstanding invoices within thirty (30) days. The County may withhold an amount for services that may be in dispute provided that the County furnishes a written notice of the basis for the dispute within fifteen (15) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

DATED this 22nd day of April, 2024.

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

Tetra Tech, Inc.
Name of Consultant

Gordon Munro
Consultant Representative (Please print)


(Signature)

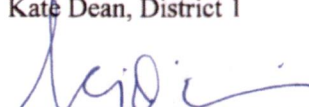
Vice President

Title

April 18, 2024

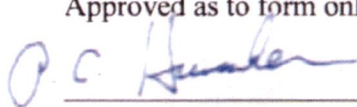
Date


Kate Dean, District 1


Heidi Eisenhour, District 2


Greg Brotherton, District 3

Approved as to form only:


Philip C. Hunsucker
Chief Civil Deputy Prosecuting Attorney

April 17, 2024

Date


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

4/18/24
Date

EXHIBIT A

SCOPE OF WORK

JEFFERSON COUNTY DEPARTMENT OF PUBLIC WORKS PORT HADLOCK WASTEWATER SYSTEM CONSTRUCTION PHASE SERVICES

JEFFERSON COUNTY CONTRACT NO. 405-2114-0

PHASE 2 TREATMENT PLANT CONSTRUCTION PHASE SERVICES

GENERAL – CONSTRUCTION SERVICES

The scope of services provides services during construction of the Phase 2 _ MBR Wastewater Treatment Plant for Port Hadlock Urban Growth Area (UGA) and are described in the task below.

TASK 1000 – CONSTRUCTION SERVICES

Subtask 1001 – Project Management

This task includes budget to track, monitor, plan, and manage the work within the scope of this agreement for 18 months –the contract period of performance to December 31, 2025.

Work in this task is described as follows:

- Progress Updates - Progress updates will be held by telephone approximately every other week with the County to coordinate work activities and keep the County informed of progress to date. It is assumed the work within this task will be over a 16 months period with a buffer for physical completion. There will be up to 16 progress updates during that period between the County and the Consultant Project Manager.
- Progress Reports and Billings - It will include brief monthly progress reports along with monthly invoices. Progress reports will contain information on major activities, anticipated actions, and outstanding issues to be resolved.

Subtask 1002 – Prepare Quality Assurance Plans

Provide a quality assurance plan as required by WAC 173-240-075.

Subtask 1003 – Phase 2 Water Reclamation Plant Construction Engineering Support Services

Scope of Work for Engineering Construction Support Services on this project is to include participation in meetings with the Contractor and County (both virtual and in-person), review of certain submittals (transmitted electronically), site inspections at key points during the project, change order review and assistance with preparation, and availability for email/phone questions by the County.

The following work items are anticipated:

This task provides construction administration support for the Construction Contract. Specific activities include:

- a. **Site Visit:** Tt project manager or Project Engineer will visit the site once each week to attend coordination meeting with the County's Project Manager and Contractor. Assist County with review of construction progress, clarifications, upcoming work, and any problems/coordination issues for a period of 16 months which will result in a total of 58 meetings.
- b. **Submittal Review:** Shop drawings and submittal review. This scope of work assumes approximately 360 submittals. Tetra Tech will maintain a submittal and RFI log. It is assumed that the average submittal review time is approximately 3.5hrs per submittal.
- c. **RFI's:** Tetra Tech (Tt) will provide written clarifications of the contract documents as needed. Assume providing responses to 100 RFI's. Each RFI response would include up to 7 hours of engineering, 1 hour QA/QC.
- d. **On-Call Site Visits:** Site visits by design team staff on an on-call basis as requested by the County.
- e. **Substantial Completion/Final Inspection:** Tt will provide inspections to verify substantial completion and final completion including preparation of punch list items for remaining work.
- f. **Prepare Record Drawings:** Tt will compile modifications made during the course of construction into record drawings, based on marked up drawings provided by the County and Contractor. Provide full-size reproducible drawings, two sets of full-size prints, and electronic documents in PDF and ACAD format.
- g. **Contract Closeout:** Tt will assist the County with notices of substantial completion, final inspection and punch list verification. This activity includes transfer of insurance and warranty certificates and bonds. Recommendation of County acceptance of the project is included.

Subtask 1004 – Prepare Operation and Maintenance (O&M) Manual

Services include preparation of an operations and maintenance (O&M) manual for the new facility.

- Tt to prepare Operation and Maintenance (O&M) Manual: The manual will be prepared to meet the requirements of the Washington Administrative Code (WAC) Chapter 173-240-080 Operations and Maintenance Manual and the Purple book. The manual will provide technical guidance on how to operate the wastewater treatment facility including the specific process equipment for normal and emergency operating conditions to meet the engineer's performance expectations. The manual will address specific regulatory and agency reporting requirements. The manual will cover all of the

processes at the treatment facility. New operations and maintenance instructions will be developed for headworks and EQ tank, plant water, dewatering, generator and associated ancillary systems. Provide schematic drawings for the above-referenced systems as well. The manual will include an integrated salient summary of and index to the all process equipment manufacturers' manuals. The final manual will be submitted to Ecology within 30 days of final acceptance of the constructed facility by the Owner.

- TT will coordinate with JCPW operations staff. JCPW operations staff will assist with portions of the O&M Manual.

Work Products: 1 copy of printed O&M manual, 1 electronic version

Subtask 1005 – Start-up, Testing, and Programming and SCADA coordination

Tt to provide follow-up services include an allowance to provide start-up and follow-up assistance to the County during start-up planning, testing and initial operation. Specific subtasks anticipated are as follows:

- Start-Up, testing Assistance: This subtask provides for assistance during start-up and commissioning of the new wastewater treatment plant.
- PLC programming and SCADA coordination: Coordination with Ovivo and SCADA integration firm.

Subtask 1006 – Change Order

Allowance for assisting the County with compiling change order documents and high-level cost estimates. JCPW will be in the primary role for negotiating change orders with the Contractor.

EXHIBIT D

Price Proposal				Revision Date: Feb 27, 2024		Labor Plan																		Price Summary / Totals																																																																																																																																																																																																																																																																																																
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Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

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

Agenda Date: April 22, 2024

Subject: Professional Services Agreement with Tetra Tech for Phase 2 – Membrane Bioreactor (MBR) Wastewater Treatment Plant for Port Hadlock UGA Engineering Construction Support, Project No. 40521140, Commerce Project No. 22-96515-02

Statement of Issue: Professional Services Agreement with Tetra Tech, from Seattle, Washington, for Phase 2 – Membrane Bioreactor Wastewater Treatment Plant for Port Hadlock UGA Engineering Construction Support, Project No. 40521140, Commerce Project No. 22-96515-02

Analysis/Strategic Goals/Pro's & Con's: Tetra Tech will provide construction engineering support for the construction of a 74,000 gallons per day MBR treatment plant. Engineering support tasks include, but is not limited to, review of submittals, responses to request for information from the contractor, plant start-up support and special inspections, as needed.

Fiscal Impact/Cost Benefit Analysis: The maximum amount payable under this agreement is \$727,915.00. This agreement will be funded through Department of Commerce Funds.

Recommendation: Public Works recommends that the Board execute all three (3) originals of the Professional Services Agreement with Tetra Tech, and return two (2) originals to Public Works for further processing.

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

Reviewed By:


Mark McCauley, County Administrator

Date 4/18/24

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Tetra Tech

Contract No: PW 2024-055

Contract For: Phase 2 - Port Hadlock Wastewater Treatment Plant Construction Engineering Support

Term: December 31, 2025

COUNTY DEPARTMENT: Public Works

Contact Person: Samantha Harper

Contact Phone: ext. 175

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

AMOUNT: 727,915.00

PROCESS:

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

Revenue: Commerce

Expenditure: Commerce

Matching Funds Required: 0

Sources(s) of Matching Funds: N/A

Fund #: 405

Munis Org/Obj

APPROVAL STEPS:

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

CERTIFIED: ☒

N/A: ☐

Samantha Harper, P.E.

Signature

4/12/2024

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.

Signature

4/12/2024

Date

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

✓ Electronically approved by Risk Management on 4/16/2024.

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

✓ Electronically approved as to form by PAO on 4/17/2024.
Mostly county standard PSA language. Changes were negotiated with help of the PAO.

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