

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: March 11, 2024

Subject: Professional Services Agreement with Intertek – Professional Service Industries, Inc. (PSI), from Tacoma, WA, for Port Hadlock Wastewater Treatment Plant Material Testing, County Project No. 4052114-0, Commerce Project No. 22-96515-026

Statement of Issue: Professional Services Agreement with Intertek – Professional Service Industries, Inc. (PSI), from Tacoma, WA, for Port Hadlock Wastewater Treatment Plant Material Testing.

Analysis/Strategic Goals/Pro's & Con's: On November 15, 2023, the wastewater engineering staff advertised, through a Request for Proposals (RFP), for material testing and special inspection services for multiple phases of the Port Hadlock Wastewater Project. The scope of services will be to perform material testing (on and off site) and special inspection during the construction of the Port Hadlock (PH) Membrane Bioreactor (MBR) Wastewater Treatment Plant (WWTP).

Fiscal Impact/Cost Benefit Analysis: The maximum amount payable under this agreement is \$53,338.00. The Commerce grant will fund 100% of this Agreement. This service contract is funded through the Washington State Department of Commerce with federal funds from the U.S. Treasury ARPA SLRF Project No. 22-96515-026.

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

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

Reviewed By:


Mark McCauley, County Administrator

Date



PROFESSIONAL SERVICES AGREEMENT FOR
Port Hadlock Wastewater Treatment Plant Material Testing

THIS PROFESSIONAL SERVICES AGREEMENT ("this Agreement") is entered into between the County of Jefferson, a municipal corporation ("the County"), and Professional Service Industries, Inc. ("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 _____ the material testing and special inspections for the Port Hadlock Wastewater Treatment Plant project. _____
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 "B" attached hereto, provided that the total amount of payment to Consultant shall not exceed \$ 53,338.00 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 coverage; (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:

Alex Fish, L.G.
Professional Service Industries, Inc (PSI)
3011 S. Huson St., Suite A
Tacoma, WA 98409

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.

DATED this _____ day of _____, 20____,

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

Professional Service Industries, Inc.

Name of Consultant

Kate Dean, District 1

Eric Allen

Consultant Representative (Please print)

Heidi Eisenhour, District 2

(Signature)

Greg Brotherton, District 3

Regional Director

Title

2/29/24

Date

Approved as to form only:

PRE-APPROVED CONTRACT FORM

Philip C. Hunsucker

Date

Chief Civil Deputy Prosecuting Attorney

Monte Remders, P.E.

2/29
Date

Public Works Director/County Engineer

Exhibit A

Request for Proposal Scope for Material Testing

Jefferson County in the next 5 to 10 years of wastewater system planning and expansion. The Services that are requested include assisting with the completion of facilities under construction, planning for and designing the extensions of the collection system and on-site systems within the Phase I service boundary, and additionally, to plan for and design facilities for an expanded service area and treatment capacity

Equal Opportunity: The Jefferson County Public Works in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Commerce Funding: This project is funded through the Washington State Department of Commerce with federal funds from the U.S. Treasury ARPA SLRF Project No. 22-96515-026. All work performed on this project will be subject to state prevailing wage rates. Jefferson County is an Equal Opportunity and Affirmative Action Employer. Contractors are encouraged to commit to local hires for this project. Small, Minority- and Women-Owned firms are encouraged to submit bids.

Ecology Funding: It is anticipated that this project will be funded in part by the Washington State Department of Ecology. Neither the State of Washington nor any of its departments or employees are, or shall be, a party to any contract or any subcontract resulting from this solicitation for bids.

EPA Funding: It is anticipated that this project will be funded in part by the Environmental Protection Agency (EPA). Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964](#)-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Jefferson County in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing Samantha Harper, at sharper@co.jefferson.wa.us, or by calling collect 360-385-9175.

2. Scope of Work

Firms(s) will be selected for the following project phases.

2.1 Material Testing Services for Phase 2 – Water Reclamation Plant for Port Hadlock UGA

The material testing would include concrete compaction testing, rebar inspection, and other special inspections outlines in Phase 2 – Water Reclamation Plant for Port Hadlock UGA Sheet S-002.

The Work of the project consists of the construction of a new max month 90,000 gpd Membrane Bioreactor Wastewater Treatment Plant (MBR WWTP) as follows:

PH Sewer Facility Project

Request for Proposals

Request for Proposal Scope for Material Testing

- Connect into existing two (2) 6-inch influent pressure sewer pipelines and one (1) existing 10-inch effluent sewer piping to termination points within the MBR WWTP site.
- Construct WWTP site which includes: driveway; concrete sidewalk; stormwater piping and infiltration swales; site piping; site lighting; and fencing.
- Install odor control biofilter system and associate ancillary equipment.
- Construct and install equipment pad for two (2) 15 CY dewater bins with an ancillary polymer system.
- Construct influent equalization tank, pumping station, and aeration system, and purchase and install a coarse screen at the headworks of the influent equalization tank.
- Construct an approximate 1,200 SF metal building to house chemical, plant water pump station and standpipe, and electrical equipment.
- Install drain pump station and associated valves, piping and metering vaults.
- Construct an approximate 2,500 SF MBR canopy building for the membrane bioreactor treatment system furnished by Ovivo and ancillary equipment. Construct crane lift and support structure within the MBR canopy building.
- Construct approximate 1,800 SF administration building with associated building mechanical and electrical.
- Provide plant electrical system including power supply and distribution, standby generator and fuel tank, duct banks, site lighting, instrumentation.

Work will begin on Phase 2 – Water Reclamation Plant on or before March 4, 2024. The construction project duration is 502 calendar project (approximately 16 months).

The plans and specification for the Phase 2 – Water Reclamation Plant are currently on Builders Exchange of Washington website at <http://www.bxwa.com/>, then **Posted Projects**, click on **Public Works**, then click on **Jefferson County Public Works**, then click on **Project Bidding** and then click on **"I agree"**, and lastly click on **11/30/2023 @ 9:30 am PST Phase 2 – Membrane Bioreactor Wastewater Treatment Plant for Port Hadlock UGA, Jefferson County, WA #405-2114-0**

2.2 Material Testing Services for Phase 3 – Low Pressure Sewer Collection System for Port Hadlock UGA

The material testing would include subgrade compaction testing, low pressure sewer line compaction testing and proctor testing and sieve analysis testing for import and native materials used within the project.

The Work includes demolition, grading, hot mix asphalt, cement concrete sidewalks, curbs, and gutters; installation of pressure sanitary sewer systems and appurtenances. A Service Area Map is included in this RFP as Attachment A.

Work will begin on Phase 3 – Low Pressure Sewer Collection System for the Port Hadlock UGA on or before March 4, 2024. The construction project duration is approximately 8 months.

2.3 Material Testing Services for Phase 4 – On-site Grinder for Port Hadlock UGA

The material testing would include subgrade compaction testing, low pressure sewer trench line compaction testing and proctor testing and sieve analysis testing for import and native materials used within the project.

EXHIBIT A

1. PRIOR TO CONSTRUCTION, VERIFICATION OF COMPLIANCE OF SUBMITTALS.
2. PRIOR TO CONSTRUCTION, VERIFICATION OF "m" AND "FAAC" EXCEPT WHERE SPECIFICALLY EXEMPTED BY THE CODE.
3. DURING CONSTRUCTION, VERIFICATION OF SLUMP FLOW AND VISUAL STABILITY

4. DURING CONSTRUCTION, VERIFICATION OF f_m AND f_{ac} FOR EVERY 5000 SQ. FT. (465 SQ. M²).
5. DURING CONSTRUCTION, VERIFICATION OF PROPORTIONS OF MATERIALS.

6. AS DELIVERED TO THE PROJECT SITE FOR PREMIXED OR PREBLENDED MORTAR, PRESTRESSING GROUT AND GROUT OTHER THAN SELF-CONSOLIDATING GROUT AS MASONRY CONSTRUCTION BEGINS, VERIFY THAT THE FOLLOWING ARE IN COMPLIANCE:

- b. GRADE AND TYPE AND SIZE OF REINFORCEMENT, CONNECTIONS, AND JOINTS
- c. BRICKLAYSING TECHNIQUE
- d. PROPERTIES OF FINISHED MORTAR FOR AND MASONRY
- e. SAMPLE PANEL CONSTRUCTION

7. PRIOR TO GRouting, VERIFY THAT THE FOLLOWING ARE IN COMPLIANCE:

- a. GROUT SPACE
- b. PLACEMENT OF PRESTRESSING TENDONS AND ANCHORAGES
- c. PLACEMENT OF REINFORCEMENT, CONNECTORS, AND PRESTRESSING TENDONS AND ANCHORAGES

D. PROPORTIONS OF SITE-PREPARED GROUT AND PRESTRESSING GROUT FOR BONDED TENDONS
VERIFY DURING CONSTRUCTION

C. LOCATION OF JOINTS AND JOINT CONSTRUCTION

D. TYPE, SIZE, AND LOCATION OF ANCHORS INCLUDING OTHER DETAILS OF ANCHORAGE OF MASONRY TO STRUCTURAL MEMBERS, FRAMES, OR OTHER CONSTRUCTION

F. PREPARATION, CONSTRUCTION, AND PROTECTION OF MASONRY DURING COLO WEATHER (TEMPERATURE BELOW 40°F [4.4°C]) HOT WEATHER OR (TEMPERATURE ABOVE 90°F [32.2°C])

8. PLACEMENT OF GROUT AND PRESTRESSING GROUT FOR BONDED TENDONS IS IN COMPLIANCE
9. PLACEMENT OF AAC MASONRY UNITS AND CONSTRUCTION OF THICKED MORTAR JOINTS
10. OBSERVE PREPARATION OF ANY GROUT SPECIMENS. MORTAR

DEPT. OF ENVIRONMENTAL AFFAIRS

Exhibit A

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Exhibit A

Contract expiration shall be tied to the construction contract with Interwest Construction Inc., as the material services are to be performed on work the general contractor is performing. SAH 240227



Exhibit A Intertek - PSI RFP Response Scope PROPOSED APPROACH, UNDERSTANDING, COMMUNICATION

PSI understands that our services will consist of inspection and/or testing the following:

- Soils
- Asphalt
- Concrete Construction
- Masonry Construction
- Structural Steel Fabrication
- Structural Steel Erection
- Cold Formed Steel Framing

PSI proposes to provide the described services on a unit-price basis. Total fees will be determined by the actual amount of technical time expended for this project and the actual quantity of laboratory tests performed. For preliminary budgeting purposes, PSI has prepared the following estimated budget for testing services based on information procured online, which included a review of the construction plans and specifications dated October 17th, 2023. PSI retained electronic copies of the project documents. The work performed by PSI will depend on the actual construction schedule. All work will be performed at the direction of the contractors' representative on an **On-Call** basis. Please note that our services do not include supervision or direction of the actual work. Also, be aware that neither the presence of our field representative nor the observation and testing by our firm shall imply PSI's responsibility for defects discovered in the construction work. It is understood that our firm will not be responsible for job or site safety on this project. Job site safety will be the sole responsibility of others.

DEFINED SCOPE OF WORK

Provide Special Inspection and materials testing in accordance with the 2021 International Building Code with Washington State Amendments and project specifications as directed by the client and/or their designated site representative. Special inspections anticipated are soils, asphalt, concrete construction, masonry construction, structural steel, and cold formed steel framing. The following is a description of the anticipated services.

Soils - The on-site inspector will observe and test soil excavation and structural compaction fills. Soils and base materials will be sampled for laboratory analysis for compliance with the project specifications. Laboratory analysis can typically include maximum dry density determination (Proctor) and grain size distribution (sieve). The on-site inspector will monitor structural fill operations and perform in-place density testing by nuclear densometer.

Professional Service Industries, Inc. will provide Jefferson County Department of Public Works with a source of advice and opinion regarding the suitability of earthwork and foundation preparation with respect to the project documents provided. PSI understands there is no geotechnical report available for the project at this time. PSI is not providing the role of geotechnical engineer of record. PSI accepts no liability or responsibility for any errors or omissions in the original project documents. PSI's work shall be limited to observing and testing for compliance with the recommendations made in the project documents. In the event that at any time there are determined to be defects in the original documents, client agrees to look solely to the original engineer for damages arising out of the report, and agrees to indemnify PSI for any claims out of those documents.

Asphalt - The on-site inspector will monitor delivery of hot mix asphalt and verify tickets for compliance with the approved mix design. The hot mix asphalt will be monitored for temperature as delivered and placed. During placement of hot mix asphalt the on-site inspector will perform in-place compaction by use of a nuclear densometer. Samples of the hot mix asphalt delivered to the site will be tested for the Theoretical Maximum Specific Gravity (Rice) in addition to additional laboratory testing required by the project specifications.

Concrete Construction - The on-site inspector will provide periodic inspection of the placement of reinforcing steel for compliance with the project requirements for correct size, grade of steel, location, and clearance to forms and/or earthwork. The on-site inspector will continuously monitor placement of cast-in-place concrete for adherence to the project specifications. Each load, as required, will be checked for proper mix design, water/cement ratio, batch weights, adherence to slump requirements, air content, as well as proper methods of placement and consolidation. Compressive strength samples will be cast on concrete delivered to the project.

Masonry Construction - The on-site inspector will provide inspection of reinforcing placement and continuous observation of grout and verify compliance with project specifications. Inspection of grouting mix will include compliance of batch tickets, mix design, consolidation during and after grouting, and verification of compressive strength using the Prism Method. The mixing of mortar will be observed for compliance. In accordance with the structural design, the masonry system requires level I inspection.

Structural Steel Fabrication and Erection - The on-site inspector will monitor fabrication and erection of structural steel members and joists, including location and fit of anchorages and inserts.

The inspector will verify adjustments to fit inaccuracies with the engineer and perform visual weld inspection of field welding in accordance with AWS D1.1, SJI specifications and AWS D1.8 when required. Installation of high strength bolted connections will be monitored and proper installation and tensioning of high strength bolts will be monitored. Feeler gauges provided by the manufacturer will be used to ensure proper tensioning of bolts that use load indicator washers. Verification of metal decking installation will include: gauge and type of decking, support and anchorage welding, and button punching and seam stitch welding in accordance with design drawings and project specifications. These services apply to the structural steel elements, including metal decking, joists, stairs and miscellaneous shapes, and welding of reinforcing steel. Nondestructive examination of full penetration welds using ultrasonic examination methods will be performed. Fillet welds will be examined using magnetic particle examination methods when required.

PROFESSIONAL SERVICE INDUSTRIES, INC. (PSI), AN INTERTEK COMPANY
RFP: MATERIAL TESTING SERVICES FOR PORT HADLOCK WASTEWATER PROJECT
FOR JEFFERSON COUNTY DEPARTMENT OF PUBLIC WORKS





Exhibit A

Intertek - PSI RFP Response Scope

PROPOSED APPROACH, UNDERSTANDING, COMMUNICATION

QESTField

QESTField is a web-based real-time data entry system that replaces the paper forms that PSI technicians use to record data in the field. Allocated work and laboratory results (Proctors, asphalt lab densities) are automatically available to the technician in real-time and test results are calculated as data entry is completed, thus allowing this data to be available in real-time to engineers in the office. Upon field data entry, PSI engineers can then review and approve the information and make decisions in real-time. QESTField eliminates the need for an admin to type field reports; improves quality of records data by guiding data entry; eliminates transcription errors; and allows real-time review of entered information by managers. Additionally, the function of Controlled Vocabulary List (CVL) is embedded in the system, which assists the field personnel to accurately select and avoid the misinterpretation of test locations during manual data entry in a "non-web" based older system. This aids the client in making real-time decisions. PSI's QESTField benefits the environment by reducing the amount of paper used on the project and provides cost savings to the client through reducing staff.

COST CONTROL

PSI's budget tracking system is a large part of overall management. PSI will track the estimated budget for each scope against actual hours billed for our services. PSI can supply a budget update at any interval requested by the project team or its representatives. We recommend that our Project Manager (PM) and the relevant project team members review the budget update at least biweekly. The budget tracking spreadsheet can be maintained daily by PSI, as it is an extension of the computerized billing system PSIQEST. By tracking the inspection hours in this manner, all parties can determine where cost overruns may occur and strategize how best to maximize budgeted hours to provide a quality assurance program to meet project needs. The PSI PM will continuously review overtime hours. If determined we are trending higher than what we have budgeted in our provided contingency, the PM will enact procedures to minimize overtime costs. In order to reduce overtime costs PSI will utilize assistant inspectors and additional staff to relieve personnel who are expected to incur overtime.

Scheduling

Scheduling can be performed by contacting Michelle Nygard, the Office Administrative Assistant. She can be reached by calling the office or by email at michelle.nygard@intertek.com. Please provide 24-hour notice for all scheduling requests as possible. Emergency or short notice work can be accomplished by contacting Alex Fish on his cell phone. Contact information for Mr. Fish and Ms. Nygard can be distributed to project teams as necessary. As a Branch Manager for our Tacoma office, Mr. Fish is uniquely positioned to ensure that Emergency or Short Notice Work is staffed as efficiently as possible. This direct line and our stable of inspectors and technicians will provide your project team with the most responsive inspection team available in the Northwest.

Reporting

Reporting of Test Results

PSI's test results and field procedures will be recorded on the PSI standard laboratory and field report forms through PSI QESTField. All information required by the specific form utilized will be provided by the technician reporting the work. In cases where the completion of all the required information cannot occur, a full explanation is required in the "Remarks" section.

EXCEPTION (NON-COMPLIANCE) RESOLUTION

The project will require the identification, reporting and management of non-conformance items and tracking those items through to successful resolution during the construction period. These are critical aspects of providing Quality Assurance Services on projects of this nature. PSI reporting and tracking systems for non-conformance items have been used successfully on many projects of this nature. This process includes:

1. Nonconformance items identified are initiated and tracked through PSIQEST via a separate email. Nonconformance results are easily identified in PSI reports with a red flag and results are reported in red.
2. Nonconformance items re-observed initiate a Non-Conformance Resolution Report form, which is similar to the Non-Conformance Report form, but also includes comments as to the result of actions taken to resolve the nonconformance item.
3. Nonconformance items identified for resolution will be tracked for you on a Project Specific Non-Conformance Master List that will be continuously updated as the status of each item is resolved.

Report Distribution

PSI's field operating system "QEST" has been implemented company-wide. PSIQEST allows for quick, efficient typing, reviewing and distribution of PSI test and inspection reports by means of our Construction Hive. Construction Hive is a web-based service that will allow the Project Team to quickly receive and review all test and inspection reports. An additional benefit of the Construction Hive is that any non-conforming test results are automatically distributed to each person on the distribution list as soon as the report is signed by the approved signatory. Our turn around time with this new system is as little as one day after the initial inspection is performed.

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