

ORIGINAL

AGREEMENT FOR SERVICES #162-S1710

E16296.DDP

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Youngdahl Consulting Group, Inc., a California Corporation duly qualified to conduct business in the State of California, whose principal place of business is 1234 Glenhaven Court, El Dorado Hills, California 95762 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide on-call geotechnical analysis services for the Chief Administrative Office's Facility Division; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish personnel, subcontractors, materials, equipment and services necessary to perform various on-call geotechnical analysis, testing, reporting and associated services. Analysis, testing and reporting services shall include, but not be limited to, compaction, soil/aggregate physical property, shear strength, mechanical, moisture density, hydraulic conductivity, consolidation/swell, lime, concrete, masonry asphaltic, reinforcing steel, structural steel plates and shapes, fireproofing, and sample preparation.

For each on-call work assignment, Contractor shall provide a written quote to the Contract Administrator. Upon receipt and approval of each quote, the Contract Administrator will issue a separate written Work Order to Contractor for each on-call work assignment identifying the specific

site where the work will be performed, a description of the services to be performed, any required deliverables, including reports or other documents to be supplied in connection with the work assignment, a specific date by which the work shall be completed and a not-to-exceed cost to complete the work. Contractor shall not commence work until receiving the written Work Order. No payment will be made for any on-call work performed prior to the issuance of the written Work Order.

Contractor shall be responsible for the supervision, administration and work performed by any subcontractor for services rendered under this Agreement.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of September 25, 2016 through September 24, 2019.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

For the purposes hereof, the billing rate shall be in accordance with Exhibit "A", marked "Fee Schedule", incorporated herein and made by reference a part hereof.

Total amount of this Agreement shall not exceed \$65,000.00, inclusive of all work, costs, subcontractors and expenses. The total amount payable by County for an individual Work Order shall not exceed the amount agreed to in the Work Orders, unless County Contract Administrator amends the Work Order.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Facilities Division
3000 Fairlane Court, Suite One
Placerville, California 95667
Attn.: Russell Fackrell, Facilities Manager

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the

deliverables are received, or proceed as set forth herein below in **Article XVI – Default, Termination, and Cancellation.**

ARTICLE IV

Taxes: Contractor certifies that as of today’s date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Engineering License: The Contractor hereby warrants and represents that Contractor and any subcontractors are duly licensed or certified to perform the services under this Agreement and that Contractor and any subcontractors shall maintain said licenses or certificates in good standing throughout the term of this Agreement.

ARTICLE VI

Confidentiality of Data: All data and information relative to the County operations, which is designated confidential by the County and made available to the Contractor in order to carry out this Agreement shall be protected by the Contractor from unauthorized use and disclosure.

Permission, granted by the County, to disclose information on one occasion or at public hearing held by the County relating to the Agreement shall not authorize the Contractor to further disclose such information or disseminate the same on any other occasions.

The Contractor shall not comment publicly to the press or any media regarding this Agreement or the County’s actions on the same, except to the County’s staff, Contractor’s own personnel involved in the performance of this Agreement, at public hearings or in response to questions from the Board of Supervisors.

The Contractor shall not issue any news release or public relations item of any nature whatsoever regarding services performed or to be performed under this Agreement without prior review of the contents thereof by the County and receipt of the County’s written permission.

ARTICLE VII

Ownership of Data: County and Contractor hereby expressly agree that all plans, details, and calculations produced by Contractor, its agents, representatives, employees, or subcontractors, shall be considered a “work made for hire” within the meaning of 17 USC Sec. 101. County shall have sole ownership of all rights, for all purposes, in each completed work, and unused portions thereof, including the copyrights.

ARTICLE VIII

Standards for Work: All Services rendered under this Agreement shall be performed in accordance with the guidelines set forth in the current edition of the California Building Code and applicable Caltrans manuals and guidelines, including but not limited to Caltrans Construction Manual, Caltrans Materials Testing Manual, Caltrans Engineering Services Manuals, and Caltrans California Test Methods, the ASTM testing procedures, and all other applicable federal, state and local laws, County guidelines, and accepted industry standards; and shall be performed in a safe, professional, skillful and workmanlike manner in accordance with the professional engineering industry standard of care.

ARTICLE IX

Contractor's Project Manager: Contractor designates John Youngdahl, President and Principal Engineer, as its Project Manager for this Agreement. Contractor's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Contractor's Project Manager shall be responsible for all matters related Contractor's personnel and operations under this Agreement including, but not limited to (1) assigning qualified personnel to perform the required work and to prepare the deliverables required by the individual Work Orders issued pursuant to this Agreement; (2) reviewing, monitoring, training and directing Contractor's personnel; and (3) providing qualified and appropriate traffic control services for field work. Project Manager must be a registered engineer in the State of California.

ARTICLE X

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE XI

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE XII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE XIII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE XIV

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XV

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XVI

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE XVII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Facilities Division
3000 Fairlane Court, Suite One
Placerville, California 95667
Attn.: Russell Fackrell, Facilities Manager

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
360 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

YOUNGDAHL CONSULTING GROUP, INC.
1234 Glenhaven Court
El Dorado Hills, California 95762
ATTN: John Youngdahl, President and Principal Engineer

or to such other location as the Contractor directs.

ARTICLE XVIII

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XIX

Indemnity: To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of Contractor includes the duty of defense, inclusive of that set forth in California Civil Code

Section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

ARTICLE XX

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XXI

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXII

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XXIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XXIV

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.

- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXV

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXVI

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXVII

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXVIII

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXIX

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Russell Fackrell, Facilities Manager, Chief Administrative Office, or successor.

ARTICLE XXXI

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXXII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXIII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.


ARTICLE XXXIV

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XXXV

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

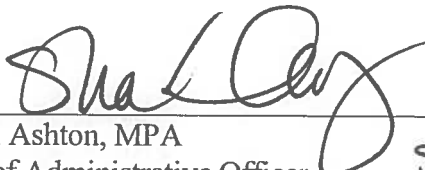
Requesting Contract Administrator Concurrence:

By: 

Russell Fackrell
Facilities Manager
Chief Administrative Office


Dated: 9-29-2016

Requesting Department Head Concurrence:

By:  Dated: 9/30/2014
Don Ashton, MPA
Chief Administrative Officer
SHAWNE CORVEY
ASSISTANT CIO

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.


-- COUNTY OF EL DORADO --

inf By:  Dated: 9/30/2014
Purchasing Agent
Chief Administrative Office
"County"

-- CONTRACTOR --

YOUNGDAHL CONSULTING GROUP, INC.
A California Corporation

By:  Dated: 9-26-14
John C. Youngdahl
President and Principal Engineer
"Contractor"

By:  Dated: 9-26-14
Scott E. Youngdahl
Corporate Secretary



(2016) PREVAILING WAGE FEE SCHEDULE FOR PROFESSIONAL SERVICES

PERSONNEL	PREVAILING WAGE RATE	
Principal Engineer	\$	180.00 /hr
Associate Engineer/Geologist/Scientist	\$	156.00 /hr
Senior Engineer/Geologist/Scientist	\$	140.00 /hr
Project Engineer/Geologist/Environmental Scientist/Qualified SWPPP Developer	\$	120.00 /hr
Staff Engineer/Geologist/Scientist	\$	112.00 /hr
Field Supervisor	\$	126.00 /hr
NDT Special Inspector	\$	116.00 /hr
ICC/AWS/CWI Certified Special Inspector – Group 1 (excluding NDT)	\$	110.00 /hr
ICC/AWS/CWI Certified Special Inspector – Group 2	\$	98.00 /hr
Soils Engineering Technician or ICC/AWS/CWI Certified Special Inspector – Groups 3 & 4	\$	96.00 /hr
Environmental Technician	\$	92.00 /hr
QSP-Qualified SWPPP Practitioner	\$	88.00 /hr
Laboratory Manager	\$	106.00 /hr
Senior Laboratory Technician	\$	98.00 /hr
Laboratory Technician	\$	84.00 /hr
Draftsperson	\$	88.00 /hr
Clerical	\$	72.00 /hr

BASIS OF CHARGES

Equipment Charges:

All of the above rates are inclusive of equipment (typically an additional \$10/hour charge by other consultants for Nuclear Gauge and other equipment).

Exceptions:

- Coring Machine is \$200/day*
- Generator is \$75/day*

Hours are billed portal to portal in accordance with the following minimum charges:

- Times are rounded up to the nearest ½ hour.
- 2.0 hour minimum on-site charge for each site visit.
- 4.0 hour minimum on-site charge for weekend work.
- Cancellation required prior to 5:00 pm day before scheduled visit.

Overtime:

- Over eight (8) hours a day - 1.5 X hourly rate
- Saturdays - 1.5 X hourly rate
- Sundays and Holidays - 2.0 X hourly rate
- Over twelve (12) hours a day - 2.0 X hourly rate
- Work performed 5:00 pm – 5:00 am + \$ 10.00/hour

Mobilization Charge:

A mobilization charge of \$ 40.00/site visit will be added for all projects requiring site visits within 30 miles of our corporate yard. For projects beyond 30 miles, a mileage fee will be assessed at \$0.60/mile portal to portal per visit from our corporate headquarters address to the project site. Distance will be determined by Google Maps quickest calculated distance.

(Basis of Charges continued on back of sheet)

BASIS OF CHARGES (cont.)

Expert Witness Services:

Presentation of mediation, arbitration, deposition, expert witness testimony and public hearing attendance will be billed at 2 times normal hourly rates in 4 hour incremental blocks.

Rush Charges:

Field: An additional 1 hour of field time at the engineering technician rate will be charged to expedite work which requires dispatching after 4:30 pm of the previous day or the same day the work is required for field work as requested by the contractor or client.

Laboratory: 2 day = Cost + 50%
1 day = 2 times cost

Large Format Plotting:

- Color \$ 3.90 per sq. foot
 - Black & White \$ 0.75 per sq. foot
-

- Supplies and outside services are billed at cost +15%
 - Airfare, rental vehicles, lodging, and meals for authorized out-of-town travel, will be charged per person per day using the current IRS Per Diem rate applicable to the area.
 - Authorized subcontracts are billed at +15%
 - Projects with specialized accounting protocol required to be filled out for the client will be charged an additional 4 % of the project budget
 - Copying and distribution for project reporting include 6 reports. If additional report copying is necessary, a \$25.00 charge will be billed for each additional report
 - Projects requiring Level C PPE will be charged at 1.5 x normal hourly rate
 - \$10.00 surcharge may be applied to normal rates for projects requiring naturally occurring asbestos (NOA) observations.
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LABORATORY CONSULTATION SERVICES

Please see Fee Schedule for Professional Services, Laboratory Services, and Specialized Laboratory Services. Quotes available upon request.

TERMS AND CONDITIONS

Youngdahl Consulting Group, Inc. shall perform professional services in accordance with the generally accepted professional practice of its profession within the area where the work is performed on behalf of the client. Upon entering into this agreement many risks potentially affect Youngdahl Consulting Group, Inc. The principal risk is the potential for human error by Youngdahl Consulting Group, Inc. Client agrees to limit our liability to Client and to all other parties for damages arising from any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs shall be limited to \$25,000.00 and Client further agrees to indemnify and hold harmless Youngdahl Consulting Group, Inc. from and against all liabilities in excess of monetary limit established above.

(Fee Schedule for Professional Services on front of sheet)



(2016) FEE SCHEDULE FOR LABORATORY SERVICES

The following contains the soils and material testing rates for services rendered by Youngdahl Consulting Group, Inc. Prices are valid for 2016. Unless noted, test prices include routine sample preparation, test set-up, performance of test, calculations, and reporting of results. In addition to materials testing, Youngdahl Consulting Group, Inc. offers a full spectrum of geotechnical, environmental and special inspection services. Please call us at (916) 933-0633 for further information.

TEST	TEST METHOD(S) ¹	UNIT COST (\$)	
CLASSIFICATION AND INDEX PROPERTIES			
Sieve Analysis, Fine with No. 200 Wash	D422, CTM 202	\$ 120.00	Each
Sieve Analysis, Coarse and Fine Combined	D422, CTM 202	\$ 150.00	Each
Percent Passing No. 200 Sieve	D1140	\$ 80.00	Each
Hydrometer Analysis	D422	\$ 200.00	Each
Atterberg Limits	D4318	\$ 190.00	Each
Moisture Content	D2216	\$ 25.00	Each
Moisture Content & Dry Density	D2216 and D2937	\$ 35.00	Each
Specific Gravity	D854	\$ 150.00	Each
Soil Resistivity/PH	CTM ³ 643/532, D4972	\$ 145.00	Each
Pinhole Dispersion	D4647	\$ 750.00	Each
Organic Content	D2974	\$ 125.00	Each
CARB Asbestos Classification	CARB TM 435	Quote	
EPA Asbestos Classification (PLM)	EPA 600/R-93-116	Quote	
EPA Asbestos Classification (TEM)	EPA 600/R-93-116	Quote	
MOISTURE DENSITY RELATIONS-COMPACTION			
Proctor – 4"	D698/D1557	\$ 250.00	Each
Proctor – 6"	D698/D1557	\$ 270.00	Each
California Impact	CTM 216	\$ 275.00	Each
Check Point		\$ 145.00	Each
STRENGTH			
Unconfined Compression	D2166	\$ 90.00	Each
Unconfined Compression, Lime-Treated, Set of 3	CTM 373	\$ 450.00	Each
Quicklime Saturation (Eades and Grim)	D6276	\$ 150.00	Each
Direct Shear, 3 Points	D3080	\$ 300.00	Each
Triaxial Shear, All Types		Quote	
Resistance "R-Value"	CTM 301, D2844	\$ 300.00	Each
Sample Preparation & Remolding		\$ 80.00	Sample
HYDRAULIC CONDUCTIVITY			
Flexible Wall Permeability	D5084	\$ 325.00	Each
Permeability (>10 ⁻³)	D2434	\$ 250.00	Each
CONSOLIDATION/SWELL			
Consolidation (4 points + rebound)	D2435	\$ 420.00	Each
Consolidation (each additional load or rebound)	D2435	\$ 40.00	Each
Swell (1 load)	D4546	\$ 185.00	Each
Swell (each additional load)	D4546	\$ 40.00	Each
Expansion Index	D4829	\$ 195.00	Each
MISCELLANEOUS			
Fireproofing Thickness and Density	E605	\$ 70.00	Each
Non-Masonry Mortar/Grout Compression	C579	\$ 30.00	Each
Hydraulic Ram Calibration		\$ 200.00	Each

TEST	TEST METHOD(S) ¹	UNIT COST (\$)	
AGGREGATE			
Sieve Analysis – Coarse (without wash)	C136, CTM 202	\$ 120.00	Each
Sieve Analysis – Fine (including wash)	C136, CTM 202	\$ 120.00	Each
Sieve Analysis – Coarse and Fine Combined	C136, CTM 202	\$ 150.00	Each
No.200 Wash	C117	\$ 80.00	Each
Specific Gravity and Absorption, Coarse	C127	\$ 100.00	Each
Specific Gravity and Absorption, Fine	C128	\$ 125.00	Each
Organic Impurities in Sand	C40	\$ 75.00	Each
Unit Weight, Loose or Rodded	C29	\$ 90.00	Each
Sand Equivalent	CTM 217, D2419	\$ 135.00	Each
Crushed Particles (fractured faces) (per sieve size)	CTM 205, D5821	\$ 90.00	Each
Flat and Elongated Particles (per sieve size)	D4791	\$ 75.00	Each
Clay Lumps and Friable Particles	C142	\$ 90.00	Each
Lightweight Pieces in Aggregate (per specific gravity)	C123	\$ 350.00	Each
Sulfate Soundness, (per sieve size)	C88	\$ 100.00	Each
Los Angeles Abrasion Test	C131, C535	\$ 250.00	Each
Durability Index	CTM 229, D3744	\$ 270.00	Each
Durability, Coarse or Fine	CTM 229, D3744	\$ 135.00	Each
Cleanness Value	CTM 227	\$ 135.00	Each
Mortar Sand Strength	CTM 515, C87	\$ 600.00	Each
CONCRETE/MASONRY			
Concrete Compression (including mold)	C39	\$ 30.00	Each
Mortar Compression (including mold)	C780	\$ 30.00	Each
Grout Compression (including mold)	C1019	\$ 30.00	Each
CLSM Compression (including mold)	D4832	\$ 40.00	Each
RCC Compression		\$ 40.00	Each
Concrete Core Compression	C42	\$ 55.00	Each
Shotcrete Core Compression (including coring)	C1604	\$ 100.00	Each
Core Height (Length/Thickness)	C1542	\$ 10.00	Each
Flexural Strength, Beam	C78	\$ 100.00	Each
Concrete Cylinder Unit Weight	C567	\$ 100.00	Each
Laboratory Trial Batch (includes 9 compression tests)	C192	\$ 2000.00	Each
Sample Cutting and Trimming (1/4 hour minimum)		\$ 80.00	Hour
CMU Dimension Verification	C140	\$ 25.00	Each
CMU Moisture Absorption/Unit Weight/Moisture	C140	\$ 70.00	Each
CMU Block Compression	C140	\$ 75.00	Each
CMU Shrinkage	C426	\$ 175.00	Each
CMU Composite Prism Compression	C1314	\$ 125.00	Each
CMU Core Shear	CBC 2105A.4/5	\$ 50.00	Each
CMU Core Compression		\$ 50.00	Each
ASPHALT CONCRETE			
Solvent Extraction, % Asphalt	D2172	\$ 200.00	Each
Gradation of Extracted Aggregate	D5444	\$ 100.00	Each
Unit Weight of Core or Briquette	CTM 308, D2726, D1188	\$ 50.00	Each
Thickness of Core	D3549	\$ 10.00	Each
Maximum Theoretical Specific Gravity (Rice Method)	D2041, CTM 309	\$ 150.00	Each
Maximum Density by Hveem Compaction (LTMD)	CTM 308	\$ 300.00	Each
Hveem Stability	CTM 366	\$ 300.00	Each
Hveem Stability (without compaction)	CTM 366	\$ 175.00	Each
AC Content by Ignition Oven	CTM 382	\$ 140.00	Each
Ignition Oven Calibration	CTM 382	\$ 300.00	Each
AC Moisture Content	CTM 370	\$ 40.00	Each
AC Air Void Determination	D3203	\$ 40.00	Each
AC VFA Determination		\$ 40.00	Each
AC VMA Determination		\$ 40.00	Each

Footnotes

- 1 Test methods listed are as follows:
 - Those beginning with a C, D, or E are ASTM International methods
 - CTM – California Test Method, California Department of Transportation
 - CARB – California Air Resources Board method
 - EPA – United States Environmental Protection Agency method
- 2 Any testing where lime or cement is used as an additive, cost of test will increase by 20%