

**PROFESSIONAL SERVICES AGREEMENT**

**FOR**

**PROFESSIONAL DESIGN SERVICES FOR TULARE AVENUE MAJOR STREET REHABILITATION  
DEMAREE TO COTTA**

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Visalia, hereinafter referred to as the "CITY", and Krazan & Associates, Inc hereinafter referred to as the "CONSULTANT".

**W I T N E S S E T H**

**WHEREAS**, the CITY is authorized and empowered to employ consultants and specialists in the performance of its duties and functions; and

**WHEREAS**, the CITY has the desire to secure certain technical and professional services to assist in the preparation and completion of the items of work described as "Scope of Work" which along with the response submitted by CONSULTANT is attached as Exhibit "A", and hereinafter referred to as the "PROJECT"; and

**WHEREAS**, the CONSULTANT represents it is licensed, qualified and willing to provide such services pursuant to terms and conditions of this Agreement.

**NOW, THEREFORE**, CITY and CONSULTANT agree as follows:

**I. SERVICES TO BE PERFORMED BY THE CONSULTANT**

- A. Authorized Scope of Work: The CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described in Exhibit "A" - Scope of Work, which shall be the Scope of Work for the project unless the parties agree in writing to modify the Scope of Work, for the cost identified in Exhibit "B" - Project Fees and Exhibit "C" - Consultant Schedule of Fees.
- B. Additional Services: Incidental work related to the PROJECT and not provided for in Exhibit "A" may be needed during the performance of this Agreement. The CONSULTANT agrees to provide any and all additional services at the rates identified in attached Exhibit "B" – Project Fees. Such additional services shall not be performed by CONSULTANT without the written consent of CITY.

**II. TIME OF PERFORMANCE**

The CONSULTANT shall commence performance of this Agreement within ten (10) days of the effective date on the Consultant's written Notice to Proceed and shall complete the work within the timeframes outlined in the Exhibits, unless otherwise extended in writing by CITY, in its sole discretion.

If the CONSULTANT fails to complete the PROJECT within the time specified, plus any extensions of time which may be granted, the CITY shall determine the percent of each work item completed and shall pay the CONSULTANT on that basis.

CONSULTANT shall not be responsible for delays which are due to causes beyond the CONSULTANT's reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in writing signed by both parties.

### III. COMPENSATION

- A. Total Compensation: For services performed pursuant to this Agreement, the CITY agrees to pay and the CONSULTANT agrees to accept, a lump sum amount of two hundred and eighty-nine thousand forty-eight dollars (\$289,048) as shown in Exhibit "B". This amount shall constitute complete compensation, including document production and out-of-pocket expenses for all services for the work and PROJECT identified in Exhibits "A" and "B". CONSULTANT agrees these amounts, as authorized, will constitute complete compensation, including document production and out-of-pocket expenses, for services authorized by CITY for the PROJECT per the Scope of Work and Project Fees identified in Exhibit "A" and "B", respectively. No other compensation is authorized by this Agreement without separate written amendment.
- B. Payment of Compensation: The CONSULTANT shall be compensated no more than monthly, based on percentage of work of each noted phase completed to date. The CONSULTANT shall be paid no later than thirty (30) days following submission of a written, verified billing to the CITY. Said billing shall include the percentage of each task completed to date and since the date of the preceding billing, if any.

### IV. AUTHORIZED REPRESENTATIVE

- A. CITY: The Project Manager shall represent the CITY in all matters pertaining to the services to be rendered under this Agreement, except where approval of the City Council of the City of Visalia is specifically required.
- B. CONSULTANT: Krazan & Associates, Inc shall represent and act as principle for CONSULTANT in all matters pertaining to the services to be rendered by it under this Agreement.

### V. TERMINATION

The right to terminate this Agreement, with or without cause, may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

- A. Termination By Either Party Without Cause: The CITY or CONSULTANT may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.
- B. Termination of Agreement for Cause: The CITY may by written notice to the CONSULTANT specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination, terminate the whole or any part of this Agreement in any of the following circumstances:
  - 1. If the CONSULTANT fails to perform the services called for by this Agreement within time(s) specified herein or any extension thereof; or
  - 2. If the CONSULTANT fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms and does not correct

such failure within a period of fifteen (15) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.

**C. Post-Termination:**

1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.
2. Except with respect to defaults of sub-consultants, the CONSULTANT shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event the failure to perform is caused by the default of a sub-consultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the sub-consultant were obtainable from other sources in sufficient time and within budgeted resources to permit the CONSULTANT to meet the required delivery schedule or other performance requirements.
3. Should the Agreement be terminated with or without cause, the CONSULTANT shall provide the CITY with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the CONSULTANT pursuant to this Agreement.
4. Upon termination, with or without cause, CONSULTANT will be compensated for the services satisfactorily completed to the date of termination according to compensation provisions contained herein. In no event, shall the total compensation paid CONSULTANT exceed the total compensation agreed to herein.
5. If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the CONSULTANT was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement was terminated without cause.
6. Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

**VI. INTEREST OF OFFICIALS AND THE CONSULTANT**

- A. No officer, member, or employee of the CITY who exercises any functions or responsibilities in the review or approval of this Agreement shall:
1. Participate in any decision relating to this Agreement which effects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or

2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.

B. The CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

## **VII. DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS, PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM AND PROJECT LABOR AGREEMENTS**

Notice is hereby given that this is a Public Works Project. All contractors and subcontractors bidding and performing work on Public Works Projects (*including Consultants and Sub-Consultants who employ or subcontract workers to perform any trade that has a prevailing wage designation such as surveyor*) must:

- A. Register on an annual basis with the California Department of Industrial Relations (DIR)
- B. Furnish electronic payroll records for new projects to the Labor Commissioner.

All contractors and consultants are to be registered at time of bid/proposal submittal and remain registered with the California Department of Industrial Relations (DIR) throughout the duration of this Agreement.

If a project labor agreement (the term "project labor agreement" is defined in Public Contract Code 2500(b)(1) as a pre-hire collective bargaining agreement that establishes terms and conditions of employment for a specific construction project or projects and is an agreement described in Section 158(f) of Title 29 of the United States Code) is used, then it must comply with the taxpayer protection provisions set forth in Public Contract Code section 2500(a). City of Visalia has no ordinances requiring or prohibiting such agreements.

## **VIII. CITY OF VISALIA LABOR COMPLIANCE MANUAL**

Consultant shall comply with the *City of Visalia Labor Compliance Manual* which is available at [visaliapurchasing.org](http://visaliapurchasing.org).

## **IX. NO PERSONNEL, AGENCY OR COMMISSION**

The CONSULTANT warrants, by execution of this Agreement, that no personnel agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

## **X. SUBCONTRACTING**

- A. The CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of the CITY.
- B. In no event shall the CONSULTANT subcontract work in excess of 50% of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a consultant performing the particular type of project.

## **XI. INDEPENDENT CONTRACTOR**

In the performance of the services herein provided for, the CONSULTANT shall be, and is, an independent contractor and is not an agent or employee of the CITY. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder. The CONSULTANT shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

## **XII. SPECIFICATIONS**

All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are binding as to the performance of the work specified in this Agreement unless they are changed by written amendment to this Agreement modified in writing to incorporate such changes.

## **XIII. DOCUMENTS/DATA**

- A. Ownership of Documents: All original papers and documents, produced as a result of this Agreement, shall become the property of the CITY. In addition, CITY shall be provided with access and use of any other papers and documents consistent with the purpose and scope of services covered by this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of the CITY.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from CONSULTANT will be at CITY's sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by CITY or persons other than CONSULTANT is waived as against CONSULTANT, and the CITY assumes full responsibility for such changes unless the CITY has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

- B. Publication: No report, information, or other data given or prepared or assembled by the CONSULTANT pursuant to this Agreement, shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the CITY. Notwithstanding the foregoing, however, the CONSULTANT shall not be required to protect or hold in confidence and confidential information which (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.
- C. Copyrights: The CONSULTANT shall be free to copyright material developed under this Agreement with the provision that the CITY be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes. Should CONSULTANT place a copyright notice on documents it must state, "City of Visalia holds a nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the material for government or public purposes."

#### **XIV. INDEMNIFICATION AND INSURANCE**

As respects acts, errors, or omissions in the performance of services, CONSULTANT agrees to indemnify and hold harmless CITY, its elected and appointed officers, and employees from and against any and all claims, demands, losses, reasonable defense costs, or liability, whether actual, alleged, or threatened, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT in the performance of his/her services under the terms of this Agreement, except to the extent those arise out of the negligence of CITY.

- A. CITY agrees to indemnify and hold harmless CONSULTANT, its officers, employees, and designated volunteers from and against any and all losses, defense costs, or liability to the extent arising out of CITY'S negligent acts, errors or omissions in the performance of this Agreement.
- B. As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, reasonable defense costs, or liability of any kind or nature arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the negligence of CITY.
- C. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CITY nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any remote or speculative breach of contract damages that the breaching party could not have reasonably foreseen when entering into this Agreement. To the extent this Agreement is considered a "Construction Contract" as defined by California Civil Code section 2783, CONSULTANT's duty to indemnify CITY under this or any other provision of the Agreement shall not apply when to do so would be prohibited by California Civil Code section 2782.
- D. Without limiting CITY's right to indemnification, it is agreed that CONSULTANT shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:
  1. Workers' compensation insurance as required by California statutes.
  2. Commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).
  3. Professional liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000).
  4. Comprehensive Automobile Liability coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

- E. CITY'S Risk Manager is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in the CITY'S best interest.
- F. CONSULTANT agrees to provide thirty (30) days written notice of any policy cancellation, limitation in scope or coverage, or non-renewal. Such notice shall be provided to the, City of Visalia, 707 W. Acequia, Visalia, CA 93291.

In addition, the commercial general liability and comprehensive automobile liability policies required by this Agreement shall contain the following clauses:

"It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy."

"The City of Visalia, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia."

- G. Prior to commencing any work under this Agreement, CONSULTANT shall deliver to CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by CITY, it shall be CONSULTANT's responsibility to see that CITY receives documentation acceptable to CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. CITY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.
- H. In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
  - 1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or
  - 2. Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof; or
  - 3. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subcontractor's performance of the work covered under this Agreement.

**XV. NON-DISCRIMINATION**

CONSULTANT and all subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement.

**XVI. MISCELLANEOUS PROVISIONS**

- A. Firearms Prohibited: Guns may not be carried by contractors/vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.
- B. Asbestos and Hazardous Materials: In providing its services hereunder, CONSULTANT shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the PROJECT. In the event the CITY becomes aware of the presence of asbestos or hazardous material at the jobsite, CITY shall be responsible for complying with all applicable federal and state rules and regulations, and shall immediately notify CONSULTANT, who shall then be entitled to cease any of its services that may be affected by such presence, without liability to CONSULTANT arising therefrom.
- C. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- D. Prohibition of Assignment: Neither the CITY nor CONSULTANT shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.
- E. Dispute/Governing Law: Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California.
- F. Notices: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONSULTANT, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF VISALIA  
707 W. Acequia Ave.  
Visalia, CA 93291  
Attention: City Clerk

CONSULTANT  
Krazan & Associates, Inc  
215 W. Dakota Avenue  
Clovis, CA 93612  
Attention: Ian Beatty

- G. Jurisdiction/Venue/Waiver of Removal: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONSULTANT hereby expressly waives any right to remove any action to

a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.

- H. Integration/Modification: This Agreement and each of the exhibits referenced herein, which are incorporated by reference, represents the entire understanding of the CITY and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the CONSULTANT.
- I. Conflict With Law: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- J. Attorney's Fees: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.
- K. Construction: This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.
- L. Authority: Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.
- M. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.
- N. Executive Order N-6-22 – Russia Sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**IN WITNESS WHEREOF**, this Agreement is executed on the day and year first above written.

CITY OF VISALIA

CONSULTANT

\_\_\_\_\_  
City Manager

**Approved as to Form**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Risk Manager

\_\_\_\_\_  
Project Manager

Attachments:

- Exhibit "A": Scope of Work
- Exhibit "B": Project Fees
- Exhibit "C": Consultant Schedule of Fees
- Exhibit "D": Contractor Affidavit
- Exhibit "E": Levine Act Statement



GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING • CONSTRUCTION TESTING AND INSPECTIONS

March 31, 2025

KA Proposal No. T25199CAF

Mr. Jonathan Frausto  
City of Visalia  
315 E. Acequia Avenue  
Visalia, CA 93291

O: (559) 713-4369  
Email: jonathan.frausto@visalia.city

**RE: SPECIAL INSPECTION & MATERIALS TESTING ESTIMATE  
Visalia Tulare Ave Rehabilitation Damaree to Cotta  
Project # 3010-72000/CP0602-9999 (Fed ID STPL-5044(134)  
Visalia, California**

Dear Mr. Frausto:

Krazan & Associates, Inc. (Krazan) appreciates the opportunity to submit this proposal for testing and inspection for the **Visalia Tulare Ave Rehabilitation Damaree to Cotta project**.

The following preliminary estimate is based on our experience with similar construction and a review of the provided plans. As more information becomes available, such as the contractor's construction schedule, we would be happy to revise the project estimate. Variances in the actual schedule may occur during the project and may affect the total cost for our testing and inspection services. Please refer to the attached estimate for further information.

Again, we appreciate the opportunity to submit this proposal and we believe you will be pleased with the selection of our firm. The following pages include the anticipated scope of work, hourly rates and estimate of costs for our services, general conditions, and contract. If you have any questions, or if we can be of further assistance, please do not hesitate to call our office at 559-348-2200. If this proposal is acceptable please sign and return to our office.

**The following items are included as an Attachment:**

Attachment A – Budget Estimate

Respectfully submitted,  
**KRAZAN & ASSOCIATES, INC.**

Ian G. Beatty  
Project Manager  
Testing & Inspection Division

***With Offices Serving the Western United States***

215 W. Dakota Avenue • Clovis, CA 93611 • 559-348-2200 • Fax 559-348-2201 • www.krazan.com

**Krazan Quality Assurance Testing Estimate**

Visalia Tulare Ave Rehabilitation Demaree to Cotta  
Project # 3010-72000/CP0602-9999 (Fed ID STPL-5044(134))

KA Proposal T25199CAF  
3/31/2025

<b>QUALITY ASSURANCE TESTING &amp; INSPECTIONS</b>				
<b>TESTING &amp; INSPECTION</b>				
<b>Labor:</b>	<i>No. Days</i>	<i>No. Units</i>	<i>Unit Rate</i>	<i>Cost</i>
Earthwork Observation and Compaction Testing (Grp 3)	10	2	\$120.00	\$2,400.00
Underground Utility Compaction Testing (Grp 3)	0	4	\$120.00	\$0.00
FDR Observation and Compaction Testing (Grp 3)	0	8	\$120.00	\$0.00
FDR Observation and Compaction Testing (OT) (Grp 3)	0	2	\$180.00	\$0.00
FDR Microcracking Observation (Grp 3)	0	4	\$120.00	\$0.00
Aggregate Base Compaction Testing (Grp 3)	5	2	\$120.00	\$1,200.00
Asphalt Batch Plant Sampling (Offsite Non PW)	10	4	\$75.00	\$3,000.00
Asphalt Sampling and Compaction Testing (Grp 3)	10	8	\$120.00	\$9,600.00
Asphalt Sampling and Compaction Testing (Overtime) (Grp 3)	10	2	\$180.00	\$3,600.00
Asphalt Coring (Grp 3) (if requested)	10	8	\$120.00	\$9,600.00
Reinforcing Steel Inspection (Grp 2)	0	4	\$125.00	\$0.00
Concrete Inspection and Testing (Grp 4)	5	4	\$115.00	\$2,300.00
Sample Pickup/Transport	10	2	\$75.00	\$1,500.00
Trip Charges/Mileage	50	1	\$75.00	\$3,750.00
Report Preparation	10	2	\$50.00	\$1,000.00
Project Management	10	1	\$100.00	\$1,000.00
Registered Civil Engineer Review	5	1	\$125.00	\$625.00
<b>Inspection Labor Subtotal</b>				<b>\$39,575.00</b>
<b>Laboratory Testing</b>		<i>No. Units</i>	<i>Unit Rate</i>	<i>Cost</i>
Import Suitability Testing		0	\$450.00	\$0.00
Soil Maximum Density Curve		5	\$200.00	\$1,000.00
Soil Maximum Density Curve (Checkpoint)		0	\$100.00	\$0.00
FDR Maximum Density Curve		0	\$200.00	\$0.00
FDR Unconfined Compressive Strength (set of 2)		0	\$200.00	\$0.00
Aggregate Base Maximum Density Curve		2	\$200.00	\$400.00
Aggregate Base Suitability (SE, SA, R-value, Durability)		0	\$640.00	\$0.00
Aggregate Subbase Suitability (SE, SA, R-value)		0	\$545.00	\$0.00
Concrete Compressive Strength (set of 5)		5	\$125.00	\$625.00
Asphalt Gradation/Sand Equivalent (1/day or each 750 tons)		27	\$175.00	\$4,725.00
Asphalt Oil Content (1/day or each 750 tons)		27	\$200.00	\$5,400.00
Asphalt Maximum Theoretical Density (Rice) (1/day)		10	\$250.00	\$2,500.00
Asphalt Stability (1/day or each 4000 tons placed)		10	\$250.00	\$2,500.00
Asphalt Air Voids (1/day or each 4000 tons placed)		10	\$250.00	\$2,500.00
Asphalt Hamburg Wheel (ea 10,000 tons)		2	\$1,800.00	\$3,600.00
Asphalt Tensile Strength Ratio (Ea 10,000 tons, if Antistrip needed)		0	\$1,000.00	\$0.00
Asphalt Core Thickness & Density (Ea 250 tons) (if requested)		80	\$35.00	\$2,800.00
<b>Laboratory Subtotal</b>				<b>\$26,050.00</b>
<b>TOTAL ESTIMATED QUALITY ASSURANCE COSTS:</b>				<b>\$65,625.00</b>

**Krazan Quality Assurance On-Call Fee Schedule**

<b>QUALITY ASSURANCE TESTING &amp; INSPECTIONS</b>	
<b>TESTING &amp; INSPECTION</b>	
<b>Labor:</b>	<b>Unit Rate</b>
Group 1 - DSA Masonry/NDT Level 2	\$140.00
Group 2 - ICC Certified Structural- Concrete, Masonry, Welding	\$130.00
Group 3 - Soils Testing, Asphalt, FDR	\$120.00
Group 4 - Concrete Inspection & Sampling, Epoxy, Anchor Bolt Testing	\$115.00
Field Technician Offsite Batch Plant/Source Sampling (Non PW)	\$75.00
Welding Inspection Offsite Fabrication	\$95.00
Sample Pickup/Transport (Portal to Portal)	\$75.00
Trip Charges/Mileage to Visalia jobsites	\$0.00
Trip Charges/Mileage to offsite / source/ batch plant / fabrication (portal to portal)	\$0.67
Report Preparation	\$50.00
Project Management	\$100.00
Registered Civil Engineer Review	\$125.00
<b>Laboratory Testing</b>	<b>Unit Rate</b>
Import Suitability Testing	\$450.00
Soil Maximum Density Curve	\$200.00
Soil Maximum Density Curve (Checkpoint)	\$100.00
Soil Expansion Index	\$150.00
Soil Plasticity Index	\$150.00
FDR Maximum Density Curve	\$200.00
FDR Unconfined Compressive Strength (set of 2)	\$200.00
Soil/Aggregate Base R-Value	\$250.00
Aggregate Base Maximum Density Curve (Checkpoint)	\$100.00
Aggregate Base Maximum Density Curve	\$200.00
Aggregate Base Suitability (SE, SA, R-value, Durability)	\$640.00
Aggregate Subbase Suitability (SE, SA, R-value)	\$545.00
Concrete Compressive Strength 4x8" cylinders (set of 5)	\$125.00
Concrete Flexural Strength (per beam)	\$50.00
Masonry Mortar Compressive Strength 2x4" cylinders (set of 5)	\$125.00
Masonry Grout Compressive Strength 3x6" prism (set of 4)	\$125.00
Masonry Block Compressive Strength (set of 3)	\$225.00
Masonry Prism Compressive Strength (set of 3)	\$225.00
Asphalt Gradation/Sand Equivalent (1/day or each 750 tons)	\$175.00
Asphalt Oil Content Ignition (1/day or each 750 tons)	\$200.00
Asphalt Maximum Theoretical Density (Rice) (1/day)	\$250.00
Asphalt Stability (1/day or each 4000 tons placed)	\$250.00
Asphalt Air Voids Hveem or Gyratory (1/day or each 4000 tons placed)	\$250.00
Asphalt Hamburg Wheel (ea 10,000 tons)	\$1,800.00
Asphalt Tensile Strength Ratio (Ea 10,000 tons, if Antistrip needed)	\$1,000.00
Asphalt Core Thickness & Density (Ea 250 tons) (if requested)	\$35.00
<i>Additional services or tests per Yearly Fee Schedule or negotiated rate.</i>	
<b>TOTAL ESTIMATED QUALITY ASSURANCE COSTS:</b>	<b>T&amp;M</b>

**FEE STRUCTURE**

We will perform the services listed above on a time and material basis in accordance with our Contract rates or 2025 standard rate schedule if applicable. Costs for construction testing and inspection services are highly dependent on contractors schedule; weather, overlapping of work, additional inspections required by the building official and other factors. Krazan & Associates does not control the work or production rate. Actual costs will vary due to the frequency of scheduling by others. Therefore the quantities listed in our cost estimate should be considered approximate. **Any estimate provided does not imply a lump sum fee, not-to-exceed fee or a guaranteed maximum price.** Consistent with good engineering practice, we will work with the contractor to keep inspection costs at a minimum. If provided with a construction schedule, a cost estimate can be provided upon request.

**COORDINATION**

1. Additional services requested outside of our stated scope of work will be billed in excess of the estimated amount at our current rates. A price list for these services will be provided upon request.
2. Services will be performed on an "On-Call, Time and Materials" basis. Any total estimates provided are merely estimates and are not a guaranteed maximum price. A two (2) hour minimum charge applies to all inspection services. Additional services beyond the two hour minimum will be billed in half (0.5) hour increments. Charges for onsite inspections will start upon arrival to the project site. All offsite / source / batch plant inspections performed will be billed on a portal to portal basis from our Visalia office located at 105 Clark Ave, Visalia, CA, unless specifically noted otherwise.
3. Twelve (12) hours notice of cancellation required on all jobs. Inspections which are cancelled with less than twelve (12) hours' notice, or after an inspector has been dispatched to the project site, will be charged the minimum fee associated with the type of inspection or testing requested.
4. Mileage will not be charged for projects within the Visalia City Limits. Mileage will be charged for offsite / source/ batch plant inspections at the current IRS rate (\$0.67/mile for 2024), portal to portal from our Visalia office.
5. All concrete samples will be cast in 4-inch diameter x 8-inch high molds unless otherwise agreed. Additional samples for contractor convenience testing and/or field cure samples are not included in this estimate.
6. Contractor will provide curing facilities in accordance with ASTM requirements for initial curing (the first 24 hours after specimens are cast) and protection of concrete test specimens on site.
7. If required, the stated labor rates reflect the current General Prevailing Wage Determination made by the State of California Director of Industrial Relations Pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1. Determination : SC-23-63-2-2016D, dated August 22, 2016.
8. Services initiated between the hours of 6:00 a.m. and 2:00 p.m. will be performed at the standard rates presented in the PROPOSAL and Fee Schedule. Services initiated outside of these hours will be billed at the appropriate rate plus a premium of 12.5 percent. Services rendered in excess of 8 hours (up to 12 hours) on any week day and on Saturdays will be billed at time and a half the hourly rate. Services rendered in excess of 12 hours on any weekday, on Holidays, on Sundays, or in excess of 8 hours on Saturdays or will be charged at double the hourly rate.

**FEE STRUCTURE**

We will perform the services listed above on a time and material basis in accordance with our 2025 standard rate schedule. A detailed breakdown of this cost estimate is attached as Attachment A. Costs for construction testing and inspection services are highly dependent on contractors schedule; weather, overlapping of work, additional inspections required by the building official and other factors. Krazan & Associates does not control the work or production rate. Actual costs will vary due to the frequency of scheduling by others. Therefore the quantities listed in our cost estimate should be considered approximate. **The estimate provided herein does not imply a lump sum fee, not-to-exceed fee or a guaranteed maximum price.** Consistent with good engineering practice, we will work with the contractor to keep inspection costs at a minimum. If provided with a construction schedule this cost estimate can be further refined and quantified.

**COORDINATION**

1. Additional services requested outside of our stated scope of work will be billed in excess of the estimated amount at our current rates. A price list for these services will be provided upon request.
2. Services will be performed on a "time and materials" basis. Any total estimates provided are merely estimates and are not a guaranteed maximum price. A four (4) hour minimum charge applies to all inspection services. All inspections performed will be billed on a portal to portal basis unless specifically noted otherwise. Twelve (12) hours notice of cancellation required on all jobs.
3. Inspections which are cancelled with less than twenty-four (24) hours' notice, or after an inspector has been dispatched to the project site, will be charged the minimum fee associated with the type of inspection or testing requested.
4. All concrete samples will be cast in 4-inch diameter x 8-inch high molds unless otherwise agreed.
5. Additional samples for contractor convenience testing and/or field cure samples are not included in this estimate.
6. Contractor will provide curing facilities in accordance with ASTM requirements for initial curing (the first 24 hours after specimens are cast) and protection of concrete test specimens on site.
7. If required, the stated labor rates reflect the current General Prevailing Wage Determination made by the State of California Director of Industrial Relations Pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1. Determination : SC-23-63-2-2016D, dated August 22, 2016.
8. Services initiated between the hours of 7:00 a.m. and 3:30 p.m. will be performed at the standard rates presented in the PROPOSAL and Fee Schedule. Services initiated outside of these hours will be billed at the appropriate rate plus a premium of 12.5 percent. Services rendered in excess of 8 hours (up to 12 hours) on any week day and on Saturdays will be billed at time and a half the hourly rate. Services rendered in excess of 12 hours on any weekday, on Holidays, on Sundays, or in excess of 8 hours on Saturdays or will be charged at double the hourly rate.
9. Authorization:  
We have provided our standard form of agreement with this proposal. Please note that the terms and conditions of the agreement are an integral part of our proposal and fee structure. Please initial, sign and return the agreement to us as our authorization to proceed. Upon receipt, we will execute the contract and return a signed original for your files. Should we be requested to start work prior to our receipt of a mutually acceptable signed contract, with the request received through email or oral communication, and our subsequent start of work, will constitute your express or implied acceptance of the terms and conditions of our attached Agreement.  
In the event that a Purchase Order will be issued as part of the authorization process for us to proceed, the Purchase Order must specifically incorporate this proposal by reference. By issuing a Purchase Order authorizing our services, it is agreed that the terms of the Purchase Order shall be null and void even where stated otherwise on the Purchase Order and that the terms of the attached agreement shall prevail.