

**COUNTY OF TULARE  
SERVICES AGREEMENT  
WITH CONSOLIDATED TESTING LABORATORIES, INC.**

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**THIS AGREEMENT** ("Agreement") is entered into as of \_\_\_\_\_, between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and Consolidated Testing Laboratories, Inc., a California Corporation ("CONSULTANT"). COUNTY and CONSULTANT are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A.** COUNTY wishes to retain the services of CONSULTANT for the purpose of providing special inspections and material testing in support of Capital Projects referred to as PROJECT; and
- B.** CONSULTANT has necessary licenses and qualifications to provide the services required by the COUNTY to complete this project; and
- C.** CONSULTANT is willing to enter into this AGREEMENT with COUNTY upon terms and conditions set forth herein.

**THE PARTIES AGREE AS FOLLOWS:**

- 1. TERM:** This Agreement becomes effective as of January 1, 2018 and expires at 11:59 PM on July 31, 2019 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. SERVICES:** See attached **Exhibits A**
- 3. PAYMENT FOR SERVICES:** See attached **Exhibit B**
- 4. INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**.
- 5. GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. NOTICES:** (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

**COUNTY:**

General Services Agency  
Capital Projects Division  
5953 S Mooney Blvd.  
Visalia, CA 93277  
Phone No.: 559-636-5300

**With a Copy to:**

COUNTY ADMINISTRATIVE OFFICER  
2800 W. Burrel Ave.  
Visalia, CA 93291  
Phone No.: 559-636-5005  
Fax No.: 559- 733-6318

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**CONTRACTOR:**

CTL, Inc.  
710 S Kaweah Avenue  
Exeter, CA 93221  
Phone No.: 559-592-3555  
Fax No.: 559-592-3553

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

**7. AUTHORITY:** CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

**8. COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

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**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**Consolidated Testing Laboratories, Inc.**

Date: \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

**COUNTY OF TULARE**

Date: \_\_\_\_\_

By \_\_\_\_\_

Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

Date: \_\_\_\_\_

By \_\_\_\_\_

Deputy Clerk

Approved as to Form  
County Counsel

Date: \_\_\_\_\_

By \_\_\_\_\_

Deputy  
Matter # 2018985


**FEE SCHEDULE**

**EFFECTIVE**  
**APRIL 2018 THROUGH APRIL 2019**

**SOILS TECHNICIAN/SPECIAL INSPECTOR TIME**  
**(3 HR. MIN. PER TRIP)**

**TIME RATE SCHEDULE - PERSONNEL CHARGE**

	<b>NON-PREVALING</b>
PROJECT SUPERVISOR	\$90/HR.
REGISTERED CIVIL ENGINEER, SR	\$150/HR
JR. CIVIL ENGINEER	\$90/HR
OFFICE ADMINISTRATION	\$65/HR.
ENGINEERED COMPACTION REPORT (* Lump Sum)	\$150/LS*

**TECHNICIAN TIME**

	<b>NON- PREVALING</b>	<b>PREVALING</b>
NUCLEAR GAUGE METHOD ASTM D2922	\$75/HR.	\$95/HR.
CONCRETE INSPECTION, INCLUDES CYLINDER PREPARATION AND SLUMP TEST	\$75/HR.	\$95/HR.
ASPHALT TESTING / PLANT INSPECTION	\$75/HR.	\$95/HR.
TUBE DENSITY (2-3/8" I.D.)	\$75/HR.	\$95/HR.
TRAVEL TIME	\$75/HR	\$95/HR.
MILEAGE	N/C	N/C

**MAXIMUM DENSITY-OPTIMUM MOISTURE DETERMINATION**

	<b>NON-PREVALING</b>
ASTM D1557-78 (METHODS A,B, & C)	\$165/EA
ASTM D1557-78 (METHOD D)	\$165/EA.
CALIFORNIA TEST METHOD 216-F	\$175/EA.
ASPHALT CONCRETE MAXIMUM CAL. TEST METHOD NO. 375 DENSITY DETERMINATION	\$375/EA.
CALIFORNIA TEST METHOD 216-G (WET TO WET)	\$175/EA.
CONFORMATION OF MAXIMUM DENSITY-OPTIMUM MOISTURE (ONE CHECK POINT)	\$75/EA.

**“R” VALUE DETERMINATION**

	<b>NON-PREVALING</b>
CLASS II AGGREGATE BASE, METHOD 301	\$300/EA.
CALIFORNIA STATE HWY. METHOD 301	\$190/EA
(UNTREATED MATERIAL WITH STABILOMETER TESTS AND MOISTURE-DENSITY DETERMINATIONS) STREET STRUCTURAL DESIGN SECTION	\$30/EA.
PREPARATION WITH LIME OR OTHER ADDITIVES	\$30/EA.
BATCHING & RECOMBINING COARSE AGGREGATE	\$30/EA.
COMPACTING NON-COHESIVE SAND IN PAPER BASKETS	\$30/EA.
DRYING SAMPLES RECEIVED TOO WET TO PROCESS	\$30/EA
CBR TEST (CALIFORNIA BEARING RATIO ASTM D1883)	\$300/EA.

**GRADATION**

	<b>NON-PREVALING</b>
SIEVE ANALYSIS, WITH 200 MESH WASH ASTM D-422	\$120/EA
SIEVE ANALYSIS CALIFORNIA TEST METHOD NO. 202	\$120/EA
WASH ANALYSIS ASTM C-117	\$50/EA.
GRAIN SIZE ANALYSIS (HYDROMETER METHOD)	\$180/EA.
CLASS II AGGREGATE BASE SIEVE ANALYSIS	\$175/ea.

**ATTERBERG LIMITS**

	<b>NON-PREVALING</b>
LIQUID LIMIT, ASTM D-423	\$50/EA
PLASTIC LIMIT, ASTM D-424	\$50/EA
PLASTIC INDEX, ASTM D-424	\$100/EA
SHRINKAGE LIMIT, ASTM D-427	\$90/EA

**SOIL AND MATERIALS TESTING**

	<b>NON-PREVALING</b>
SAND EQUIVALENT, TEST METHOD NO. CA 217	\$90/EA.
CLEANNES VALUE	\$90/EA.
DURABILITY INDEX	\$150/EA
TEST METHOD NO. CA 29-2 ASCE EXPANSION INDEX U.B.C.	\$165/EA
DIRECT SHEAR TEST	\$150/EA.
TRIAxIAL SHEAR TEST	QUOTATION
REMOLD 1" RING SAMPLES	\$25/EA.
CONSOLIDATION TEST ASTM D-2435	\$150/EA.
UNCONFINED COMPRESSION TEST ASTM D-2166	\$70/EA.
PERMEABILITY TEST CONSTANT HEAD ASTM D-2434 (GRANULAR SOILS )	\$180/EA.
PERMEABILITY TEST FALLING HEAD (GRANULAR SOILS)	\$300/EA
OTHER FORMS OF PERMEABILITY TESTS	QUOTATION
ENGINEERED SEPTIC TANK DESIGN (COUNTY HEALTH DEPARTMENT SPECIFICATIONS)	QUOTATION

**CONCRETE TESTING AND INSPECTION**

	<b>NON-PREVALING</b>
COMPRESSIVE TEST, 6" X 12" CYLINDER ASTM C-39 (INCLUDES COST OF PROVIDING CYLINDER MOLDS-PER SPECIMEN)	\$25/EA.
CYLINDER HANDLING, CURING WITHOUT TESTING (PER SPECIMEN)	\$25/EA.
AIR CONTENT OF FRESHLY MIXED CONCRETE ASTM C-231	\$40/EA.
SPECIFIC GRAVITY	\$50/EA.
MIX DESIGN	QUOTATION
CONCRETE CORING	QUOTATION

**ASPHALT TESTING**

	<b>NON-PREVALING</b>
IGNITION OVEN – CAL 382	\$150/EA.
MARSHALL STABILITY TEST	\$300/EA.
SOLVENT EXTRACTION	\$150/EA.
PLANT INSPECTION	\$75/HR.
HEVEEM STABILOMETER AND SPECIFIC GRAVITY	\$200EA.
BULK SPECIFIC GRAVITY (CORES)	\$85/EA.
OIL EXTRACTION ASTM D2172	\$150/EA.
CORING	QUOTATION

SUBSURFACE INVESTIGATIONS, EXPLORATIONS, STUDIES, REPORTS, QUALITY CONTROL OF EARTHWORK, CONSTRUCTION SUPERVISION, GEOLOGICAL REPORTS, WATER SUPPLY AND QUALITY, FHA, CAL-VET, COUNTY, CITY AND OTHER INSPECTIONS AND REPORTS, QUOTATION ON REQUEST

If this fee schedule meets with your approval, please sign in the space provided below and return one copy to our office. Receipt of a signed copy of this proposal will serve as our authorization to proceed.

Thank you for giving us the opportunity to be of service.

Respectfully submitted,

*CTL, INC.*



Shannon Bennett  
Project Manager

Authorized signature(s)

\_\_\_\_\_  
CTL, Inc. Personnel

\_\_\_\_\_  
Clients Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT B**

### **CONTRACT SUM**

The Owner shall pay the CONSULTANT in current funds for the performance of the Work, subject to additions and deductions by Change Order or as otherwise provided in the Contract Documents, an amount not to exceed \$100,000.



## PROFESSIONAL SERVICES CONTRACTS INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

### A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

### B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
  - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
  - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
  - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

*d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after written notice has been provided to the County.*

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.