

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: May 13, 2024

Subject: Professional Services Agreement with HWA GeoSciences, Inc. for Phase 3 – Low Pressure Sewer Collection System for Port Hadlock UGA Material Testing, Project No. 40521140, Commerce Project No. 22-96515-02, Ecology Agreement No WQC_2024_JCoPWE-00034

Statement of Issue: Professional Services Agreement with HWA GeoSciences, Inc. Of Bothell, Washington for material testing services for Phase 3 – Low Pressure Sewer Collection System for Port Hadlock UGA Material Testing, 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). This Professional Services Agreement is to provide materials testing services during construction of the sewer collection system.

Fiscal Impact/Cost Benefit Analysis: The maximum amount payable under this agreement is \$68,311.00. 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 HWA GeoSciences, Inc., 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


5/7/24

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: HWA GeoSciences Inc.

Contract No: PW2024-057

Contract For: Phase 3 - LPS Collection System for PHUGA for Material Testing Services Term:

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

AMOUNT: \$68,311.00

Revenue: Commerce/ECY

Expenditure: \$68,311.00

Matching Funds Required: N/A

Sources(s) of Matching Funds N/A

Fund # 405 - Sewer

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.

Signature

4/15/2024

Date

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

CERTIFIED: ☒ N/A: ☐

Samantha Harper, P.E.

Signature

4/15/2024

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.
County standard PSA.

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

Professional service agreement with HWA and PAO accepted version.

Added a required Department of Ecology State Revolving fund insert due to funding source for this part of sewer project. SAH 240415

PROFESSIONAL SERVICES AGREEMENT FOR

Phase 3 - Low Pressure Sewer Collection System for the Port Hadlock Urban Growth Area (UGA) for Material Testing Services

THIS PROFESSIONAL SERVICES AGREEMENT ("this Agreement") is entered into between the County of Jefferson, a municipal corporation ("the County"), and HWA GeoSciences 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 field and laboratory material testing during the construction of the low pressure sewer collection system.
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 \$68,311.00 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. 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, except 10 days notice of cancellation due to non payment. 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, except professional liability 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, except 10 days notice of cancellation due to non-payment.

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:
HWA GeoSciences Inc.
21312 30th Drive SE, Suite 110
Bothell, WA 98021
18. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated Agreement between the County and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. No representation or promise not expressly contained in this Agreement has been made. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, by the County within the scope of this Agreement. The Consultant ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting

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

19. Modification of this Agreement. This Agreement may be amended only by written instrument signed by both County and Consultant.
20. Disputes. The Parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved pursuant to the terms of this Agreement shall be submitted in writing within 10 days to the Director of Public Works or County Engineer, whose decision in the matter shall be final, but shall be subject to judicial review. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall bear the cost of its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.
21. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.
23. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
24. No Oral Waiver. No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
25. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.
26. Binding on Successors, Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs, and assigns.
27. No Assignment. The Consultant shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of the County.

28. No Third-party Beneficiaries. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.
29. Signature in Counterparts. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement shall have the same force and effect as if all the parties had signed the original.
30. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
31. Arms-Length Negotiations. The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
32. Public Records Act. Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended, the Consultant agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. The Consultant further agrees that upon receipt of any written public record request, Consultant shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.
33. Ecology Fund Requirements. Attached to this Agreement (Exhibit 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

HWA GeoSciences, Inc.

Name of Consultant

Kate Dean, District 1

Sandy Brodahl

Consultant Representative (*Please print*)

Heidi Eisenhour, District 2



(Signature)

Greg Brotherton, District 3

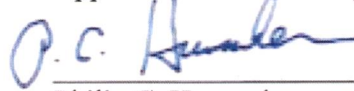
President

Title

5/3/2024

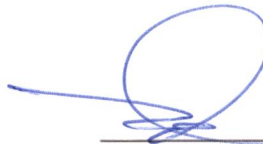
Date

Approved as to form only:



April 17, 2024

Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney



5/4/24

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



December 11, 2023
Jefferson County Public Works
Attention: Christine Spall
523 Sheridan Street
Port Townsend, WA 98368

**RE: RFP Jefferson County Public Works Material Testing Services for Port Hadlock Wastewater Project
County Project No. 405-21140-0**

DEAR SELECTION COMMITTEE:

Enclosed is HWA GeoSciences Inc.'s (HWA) response to the Request for Proposals from Jefferson County Public Works to provide Material Testing Services for Port Hadlock Wastewater Project No. 405-21140-0.

HWA's deep-rooted history in the Pacific Northwest, and direct experience within Jefferson County since 2004 on numerous projects such as Jefferson County Bridges, Paradise Bay Road (Multiple Phases), South Discovery Road Pavement Preservation, and our current work on the Port Hadlock Wastewater Percolation Pond have given us extensive knowledge of local soil and groundwater conditions. This makes us area experts in the geotechnical and geoscience field but it is our commitment to our clients and community goals that has made us the go-to partner for many various projects and numerous on-call contracts in and around the Puget Sound area.

Our response includes staff information including an organization chart identifying the project manager and all team members with qualifications, proposed approach and understanding of project based on the outlined scope of work, relevant project experience and descriptions as well as background and experience of firm, and evidence of insurance requirements pursuant to Revised Code of Washington (RCW) Title 48. Our response also includes references that we encourage you to contact to find out more about the incredible level of professionalism and service the HWA team will provide to Jefferson County Public Works.

By selecting HWA as your on-call consultants, Jefferson County Public Works will gain a consultant with the expertise, experience, AND passion needed to get your projects completed to your requirements, on time and within budget.

From our team to yours, thank you for giving us the opportunity to submit for the Jefferson County Public Works Material Testing Services for Port Hadlock Wastewater Project.

We look forward to partnering with you to make a positive impact for the County and community.

Sincerely,

Sandy Brodahl, PE

President, Geotechnical Engineer

sbrodahl@hwageo.com

Cell: 206-794-3110

Office: 425-774-0106 ext 251

Introduction

Based in Bothell, Washington, HWA GeoSciences Inc. provides a full range of geotechnical and geoscience solutions to public agencies and engineering / architecture firms, for design and construction of buildings, parks, solid waste, transportation, waterfront, water, wastewater, and storm water facilities. Since 1978, HWA's engineers, geologists, environmental scientists, construction inspectors, and laboratory technicians have been helping to create a better, safer, more sustainable built environment in the Pacific Northwest and abroad.

Materials Testing Services

HWA has one of the most advanced and full-service materials testing laboratories in the region. Many of our clients are other geotechnical engineering firms, as well as public agencies. Our in-house, full service, fully accredited (AASHTO R18 and A2L) 1000-square foot soil and materials testing laboratory provides soils, asphalt, and Portland cement concrete, aggregate, geotextile, and additional materials testing in support of site evaluation, structural design, and construction quality control. Advanced testing capabilities include controlled rate of strain consolidation and triaxial testing, as well as dynamic soil testing such as cyclic triaxial testing for evaluation of liquefaction parameters and resilient modulus for pavement design. We participate in sample proficiency testing programs from AMRL for soil classification, coarse and fine aggregates, Hot Mix Asphalt, California Bearing Ratio, and compaction; and CCRL for concrete. Laboratory personnel hold certifications from ACI and NICET. Our materials testing services include but are not limited to the following.

Soil Laboratory Tests

- Atterberg Limits (ASTM D 4318)
- California Bearing Ratio (ASTM D 1883)
- Consolidation Test Incremental Loading (ASTM D 2435)
- Consolidation Test, Controlled Strain (ASTM D 4186)
- Grain Size Analysis (ASTM D 422)
- Moisture/Density Relationship (ASTM D698, D 1557)
- Moisture Content
- One-Dimensional Swell (ASTM D 4546)
- Organic Content Test (ASTM D 2974)
- Permeability Tests
- Relative Density (ASTM D 4253 / D 4254)
- Shelby Tube Extrusion and Sample Description
- Specific Gravity Test (ASTM D 854), Soil Resistivity and pH (ASTM D 417)
- Strength Testing
- Unit Weight
- Visual Soil Classification

Aggregate Quality Tests

- Clay Lumps and Friable Particles (ASTM C 142)
- Degradation Test (WSDOT 113)
- Fracture Face Count (w/o sieve) (WSDOT 103)
- Grain Size (ASTM C 136, C 117)
- Los Angeles Abrasion (ASTM C 131, C 535)
- Organic Impurities (ASTM C 40)
- Percentage of Material Passing #200 Sieves (ASTM C 117)
- Sand Equivalent (ASTM C 2419)
- Soundness Using MgSO₄ (ASTM C 88)
- Specific Gravity Tests
- Unit Weight by Dry Rodding (ASTM C 29)

Rock Tests

- Abrasion Resistance (ASTM C 535)
- Ethylene Glycol Accelerated Expansion
- Riprap Soundness (ASTM D 5240)
- Splitting Tensile Strength of Rock Cores (ASTM D 3967)
- Unconfined Compressive Strength of Rock Cores (ASTM D 2938)

Concrete and Masonry Tests

- Compression Testing of Concrete Cores (ASTM C 42, C 513)
- Compression Testing of Concrete Cylinders (ASTM C 39)
- Compression Testing of Grout and Mortar Specimens (UBC 21-18, 21-16)
- Concrete Beam Flexural Strength Test (ASTM C 78)
- Density Test
- Splitting Tensile Strength Test (ASTM C 496)
- Shotcrete Panels

Asphaltic Concrete Tests

- Asphaltic Concrete Mix Design (Marshall Method)
- Bitumen Content by Extraction
- Bulk Specific Gravity and Density - SSD Method (ASTM D 2726)
- Bulk Specific Gravity and Density - Wax Method (ASTM D 1188)
- Marshall Stability and Flow Determination (ASTM D 6927)
- Percent Air Voids in Compacted or Open Bituminous Mixtures (ASTM D 3203)
- Rice Density (WSDOT 705)
- TSR

Geosynthetics Tests

- Geomembrane to Soil Shear (per point) (ASTM D 5321)
- Shear/Peel Strength Test (ASTM D 4437)

Construction Observation and Inspection Services

HWA's technical staff includes a team of highly qualified and experienced construction inspectors who perform quality control inspection and materials testing services during construction of buildings, commercial, industrial, and residential land development projects, roadways, bridges, retaining walls, pipelines, sewer and waterlines, lift stations, dams, and sanitary landfills. Our inspectors have a thorough understanding of construction inspection techniques and can implement materials testing programs to verify that structural fill, Hot Mix Asphalt (HMA), reinforced concrete, and geosynthetics are placed in accordance with project specifications. Working in an engineering firm rather than a testing and inspection firm, our construction inspectors have a much broader depth of knowledge and experience, as well as a bevy of experts to rely on for complex inspection issues. Bret Salazar, Project Manager, has over 15 years of experience in materials testing, and construction inspection. He has extensive experience conducting and managing field observation for large State, County and Municipal construction projects. Bret is the Group Manager of the Field Services Department at HWA.

Our Construction Observation and Inspection Services include:

- Foundation Soils Bearing Verification
- Subgrade Stabilization with Lime or Portland Cement
- Documentation and Field Testing of Structural Fill During Placement
- Driven Pile and Ground Anchor Installation, Testing and Verification
- Documentation and Field Testing of Structural Fill During Placement
- Driven Pile and Ground Anchor Installation, Testing and Verification

HWA's work on various on-call and overlay projects throughout the PNW has led to a thorough familiarity with local geology, soil conditions, design, and construction involving underground utilities, existing tracks, and foundation support. HWA provides a full spectrum of material testing and pavement design services for urban transportation and transit corridor projects including non-destructive testing, sub-grade assessment, and field services. Since 2001, HWA has had the pleasure of working on numerous materials testing projects throughout the PNW and currently holds the On-Call Materials & Testing contracts for the City of Bellevue, Sammamish, Des Moines and Edmonds. HWA's extensive experience means we are familiar with WSDOT policies and procedures and are knowledgeable in and complies with the standards set by regulating agencies including WSDOT, FHWA, Ecology, ACI, AASHTO, ASW, WAQTC, and ICC.

HWA holds MWBE, DBE, UDBE, SBE certifications for Washington State and Federal

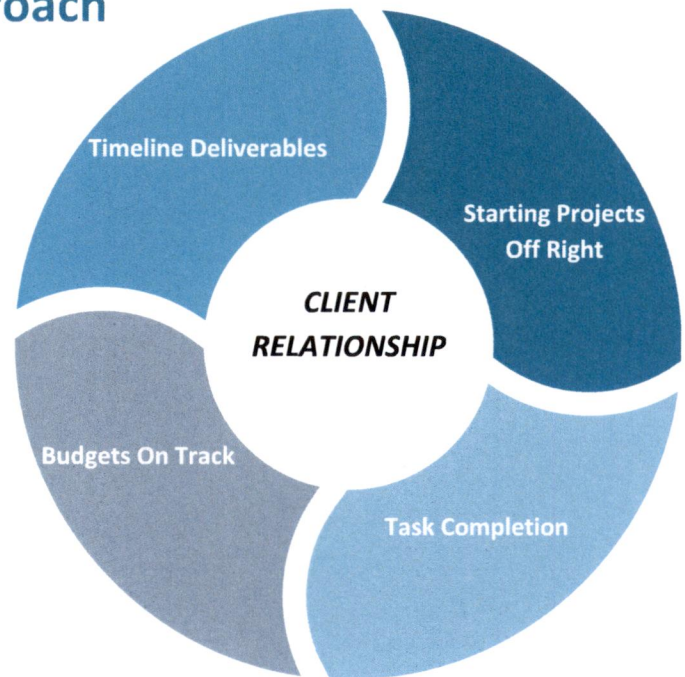
21312 30th Dr. SE, STE. 110, Bothell, WA 98021

Office: 425-774-0106 | Fax: 425-774-2714 | hwa-gsc.com

Project Approach

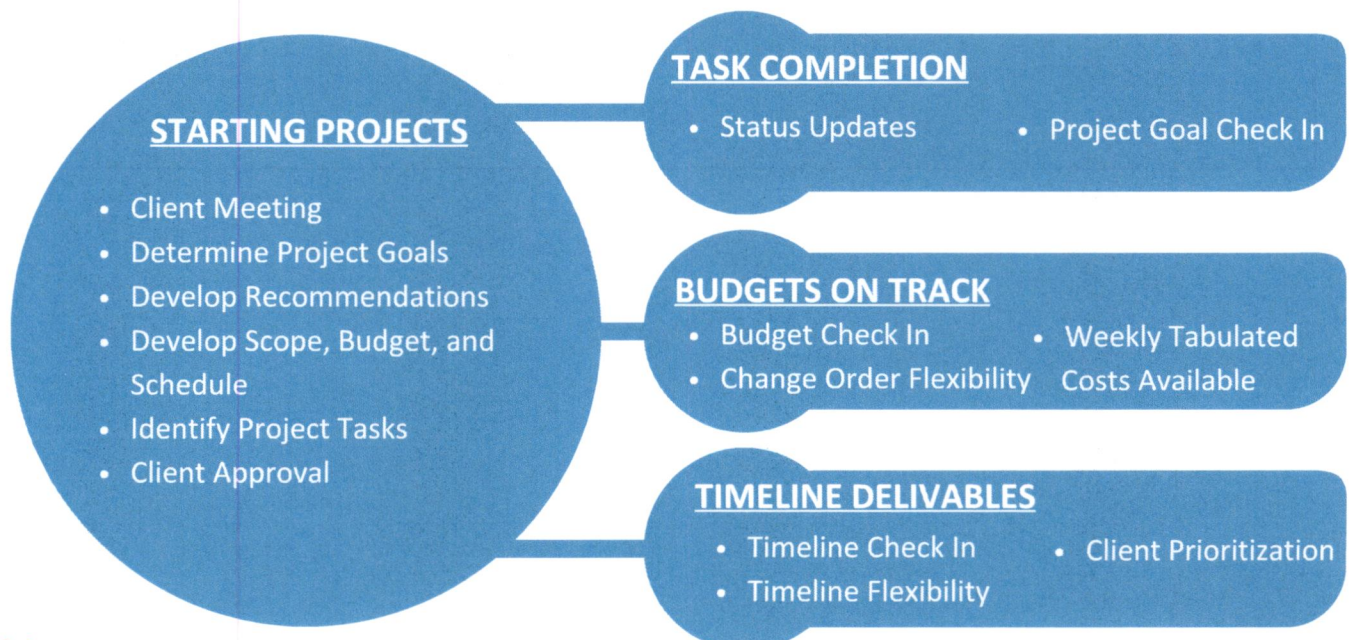
Our team understands Jefferson Counties policies and procedures and the expectation of quality work from your vendors and consultants.

You can expect the HWA team to have a solid project approach for each project phase that keeps work on track but stays flexible to the county's needs.



We take building strong relationships with our clients seriously. The HWA team knows that communication is key for successful projects.

We keep you up to date and informed to do your job successfully and to serve your clients. We will regularly check in with you to make sure expectations are being met and to find out how we can better meet the needs of the County, the Community, and any other agencies involved.



Schedule:

The expiration of this agreement will be tied to the Construction Contract for Phase 3 - LPS Sewer System for the Port Hadlock UGA.

Project Cost Estimate
 Inspection & Testing
 Jefferson County LP Sewer Collection System
 Port Hadlock, Washington
 Prepared For: Samantha Harper, PE, Jefferson County Public Works



HWA Ref: 2024-037
 Date: 5-Feb-24
 Prepared By: BS/WR

PROPOSED WORK SCOPE:

This cost estimate is based on plans and specifications provided by Client.

1. Sampling and acceptance/Proctor testing of CSBC and CSTC for use in trench backfill, and roadway/sidewalk construction.
2. Sampling and acceptance/Proctor testing of Native soils to be used for backfill, where possible.
3. Inspection and testing of compacted aggregates for utility trenches, roadway/sidewalk subgrade, and ADA ramp construction.
4. Concrete sampling for curb and gutter, ADA ramps, and driveways.
5. Sampling of HMA aggregate for acceptance and oil at the plant for ignition oven correction factor.
6. Sampling and testing HMA during paving for Rice density, extraction and gradation (minimum: one test sample per 1000 tons).
7. Inspection and testing of HMA placement and compaction (minimum: one test per 100 tons).
8. Written field reports will be prepared for all inspections and reviewed for QC.

Material Testing - ESTIMATED HWA LABOR:

Scope of Services	2024 PERSONNEL & BILLING RATES						
	GeoEng VIII \$300.00	GeoEng II \$135.00	Geol VI \$186.00	Geol II \$112.00	Contracts \$155.00	TOTAL HOURS	TOTAL AMOUNT
Aggregate Inspection and Testing, including:							
Sampling of CSBC, CSTC, Trail Surfacing, Trench Backfill, and Slope Backfill material at WSDOT intervals (assume 1 source)				12		12	\$1,344
Sampling of Native soils for possible use as backfill (assume 2 visits)				12			
Inspection and Testing of Storm and Sewer Trench Backfill (25 visits)				250		250	\$28,000
Asphalt Inspection and Testing, including:							
Inspection and Testing during HMA permanent trench patching (assume 4 visits)				48		48	\$5,376
Inspection and Testing during HMA Roadway/Overlay (assume 2 visits)				24		24	\$2,688
HMA Oven Ignition Correction Sampling of Aggregate and Oil (1 mix design x 1 initial source, then at WSDOT sampling frequency)				5		5	\$560
HMA Sampling at Batch Plant (2 trips)				10		10	\$1,120
Concrete Inspection and Testing, including:							
Curb & Gutter Testing (2 visits, plus next-day pickups)				26		26	\$2,912
Sidewalk (1 visit, plus pickups)				13		13	\$1,456
Geotechnical Observation/Project Management							
Preconstruction Meeting			1			1	\$186
QA Review, PM, Reporting, Submittal Reviews, and Report Distribution	20		20			40	\$9,720
TOTAL LABOR COST	20	0	21	400	0	429	\$54,706

Exhibit B

LABORATORY TESTING SUMMARY:	Est. No. Tests	Unit Cost	Total Cost
Acceptance Testing for CSBC, CSTC, and Trail Surfacing at WSDOT rates (GS, SE, FS) - assume 1 source	4	\$375	\$1,500
Acceptance Testing for Trench Backfill and Slope Backfill (GS, SE) - assume 1 source	3	\$310	\$930
Acceptance Testing for Native soils (GS, SE) - assume 4 samples	4	\$310	\$1,240
Proctor Tests on all Materials to be Compacted	7	\$285	\$1,995
Concrete Compressive Strength Cylinders (assume 3 sets x 4 cylinders each set)	12	\$35	\$420
HMA Oven Correction Factor (1 mix design x 1 sources x 3 burns)	3	\$160	\$480
HMA: Rice Density, Extraction/Gradation (assume 2 samples)	2	\$385	\$770
TOTAL LABORATORY TESTING:			\$7,335

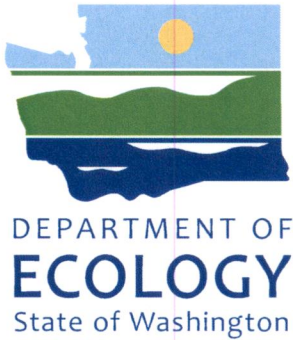
ESTIMATED DIRECT EXPENSES:	
Mileage to Job Site IRS Rate 0.67/mile, assume 39 trips	\$2,760
Mileage for Sampling Aggregates and HMA at Sources	\$360
Ferry Crossings (\$17.90 each way)	\$1,600
Nuclear Gauge Rental (Thin Lift or Soil): 31 days @ \$50/day	\$1,550
TOTAL DIRECT EXPENSES:	\$6,270

ESTIMATED PROJECT TOTALS AND SUMMARY:	
Total Labor Cost	\$54,706
Laboratory Testing	\$7,335
Direct Expenses	\$6,270
ESTIMATED TASK TOTAL:	\$68,311

Assumptions:

1. These estimates may require adjustment due to the Contractor's rate of construction, weather delays, source changes and/or other factors beyond our control.
2. The HWA PM reserves the right to shift hours between the various subtasks as required.
3. The HWA work scope does not include safety assessment nor work pertaining to any environmental issues.
4. This cost estimate was prepared with the understanding that the Client will schedule inspection as needed.
5. All night work is charged at an 8 hour minimum segment. Night work cancelled within 12 hrs of scheduled time will be charged 4 hrs.
6. All weekend work is charged at an 4 hour minimum segment. Weekend work cancelled within 12 hrs of scheduled time will be charged 4 hrs.
7. 3000 psi, Commercial, and concrete for sidewalks and thrust blocks/slope anchors will not be tested.
8. No density testing will be needed for service connections outside of the roadway prism.

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 logos must be on all signs and documents. Logos will be provided as needed.

Access to the work site and to records

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

Exhibit 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.