

**BEFORE THE BOARD OF SUPERVISORS  
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF AGREEMENT WITH )  
CONSOLIDATED TESTING LABS FOR ) Resolution No. 2018-0499  
SPECIAL INSPECTIONS AND MATERIAL ) Agreement No. 28690  
TESTING )

UPON MOTION OF SUPERVISOR ENNIS, SECONDED BY SUPERVISOR CROCKER, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD JUNE 26, 2018, BY THE FOLLOWING VOTE:

AYES: SUPERVISORS CROCKER, VANDER POEL, SHUKLIAN, WORTHLEY,  
AND ENNIS  
NOES: NONE  
ABSTAIN: NONE  
ABSENT: NONE

ATTEST: MICHAEL C. SPATA  
COUNTY ADMINISTRATIVE OFFICER/  
CLERK, BOARD OF SUPERVISORS



BY: Mary Ronello  
Deputy Clerk

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1. Approved an Agreement with Consolidated Testing Labs to provide special inspections and material testing in support of Capital Projects, in an amount not to exceed \$100,000, retroactive to January 1, 2018 through July 31, 2019. This agreement is retroactive due to the need for services and delays in contract processing.
2. Found that the Board had authority to enter into the proposed agreement as of January 1, 2018 and that it was in the County's best interest to enter into the agreement on that date.
3. Authorized the Chairman to sign the Agreement.



**GENERAL SERVICES AGENCY  
CAPITAL PROJECTS  
COUNTY OF TULARE  
AGENDA ITEM**

**BOARD OF SUPERVISORS**

KUYLER CROCKER  
District One

PETE VANDER POEL  
District Two

AMY SHUKLIAN  
District Three

J. STEVEN WORTHLEY  
District Four

MIKE ENNIS  
District Five

**AGENDA DATE:** June 26, 2018 - **REVISED**

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
County Counsel Sign-Off	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>

CONTACT PERSON: Maria Benavides    PHONE: 624-7223

**SUBJECT:** Agreement with Consolidated Testing Labs for Special Inspections and Material Testing

**REQUEST(S):**  
That the Board of Supervisors:

1. Approve an Agreement with Consolidated Testing Labs to provide special inspections and material testing in support of Capital Projects, in an amount not to exceed \$100,000, retroactive to January 1, 2018 through July 31, 2019. This agreement is retroactive due to the need for services and delays in contract processing.
2. Find that the Board had authority to enter into the proposed agreement as of January 1, 2018 and that it was in the County's best interest to enter into the agreement on that date.
3. Authorize the Chairman to sign the Agreement.

**SUMMARY:**  
Soil analysis, special inspections, and material testing is required as part of the construction process of Capital Projects. In Fiscal Year 2017/18, Capital Projects contracted this work with Consolidated Testing Labs (CTL) through a Professional Service Agreement, processed by Purchasing for the South County Detention Facility Project and various other Capital Projects. However, due to increased re-inspections, an increased inspection workload, and the volume of projects scheduled for this fiscal year, the Purchasing agreements were fully expended earlier than anticipated. The need for an increased agreement amount was not discovered by Capital Projects until CTL submitted invoices which were unable to be paid. Staff understands the need to have an executed, non-expended contract in place prior to authorizing a vendor to do

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**DATE:** June 26, 2018

work, and internal revisions to the process are being put in place to ensure this is avoided going forward.

Therefore, it is requested that the Board approve an Agreement with Consolidated Testing Labs to provide special inspections and material testing in support of Capital Projects in an amount not to exceed \$100,000, retroactive to January 1, 2018; find that the Board had authority to enter into the proposed agreement as of January 1, 2018 and that it was in the County's best interest to enter into the agreement on that date; and authorize the Chairman to sign the Agreement.

**FISCAL IMPACT/FINANCING:**

This project is funded in Capital Projects Funds for the South County Detention Facility (030-086-3230-8148), Sequoia Field Programming Facility (030-086-3240-8160), and Property & Evidence (030-086-3200-8164) accounting lines.

**LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:**

The County's Strategic Business Plan includes the Safety and Security initiative to provide for the safety and security of the public. The projects align with the initiative by providing improved facilities for the protection of the public.

**ADMINISTRATIVE SIGN-OFF:**



Kyle Taylor  
Capital Projects Coordinator III

cc: County Administrative Office

Attachment(s) Agreement with Consolidated Testing Labs


**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.