

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 HWA GeoSciences, Inc.
For Materials Testing and Inspection Services
Center Road 2R Overlay Project
Project No. 1802096

Statement of Issue:

The issue is a need for materials testing and inspection services to accomplish the work required for the construction phase for the Center Road 2R Overlay project.

Analysis/Strategic Goals/Pro's & Con's:

This project is included in the 2024-2029 Transportation Improvement Program. The goal of this project is to improve and preserve Center Road M.P. 10.34 to M.P. 14.58 near Quilcene, WA., by asphalt planing, asphalt paving (4.24 miles), minor drainage work, and other work. Materials testing and inspection is needed in order to assure that the materials and work meets the specifications.

Fiscal Impact/Cost Benefit Analysis:

The maximum amount payable for consultant services under this Professional Services Agreement is \$26,832.04. The materials testing and inspection work will be fully funded by a Washington State, County Road Administration Board (CRAB), Rural Arterial Program (RAP) grant.

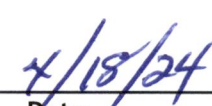
Recommendation:

The Board is asked to approve and execute the three (3) originals of the Professional Services Agreement with HWA GeoSciences, Inc. where indicated, and return two (2) signed originals to Public Works (attn. John Wayand).

Department Contact: John Wayand, 385-9377

Reviewed By:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: HWA GeoSciences, Inc.

Contract No: PW 2024-059

Contract For: Center Road 2R Overlay, Project No. 1802096

Term: December 31, 2024

COUNTY DEPARTMENT: Public Works

Contact Person: John Wayand

Contact Phone: X377

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

AMOUNT: \$26,832.04

Revenue: CRAB RAP Grant

Expenditure: 18000010.595.41

Matching Funds Required: No

Sources(s) of Matching Funds N/A

Fund # 180

Munis Org/Obj 180595.410000

PROCESS:

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

APPROVAL STEPS:

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

CERTIFIED: ☒ N/A: ☐

J. Wayand
Signature

4-16-24
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: ☐

J. Wayand
Signature

4-16-24
Date

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

✓ Electronically approved by Risk Management on 4/18/2024.

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

**PROFESSIONAL SERVICES AGREEMENT FOR
MATERIALS TESTING AND INSPECTION SERVICES
CENTER ROAD 2R OVERLAY**

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 materials testing and inspection services for **Jefferson County's Center Road 2R Overlay project.**
2. **Scope of Services.** Consultant agrees to perform the services identified on Exhibit "A" attached hereto including the provision of all labor.
3. **Time for Performance.** Work under this Agreement shall commence upon the giving of written notice by the County to the Consultant to proceed. The Consultant shall perform all services and provide all work products required pursuant to this Agreement on the dates listed on Exhibit "A".
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 **\$26,832.04** 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, and agents (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 negligent 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, and agents (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.

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

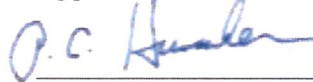
President

Title

4/17/2024

Date

Approved as to form only:



April 17, 2024

Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney



4/17/2024

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

EXHIBIT A
SCOPE OF SERVICES
FOR MATERIALS SAMPLING, TESTING, AND INSPECTION

Project Title: Center Road 2R Overlay
Jefferson County Project No. 1802096
County Road No. 931507
County Road Administration Board Project No. 1622-01

Location of Project: Center Road M.P. 10.34 to M.P. 14.58
Quilcene, WA.

Maximum Amount Payable: \$26,832.04

Completion Date: December 31, 2024

OBJECTIVES:

The Consultant will collect and transport material samples, perform material tests, prepare test reports, and provide inspection for Aggregate Materials and Hot Mix Asphalt (HMA) for the Center Road 2R Overlay project in Quilcene, WA. Testing will be performed in accordance with the WSDOT 2023 Standard Specifications, WSDOT Materials Manual, WSDOT Construction Manual, and the project Contract Provisions and Plans. The scope of work consists of the following tasks:

1. Aggregate Materials Sampling and Testing.
2. HMA Materials Sampling, Testing, HMA Placement Inspection.
3. Laboratory Material Testing and Reporting.

The anticipated project schedule and estimated materials to be tested are as follows:

Schedule

- Tentative Construction Start Date: April 29, 2024
- Contractor Working Days per contract: 25 Working Days.

Materials (estimated quantities)

- Crushed Surfacing Base Course: 76 Tons
- HMA CL. ½ In. PG 58H-22: 8,185 Tons

SCOPE OF WORK:

Task 01 – Aggregate Materials Sampling and Testing

The Consultant will sample and test aggregate materials per Exhibit B-1 prior to and during construction. The Consultant will inspect the placement and test compaction of the aggregate materials with a nuclear moisture-density gauge.

- The Consultant will collect and transport Preliminary samples of Crushed Surfacing Base Course materials from the Contractor source prior to construction. This sample will be used for Moisture Density Relationship (Proctor), Gradation/Sieve Analysis, Fracture Face, and Sand Equivalent tests.
- The Consultant will collect and transport Acceptance samples of Crushed Surfacing Base Course materials from the project site during construction. This sample will be for Acceptance testing: Gradation/Sieve Analysis and Sand Equivalent tests.
- The Consultant will conduct Aggregate Compaction Tests using a WSDOT approved nuclear moisture-density gauge and meeting the requirements of Standard Specification Section 4-04.3(5) and Section 2-03.3(14)D.

Task 02 - HMA Materials Sampling, Testing, HMA Placement Inspection

The Consultant will sample and test HMA materials per Exhibit B-1 prior to and during construction. The Consultant will inspect the HMA placement and test compaction of the HMA materials with a nuclear moisture-density gauge.

- WSDOT Standard Specifications 2023, Section 5-04 Hot Mix Asphalt has been replaced in the Project Contract Provisions with APWA 2023, Section 5-04 Hot Mix Asphalt.
- The HMA mix design will be a current approved HMA Mix Design from the WSDOT Qualified Products List submitted by the CONTRACTOR (MD 230027). The Contractor has proposed 15% Recycled Asphalt Pavement (RAP) for the HMA Mix. The Consultant will review the Contractor's submitted HMA Mix Design and provide review comments to the AGENCY as needed.
- The Consultant will collect and transport samples of HMA materials from the Contractor's asphalt plant and the project site during construction for: HMA Oven Correction Factor tests, Sand Equivalent tests, Fracture Face Count, Uncompacted Void Content test, Rice Density Analysis, and Gradation and Binder Extraction.
- The Consultant will assist the Agency staff with inspection of the HMA placement.
- The Consultant will perform HMA Compaction Tests using an approved thin layer nuclear moisture-density gauge and meet the requirements of WSDOT Standard Specification Section 5-04.3(10).
- HMA located in the roadway driving lanes will be tested.
- HMA for Pavement Repair CL. ½ In. PG-58H-22 (Commercial HMA) will not be tested.

Task 03 – Laboratory Material Testing and Reporting

The Consultant will conduct the materials tests per Exhibit B-1 using the applicable test methods specified in the WSDOT 2023 Standard Specifications, the WSDOT Materials Manual, the WSDOT Construction Manual, and the project Contract Provisions and Plans.

Assumptions

- The Consultant will verify that the materials meet the contract requirements based upon testing results. The Consultant will monitor the condition of materials for changes.
- The Consultant will conduct the required Laboratory & Field tests and provide all test reports to the Agency without delay.
- The Consultant will provide clarification of materials testing procedures when requested.
- The Agency will provide copies of the project Contract Provisions, Plans, and the approved HMA Mix Design for the Consultant's use on this project.

**EXHIBIT B
FEE SCHEDULE**

Center Road 2R Overlay Project

(HWA GEOSCINCES, INC.)

HOURLY BILLING RATES

JOB TITLE	RATE
PROJECT/TECHNICAL MANAGEMENT	\$300.00
SCHEDULING/REVIEW	\$186.00
FIELD TECHNICIAN I: INSPECTION/ SAMPLE PICK-UP	\$112.00
CLERICAL	\$155.00

NOTES:

Rate includes salary, overhead, profit, tools, materials, and equipment.

Travel time will be paid at the regular hourly rate.

UNIT TEST COSTS

TEST NAME	UNIT COST
MOISTURE DENSITY RELATIONSHIP (PROCTOR)	\$285.00 PER TEST
AGGREGATE GRADATION/SIEVE ANALYSIS	\$190.00 PER TEST
FRACTURE FACE COUNT	\$65.00 PER TEST
SAND EQUIVALENT (SE)	\$115.00 PER TEST
COMPACTION/NUCLEAR GAUGE (STD./THIN LIFT)	\$50.00 PER DAY
OVEN CORRECTION FACTOR HMA AGGREGATE, BINDER	\$160.00 PER TEST
UNCOMPACTED VOID CONTENT HMA AGGREGATE	\$150.00 PER TEST
RICE DENSITY ANALYSIS	\$160.00 PER TEST
HMA GRADATION, BINDER EXTRACTION	\$225.00 PER TEST

DIRECT EXPENSES

EXPENSE	UNIT COST
MILEAGE	\$0.67 PER MILE

MONTHLY INVOICES

The Agency will disallow all or part of any claimed cost, which is not adequately supported by documentation. Consultant invoices shall include the following information:

- Name of each employee that worked on the project in the billing period
- Each employee's job classification
- Each employee's hours worked
- Each employee's hourly wage rate
- The total wages paid each employee
- The cost of each test performed and the material that was tested.
- Copies of all direct expense invoices or bills

Center Road 2R Overlay					EXHIBIT B-1					Date: 3/25/2024								
JEFFERSON COUNTY ROAD PROJECT 1802096					Estimate					\$26,832.04								
COST ESTIMATE for MATERIALS TESTING SERVICES																		
TASKS		CONSULTANT LABOR			AGGREGATE TESTS							HMA TESTS						
	Project/Technical Management (Geo/Technical Engineer VIII)	Scheduling/Review (Geol VI)	Field Tech I Inspection/Sample Pick- up	Clerical	Total Cost	MOISTURE- DENSITY RELATIONSHIP (PROCTOR)	GRADATION / SIEVE ANAL	FRACTURE FACTOR COUNT	SAND EQUIVALENT (SF)	NUCLEAR COMPACTION GAUGE (STANDARD)	HMA Oven Correction Factor aggregate binder (CF)	SAND EQUIVALENT (SE) (HMA AGGREGATE)	FRACTURE FACTOR COUNT (HMA AGGREGATE)	UNCOMPACTED VOID CONTENT (HMA AGGREGATE)	RICE DENSITY ANALYSIS (HMA MIX)	GRADATION BINDER EXTRACTION (HMA AGGREGATE)	NUCLEAR COMPACTION GAUGE (THIN LIFT)	TOTALS
	\$300.00 Per Hour	\$186.00 Per Hour	\$110.00 Per Hour	\$155.00 Per Hour	HOURS / DOLLARS	\$285.00 per Test	\$195.00 per Test	\$65.00 per Test	\$115.00 per Test	\$50.00 per Day	\$160.00 per Test Point	\$115.00 per Test	\$65.00 per Test	\$150.00 per Test	\$160.00 per Test	\$235.00 per Test	\$50.00 per Day	TESTS / DOLLARS
(Rates Include Overhead and Profit)																		
CRUSHED SURFACING BASE COURSE																		
CSBC Prelim. sampling from contractor source site	0.00	0.00	1.00	0.00	1.00	Tests	1.00	1.00	1.00	1.00	0.00				0.00		0.00	4
Travel Time	0.00	0.00	4.00	0.00	4.00													
CSBC Acceptance sampling from project site	0.00	0.00	0.00	0.00	0.00	Tests	0.00	0.00	0.00	0.00	0.00				0.00		0.00	0
Travel Time	0.00	0.00	0.00	0.00	0.00													
CSBC Compaction Testing (- Acceptance Sample of CSBC)	0.00	0.00	4.00	0.00	4.00	Tests	0.00	0.00	0.00	0.00	1.00				0.00		0.00	1
Travel Time	0.00	0.00	4.00	0.00	4.00													
Hours	0.00	0.00	13.00	0.00	13.00	Tests	1.00	1.00	1.00	1.00	1.00				0.00		0.00	5
Dollars \$	\$ -	\$ -	\$ 1,430.00	\$ -	\$ 1,430.00	Dollars	\$285.00	\$195.00	\$65.00	\$115.00	\$ 50.00				\$ -		\$ -	\$ 710.00
HMA CL. 1/2 IN. PG 58H-22																		
HMA cold feed aggregate and PG binder samples from plant for Given Correction Factor (prior to first day of paving)(3 samples)	0.00	0.00	2.00	0.00	2.00	Tests	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	3
Travel Time	0.00	0.00	4.00	0.00	4.00													
Acceptance HMA Aggregate cold feed PG binder samples from plant during production for this project, for SE, FF, Uncompacted Void Content (6 samples) (taken during HMA sampling, below)	0.00	0.00	0.00	0.00	0.00	Tests	0.00	0.00	0.00	0.00	0.00	4.00	4.00	4.00	0.00	0.00	0.00	12
Travel Time	0.00	0.00	0.00	0.00	0.00													
HMA mix samples from project during HMA placement for Rice Density binder extraction, aggregate gradation (8 samples, 8185 tons / 1000 tons = 8.18 samples) (Assume 7 days for HMA paving)	0.00	0.00	16.00	0.00	16.00	Tests	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00	10.00	18
Travel Time	0.00	0.00	32.00	0.00	32.00													
HMA Nuclear Density Compaction Testing during placement and HMA inspection (approx. 82 tests, 8185 tons / 100 tons = 81.85 tests) (Assume 7 days for HMA Paving)	0.00	0.00	70.00	0.00	70.00	Tests	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.00	7
Travel Time	0.00	0.00	8.00	0.00	8.00													
Hours	0.00	0.00	132.00	0.00	132.00	Tests	0.00	0.00	0.00	0.00	3.00	4.00	4.00	4.00	8.00	8.00	7.00	38
Dollars \$	\$ -	\$ -	\$ 14,520.00	\$ -	\$ 14,520.00	Dollars \$	\$ -	\$ -	\$ -	\$ -	\$ 480.00	\$ 460.00	\$ 260.00	\$ 600.00	\$ 1,280.00	\$ 1,800.00	\$ 350.00	\$ 5,230.00
PROJECT MANAGEMENT/REPORTING																		
Invoice preparation, Materials Testing oversight	2.00	2.00	0.00	2.00	6.00													
Hours	2.00	2.00	0.00	2.00	6.00													
Dollars \$	600.00	\$ 372.00	\$ -	\$ 310.00	\$ 1,282.00													
Subtotal Hours	2.00	2.00	145.00	2.00	151.00	Tests	1.00	1.00	1.00	1.00	3.00	4.00	4.00	4.00	8.00	8.00	7.00	43
Subtotal Dollars \$	600.00	\$ 372.00	\$ 15,950.00	\$ 310.00	\$17,232.00	Dollars	\$285.00	\$195.00	\$65.00	\$115.00	\$50.00	\$ 480.00	\$ 460.00	\$ 260.00	\$ 600.00	\$ 1,280.00	\$ 350.00	\$ 5,940.00
DIRECT EXPENSES																		
	Trips to site: 98 miles round trip x 4 round trips = 392 miles x \$0.67 per mile = \$262.64																	
	Trips to batch plant: 76 miles round trip x 9 round trips = 684 miles x \$0.67 per mile = \$458.28		\$720.92															
• Mileage	Task	Round Trips																
49 miles one-way (site), 38 miles one-way (plant)	Gravel Backfill Prelim sample	0																
98 miles two-way (site), 76 miles two-way (plant)	Gravel Backfill Accept sample	0																
• Travel Time (assume Bothell)	CSBC Prelim. sample	1																
2 hours one-way	CSBC Accept sample	0																
4 hours two-way	CSBC Comp. Test (incl.)	1																
	HMA Oven Corr. Factor sample	1																
	HMA Aggregate Cold feed samp	0																
	HMA placement samples	8																
	HMA compaction testing/inspection	2																
	Total	13																
Ferry Crossing: \$17.90 each crossing	13 round trips x \$17.90 each way = \$465.40	\$465.40																
Per Diem during paving (Jefferson County)	7 days, 6 nights (\$113 lodging, \$74 meals)	\$1,196.00																
	Direct Expenses Total	\$2,982.32																
TOTAL LABOR			\$17,232.00															
TOTAL TESTS			\$ 5,940.00															
TOTAL DIRECT EXPENSES			\$2,982.32															
	SUBTOTAL		\$25,554.32															
CONTINGENCY (5%)			\$1,277.72															
			\$ 26,832.04															