

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: June 5, 2023

Subject: Professional Services Agreement with Krazan & Associates, Inc. for Snow Creek Rd. MP 0.84 Culvert Replacement, Project No. 18020310, AND Port Hadlock Wastewater Facility - Phase 1, Project No. 405-2115-0

Statement of Issue: Professional Services Agreement with Krazan & Associates, Inc. of Poulsbo, Washington for material testing services for the two projects referenced above.

Analysis/Strategic Goals/Pro's & Con's: Snow Creek Road MP 0.84 Culvert Replacement and Port Hadlock Wastewater Facility Phase 1 are two projects that are included in the officially adopted Transportation Improvement Program, and are both going to construction this summer. This Professional Services Agreement is to provide materials testing services during construction for both projects.

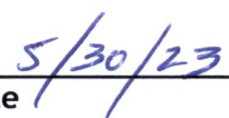
Fiscal Impact/Cost Benefit Analysis: The maximum amount payable under this agreement is \$31,000. The Snow Creek Road MP 0.84 Culvert Replacement is funded at 87.5% by a FEMA Hazard mitigation grant and 12.5% by a Washington State Public Works Board construction loan. The Port Hadlock Wastewater Facility Phase 1 is funded by a combination of state and federal grants and appropriations.

Recommendation: Public Works recommends that the Board execute both originals of the Professional Services Agreement with Krazan & Associates, Inc., and return one original to Public Works for further processing.

Department Contact: Mark Thurston, P.E., Project Manager, 385-9160.

Reviewed By:


Mark McCauley, County Administrator


Date 5/30/23

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Krazan & Associates, Inc.

Contract No: REV 2023-061

Contract For: Snow Creek Road MP 0.84 Culvert Replacement Term:

COUNTY DEPARTMENT:	Public Works
Contact Person:	Mark Thurston, Chris Spall
Contact Phone:	Ext. 210, Ext. 208
Contact email:	mthurston@co.jefferson.wa.us, cspall@co.jefferson.wa.us

AMOUNT: \$31,000
Revenue: 1800000010.33397.01.2031
Expenditure: 595
Matching Funds Required: yes
Sources(s) of Matching Funds FEMA, PWB Loan
Fund #
Munis Org/Obj

PROCESS:

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

APPROVAL STEPS:

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

CERTIFIED: ☒ N/A: ☐ Mark Thurston 5-9-23
Signature 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: ☐ Mark Thurston 5-9-23
Signature Date

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

✓ Electronically approved by Risk Management on 5/12/2023.

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

✓ Electronically approved as to form by PAO on 5/10/2023.
Pre-approved PSA language. No PAO signature needed.

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 Services for construction of:
Snow Creek Road MP 0.84 Culvert Replacement AND
Port Hadlock Wastewater Facility Phase 1

THIS PROFESSIONAL SERVICES AGREEMENT ("this Agreement") is entered into between the County of Jefferson, a municipal corporation ("the County"), and Krazan & Associates, 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 for construction of the Snow Creek Road MP 0.84 Culvert Replacement, and the Port Hadlock Wastewater Facility Phase 1.
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 \$ 31,000.00 without express written modification of the Agreement signed by the County.
 - b. The Consultant may submit invoices to the County once per month during the progress of the work for partial payment for project completed to date. Such vouchers will be checked by the County, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment of Consultant invoices shall be within 30 days of receipt by the County for any services not in dispute based on the terms of this Agreement.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the County after the completion of the work under this Agreement and its acceptance by the County.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Consultant's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the County and state for a period of three (3) years after final payments. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the County whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors. Consultant shall not be held liable for reuse of documents or modifications thereof, including electronic data, by County or its representatives for any purpose other than the intent of this Agreement.
6. Compliance with laws. Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.
7. Indemnification. The Consultant shall defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers (and their marital communities) harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the County, its officers, officials, employees, agents and volunteers (and their marital communities) the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
8. Insurance. Prior to commencing work, the Consultant shall obtain at its own cost and expense the following insurance coverage specified below and shall keep such coverage in force during the terms of the Agreement.

Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the County named as an additional insured in connection with the Consultant's performance of this Agreement. This insurance shall indicate on the certificate of insurance the following coverage: (a) Owned automobiles; (b) Hired automobiles; and, (3) Non-owned automobiles.

Commercial General Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications.

The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:

- a. Broad Form Property Damage, with no employee exclusion;
- b. Personal Injury Liability, including extended bodily injury;
- c. Broad Form Contractual/Commercial Liability – including coverage for products and completed operations;
- d. Premises – Operations Liability (M&C);
- e. Independent Contractors and subcontractors;
- f. Blanket Contractual Liability.

Professional Liability Insurance. The Consultant shall maintain professional liability insurance against legal liability arising out of activity related to the performance of this Agreement, on a form acceptable to Jefferson County Risk Management in the amounts of not less than \$1,000,000 Each Claim and \$2,000,000 Aggregate. The professional liability insurance policy should be on an “occurrence” form. If the professional liability policy is “claims made,” then an extended reporting period coverage (tail coverage) shall be purchased for three (3) years after the end of this Agreement, at the Consultant’s sole expense. The Consultant agrees the Consultant’s insurance obligation to provide professional liability insurance shall survive the completion or termination of this Agreement for a minimum period of three (3) years.

The County shall be named as an “additional named insured” under all insurance policies required by this Agreement, except Professional Liability Insurance when not allowed by the insurer.

Such insurance coverage shall be evidenced by one of the following methods: (a) Certificate of Insurance; or, (b) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

The Consultant shall furnish the County with properly executed certificates of insurance that, at a minimum, shall include: (a) The limits of overage; (b) The project name to which it applies; (c) The certificate holder as Jefferson County, Washington and its elected officials, officers, and employees with the address of Jefferson County Risk Management, P.O. Box 1220, Port Townsend, WA 98368, and, (d) A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County. If the proof of insurance or certificate indicating the County is an “additional insured” to a policy obtained by the Consultant refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County. Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.

Failure of the Consultant to take out or maintain any required insurance shall not relieve the Consultant from any liability under the Agreement, nor shall the insurance

requirements be construed to conflict with or otherwise limit the obligations concerning indemnification of the County.

The Consultant's insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies, with the exception of Professional Liability Insurance, so affected shall protect both parties and be primary coverage for all losses covered by the above described insurance.

Insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy.

All deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Consultant.

Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of this Agreement by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Insurance companies issuing the Consultant's insurance policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of insurance policy.

Any judgments for which the County may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Consultant until the Consultant shall furnish additional security covering such judgment as may be determined by the County.

Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Consultant must provide in order to comply with this Agreement.

The County may, upon the Consultant's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the Consultant.

The Consultant's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.

Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.

The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The Consultant shall include all subconsultants as insured under its insurance policies or shall furnish separate certificates and endorsements for each subconsultant. All insurance provisions for subconsultants shall be subject to all the requirements stated herein.

The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.

The Consultant shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced. All the insurance policies required by this Agreement shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the County Risk Manager by registered mail, return receipt requested.

The Consultant shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

9. Worker's Compensation (Industrial Insurance).

If and only if the Consultant employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Consultant, the Consultant shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to Jefferson County Risk Management, upon request.

Worker's compensation insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws.

This coverage shall extend to any subconsultant that does not have their own worker's compensation and employer's liability insurance.

The Consultant expressly waives by mutual negotiation all immunity and limitations on liability, with respect to the County, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

If the County incurs any costs to enforce the provisions of this subsection, all cost and fees shall be recoverable from the Consultant.

10. Independent Contractor. The Consultant and the County agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant specifically has the right to direct and control Consultant's own activities, and the activities of its subconsultants, employees, agents, and representatives, in providing the agreed services in accordance with the specifications set out in this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement, including, but not limited to: retirement, vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Jefferson County employees. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

11. Subcontracting Requirements.

The Consultant is responsible for meeting all terms and conditions of this Agreement including standards of service, quality of materials and workmanship, costs, and schedules. Failure of a subconsultant to perform is no defense to a breach of this Agreement. The Consultant assumes responsibility for and all liability for the actions and quality of services performed by any subconsultant.

Every subconsultant must agree in writing to follow every term of this Agreement. The Consultant must provide every subconsultant's written agreement to follow every term of this Agreement before the subconsultant can perform any services under this Agreement. The County Engineer or their designee must approve any proposed subconsultant in writing.

Any dispute arising between the Consultant and any subconsultant or between subconsultant must be resolved without involvement of any kind on the part of the County and without detrimental impact on the Consultant's performance required by this Agreement.

12. Covenant Against Contingent Fees. The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

13. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin,

religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

14. No Assignment. The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.
15. Non-Waiver. Waiver by 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:
Krazan & Associates, Inc.
1230 Finn Hill Rd. NW STE A
Poulsbo, WA 98370
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

Krazan & Associates, Inc.

Name of Consultant

Kate Dean, District 1

Wes Mahan

Consultant Representative (*Please print*)

Heidi Eisenhour, District 2

Wes Mahan
(Signature)

Greg Brotherton, District 3

Operations Manager

Title

May 23, 2023

Date

Approved as to form only:

PRE-APPROVED CONTRACT FORM

Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney


Monte Reinders, P.E. *5/23/22* Date
Public Works Director/County Engineer

EXHIBIT A SCOPE OF WORK

SNOW CREEK ROAD MP 0.84 CULVERT REPLACEMENT COUNTY PROJECT NO. 18020310 and PORT HADLOCK WASTEWATER FACILITY – PHASE 1 COUNTY PROJECT NO. 405-2114-0

INTRODUCTION

This agreement provides for materials testing and inspection services that will be necessary during construction of two separate projects, both to occur in 2023:

- Snow Creek Road MP 0.84 Culvert Replacement, and
- Port Hadlock Wastewater Facility – Phase 1

These are totally separate projects that are at different locations, and will require separate invoicing and have different points of contact at Jefferson County.

ADMINISTRATION AND COORDINATION

The Consultant will be required to continually coordinate with the Agency the work effort involved in all tasks under this agreement. Work completed under this task shall include the following:

- A. Provide one-on-one liaison between the Agency Project Manager and Consultant team.
 - The point of contact for the Snow Creek Road MP 0.84 Culvert Replacement will be:
 - Mark Thurston
Office phone: (360) 385-9210
Cell phone: (360) 301-9255
Email: mthurston@co.jefferson.wa.us
 - The point of contact for the Hadlock Sewer will be:
 - John Black
Office phone: (360) 385-9361
Cell phone: (360) 316-6023
Email: jblack@co.jefferson.wa.us
- B. Provide notification of anticipated delays or problems.

C. Provide a **separate monthly invoice** for each project, which shall include the following:

- a. Name of each employee that worked on the project in the billing period
- b. Each employee's job classification
- c. Each employee's hours worked
- d. Each employee's hourly wage rate
- e. Itemization of Tests performed and the cost per Test.
- f. Each invoice will also include all direct non-salary costs and copies of supporting invoices or bills. The Agency will disallow all or part of any claimed cost, which is not adequately supported by documentation.

D. The Consultant shall keep the Agency informed of materials conditions and test results through the duration of the project. When a material being used does not meet the requirements of the Specifications, the Agency must be informed immediately.

E. The Consultant shall coordinate the work effort for this project with the Agency's schedule and the construction activities of the Contractor, through the duration of the project. All sampling and testing times shall be coordinated through the Agency.

MATERIALS AND QUALITY CONTROL TESTING

In order to ensure that the materials incorporated in all construction projects meet minimum requirements, they will be sampled and quality tested. The Consultant is required to perform the appropriate tests and interpret the results.

All sampling and testing procedures shall be in accordance with the contract documents, the provisions of the 2023 WSDOT Standard Specifications for Road, Bridge and Municipal Construction, the WSDOT Construction Manual current edition, the WSDOT Materials Manual current edition, and the Contract Provisions.

All sampling, tests, measurements or other functions performed by Consultant personnel are recognized as being for the sole purpose of assisting the Agency. All work done and all tests/reports furnished shall be subject to inspection by the Agency. The Agency shall have access to the work at all times, and shall be furnished sufficient, safe and proper facilities for ascertaining that the tests furnished and work performed are as required by the contract. The Consultant shall furnish such samples of materials used or to be used in the construction, as may be required to ensure conformance with the contract plans and specifications.

- A. The Consultant shall furnish such labor and facilities as may be required to enable the Consultant to make a thorough inspection and culling of the materials. All devices shall be capable of safely and conveniently obtaining representative samples of materials being produced or conveyed. The design and operation of sampling equipment shall be per the above stated references.

- B. The Consultant shall be thoroughly knowledgeable of the specifications and methods applicable to the work. Before construction begins, the Consultant shall secure all equipment necessary to carry out the material testing. This equipment shall include but not be limited to: air and asphalt thermometers, sieves, scales, tapes and rules, canvas sample sacks, containers for sampling, forms, diary books, lab equipment, nuclear density gauge, slump cones, air meter, etc.
- C. The Consultant will provide to the Agency any certifications of equipment and its employees for testing of material required for this project. The Consultant is responsible to verify the conformance of the material with the contract requirements, and upon verification the Consultant will route the reports to the Agency. The Consultant will determine or verify the required tests and testing procedures for all materials per the above stated publications.
- D. The Consultant shall make such minor changes, amendments or revisions in the detail of the work as may be required by the Agency. When alternatives are being considered, the Agency shall have the right of selection.
- E. In performance of the Consultants work, the Consultant's personnel may call to the attention of the Contractor any faulty work or materials or infringements of the terms of the contract; however, the Consultant is not authorized to approve or accept any work or materials or to issue instructions or advice contrary to the contract. Work done or material furnished which at any time is found not to conform to contract requirements shall be immediately reported to the Agency. The Agency's personnel will have the authority to reject and suspend work that is being done improperly and to approve or accept any work or materials furnished, subject to final decisions of the Agency.
- F. Failure or neglect on the part of the Consultant to condemn unsatisfactory material or reject inferior workmanship will in no way release the Consultant, nor shall it be construed to mean the acceptance of such work, nor shall the final acceptance bar the Agency from recovering damages in case fraud was practiced, or for defective work resulting from the Consultants dishonesty. No compensation will be made for defective work or materials.
- G. The materials testing performed by the Consultant under this agreement shall be verified by a thorough check by the Consultant and shall be so certified by the Consultant. The Consultant will be held responsible for the accuracy of the work, even though the work has been accepted by the Agency.
- H. The Agency may provide the Consultant with copies of Plans, Specifications, Estimates, Profiles, Cross-sections, Earthwork, and Field notes for their use in materials testing. If necessary, the Agency will provide access to required manuals and forms.
- I. Samples will be secured and tested whenever necessary to determine the quality of the material. Sufficient samples representative of the proposed materials shall be taken to ensure that the minimum specification requirements are met. Examination, tests and representative samples at the frequency required by the Agency, shall be submitted prior to

incorporating the material in the work. Unless otherwise authorized by the Agency, only samples taken by the Consultant will be accepted.

- J. Job site samples will be obtained, tested, and recorded following methods of field and laboratory material testing described in the contract documents, in the 2023 WSDOT Standard Specifications for Road, Bridge and Municipal Construction, the WSDOT Construction Manual current edition, and the WSDOT Materials Manual current edition. The exact point of acceptance will be determined by the Engineer.
- K. The Materials Tests/Inspections anticipated to be performed include, but are not limited to the following:
 - a. Moisture Density Relationship (Proctor)
 - b. In-Place Density and Moisture Content
 - c. Sieve Analysis of Aggregates
 - d. Sand Equivalent
 - e. Fracture in Aggregate
 - f. Hot Mix Asphalt -- Rice Density, Compaction
 - g. pH, Resistivity, Chlorides, and Sulfates
- L. The Consultant's duties shall include:
 - a. Collect and transport samples of construction materials from material source locations to-be-determined to the materials testing lab(s).
 - b. Perform laboratory materials testing on the collected samples -- see the attached table for a description of the required test procedures.
 - c. Perform construction site compaction inspection/testing
 - d. Perform construction site hot mix asphalt inspection/testing.
 - e. Provide written documentation of all laboratory materials tests and construction site inspection/testing.
- M. The Consultant shall perform the work in a manner that will minimize interference and delay for all forces involved. The Consultant will make every reasonable effort to respond to on-site and/or laboratory materials testing requests within 24 to 48 hours after the request has been made by the Agency. The Consultant shall devote the attention required to make reasonable progress on the work and shall cooperate fully with the Agency and its inspectors.

REQUIRED TEST METHODS AND QUANTITIES

SNOW CREEK ROAD MP 0.84 CULVERT REPLACEMENT

Procedure No.	Test Method	Test Quantity
Aggregate Module		
T 27/11 WAQTC	FOP for AASHTO T 27/T 11, Sieve Analysis of Fine and Coarse Aggregates	3 – Embankment Borrow 2 – Re-use of Excavated Material 1 – Gravel Borrow 1 – CSBC 1 – Gravel Backfill for Pipe Zone Bedding
R 76 WAQTC	FOP for AASHTO R 76, Reducing Samples of Aggregates to Testing Size	
R 90 WAQTC	FOP for AASHTO R 90, Sampling of Aggregate Products	
T 99 WAQTC	FOP for AASHTO T 99, Moisture-Density Relationship of Soils Using a 5.5-lb Rammer and a 12-in Drop	3 – Embankment Borrow 1 – Re-use of Excavated Material 1 – Gravel Borrow 1 – CSBC 1 – Gravel Backfill for Pipe Zone Bedding
T 176 WAQTC	FOP for AASHTO 176, Plastic Fines in Graded Aggregates and Soils by Use of the Sand Equivalent Test	3 – Embankment Borrow 1 – Gravel Borrow 1 – CSBC 1 – Gravel Backfill for Pipe Zone Bedding
T 310 WAQTC	FOP for AASHTO T 310 , In-Place Density and Moisture Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)	
T 335 WAQTC	FOP for AASHTO T 335, Determining the Percentage of Fracture in Coarse Aggregate	1 – CSBC
SOP 615 WSDOT	Standard Operating Procedure for Determination of the % Compaction for Embankment & Untreated Surfacing Materials using the Nuclear Moisture-Density Gauge	
T 716 WSDOT	Method of Random Sampling for Location of Testing and Sampling Sites	
Asphalt Module		
T 209 WAQTC	FOP for AASHTO T 209, Theoretical Maximum Specific Gravity and Density of Hot Mix Asphalt Paving Mixtures – “Rice Density”	1 – HMA Cl. ½ IN. PG 58-22

Procedure No.	Test Method	Test Quantity
T 355 WAQTC	FOP for AASHTO T 355, In-Place Density of Asphalt Mixtures by Nuclear Method	

PORT HADLOCK WASTEWATER FACILITY – PHASE 1

Procedure No.	Test Method	Test Quantity
Aggregate Module		
T 27/11 WAQTC	FOP for AASHTO T 27/T 11, Sieve Analysis of Fine and Coarse Aggregates	1 – Sewer Trench Backfill 1 – Road and Building Pad Borrow 1 - CSTC 1 – CSBC 1 – Gravel Borrow for Structural Earth Wall
R 76 WAQTC	FOP for AASHTO R 76, Reducing Samples of Aggregates to Testing Size	
R 90 WAQTC	FOP for AASHTO R 90, Sampling of Aggregate Products	
T 96	Standard Method of Test for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	1 – Gravel Borrow for Structural Earth Wall
T 99 WAQTC	FOP for AASHTO T 99, Moisture-Density Relationship of Soils Using a 5.5-lb Rammer and a 12-in Drop	1 – Sewer Trench Backfill 1 – Road and Building Pad Borrow 1 - CSTC 1 – CSBC 1 – Gravel Borrow for Structural Earth Wall
T 176 WAQTC	FOP for AASHTO 176, Plastic Fines in Graded Aggregates and Soils by Use of the Sand Equivalent Test	1 – Sewer Trench Backfill 1 – Road and Building Pad Borrow 1 - CSTC 1 – CSBC 1 – Gravel Borrow for Structural Earth Wall
T 310 WAQTC	FOP for AASHTO T 310 , In-Place Density and Moisture Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)	
T 335 WAQTC	FOP for AASHTO T 335, Determining the Percentage of Fracture in Coarse Aggregate	1 - CSTC 1 – CSBC
SOP 615 WSDOT	Standard Operating Procedure for Determination of the % Compaction for Embankment & Untreated Surfacing Materials using the Nuclear Moisture-Density Gauge	
T 716 WSDOT	Method of Random Sampling for Location of Testing and Sampling Sites	
T 288 AASHTO	Standard Method of Test for Determining Minimum Laboratory Soil Resistivity	1 – Gravel Borrow for Structural Earth Wall

Procedure No.	Test Method	Test Quantity
T 289 AASHTO	Standard Method of Test for Determining pH of Soil for Use in Corrosion Testing	1 – Gravel Borrow for Structural Earth Wall
T 290 AASHTO	Standard Method of Test for Determining Water-Soluble Sulfate Ion Content in Soil	1 – Gravel Borrow for Structural Earth Wall
T 291 AASHTO	Standard Method of Test for Determining Water-Soluble Chloride Ion Content in Soil	1 – Gravel Borrow for Structural Earth Wall
Asphalt Module		
T 209 WAQTC	FOP for AASHTO T 209, Theoretical Maximum Specific Gravity and Density of Hot Mix Asphalt Paving Mixtures – “Rice Density”	1 – Commercial HMA
T 355 WAQTC	FOP for AASHTO T 355, In-Place Density of Asphalt Mixtures by Nuclear Method	



GEOTECHNICAL ENGINEERING · ENVIRONMENTAL ENGINEERING · CONSTRUCTION TESTING AND INSPECTIONS

Attachment A - Estimated Fees for Continuous & Periodic Special Inspection and Material Testing Services

Snow Creek MP 0.84 Culvert Replacement

Snow Creek Road Mile Pist 0.84

Quilcene, WA

Field Testing, Inspection & Professional Services

Project Administration & Management

	Trips	Units	Rate	Total
Project Manager	-	10	\$120.00	\$1,200.00
Project Administrator	-	2	\$63.00	\$126.00
			Subtotal	\$1,326.00

Earthwork & Foundations

	Trips	Units	Rate	Total
Engineering Technician	10	80	\$75.00	\$6,000.00
Project Manager	-	2.5	\$120.00	\$300.00
Project Administrator	-	2.5	\$63.00	\$157.50
Vehicle Round Trip Charges (associated mileage)	-	10	\$48.96	\$489.60
			Subtotal	\$6,947.10

Paving - HMA, PCC, Pervious

	Trips	Units	Rate	Total
Engineering Technician	1	8	\$75.00	\$600.00
Engineering Technician (Overtime)	-	2	\$112.50	\$225.00
Project Manager	-	0.25	\$120.00	\$30.00
Project Administrator	-	0.25	\$63.00	\$15.75
Vehicle Round Trip Charges (associated mileage)	-	1	\$48.96	\$48.96
			Subtotal	\$919.71

Laboratory Testing & Project Consumables

Aggregates and Soils

	Units	Rate	Total
Fractured Faces - Coarse Aggregate (ASTM D5821, WSDOT/AASHTO T335)	1	\$138.00	\$138.00
Moisture-Density Relations of Soils (ASTM D698, D1557; WSDOT/AASHTO T99, T180)	7	\$250.00	\$1,750.00
Sand Equivalent (ASTM D2419; AASHTO T176)	7	\$138.00	\$966.00
Sieve Analysis - Processed (Each Size), ASTM C136	8	\$138.00	\$1,104.00
		Subtotal	\$3,958.00

Asphalt Concrete

Hot Mixed Asphalt

	Units	Rate	Total
Maximum Theoretical Unit Weight, (Rice) (ASTM D2041; WSDOT/AASHTO T209)	1	\$165.00	\$165.00
		Subtotal	\$165.00

Total Estimated Cost: \$13,315.81

Notes: This cost estimate is based on the scope of services outlined in our proposal identified as:

KA Proposal No.: T23124WAP Dated: May 4, 2023



A 3 hour minimum charge, portal-to-portal charge applies to all inspections. Cost for construction testing and inspections services are highly dependent on the contractors actual schedule; weather, overlapping of work and other factors. Therefore the quantities listed in our cost estimate should be considered approximate. Krazan & Associates does not control the work or production rate. Therefore, the estimate provided above does not imply a lump sum fee, not-to-exceed fee or guaranteed maximum price. The cost estimate does not include overtime, retest, or change in conditions or schedule.

Services beyond the initial minimum billing increment will be billed in increments of one (1) hour thereafter for each day's Services for each assigned technician. Services rendered in excess of 8 hours (up to 12 hours) on any week day and for the first 8 hours on Saturday will be billed at time and one-half (x1.5) the standard hourly rate. Services rendered in excess of 12 hours on any weekday, in excess of 8 hours on Saturdays, on Holidays, and on Sundays will be billed at double (x2) the standard rates presented above.

Inspections which are cancelled with less than twenty-four (24) hours' notice will be charged the minimum fee associated with the type of inspection or testing requested.



EXHIBIT B
Port Hadlock Wastewater Facility - Phase 1

GEOTECHNICAL ENGINEERING · ENVIRONMENTAL ENGINEERING · CONSTRUCTION TESTING AND INSPECTIONS

Attachment A - Estimated Fees for Continuous & Periodic Special Inspection and Material Testing Services

Port Hadlock Wasterwawter Facility - Phase 1

Not Provided

Port Hadlock, WA

Field Testing, Inspection & Professional Services

Project Administration & Management

	Trips	Units	Rate	Total
Project Manager	-	10	\$120.00	\$1,200.00
Project Administrator	-	2	\$63.00	\$126.00
			Subtotal	\$1,326.00

Earthwork & Foundations

	Trips	Units	Rate	Total
Engineering Technician	25	100	\$75.00	\$7,500.00
Project Manager	-	6.25	\$120.00	\$750.00
Project Administrator	-	6.25	\$63.00	\$393.75
Vehicle Round Trip Charges (associated mileage)	-	25	\$37.44	\$936.00
			Subtotal	\$9,579.75

Paving - HMA, PCC, Pervious

	Trips	Units	Rate	Total
Engineering Technician	1	8	\$75.00	\$600.00
Engineering Technician (Overtime)	-	2	\$112.50	\$225.00
Project Manager	-	0.25	\$120.00	\$30.00
Project Administrator	-	0.25	\$63.00	\$15.75
Vehicle Round Trip Charges (associated mileage)	-	1	\$37.44	\$37.44
			Subtotal	\$908.19

Laboratory Testing & Project Consumables

Aggregates and Soils

	Units	Rate	Total
Abrasion (L.A. 100 & 500 cycles), (ASTM C131, C535; AASHTO T96)	2	\$385.00	\$770.00
Fractured Faces - Coarse Aggregate (ASTM D5821, WSDOT/AASHTO T335)	2	\$138.00	\$276.00
Moisture-Density Relations of Soils (ASTM D698, D1557; WSDOT/AASHTO T99, T180)	7	\$250.00	\$1,750.00
Sand Equivalent (ASTM D2419; AASHTO T176)	7	\$138.00	\$966.00
Sieve Analysis - Processed (Each Size), ASTM C136	7	\$138.00	\$966.00
pH of Soil	1	\$15.00	\$15.00
Soluble Chloride Content	1	\$55.00	\$55.00
Soluble Sulfate Content	1	\$55.00	\$55.00
		Subtotal	\$4,853.00

Asphalt Concrete

Hot Mixed Asphalt

	Units	Rate	Total
Maximum Theoretical Unit Weight, (Rice) (ASTM D2041; WSDOT/AASHTO T209)	1	\$165.00	\$165.00
		Subtotal	\$165.00

Total Estimated Cost: \$16,831.94

Notes: This cost estimate is based on the scope of services outlined in our proposal identified as:

KA Proposal No.: T23125WAP Dated: May 4, 2023



A 3 hour minimum charge, portal-to-portal charge applies to all inspections. Cost for construction testing and inspections services are highly dependent on the contractors actual schedule; weather, overlapping of work and other factors. Therefore the quantities listed in our cost estimate should be considered approximate. Krazan & Associates does not control the work or production rate. Therefore, the estimate provided above does not imply a lump sum fee, not-to-exceed fee or guaranteed maximum price. The cost estimate does not include overtime, retest, or change in conditions or schedule.

Services beyond the initial minimum billing increment will be billed in increments of one (1) hour thereafter for each day's Services for each assigned technician. Services rendered in excess of 8 hours (up to 12 hours) on any week day and for the first 8 hours on Saturday will be billed at time and one-half (x1.5) the standard hourly rate. Services rendered in excess of 12 hours on any weekday, in excess of 8 hours on Saturdays, on Holidays, and on Sundays will be billed at double (x2) the standard rates presented above.

Inspections which are cancelled with less than twenty-four (24) hours' notice will be charged the minimum fee associated with the type of inspection or testing requested.