

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 3 – Low Pressure Sewer Collection System for Port Hadlock UGA Engineering Construction Support and Design of Stages 1 – 4 - On-site Grinder Pump Project, Project No. 40521140, Commerce Project No. 22-96515-02, Ecology Agreement No WQC_2024_JCoPWE-00034

Statement of Issue: Professional Services Agreement with Tetra Tech of Seattle, Washington for engineering construction support for Phase 3 – Low Pressure Sewer Collection System for Port Hadlock UGA and the design of Stages 1 – 4 – On-site Grinder Pump projects, Project No. 40521140, Commerce Project No. 22-96515-02, Ecology Agreement No WQC_2024_JCoPWE-00034.

Analysis/Strategic Goals/Pro's & Con's: The low pressure sewer collection system project is the installation of approximately 3 miles of High Density Poly Ethylene (HDPE) low pressure sewer collection system within the Phase I Port Hadlock Urban Growth Area (UGA). In addition, the design of the four (4) stages, approximately 25 properties per stage, for the on-site grinder pump. The design for the on-site grinder pumps includes the conversion of the existing properties within the Phase I (core area) from septic systems to connection to the Port Hadlock Wastewater system. The designs in the sewer connection from the existing building, installation of the grinder pump, connection from the grinder pump to the sewer collection system, decommissioning of the existing septic tank and restoration of the site. Therefore, this Professional Services Agreement is to provide both engineering construction support for the low pressure sewer collection project and the design of Stages 1 – 4 of the on-site grinder pump projects.

Fiscal Impact/Cost Benefit Analysis: The maximum amount payable under this agreement is \$218,126.00. This agreement will be funded through Department of Commerce Funds and Department of Ecology State Revolving Funds and Centennial Grant 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 2024-056*

Contract For: Phase 3 - Collection ENGR Construction Support and Design of Stages 1 - 4 On-Site Grinder Pumps

Term: June 30, 2025

COUNTY DEPARTMENT: Public Works
Contact Person: Samantha Harper
Contact Phone: Ext. 175
Contact email: sharper@co.jefferson.wa.us

AMOUNT: \$218,126

Revenue: ARPA or Ecology

Expenditure: 218,126

Matching Funds Required: N/A

Sources(s) of Matching Funds N/A

Fund # 405

Munis Org/Obj

PROCESS:

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

APPROVAL STEPS:

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

CERTIFIED: ☒ N/A: ☐

Samantha Harper, P.E.
Digitally signed by Samantha Harper, P.E.
DN: c=US, e=s.harper@co.jefferson.wa.us, ou=Jefferson
County Public Works, CN=Samantha Harper, P.E.
Date: 2024.04.12 13:05:57 -0700

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.
Digitally signed by Samantha Harper, P.E.
DN: c=US, e=s.harper@co.jefferson.wa.us, ou=Jefferson
County Public Works, CN=Samantha Harper, P.E.
Date: 2024.04.12 13:08:03 -0700

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

NOTE: Includes required Ecology language for use of State Revolving Fund. SAH 240412

Agreement is the clean version of the one with TE & PAO comments.

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 3 – Low Pressure Sewer Collection System for Port Hadlock Urban Growth Area (UGA) and design of the On-Site Grinder Pump Stages 1 - 4.
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 \$218,126.00 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.

35. Ecology Fund Requirements. Attached to this Agreement (Exhibit C) is the Washington State Department of Ecology Water Pollution Control Revolving Fund Engineering Services Insert, Revised 10/24/14.

DATED this _____ day of _____, 20_____.

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

Tetra Tech, Inc.

Name of Consultant

Kate Dean, District 1

Gordon Munro

Consultant Representative (*Please print*)

Heidi Eisenhour, District 2



(Signature)

Greg Brotherton, District 3

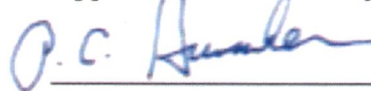
Vice President

Title

April 18, 2024

Date

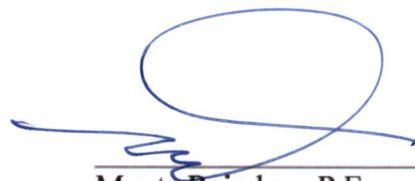
Approved as to form only:



Philip C. Hunsucker
Chief Civil Deputy Prosecuting Attorney

April 14, 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 COLLECTION SYSTEM CONSTRUCTION PHASE SERVICES

COMMERCE NO. 22-96515-02

ECOLOGY NO. WQC_2024_JCOPWE-00034

PHASE 3 LOW PRESSURE SEWER COLLECTION SYSTEM CONSTRUCTION PHASE SERVICES AND PHASE 4 GRINDER PUMP DESIGN PHASE SERVICES

GENERAL – CONSTRUCTION SERVICES

The scope of services provides services during construction of the Phase 3_ Low Pressure Sewer Collection System for Port Hadlock Urban Growth Area (UGA) and are described in the task below.

TASK 8000 – CONSTRUCTION SERVICES

Subtask 8001 – Project Management

This task includes budget to track, monitor, plan, and manage the work within the scope of this agreement for an additional 10 months –the contract period of performance to June 30, 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 10 month period. 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.

Subtask 8002 – Prepare Quality Assurance Plans

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

Subtask 8003 – Phase 3 Low Pressure Sewer Collection System 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. **Conformed Set/CAD Files:** Provide conformed contract plans and specifications. Compile conformed CAD files in Zip drive and send to Jefferson County.
- b. **Bi-Weekly Site Visit:** Tt project manager or Project Engineer will visit the site bi-weekly 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 10 months ending January 31, 2025. Tt will attend the all-other progress meeting virtually.
- c. **Submittal Review:** Shop drawings and submittal review. This scope of work assumes up to 10 submittals. Jefferson County Public Works (JCPW) will be the primary reviewer of submittals and will notify Tetra Tech when the Engineer of Record's (EOR's) review is requested. It is assumed each submittal would include up to 4 hours of engineering, 1 hour QA/QC
- d. **RFI's:** Tetra Tech (Tt) to provide written clarifications of the contract documents as needed. Assume providing responses for up to 5 RFI's. It is assumed each RFI response would include up to 7 hours of engineering, 1 hour QA/QC.
- e. **Change Order:** Allowance for assisting the County with compiling technical change order documents. JCPW will review and negotiate Contractor costs.
- f. **Substantial Completion/Final Inspection:** Tt to provide inspections to verify substantial completion and final completion including preparation of punch list items for remaining work.
- g. **Prepare Record Drawings:** Tt to 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.

- h. **Contract Closeout:** Tt to 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.

TASK 8100 – ON-SITE GRINDER PUMP

TASK 8102 – GRINDER PUMP DESIGN SERVICES

Subtask 8102 – Grinder Pump 90% and Final Plans, Specifications, and Estimate

Provide two sets of bid drawings and specifications for Pt Hadlock grinder pump connections. The first package will include the County's stage 1 connections. The second package will include the County's stage 2-4 connections. See Figure 1.

Develop design documents for the grinder pump projects to a bid-ready level. This work is broken out into the following:

- **Drawings** – Provide cover sheet, key map, connection plan sheets and detail sheets for each bid package. The following is an estimate of the total amount of connection plan sheets per project.
 - Stage 1 – 25 sheets
 - Stages 2-4 – 45 sheets

It is assumed that the County will determine the location and number of pumps within each grinder pump station.

- **Detail Sheets** – Provide drafting and edits to JCPW provided detail sheet mark-ups.
- **Specifications** – JCPW will provide initial update to specifications and send to Tetra Tech for final review and update. Tetra Tech will take the lead on the Div 07 specification.
- **Cost Estimate** – Cost estimate will be developed by JCPW and reviewed by Tetra Tech.
- **QA/QC:** Tetra Tech senior engineers will perform in-house Quality Control (QC) reviews of the 90% and final design documents. Quality Assurance (QA) reviews will be by Tt's QA manager.
- **Design Coordination** – Weekly meetings (12 total) with the County to coordinate design. Assumes two meetings with grinder pump manufacturers to discuss details and requirements.
- **Cost Estimate** – Cost estimate will be developed by JCPW and reviewed by Tetra Tech.

Develop the grinder pump design to serve the Core Area as indicated in Figure 1. One set of field markups will be provided by JCPW. Drawings will be developed to the 90% Design level and submitted to JCPW for review and comment. One set of markups will be reviewed by the engineering team and a final bid-ready set of drawings will be prepared.

The estimated drawing count is approximately 90 based upon the attached drawing list (Table 2). It is assumed that information and some content from the grinder pump equipment vendors will be used in the development of some of the 100% design drawings. It is also assumed that the extent of the electrical is from the grinder pump control panel to the grinder pumps. All other electrical revisions are by the property owner. The contract drawings will be prepared in AutoCAD using Tt drafting standards.

Work Products:

- 90% Stage 1 Grinder Pump Plans and Specification
- Final Stage 1 Grinder Pump Plans and Specification
- 90% Stage 2-4 Grinder Pump Plans and Specification
- Final Stage 2-4 Grinder Pump Plans and Specification

County Design Reviews

It is expected that JCPW design reviews will result in only minor changes to elements approved in previous reviews. If County staff request major changes or provide different directions, then the County Project Manager will evaluate the changes and differences with Tetra Tech and determine what change is needed and authorize additional work as required.

Subtask 8103 – Bid Support (Grinder Pump Packages)

Tt to provide engineering support during bidding for two grinder pump projects. Task and work items will be provided on an as-needed basis to answer questions and provide support to the County during bidding of the Phase 2 Treatment Plant Construction Package Bid.

Work in this task is described as follows:

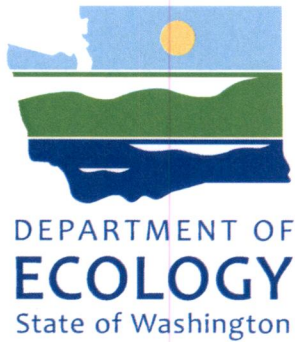
- On-site bid walk through with potential bidders
- Respond to up to 3 requests for information (RFI's) during bidding.
- Develop up to 2 addenda.
- Up to 2 meetings with County staff during bidding.

Assumptions:

- Bidding period would be up to 4 weeks long.
- Work in this task will be provided on an as-needed basis.
- Up to three staff members would attend one bid walk through.
- Each RFI's during bidding would include up to 2 hours of engineering.
- Each addendum would include up to 6 hours of engineering, 2 hours QA/QC, and 4 hours of CAD.
- Each County meeting would include up to three staff members for one hours.

 Price Proposal Revision Date: Feb 27, 2024						Labor Plan 9 Resource										Price Summary / Totals Task Pricing Totals 218,126 Specify Add'l Fees on Setup 0 Technology Use Fee Total Price 218,126					
Pt. Hadlock Construction Services Exhibit B						Unit Rate Qty's Items > Fleet Vehicles Unit Rate > \$0.77 Unit > mile Charged to > M&E Quantities > 1,320										Pricing by Resource Labor Rate Esc. Labor Subs Travel Mat'l's & Equip ODCs Task Pricing Totals					
Collection System Construction Phase Services Submitted to: Jefferson County Department of Public Works (Attn: Samantha Harper) Contract Type: T&M						Project Phases / Tasks Schedule From Thru Months Work Days Off Work Days Total Labor Hrs 1,238										Project Mgmt Project Manager (Kevin Dour) Engineering Management (Goeff Baldwin) Engineering Civil Engineer (David Scott) Wastewater Engineer (Eric Drost) Civil Engineer (Helen Purcell) Civil Engineer (Melissa Zargun) Electrical Engineer (John Rice) Tech Support Senior CAD (Bryan Thomas) Admin (Lisa Forney)					
8000 Collection System Construction Phase Services						03/01/24 01/31/25 10.8 24 216 642 - 18 72 202 144 64 - 84 58 1,200 0.23% 215,899 - 1,210 924 - 110,254															
8001 Project Management						03/01/24 01/31/25 10.8 24 216 54 - 10 20 24 0.46% 9,711 9,711															
8002 Prepare Quality Assurance Plan						03/01/24 01/31/25 10.8 24 216 24 - 4 8 12 0.46% 3,852 3,852															
8003 Construction Administration						03/01/24 01/31/25 10.8 24 216 564 - 8 68 174 144 64 - 84 22 1,200 0.46% 94,667 - 1,100 924 - 96,691															
Conformed Set and Send CAD Files						03/01/24 01/31/25 10.8 24 216 24 - 4 8 12 0.46% 3,592 3,592															
Bi-Weekly site visit						03/01/24 01/31/25 10.8 24 216 133 - 8 16 60 48 0.46% 24,197 1,100 924 26,216															
Submittal Reviews (10)						03/01/24 01/31/25 10.8 24 216 50 - 6 24 20 0.46% 8,659 8,659															
RFI's						03/01/24 01/31/25 10.8 24 216 40 - 6 14 20 0.46% 6,873 6,873															
RCOs						03/01/24 01/31/25 10.8 24 216 188 - 20 48 40 32 40 8 0.46% 30,325 30,325															
Punch Lists, Substantial Completion & Final Inspections for several phas						03/01/24 01/31/25 10.8 24 216 20 - 8 12 0.46% 4,155 4,155															
Prepare Record Drawings						03/01/24 01/31/25 10.8 24 216 80 - 4 4 16 16 32 8 0.46% 11,912 11,912															
Contract Closeout						03/01/24 01/31/25 10.8 24 216 30 - 8 8 8 6 0.46% 5,009 5,009															
8100 Grinder Pump Design						04/01/24 12/31/24 8.8 20 176 596 - 29 36 190 132 - 28 172 9 120 0.23% 107,669 - 110 92 - 107,872															
8101 Project Management						04/01/24 12/31/24 8.8 20 176 38 - 9 20 9 0.46% 7,594 7,594															
8102 Grinder Pump Design						04/01/24 12/31/24 8.8 20 176 496 - 18 28 146 120 - 28 156 - - 88,820 0.46% 88,820 - - - - 88,820															
Stage 1 Plan Drawings (25)						04/01/24 12/31/24 8.8 20 176 124 - 35 35 4 50 0.46% 20,493 20,493															
Stages 2-4 Plan Drawings (45)						04/01/24 12/31/24 8.8 20 176 270 - 63 63 4 90 0.46% 36,044 36,044															
Detail Sheets						04/01/24 12/31/24 8.8 20 176 46 - 12 6 12 16 0.46% 8,602 8,602															
Aspics						04/01/24 12/31/24 8.8 20 176 30 - 16 8 4 0.46% 5,728 5,728															
QA/QC (Two Projects)						04/01/24 12/31/24 8.8 20 176 32 - 4 28 0.46% 8,085 8,085															
Design Coordination						04/01/24 12/31/24 8.8 20 176 44 - 20 8 4 0.46% 9,669 9,669															
8103 Grinder Pump Bid Support						04/01/24 12/31/24 8.8 20 176 62 - 2 8 24 12 - - 16 - 120 0.23% 11,256 - 110 92 - 11,458															
Bid Support (Assumes Two Projects)						04/01/24 12/31/24 8.8 20 176 62 - 2 8 24 12 - - 16 - 120 0.23% 11,256 - 110 92 - 11,458															
Totals						03/01/24 01/31/25 10.8 1,238 - 47 108 392 276 64 28 256 67 Quantities > 1,320 0.23% 215,899 - 1,210 1,016 - 218,126															

Exhibit C



WASHINGTON STATE DEPARTMENT OF ECOLOGY WATER POLLUTION CONTROL REVOLVING FUND

ENGINEERING SERVICES INSERT

Revised 10/24/14

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

Compliance with State and Local Laws

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

State Interest Exclusion

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

Third Party Beneficiary

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

Cost Basis of Contract

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

Funding Recognition

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

Access to the work site and to records

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

Exhibit C

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

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

Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion

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

Exhibit C

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

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

Disadvantaged Business Enterprises

General Compliance (40 CFR Part 33).

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

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

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

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

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

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

Exhibit C

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

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