

TULARE COUNTY AGREEMENT NO. _____

**COUNTY OF TULARE
MATERIAL TESTING SERVICES
FOR THE BEAR CREEK ROAD BRIDGE (REPLACE) OVER RANCHERIA CREEK PROJECT**

THIS AGREEMENT ("Agreement") is entered into as of **November 6, 2018**, between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **RMA GEOSCIENCE, INC**, an entity incorporated in the state of California ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A.** County has requested proposals for material testing services for a bridge replacement project on **Bear Creek Road Bridge (Replace) over Rancheria Creek**. These material testing services are to include field sampling, material testing, administrative work, and other compliance tasks as described per Exhibit A, to the satisfaction of the County, State, Federal Highway Administration (FHWA) and other jurisdictional agencies. CONTRACTOR shall document the results of the work to the satisfaction of the County, the State and FHWA. This may include preparation of progress and final reports or similar evidence of attainment of the agreement objectives.
- B.** Contractor's response indicates that it possesses the professional qualifications, relevant experience and demonstrated competence to provide such services. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take the precedence.

THE PARTIES AGREE AS FOLLOWS:

- 1. TERM:** This Agreement becomes effective as of **November 6, 2018** and expires at 11:59 PM on **June 30, 2020** unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. SERVICES:** CONTRACTOR will provide material testing services, more particularly described in **Exhibit A** ("Scope of Work"). All work performed and billed to the County by the CONTRACTOR shall be grant eligible in accordance with the Caltrans Local Assistance Procedures Manual (LAPM), unless otherwise directed by the County, in writing.
- 3. PAYMENT FOR SERVICES:**
 - A.** The COUNTY shall reimburse the CONTRACTOR for rates specified in the CONTRACTOR'S Cost Proposal, as described in Exhibit B. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement.
 - B.** In addition, the CONTRACTOR will be reimbursed for incurred direct costs other than salary costs that are identified in the Scope of Work, Exhibit A, and the Cost Proposal, Exhibit B.
 - C.** No additional compensation will be paid to the CONTRACTOR, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of the work or the scope of the project, adjustment to the fee will be negotiated between the CONTRACTOR and COUNTY. Adjustment in the fee will not be effective until authorized by supplemental agreement and approved by the COUNTY.

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- D. The CONTRACTOR shall not commence performance of work or services until this Agreement has been approved by COUNTY, and a notification to proceed has been issued. No payment will be made for any work performed prior to COUNTY approval of this Agreement.
- E. The CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by COUNTY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY that include any equipment purchased under the provisions of Article 26 Equipment Purchase of this Agreement. The final invoice should be submitted within 60 calendar days after completion of CONTRACTOR'S work. Invoices shall be mailed to COUNTY'S Contract Administrator at the following address:

Jason K. Vivian
5961 S. Mooney Blvd.
Visalia, CA 93277

- F. The total amount payable by the COUNTY for services identified in Exhibit A and Exhibit B shall not exceed sum of **THIRTY THOUSAND DOLLARS AND NO CENTS (\$30,000.00)** for materials testing services.

The CONTRACTOR shall not commence performance of work or services until this Agreement has been approved by COUNTY, and a notification to proceed has been issued. The CONTRACTOR shall not commence performance of optional services until a notification to proceed has been issued. No payment will be made prior to approval or for any optional services performed prior to the issuance of a notice to proceed.

CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

CONTRACTOR also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

CONTRACTOR also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., are subject to repayment by CONTRACTOR to the COUNTY.

The approved Indirect Cost Rate (ICR), specified in Exhibit B, shall be fixed for the term of this Agreement and no adjustment will be made unless both Parties are in mutual agreement.

Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions of this article.

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**.

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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. ADDITIONAL EXHIBITS: CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement.

<input checked="" type="checkbox"/>	Exhibit D	Additional terms and conditions for federally-funded contracts. This Exhibit can be viewed at http://tularecountycounsel.org/default/index.cfm/public-information/
<input checked="" type="checkbox"/>	Exhibit E	Mandatory Fiscal and Federal Provisions for federally-funded contracts.
<input checked="" type="checkbox"/>	Exhibit F	Consultant Contract DBE Commitment, Caltrans Exhibit 10-02

7. 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 OF TULARE
MATERIAL TESTING SERVICES
FOR THE BEAR CREEK ROAD BRIDGE (REPLACE) OVER RANCHERIA CREEK PROJECT**

COUNTY:

Tulare County Resource Management Agency
Attention: Jason K. Vivian, Contract Administrator
5961 South Mooney Boulevard
Visalia, CA 93277

Phone No.: (559) 624-7000

Fax No.: (559) 730-2653

With a Copy to:

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

CONTRACTOR:

RMA GeoScience, Inc.
Attn: Gary Blomgren
3897 North Ann Ave
Fresno, CA 93727
Phone No.: (559) 708-8865
Email: gblomgren@rmageoscience.com

(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.

8. 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.

9. 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]

**COUNTY OF TULARE
MATERIAL TESTING SERVICES
FOR THE BEAR CREEK ROAD BRIDGE (REPLACE) OVER RANCHERIA CREEK PROJECT**

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

RMA GEOSCIENCE, 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: JASON T. BRITT
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 # 20181530

Exhibit A
Scope of Work

SCOPE OF WORK

PROJECT UNDERSTANDING

RMA GeoScience has developed a highly successful project approach and strategy for executing inspection and testing activities for the Bear Creek Bridge Replacement Project. Our approach utilizes an effective and detailed management organization and project controls to ensure open and timely communication between the County representatives and RMA GeoScience staff. Our approach will expedite the timely response for service requests and managing the prompt reporting of all field and laboratory results while delivering a strict cost management practice to complete projects within the County's respective budgets.

Our field technicians will act as an extension of the County's Inspection staff. When one of our technicians arrives on a project site, he will check in with the County Inspector to confirm the testing and inspection services that are required.

The field technician will inform the County Inspector and Contractor of test results prior to leaving the project site. Any failing tests will be called out immediately and all retesting will be tracked so that it can be billed to the contractor. Non-conforming items that are not cleared prior to the technician leaving the site will be recorded on a Discrepancy Log. This log will be reviewed with the County Inspector and updated after every site visit.

A Daily Field Report (DFR) will be prepared by the technician for each site visit that is made. A copy of the DFR can be provided by the technician prior to leaving the job site. In any case, the Project Engineer will review DFRs on a daily basis and then make sure they are emailed to the County Inspector, the Contractor, and other members of the Project Team as required by the Tulare County RMA and Quality Assurance Plan. The Project Engineer will also send out laboratory test reports as work is completed and a final testing and inspection report when the project is completed, if applicable.

SPECIAL INSPECTION AND FIELD TESTING

The quality of the constructed project is only partially dependent upon the level of care used to develop the project plans, specifications and supporting documents. The success of the project will ultimately be determined by the skill and care used by the contractor and the level of experience in field observation and testing to provide confidence in adherence to the plans and specifications. RMA GeoScience's role to provide field observation and testing will include, but not be limited to:

SOILS AND MATERIALS OBSERVATION AND TESTING: This scope of work will consist of performing the required quality control testing during the compaction of the soils and aggregate base. Our services would consist of performing in place density tests (compaction tests) by either the sand cone method (ASTM D1556) or the nuclear gauge method (ASTM D6938).

Compaction characteristics will be determined by testing for maximum density and optimum moisture per ASTM D1557 or CT 216 at locations selected by our representative. Testing will be performed after compaction has been completed by the contractors.

ASPHALT CONCRETE PAVEMENT: If required, this scope of work will consist of performing the required quality control testing during the production process for asphalt concrete (AC) pavement. Our services could include providing a field technician to perform in-place density testing during compaction operations by the nuclear gauge method (ASTM D2950). We could also obtain and test cores in order to evaluate the relative compaction of the AC. If required by the project specifications, we would also obtain samples of the hot-mix asphalt and perform conformance tests.

PORTLAND CEMENT CONCRETE: Our services can also include the field sampling and testing of structural concrete that will be used for some of the projects. During placement of the concrete the field technician will fabricate compression test specimens. Our services will also include slump tests (ASTM C143), temperature tests, and air content tests (ASTM C173/C231), if required.

SPECIAL INSPECTION: If needed, we can provide certified ICC inspectors for reinforced concrete, precast concrete, post-tension concrete, epoxy anchors, structural masonry, structural steel shop fabrication, field welding, high strength bolting and spray-applied fire-proofing.

Our goal is to support and strengthen your effort by supplying experienced materials testing staff that will provide reliable test results, efficiently coordinated and reported to you and your staff. As a company, we've augmented the staffs of hundreds of public agencies and ensured that public resources and taxpayer dollars were protected and well spent.

MATERIALS TESTING SCOPE

Prior to commencing work on the project, our Project Manager will discuss the project scoping with the County of Tulare. This meeting will be used to develop an understanding of the project and identify the following:

- Key construction elements, schedules, and critical deadlines and
- Unique requirements or aspects of the project.

The testing program for each of the materials identified below will be consistent with the project specifications and Tulare County's 2015 QAP Manual and will include:

- Subgrade preparation, Roadway Fill and Structure Backfill
- Structural Concrete (4,000 psi)

Exhibit B
Cost Proposal

FEE SCHEDULE

PERSONNEL RATES

Professional and Office Staff

Staff Type	Rate/Cost
Principal Engineer / Geologist	\$175.00 /hour
Project Engineer / Geologist	\$165.00 /hour
Project Manager	\$145.00 /hour
Quality Control Manager	\$135.00 /hour
Staff Engineer / Geologist	\$125.00 /hour
Drafting	\$80.00 /hour
Administrative	\$55.00 /hour

Inspectors and Technicians

Staff Type	Rate/Cost
Laboratory Technician	\$85.00 /hour
Soils Engineering Technician	\$91.00 /hour
Public Works Technician	\$95.00 /hour
ACI Concrete Technician	\$91.00 /hour
Pull Torque Testing Technician	\$91.00 /hour
Coring Technician	\$95.00 /hour
Public Works Inspector	\$95.00 /hour
Special Inspector (ICC)	\$93.00 /hour
Special Inspector Coatings (NACE)	\$95.00 /hour
Special Inspector DSA Masonry	\$95.00 /hour
Special Inspector Wood Construction	\$100.00 /hour
AWS Certified Welding Inspector – Field	\$93.00 /hour
AWS Certified Welding Inspector – Shop	\$93.00 /hour
Non-Destructive Testing ASNT Level II	\$98.00 /hour
Non-Destructive Testing ASNT Level III	\$125.00 /hour
Building Inspector	\$97.00 /hour
Mechanical / Electrical Inspector	\$110.00 /hour
Project Inspector (IOR)	\$110.00 /hour
SWPPP Inspector	\$90.00 /hour
Field Supervisor	\$110.00 /hour
Pick-up and Delivery of Test Specimens	\$55.00 /hour

EXPLORATORY AND FIELD TESTING EQUIPMENT

Description	Rate/Cost
Dutch Cone Penetrometer with Operator	\$250.00 /hour
Hollow Stem Auger Drill Rig with Operator	\$350.00 /hour
Portable Drilling Equipment with Operator	\$400.00 /hour
Bucket Auger Drill Rig with Operator	\$450.00 /hour
Air Rotary Drill Rig with Operator	\$500.00 /hour
Rotary Wash Drill Rig with Operator	\$500.00 /hour
Dutch Cone / Drilling Equipment Mobilization	\$600.00 /each
Mobile Laboratory	\$450.00 /day
Diamond Bit Core Rig and Generator	\$400.00 /day
Nuclear Density Test Gage	\$25.00 /day
Hand Held Turbidity Meter	\$20.00 /day
Ultrasonic Test Unit and Consumables	\$50.00 /day
Magnetic Particle Test Unit	\$50.00 /day
Skidmore	\$50.00 /day
Schmidt Hammer	\$50.00 /day
Torque Wrench	\$50.00 /day
Proof Load Testing Equipment	\$100.00 /day
Ground Penetrating Radar	\$800.00 /day
Inertial Profiler	\$1,800.00 /day
ASTM C1028 Coefficient of Friction	\$350.00 /day
Mini Environmental Quality Meter	\$250.00 /day

LABORATORY TESTS

Aggregate Tests

Description	Rate/Cost
ASTM C131 Abrasion, Los Angeles Rattler	\$250.00 /each
ASTM C40 Organic Impurities in Fine Agg	\$95.00 /each
ASTM D4791 Flat & Elongated Particles	\$275.00 /each
ASTM D5821 Percent Fractured Particles	\$150.00 /each
ASTM C123 Percent Lightweight Particles	\$200.00 /each
ASTM C566 Moisture Content by Drying	\$20.00 /each
ASTM C1252 Angularity and Voids in Fine Agg	\$175.00 /each
ASTM C117 Materials Finer than No. 200	\$100.00 /each
ASTM C289 Potential Alkali Silica Reaction	\$500.00 /each
ASTM D2419 Sand Equivalent Value	\$120.00 /each
ASTM C136 Sieve Analysis-Combined Sample	\$175.00 /each
ASTM C136 Sieve Analysis-Fine Aggregate	\$150.00 /each
ASTM C136 Sieve Analysis-Coarse Aggregate	\$135.00 /each
ASTM C88 Soundness by Sodium Sulfate	\$400.00 /each
ASTM C127 Specific Gravity of Coarse Agg	\$150.00 /each
ASTM C128 Specific Gravity of Fine Agg	\$175.00 /each
ASTM C142 Clay and Friable Particles	\$190.00 /each
AASHTO T304 Angularity and Voids in Fine Agg	\$165.00 /each
AASHTO T84 Specific Gravity, Fine Agg	\$175.00 /each
AASHTO T85 Specific Gravity, Coarse Agg	\$150.00 /each
AASHTO T96 Abrasion, Los Angeles Rattler	\$250.00 /each
AASHTO T27 Sieve Analysis, Combined Agg	\$175.00 /each
AASHTO T27 Sieve Analysis, Fine Agg	\$150.00 /each
AASHTO T27 Sieve Analysis, Coarse Agg	\$135.00 /each
AASHTO T176 Sand Equivalent	\$120.00 /each
AASHTO T335 Crushed Particles	\$150.00 /each

Asphalt Tests

Description	Rate/Cost
ASTM D2726 Core Density (SSD)	\$45.00 /each
ASTM D1188 Core Density Parafilm Coated	\$50.00 /each
ASTM D6926 Lab Max Density Marshall Method	\$250.00 /each
ASTM D6927 Marshall Stability and Flow	\$325.00 /each
ASTM D1561 LTMD Kneading Compactor	\$260.00 /each
ASTM D1560 Hveem Stability	\$225.00 /each
ASTM D1560 Hveem Stability and Density	\$325.00 /each
ASTM D2041 Maximum Theoretical Density	\$195.00 /each
ASTM D6307 Asphalt Content by Ignition	\$185.00 /each
ASTM D6307 Ignition Oven Calibration	\$300.00 /each
ASTM D2172 Asphalt Content by Solvents	\$275.00 /each
ASTM D4125 Asphalt Content by Nuclear Gauge	\$250.00 /each
ASTM D5444 Gradation of Extracted Aggregate	\$200.00 /each
ASTM D244 Emulsion Residue, Evaporation	\$175.00 /each
ASTM D244 Emulsion Sieve Analysis	\$115.00 /each
ASTM D3910 Wet Tract Abrasion	\$150.00 /each
AASHTO T324 Hamburg Wheel Tracking Test	\$900.00 /each
AASHTO T283 Tensile Strength Ratio	\$1,100.00 /each
AASHTO T312 Core Density Paraffin Coated	\$50.00 /each
AASHTO T312/T275 LTMD Gyrotory Compactor	\$325.00 /each
AASHTO T308 Asphalt Content by Ignition	\$185.00 /each
AASHTO T308A Ignition Oven Calibration	\$350.00 /each
AASHTO T209 Theoretical Maximum Density	\$195.00 /each

FEE SCHEDULE

LABORATORY TESTS

Concrete Tests

Description	Rate/Cost
Mix Design Review – Calculations Only	\$300.00 /each
ASTM C39 Concrete Cylinder Cured or Tested	\$24.00 /each
ASTM C39 Cylinder Tested out of Sequence	\$35.00 /each
ASTM C39 Compressive Strength - Core	\$50.00 /each
ASTM C495 Lightweight Concrete Strength	\$45.00 /each
ASTM C78 Flexural Strength - Beam	\$85.00 /each
ASTM C39 Gunitite Cyl Compression Test	\$35.00 /each
ASTM C157 Linear Shrinkage (Set of 3)	\$450.00 /each
ASTM C138 Unit Weight of Concrete	\$55.00 /each
ASTM C469 Concrete Modulus of Elasticity	\$150.00 /each
ASTM C495 Oven Dry Density Light Weight Conc	\$175.00 /each
ASTM C496 Splitting Tensile Strength	\$90.00 /each
ASTM C1140 Shotcrete Panel Test	\$250.00 /each
AASHTO T336 Coefficient of Thermal Expansion	\$500.00 /each

Caltrans Tests

Description	Rate/Cost
CT 202 Sieve Analysis-Combined Sample	\$180.00 /each
CT 202 Sieve Analysis-Fine Aggregate	\$150.00 /each
CT 202 Sieve Analysis-Coarse Aggregate	\$135.00 /each
CT 204 Plasticity Index Atterberg	\$225.00 /each
CT 205 Percentage Crushed Particles	\$150.00 /each
CT 206 Specific Gravity of Coarse Aggregate	\$125.00 /each
CT 207 Specific Gravity of Fine Aggregate	\$165.00 /each
CT 208 Apparent Specific Gravity of Fines	\$200.00 /each
CT 209 Specific Gravity of Soils	\$200.00 /each
CT 211 Abrasion by Los Angeles Rattler	\$250.00 /each
CT 213 Organic Impurities in Sand	\$95.00 /each
CT 214 Soundness by Sodium Sulfate	\$375.00 /each
CT 216 California Impact Max Density	\$225.00 /each
CT 216 CA Impact Max Dens - Rock Correction	\$45.00 /each
CT 217 Sand Equivalent Value	\$120.00 /each
CT 226 Moisture Content by Oven Drying	\$25.00 /each
CT 227 Cleanness Value	\$285.00 /each
CT 229 Durability Index	\$300.00 /each
CT 234 Angularity & Voids Fine Aggregate	\$195.00 /each
CT 235 Flat and Elongated Particles	\$285.00 /each
CT 301 Resistance R-Value Stabilometer	\$320.00 /each
CT 302 Film Stripping	\$250.00 /each
CT 303 Approximate Bitumen Ratio	\$250.00 /each
CT 304/308 LTMD Kneading Compactor	\$325.00 /each
CT 305 Swell of Bituminous Mixtures	\$350.00 /each
CT 308 (A) Core Density Paraffin Coated	\$50.00 /each
CT 308 (C) Core Density SSD	\$45.00 /each
CT 308, CT 366 Stability & Density	\$325.00 /each
CT 309 Maximum Theoretical Density	\$200.00 /each
CT 366 Stabilometer Value	\$265.00 /each
CT 370 Moisture Content by Microwave	\$75.00 /each
CT 371 Tensile Strength Ratio	\$1,100.00 /each
CT 379 Asphalt content Nuclear Gauge	\$200.00 /each
CT 382 Asphalt Content, Correction Factor	\$700.00 /each
CT 382 Asphalt Content by Ignition Oven	\$185.00 /each
CT 417 Soluble Sulfates	\$95.00 /each
CT 422 Chloride Content	\$80.00 /each
CT 515 Relative Mortar Strength, PCC Sand	\$600.00 /each
CT 521 Concrete Compressive Strength	\$25.00 /each
CT 523 Conc Flexural Strength - Beam	\$85.00 /each

CT 531 Length of Drilled Concrete Cores	\$45.00 /each
CT 534 Water Retention, Liq Curing Cmpnd	\$425.00 /each
CT 550 Surface Abrasion of Concrete	\$400.00 /each
CT 643 Resistivity and pH	\$115.00 /each

LABORATORY TESTS

Masonry Tests

Description	Rate/Cost
ASTM C140 Block Compressive Strength	\$65.00 /set
ASTM C140 Block Moisture & Absorption	\$75.00 /set
ASTM C426 Block Linear Shrinkage	\$275.00 /set
ASTM C140 Block Unit Wt & Dimensions	\$195.00 /set
ASTM C90 Masonry Block Conformance	\$550.00 /set
ASTM C67 Brick Compressive Strength	\$85.00 /set
ASTM C67 Brick Moisture & Absorption	\$75.00 /set
ASTM C67 Brick 5 Hour Boil	\$95.00 /each
ASTM C67 Brick Modulus of Rupture	\$95.00 /each
ASTM C780 Mortar Cylinder Compression	\$30.00 /each
ASTM C1019 Grout Prism Compression	\$30.00 /each
ASTM C1314 Masonry Core Cmp Str 8" max dia	\$65.00 /each
ASTM C1314 Masonry Core Shear 8" max dia	\$75.00 /each
ASTM E519 Assemblage Comp Str 8" Block	\$85.00 /each
ASTM E519 Assemblage Comp Str 12" Block	\$100.00 /each
ASTM E519 Assemblage Comp Str 16" Block	\$125.00 /each
ASTM C109 Compression Test 2" Cube	\$30.00 /each

Soils Tests

Description	Rate/Cost
ASTM D4318 Plasticity Index of Soils	\$250.00 /each
ASTM D1883 CA Bearing Ratio of Soils	\$450.00 /each
ASTM D2435 Consolidation	\$250.00 /each
ASTM D2435 Consolidation, with Time Rate	\$300.00 /each
ASTM D3080 Direct Shear, Consol & Drained	\$325.00 /each
ASTM D4829 Expansion Index of Soils	\$175.00 /each
ASTM D2166 Unconfined Comp Strength	\$250.00 /each
ASTM D2434 Const Head Permeability Test	\$350.00 /each
ASTM D5333 Hydro-Collapse Potential	\$175.00 /each
ASTM D2050 Tri-Axial Shear Strength	\$350.00 /each
ASTM D422 Hydrometer Analysis	\$250.00 /each
ASTM D854 Specific Gravity of Soils	\$195.00 /each
ASTM D4546 Swell Potential	\$175.00 /each
ASTM D4943 Shrinkage Factor by Resin	\$190.00 /each
ASTM D559 Soil Cement Sample Preparation	\$100.00 /each
ASTM D558 Soil Cement Maximum Density	\$275.00 /each
ASTM D1633 Compression Test Soil Cement	\$75.00 /each
ASTM D2937 In-Place Density, Drive Cylinder	\$45.00 /each
ASTM D2216 Soil Moisture Content by Mass	\$25.00 /each
ASTM D698 Maximum Density Std Effort	\$210.00 /each
ASTM D1557 Max Density Optimum Moisture	\$210.00 /each
ASTM D2974 Moisture, Ash, Organic Matter	\$90.00 /each
ASTM D4972 pH of Soils	\$80.00 /each
ASTM D2844 R-Value & Expansion Pressures	\$245.00 /each
ASTM D2419 Sand Equivalent	\$120.00 /each
ASTM D422 Sieve Analysis of Soils	\$175.00 /each
ASTM D1140 Materials Finer than #200	\$100.00 /each
AASHTO T100 Specific Gravity of Soils	\$200.00 /each

FEE SCHEDULE

Reinforcing Steel Bars

Description	Rate/Cost
ASTM A370 Rebar Tension up to #8	\$ 50.00/each
ASTM A370 Rebar Tension #9 to #11	\$60.00/each
ASTM A370 Rebar Tension #12 to #14	\$ 80.00/each
ASTM A370 Rebar Tension #15 to #18	\$120.00/each
ASTM E290 Bend Test Rebar up to #8	\$40.00/each
ASTM E290 Bend Test Rebar #9 to #11	\$50.00/each
ASTM E290 Bend Test Rebar #12 to #14	\$ 80.00/each
ASTM E290 Bend Test Rebar #15 to #18	\$120.00/each

LABORATORY TESTS

Mechanical Splices of Reinforcing Steel

Description	Rate/Cost
CT670 Tensile Strength up to #8	\$50.00 /each
CT670 Tensile Strength #8 - #11	\$75.00 /each
CT670 Tensile Strength #12 to #14	\$100.00 /each
CT670 Tensile Strength #15 to #18	\$150.00 /each
CT 52-1-08C Slip Test	\$150.00 /each

Operator Qualifications Reinforcing Steel Bar Splicing

Description	Rate/Cost
CT670 Op Qual Ult Butt Splice to #8	\$350.00 /each
CT670 Op Qual Ult Butt Splice #9 - #11	\$400.00 /each
CT670 Op Qual Ult Butt Splice #14	\$600.00 /each
CT670 Op Qual Ult Butt Splice #18	\$850.00 /each
CT670 Op Qual Service Splice to #8	\$300.00 /each
CT670 Op Qual Service Splice #9 - #11	\$350.00 /each
CT670 Op Qual Service Splice #12 to #14	\$450.00 /each
CT670 Op Qual Service Splice #15 to #18	\$600.00 /each

Production Lot Reinforcing Steel Bar Splicing

Description	Rate/Cost
CT670 Production Lot up to #8 (Service)	\$250.00 /lot
CT670 Production Lot #9 to #11 (Service)	\$300.00 /lot
CT670 Production Lot #12 to #14 (Service)	\$400.00 /lot
CT670 Production Lot #15 to #18 (Service)	\$550.00 /lot
CT670 Production Lot up to #8 (Ultimate)	\$300.00 /lot
CT670 Production Lot #9 to #11 (Ultimate)	\$350.00 /lot
CT670 Production Lot #12 to #14 (Ultimate)	\$550.00 /lot
CT670 Production Lot #15 to #18 (Ultimate)	\$750.00 /lot

Headed Reinforcing Steel Bars

Description	Rate/Cost
ASTM A370 Headed Bar Tensile up to #8	\$200.00 /lot
ASTM A370 Headed Bar Tensile #9 to #11	\$250.00 /lot
ASTM A370 Headed Bar Tensile #12 to #14	\$380.00 /lot
ASTM A370 Headed Bar Tensile #15 to #18	\$500.00 /lot

Prestressing Wires

Description	Rate/Cost
ASTM A416 Stress-Strain Analysis	\$175.00 /each
ASTM A416 Tensile Test Only	\$125.00 /each

LABORATORY TESTS

Structural Steel Tests

Description	Rate/Cost
ASTM A370 Tensile Up to 100K lbs (Each)	\$50.00 /each
ASTM A370 Tensile Up to 200K lbs (Each)	\$55.00 /each
ASTM A370 Tensile Up to 300K lbs (Each)	\$65.00 /each
ASTM A370 Tensile Up to 400K lbs (Each)	\$110.00 /each
ASTM A370 Tensile Up to 500K lbs (Each)	\$300.00 /each
ASTM A370 Tensile Stress-Strain Percent Offset	\$150.00 /each
AWS Weld: Macroetch	\$75.00 /each
AWS Weld: Fracture	\$50.00 /each
AWS Bend Test	\$50.00 /each
ASTM A370 Rockwell Hardness (Each)	\$75.00 /each
Steel Chemical Analysis	\$150.00 /each
Welding Procedure Review	\$500.00 /each

High Strength Bolts

Description	Rate/Cost
ASTM F606 Bolt Axial Tensile to 7/8"	\$40.00 /each
ASTM F606 Bolt Wedge Tensile to 7/8"	\$55.00 /each
ASTM F606 Bolt: Axial 7/8" - 1 1/2"	\$60.00 /each
ASTM F606 Bolt Wedge Tensile 7/8" to 1 1/2"	\$75.00 /each
ASTM F606 Bolt: Proof Load Test up to 7/8"	\$65.00 /each
ASTM F606 Bolt: Proof Load Test up to 1 1/2"	\$85.00 /each
ASTM F606 Nut: Proof Load Test up to 7/8"	\$45.00 /each
ASTM F606 Nut: Proof Load Test up to 1 1/2"	\$65.00 /each

Spray Applied Fire Proofing Tests

Description	Rate/Cost
ASTM E605 Spray Applied Fireproofing Density	\$95.00 /each

FEE SCHEDULE

General Charges

- RMA GeoScience requires twenty-four (24) hour prior notification for scheduling inspectors and/or technicians.
- All inspection hours will be billed portal to portal in the following increments:
 - There will be a minimum two (2) hour charge for any RMA GeoScience employee presence on site.
 - Two (2) our increments thereafter, for any RMA employee present at the jobsite, batch plant or fabricator.
 - Billing will be portal-to-portal.
- When personnel are required to work in excess of 5 hours without an uninterrupted meal period of 30 minutes, due to project constraints, ½ hour will be charged at double time rates in addition to any applicable hours worked.
- Rates are valid through September 30, 2019. Rates for personnel will increase by 3% per year on October 1, 2019.
- Administrative/clerical support will be charged at 5% of the monthly direct charges.
- Certified Payroll Reports will be prepared upon request. There will be a \$95.00 charge for each certified payroll report.
- Outside services will be billed at cost plus 15% unless billed directly to and paid for by Client.
- Requests made by client for management attendance at meetings at the project site will be charged at standard rate.

Overtime Charges

- Work performed in excess of 8 hours per day and/or up to eight (8) hours on Saturdays will be billed at 1.5 times the unit rate.
- Work performed on Sunday, recognized holidays, or in excess of eight (8) hours on Saturdays will be billed at 2.0 times the unit rate.
- A 20% surcharge will be applied for laboratory tests performed on a Saturday or Sunday.

Per Diem and Travel Charges

- An \$125.00 charge per day will be applied when our personnel are required to stay overnight at remote locations.
- Time will be billed at the unit rate while traveling to a remote location or if a location requires an overnight stay
- Mileage for travel outside a 50 mile radius from either the project site or the nearest RMA facility whichever is closest, will be charged at a rate of \$0.55 per mile.

Night Work

- A \$10.00 per hour surcharge will be added to all personnel rates for work performed during night shifts.

Exhibit C
Insurance Requirements

PROFESSIONAL SERVICES CONTRACTS

INSURANCE REQUIREMENTS

CONSULTANT 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 CONSULTANT, 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 CONSULTANT 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 CONSULTANT's profession, with limit no less than \$3,000,000 per occurrence or claim, \$4,000,000 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 five (5) years after completion of the contract work.
2. CONSULTANT 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 CONSULTANT including material, parts, or equipment furnished in connection with such work or operations.*
 - b. *For any claims related to this project, the CONSULTANT'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 CONSULTANT's insurance and shall not contribute with it.*
 - c. *CONSULTANT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONSULTANT may acquire against the county by virtue of the payment of any loss under such insurance. CONSULTANT 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, 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 CONSULTANT, its employees, agents and subcontractors. CONSULTANT 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
Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.
 - 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 CONSULTANT 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.

Exhibit D

Additional Terms & Conditions for Federally Funded Contracts

COUNTY OF TULARE
EXHIBIT D
TO SERVICES AGREEMENT
ADDITIONAL TERMS & CONDITIONS FOR FEDERALLY-FUNDED CONTRACTS
(Form revision approved 01/19/2018)

FEDERALLY-FUNDED SERVICES. COUNTY will be paying for the services to be provided under this Agreement, in whole, or in part, with Federal grant funds, and so the following additional terms and conditions will apply to this Agreement:

(1) Equal Employment Opportunity — Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3, then during the performance of this Agreement, the CONTRACTOR agrees as follows:(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.(2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.(3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR'S legal duty to furnish information.(4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to

be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.(5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.(6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.(7) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the COUNTY may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the COUNTY, then the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States. The COUNTY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

The COUNTY agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor

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in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The COUNTY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the COUNTY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the COUNTY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the COUNTY; and refer the case to the Department of Justice for appropriate legal proceedings.

The CONTRACTOR and each of its subcontractors shall include the equal opportunity clause in each of its subcontracts.

(2) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). — If this Agreement involves payment for construction services in excess of \$2,000, then the CONTRACTOR must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the Davis-Bacon Act, the CONTRACTOR is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the U.S. Secretary of Labor. In addition, the CONTRACTOR is required to pay wages not less than once a week. The COUNTY must provide CONTRACTOR with a copy of the current prevailing wage determination issued by the U.S. Department of Labor with respect to the services to be provided under the subject Agreement. The CONTRACTOR’S execution of the

subject Agreement constitutes the CONTRACTOR’S acceptance of the wage determination. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(3) Copeland “Anti- Kickback” Act (40 U.S.C. 3145). — CONTRACTOR must comply with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Under the Copeland “Anti- Kickback” Act, the CONTRACTOR and all subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(4) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) — If this Agreement involves payments for services in excess of \$100,000 that include the employment of mechanics or laborers, then the CONTRACTOR must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the CONTRACTOR is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(5) Rights to Inventions Made Under a Contract or Agreement — If the Federal award supporting payments for services under this Agreement meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Agreement is with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” then the COUNTY and the CONTRACTOR recipient or subrecipient must comply with

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the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(6) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended — If this Agreement involves payments for services in excess of \$150,000, then the CONTRACTOR must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(7) Debarment and Suspension (Executive Orders 12549 and 12689) — By execution of this Agreement, CONTRACTOR certifies to the COUNTY that it is not a party listed on the government-wide exclusions list in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension," and is not debarred, suspended, or otherwise excluded from the award of a federally-supported contract under statutory or regulatory authority other than Executive Order 12549.

(8) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — If this Agreement involves payments for services in excess of \$100,000, then by execution of this Agreement, the CONTRACTOR certifies to the COUNTY that it will not and has not used Federally-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The CONTRACTOR must also disclose to the COUNTY is writing any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

(9) Procurement of recovered materials — Pursuant to 2 CFR § 200.322, the COUNTY and the CONTRACTOR must comply with section 6002 of the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include

procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(10) Records Retention and Access — Pursuant to 2 CFR §§ 200.333 through 200.337, the following provisions regarding Records Retention and Access will apply to this Agreement:

(A) Retention requirements for records. CONTRACTOR must retain all financial records, supporting documents, statistical records, and all other of its records pertinent to this Agreement for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or COUNTY. The only exceptions to the 3 year limit are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the CONTRACTOR is notified in writing by the COUNTY or Federal awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the COUNTY, or Federal awarding agency, the 3-year retention requirement is not applicable to the CONTRACTOR.

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(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the CONTRACTOR'S fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the COUNTY or the Federal Government to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the COUNTY or Federal Government for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

(B) Methods for collection, transmission and storage of information. In accordance with the May 2013 Executive Order on Making Open and Machine Readable the New Default for Government Information, the Federal awarding agency and the CONTRACTOR should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper. The Federal awarding agency or COUNTY must always provide or accept paper versions of Federal award-related information to and from the CONTRACTOR upon request. If paper copies are submitted, the Federal awarding agency or COUNTY must not require more than an original and two copies. When original

records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

(C) Access to records.

(a) Records of CONTRACTOR. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the COUNTY, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the CONTRACTOR which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the CONTRACTOR'S personnel for the purpose of interview and discussion related to such documents.

(b) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the CONTRACTOR and the Federal awarding agency or COUNTY. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

(c) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and COUNTY must not impose any other access requirements upon CONTRACTOR.

Exhibit E

Mandatory Fiscal and Federal Provisions for Federally Funded Contracts

COUNTY OF TULARE
EXHIBIT E
Mandatory Provisions Required by Caltrans for Federally Funded Projects
(Form revision approved 09/14/2018)

CONTRACTOR is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

(1) RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code section 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code section 8546.7; CONTRACTOR, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All Parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONTRACTOR and its certified public accountants' (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

(2) AUDIT REVIEW PROCEDURES

Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by subsequent agreement, shall be reviewed by the COUNTY'S Auditor-Controller.

Not later than 30 calendar days after issuance of the final audit report, CONTRACTOR may request a review by COUNTY'S Administrative Officer of unresolved audit issues. The request for review will be submitted in writing.

Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this Agreement.

CONTRACTOR and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be

reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONTRACTOR'S responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by COUNTY Contract Administrator to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

(3) SUBCONTRACTING

Nothing contained in this Agreement or otherwise, shall create any contractual relation between COUNTY and any subconsultant(s), and no subcontract shall relieve CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR'S obligation to pay its subconsultant(s) is an independent obligation from COUNTY'S obligation to make payments to the CONTRACTOR.

CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by COUNTY'S Contract Administrator, except that which is expressly identified in the approved Cost Proposal.

CONTRACTOR shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONTRACTOR by COUNTY.

All subcontracts entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

Any substitution of subconsultant(s) must be approved in writing by COUNTY'S Contract Administrator prior to the start of work by the subconsultant(s).

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EXHIBIT E
Mandatory Provisions Required by Caltrans for Federally Funded Projects
(Form revision approved 09/14/2018)

(4) EQUIPMENT PURCHASE

Prior authorization in writing by the COUNTY'S Contract Administrator shall be required before the CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONTRACTOR services. The CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.

Prior to seeking authorization by the COUNTY'S Contract Administrator for the purchase of any item, service or consulting work not covered in the CONTRACTOR'S Cost Proposal and exceeding \$5,000, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

Any equipment purchased as a result of this Agreement is subject to the following: "The CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the CONTRACTOR may either keep the equipment and credit the COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit the COUNTY in an amount equal to the sales price. If the COUNTY elects to keep the equipment, fair market value shall be determined at the CONTRACTOR'S expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the COUNTY and the CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY. 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5000.00 is credited to the project.

All subcontracts in excess \$25,000 shall contain the above provisions.

(5) STATE PREVAILING WAGE RATES

CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

(6) CONFLICT OF INTEREST

The CONTRACTOR shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this Agreement, or any ensuing COUNTY construction project. The CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing COUNTY construction project, which will follow.

The CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this article.

The CONTRACTOR hereby certifies that neither the CONTRACTOR, its employees, nor any firm affiliated with the CONTRACTOR providing services on this project will bid on any construction contract, or any contract to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultants who have provided design services in connection with this Agreement shall be eligible to bid on any construction contract, or any contract to provide construction inspection for any construction project resulting from this Agreement.

COUNTY OF TULARE
EXHIBIT E
Mandatory Provisions Required by Caltrans for Federally Funded Projects
(Form revision approved 09/14/2018)

(7) REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATIONS

The CONTRACTOR warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion to terminate the Agreement without liability; to pay only for the value of the work actually performed; to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONTRACTOR also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

(8) PROHIBITION OF EXPENDING COUNTY, STATE OR FEDERAL FUNDS FOR LOBBYING

The CONTRACTOR certifies to the best of his or her knowledge and belief that:

- (a)** No state, federal or COUNTY appropriated funds have been paid, or will be paid by-or-on behalf of the CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- (b)** If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to

Exhibit F

Consultant Contract DBE Commitment,
Caltrans Exhibit 10-O2

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE: 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section			\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____			%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			14. TOTAL CLAIMED DBE PARTICIPATION
_____ 23. Local Agency Representative's Signature 24. Date			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.
_____ 25. Local Agency Representative's Name 26. Phone			_____ 15. Preparer's Signature 16. Date
_____ 27. Local Agency Representative's Title			_____ 17. Preparer's Name 18. Phone
_____ 27. Local Agency Representative's Title			_____ 19. Preparer's Title

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column.
%: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.