

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 28, 2025

Subject: Supplemental Agreement Number 1 with Van Aller Surveying, Inc. for Phase 3 – Low Pressure Sewer Collection System for Port Hadlock UGA Construction Surveying, Project No. 40521140, Commerce Project No. 22-96515-02, Ecology Agreement No WQC_2024_JCoPWE-00034

Statement of Issue: Execution of Supplemental Agreement Number 1 with Van Aller Surveying, Inc. for Phase 3 – Low Pressure Sewer Collection System for Port Hadlock UGA Construction Surveying, Project No. 40521140, Commerce Project No. 22-96515-02, Ecology Agreement No WQC_2024_JCoPWE-00034.

Analysis/Strategic Goals/Pro's & Con's: This Supplemental Agreement Number 1 is to provide construction surveying services during construction of Phase 4 – Stages 1 & 2 On-site Grinder Pump Installation for the Port Hadlock Urban Growth Area (PHUGA) and insertion the Department of Ecology State Revolving Fund Requirements. The original budget is unchanged as the construction staking for Phase 3 – Low Pressure Sewer Collection System came in under budget. The supplemental agreement will also extend the contract completion date to December 31, 2025.

Fiscal Impact/Cost Benefit Analysis: The maximum amount payable under this agreement is \$49,870 (original agreement amount). There is no cost change within this supplemental agreement, however, the supplemental scope will be funded through Department of Ecology Combined Funding.

Recommendation: Public Works recommends that the Board execute all two (2) originals of Supplemental Agreement Number 1 with Van Aller Surveying, Inc., and return one (1) original to Public Works for further processing.

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

Reviewed By:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Van Aller Surveying

Contract No: PW2025-033

Contract For: Construction Surveying PH Sewer

Term:

COUNTY DEPARTMENT: Public Works
Contact Person: Samantha Harper
Contact Phone: 360-385-9175
Contact email: sharper@co.jefferson.wa.us

AMOUNT: \$0

Revenue: Ecology

Expenditure: Ecology

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: Supplement Agreement 01

APPROVAL STEPS:

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

CERTIFIED: ☒ N/A: ☐

Samantha Harper, P.E.

Signature

3/26/2025

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐

Samantha Harper, P.E.

Signature

3/26/2025

Date

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

✓ Electronically approved by Risk Management on 4/3/2025.
Supplemental agreement.

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

✓ Electronically approved as to form by PAO on 4/3/2025.
Pre-approved form. No PAO signature required.

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

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

Supplemental Agreement Number: 1	Organization, Address, and Phone: Van Aller Surveying PO Box 757 Carlsborg, WA 98324	
Agreement Number: N/A		
Project Number 405-2114-1 and 405-2127-0	Execution Date: 03/25/2024	Completion Date: 12/31/2025
Project Title Construction Survey for Port Hadlock Sewer	New Maximum Amount Payable:	
Description of Work: Construction survey for Port Hadlock Sewer Project, Phase 3 LPS Collection System and Phase 4 On-site Grinder Pump Installation		

SUPPLEMENTAL AGREEMENT

The Local Agency of Jefferson County Public Works hereby amends the agreement with Van Aller Surveying (“the Agreement”), executed on March 25, 2024 (and later amended through Supplemental Agreement(s) N/A, executed on N/A (“this Supplemental Agreement”).)

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

The changes to the Agreement are described as follows:

I.

The scope will be amended to include construction survey for Phase 4 – Stages 1 & 2 On-site Grinder Pump Installation for Port Hadlock UGA and the insertion of the Department of Ecology State Revolving Fund Requirements, attached to this supplement.

II.

The completion dated is amended to be completed December 31, 2025.

III.

There is no budget change as there is budget remaining from the previous scope of work for Phase 3 – Low Pressure Sewer Collection System for PHUGA, as the construction survey work can in under the contract amount.

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

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

VAN ALLER SURVEYING

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

BRIAN VAN ALLER
Consultant's Name (Please Print)

Heather Dudley-Nollette, District 1 Date

Brian Van Aller
Consultant's Signature

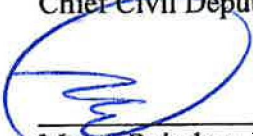
Heidi Eisenhour, District 2 Date

4-7-25
Date

Greg Brotherton, District 3 Date

Approved as to form only:

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


Monte Reinders, P.E. 4/23/25 Date
Public Works Director/County Engineer



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.

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

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

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.