

**Youngdahl Consulting Group, Inc.**  
**Geotechnical Engineering Consultation, Construction Observation,**  
**Material Testing and Special Inspection Services**

**AGREEMENT FOR SERVICES #8380**

**THIS AGREEMENT**, made and entered into 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 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 "Consultant").

**R E C I T A L S**

**WHEREAS**, County has determined that it is necessary to obtain a consultant to assist its Chief Administrative Office, Facilities Division by providing geotechnical engineering consultation, construction observation, material testing and special inspection services for the SB844 El Dorado County Recovery, Rehabilitation, and Reentry Placerville Jail Expansion project;

**WHEREAS**, Consultant has represented to County that it is specially trained, experienced, is an expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws and ordinances applicable to the work, including compliance with prevailing wage rates and their payment in accordance with Labor Code, section 1775;

**WHEREAS**, County has determined that the provision of such services provided by Consultant are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, section 210(b)(6), and/or Government Code section 31000;

**WHEREAS**, on August 22, 2023, Consultant was formally approved to a qualified list for as-needed professional consulting services, specifically Category D, for environmental and/or geotechnical engineering services, as the result of competitive Request for Qualifications (RFQ) #23-918-072;

**NOW, THEREFORE**, County and Consultant mutually agree as follows:

## ARTICLE I

**Scope of Work:** Consultant is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, or as identified in individual Work Orders to be issued in accordance with this Agreement, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Consultant agrees to furnish, at Consultant's own cost and expense, all personnel, subconsultants, tools, vehicles, equipment, materials, and services necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work. Consultant shall complete those services and tasks in accordance with Exhibit C, marked "Cost Proposal," incorporated herein and made by reference a part hereof.

In addition to the specific services identified in Exhibit A, this Agreement may also include additional scope of work items or Contingency Work. Such Contingency Work may supplement, expand, or otherwise modify the Scope of Work or may include tasks that are deemed critical by County's Contract Administrator to the furtherance of the project. Before proceeding with any work concerning Contingency Services under this Agreement, the parties shall identify the specific services to be provided for each assignment. The specific services for each Contingency Services work assignment shall be determined at a meeting, by email, or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the needs, applicable standards, required deliverables, specific Consultant staff, and subconsultants, if applicable. Within an agreed timeframe as determined by County's Contract Administrator, following the meeting or telephone conference, Consultant shall provide County's Contract Administrator with a written scope of work, a schedule including a list of tasks with completion dates, a target completion date for the overall scope of work, and a not-to exceed cost itemization to complete the work (resulting in a Work Order), which shall require written approval, authorization, and written notification to proceed from County's Contract Administrator, prior to commencement of the work.

The period of performance for Work Orders shall be in accordance with dates specified in each Work Order. No payment will be made for any work performed before or after the period of performance in the Work Order unless County's Contract Administrator and Consultant amend the Work Order. No Work Order will be written which exceeds the cumulative total of the not-to-exceed dollar amount of this Agreement. No Work Order will be written which extends beyond the expiration date of this Agreement.

Consultant acknowledges that the work performed must meet the approval of County, and therefore County reserves the right to monitor the work to ensure its satisfactory completion. Consultant shall receive direction from County's Contract Administrator.

Deliverables shall be submitted via electronic file and Consultant shall produce the file using Microsoft Office (MS) 365 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All

deliverables shall be submitted in the language, format and design that are compatible with and completely transferable to County's computer, and that are acceptable to County's Contract Administrator. Newer versions of software may be used, and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Consultant shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified in Exhibit A or in the individual Work Orders issued pursuant to this Agreement, as applicable. Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in ARTICLE XIX, Default, Termination, and Cancellation, herein.

Consultant shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Consultant is responsible for ensuring that its employees, as well as any subconsultant if applicable, perform the services and tasks required under this Agreement accordingly. All of the services included in the Scope of Work, or in the individual Work Orders issued pursuant to this Agreement, are the responsibility of Consultant unless specifically described as a task or item of work to be provided by County. Consultant shall be responsible for the supervision, administration, and work performed by any subconsultant for services rendered under this Agreement. 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 Consultant or its employees, agents, associates, representatives, or subconsultants.

## **ARTICLE II**

**Term:** This Agreement shall become effective from the date specified in the official Notice to Proceed with the Work, which shall be attached to this Agreement as an addendum and shall become part of this Agreement and shall expire three (3) years thereafter.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified in the individual Work Orders issued pursuant to this Agreement, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of invoices identifying the services rendered.

For the purposes hereof, the hourly billing rates for any required Contingency Work authorized under this Agreement shall be in accordance with Exhibit B, marked "Rate Schedule," incorporated herein and made by reference a part hereof.

For the purposes of budgeting the tasks in Exhibit A, the billing amounts for each task are identified in Exhibit C. In the performance of the services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit C among the various Scope of Work tasks and items of work identified (excluding Contingency Work), subject to County Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

Notwithstanding any other provision of this Agreement to the contrary, payments to Consultant and subconsultants for travel, lodging, per diem, and mileage expenses, if applicable, for Consultant's or subconsultant's claims for reimbursement shall not exceed the rates to be paid to County employees under the current Board of Supervisor's Travel Policy in effect at the time the expenses are incurred, without markup. Any individual travel expense exceeding one hundred dollars (\$100) and any work requiring overnight stay must be approved in advance by County's Contract Administrator or designee. Consultant and subconsultant are responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Consultant and subconsultant shall not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not cancelling the room and County's Contract Administrator or designee has determined that the reasons are valid. Any reimbursements for such expenses, if any, will only be made if such expenses are included in the fully executed Work Order issued pursuant to this Agreement.

Subconsultant's services authorized herein for Contingency Work shall be invoiced at Consultant's cost, with a fifteen percent (15%) markup, for the services rendered. Other direct costs included in Contingency Work, including but not limited to, materials, equipment, toll calls, printing and reproduction costs, postage, overnight or daily delivery charges, and copying costs, authorized herein shall be invoiced at Consultant's cost, without markup, for the services rendered. Rates and fees, included in such direct costs, will require prior authorization from County's Contract Administrator or successor. Any invoices that include subconsultant services and other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

The total amount of this Agreement shall not exceed \$229,873, inclusive of all Work Orders and amended Work Orders, all work of subconsultants, and all costs, taxes, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Work Orders. Contingency Work shall not exceed \$40,000.

Invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order number both on their faces. Consultant shall attach copies of any progress reports, if applicable, under the provisions of ARTICLE IX, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Consultant shall bill County for only one (1) Work Order per invoice. Invoices shall be mailed to County at the following address:

County of El Dorado  
Chief Administrative Office  
Facilities Division  
3000 Fairlane Court, Suite One  
Placerville, California 95667

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement or in the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or progress reports are received, or proceed as set forth below in ARTICLE XIX, Default, Termination, and Cancellation, herein.

#### **ARTICLE IV**

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

#### **ARTICLE V**

**Prevailing Wage:** County requires Consultant's services on public works project(s) involving local and/or state funds to which prevailing wage requirements may apply. As a consequence, Consultant shall comply with all applicable state and federal prevailing wage rates, statutes, rules, and regulations then in effect. Consultant shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the principal office of County's Chief Administrative Office, Facilities Division. Changes, if any, to the general prevailing wage rates will be available at the same location.

Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Consultant shall comply with all applicable wage requirements, as set forth in Labor Code sections 1770, et seq., 1773.2, 1775, 1776, 1810, and 1813. In accordance with the provisions of Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Consultant and any subconsultant authorized under this Agreement shall also conform to and be bound by the provisions of Labor Code sections 1810 through 1815.

#### **ARTICLE VI**

**Apprentices:** Attention is directed to Labor Code sections 1777.5, 1777.6, and 1777.7, and 8 California Code of Regulations section 200, et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Consultant or subconsultant should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of work on this Agreement. Responsibility for compliance with this Article lies with Consultant.

It is County policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

## **ARTICLE VII**

**Certified Payroll:** As required under the provisions of Labor Code section 1776, Consultant and any subconsultants, if any are authorized herein, shall keep accurate payroll records as follows:

- A. The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant or subconsultants in connection with the services provided under this Agreement.
- B. A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of Consultant as follows:
  - 1. Make available or furnish to the employee or his or her authorized representative on request.
  - 2. Make available for inspection or furnished upon request to a representative of County, the State Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State Department of Industrial Relations.
  - 3. Make available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either County, the State Division of Labor Standards Enforcement, or the State Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by Consultant, subconsultant, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Consultant.
  - 4. All consultants and subconsultants must furnish electronic certified payroll records directly to the Department of Industrial Relations.

## **ARTICLE VIII**

**Resolution of Claims:** Consultant's attention is invited to Public Contract Code section 20104, et seq., for resolution of construction claims, and specifically section 20104.2. Claims pertaining to this Agreement shall be governed by the provisions of those sections.

Your attention is directed to Public Contract Code section 9204, which describes procedures for the resolution of claims on public works projects. Among other things, section 9204 requires the claimant to furnish reasonable documentation to support a claim, requires the public entity to respond to the claim within forty-five (45) days of receipt of the claim, and allows for the claimant to demand an informal meet and confer conference for settlement of the issues in dispute. For any portion of a claim that remains in dispute, section 9204 requires submission of the claim to nonbinding mediation. Additionally, section 9204 requires the public entity to make any payment due on an undisputed portion of the claim within sixty (60) days of the public entity's written response and to pay interest at the rate of seven percent (7%) per annum on any amounts not paid in a timely manner. The claims procedures

described herein and in any other contract documents are in addition to the procedures required by section 9204 and, in the event of a conflict between those various procedures, the more stringent procedures will control.

#### **ARTICLE IX**

**Progress Reports (if applicable):** Consultant, upon request by County's Contract Administrator, shall submit written progress reports to the Contract Administrator at intervals that are commensurate with the requirements of the tasks and items of work being performed and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit written progress reports once per month. The reports shall be sufficiently detailed for the Contract Administrator to determine if Consultant is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special issues encountered so that remedies can be developed. Separate detail shall be provided for each ongoing task and for each Work Order issued, if any. Progress reports shall include the total number of hours worked by Consultant and any authorized subconsultants and shall include descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period and the anticipated tasks, work and deliverables proposed for the subsequent reporting period.

#### **ARTICLE X**

**Ownership of Data:** Upon completion or earlier termination of all services under this Agreement, or upon the completion or earlier termination of services provided in accordance with individual Work Orders issued pursuant to this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records but shall not be furnished to others without prior written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

#### **ARTICLE XI**

**Standards for Work:** Consultant and any subconsultants authorized herein, shall perform all services in a manner consistent with the level of care and skill ordinarily exercised by other members of Consultant's profession currently practicing in the same locality and under similar conditions.

All of Consultant's and subconsultant's services and deliverables must adhere to and be in full compliance with ARTICLE I, Scope of Work, and shall be made available to County for review and approval at the appropriate stages specified in the Agreement or upon request by County's Contract Administrator.

Consultant and any subconsultant authorized herein, have/has full responsibility for the accuracy and completeness of the deliverables, reports, and such other documents that may be required for the tasks or items of work assigned. Assistance, cooperation, and oversight by County or other regulatory agencies will not relieve Consultant or subconsultant of this professional responsibility.

All work must be performed, and work products prepared in a format and manner customarily anticipated by County and/or other appropriate agencies.

## **ARTICLE XII**

**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. There shall be no change in subconsultants, which shall be established at the issuance of individual Work Orders, without prior written approval by County's Contract Administrator.

## **ARTICLE XIII**

**Consultant 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 understood that this Agreement does not create an exclusive relationship between County and Consultant, and Consultant may perform similar work or services for others. However, Consultant shall not enter into any agreement with any other party or provide any information in any manner to any other party, that would conflict with Consultant's responsibilities or hinder Consultant's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

## **ARTICLE XIV**

**Confidentiality:** Consultant and any subconsultants authorized under this Agreement shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, including any subconsultants authorized herein, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Chief Administrative Office, Facilities Division, for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

## **ARTICLE XV**

**Assignment and Delegation:** Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant 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. County may, at its sole discretion, through its Contract Administrator, authorize Consultant to utilize subconsultants for services performed in ARTICLE I, Scope of Work, for the particular tasks, work and deliverables identified therein or as identified in the individual Work Orders issued pursuant to this Agreement. Said authorization and approval shall be sought and obtained by Consultant prior to subconsultants' commencement of any work under this Agreement. Specific subconsultants shall be authorized in individual Work Orders issued pursuant to this Agreement. Consultant

shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that Consultant, by this Agreement, assumes toward County.

## **ARTICLE XVI**

**Independent Consultant:** The parties intend that an independent consultant relationship will be created by this contract. Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, agents, affiliates, and subconsultants, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Consultant. Those persons will be entirely and exclusively under the direction, supervision, and control of Consultant.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Consultant performs the work or services for accomplishing the results. Consultant understands and agrees that Consultant lacks the authority to bind County or incur any obligations on behalf of County.

Consultant, including any subconsultant or employees of Consultant, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Consultant shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Consultant. Consultant shall not be subject to the work schedules or vacation periods that apply to County employees.

Consultant shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Consultant provides for its employees.

Consultant acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter and shall not make any agreements or representations on the County's behalf.

## **ARTICLE XVII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, 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 County, this Agreement and any Work Orders issued pursuant to this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

#### **ARTICLE XVIII**

**Audit by California State Auditor:** Consultant 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 Government Code section 8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, subconsultant records, and documentation necessary to demonstrate performance under the Agreement.

#### **ARTICLE XIX**

##### **Default, Termination, and Cancellation:**

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision.
  2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. 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 in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Consultant shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
2. County shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
3. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
  2. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.
  3. Consultant fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
  4. A violation of ARTICLE XXVI, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Consultant 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, or any Work Order issued pursuant to this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Consultant, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Work Order or the total amount of the Agreement, as applicable. Upon

receipt of a Notice of Termination, Consultant 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 XX

**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 in duplicate and addressed as follows:

To County:

County of El Dorado  
Chief Administrative Office  
Facilities Division  
3000 Fairlane Court, Suite One  
Placerville, California 95667

Attn.: Charles Harrell  
Facilities Division Manager

With a copy to:

County of El Dorado  
Chief Administrative Office  
330 Fair Lane  
Placerville, California 95667

Attn.: Michele Weimer  
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Youngdahl Consulting Group, Inc.  
1234 Glenhaven Court  
El Dorado Hills, California 95762

Attn.: John C. Youngdahl, President

or to such other location as Consultant directs.

## ARTICLE XXI

**Change of Address:** In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XX, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's 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 XXII

**Indemnity:** To the fullest extent allowed by law, Consultant 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, officers, or agents, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of

Consultant, its officers, agents, employees, volunteers, representatives, contractors, and subconsultants. This duty of Consultant includes the duty of defense, inclusive of that set forth in Civil Code section 2778 and is subject to any limit provided for in Civil Code section 2782.8(a) of the cost to defend charged to Consultant. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement, provided that County's failure to immediately or timely notify Consultant does not limit or waive Consultant's defense and indemnity obligations in this Article. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

The insurance obligations of Consultant are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

#### **ARTICLE XXIII**

**Insurance:** Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.

- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein 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, Consultant 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 Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant 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 thirty (30) days 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. Consultant's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Consultant 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 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. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

- N. In the event Consultant cannot provide an occurrence policy, Consultant 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. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.
- P. Consultant shall ensure that all subconsultants authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability, and professional liability insurance as specified above and shall provide County with proof of same if requested.

#### **ARTICLE XXIV**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

#### **ARTICLE XXV**

**Waiver:** No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

#### **ARTICLE XXVI**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090, et seq. and the Political Reform Act of 1974 (section 87100, et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of 2 California Code of Regulations section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall

at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, nor any officer or employee of the Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XIX, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit D, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

## **ARTICLE XXVII**

### **Nondiscrimination:**

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant and its subconsultants, if any, shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees, subconsultants, and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Consultant and its subconsultants shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.) and applicable regulations promulgated thereunder (2 California Code of Regulations section 11000, et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 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. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant's signature executing this Agreement 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 2 California Code of Regulations section 11102..

#### **ARTICLE XXVIII**

**California Residency (Form 590):** If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

#### **ARTICLE XXIX**

**County Payee Data Record Form:** All independent Consultants or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

#### **ARTICLE XXX**

**Business License:** County's Business License Ordinance provides that 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 Ordinance Code section 5.08.070. Consultant warrants and represents that it and any of its subconsultants employed under this agreement shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

#### **ARTICLE XXXI**

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

In addition, Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its

profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

#### **ARTICLE XXXII**

**California Forum and Law:** 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 XXXIII**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Charles Harrell, Facilities Division Manager, Chief Administrative Office, or successor.

#### **ARTICLE XXXIV**

**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 the obligations set forth herein.

#### **ARTICLE XXXV**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

#### **ARTICLE XXXVI**

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

#### **ARTICLE XXXVII**

**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 XXXVIII**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

#### **ARTICLE XXXIX**

**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.

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

**-- COUNTY OF EL DORADO --**

By: 

Dated: 02/28/2024


Purchasing Agent  
Chief Administrative Office  
"County"

**-- YOUNGDAHL CONSULTING GROUP, INC. --**

By:   
John Youngdahl (Feb 5, 2024 07:56 PST)

Dated: 02/05/2024

John C. Youngdahl  
President  
"Consultant"

By:   
Scott E. Youngdahl (Feb 7, 2024 09:15 PST)

Dated: 02/07/2024

Scott E. Youngdahl  
Corporate Secretary

# Youngdahl Consulting Group, Inc.

## Exhibit A

### Scope of Work

Consultant shall provide geotechnical engineering consultation, construction observation, material testing and special inspection services for the County's SB844 El Dorado County Recovery, Rehabilitation, and Reentry for the Placerville Jail Expansion project.

#### **Description of Project:**

The project shall include an expansion of the existing jail facility, consisting of a new structure along the northeast site of the existing facility. The structure will have a footprint of approximately twelve thousand five hundred (12,500) square feet, be two (2) stories, and of concrete-masonry unit (CMU) construction. The structure will be supported by a combination of conventional shallow foundations and slab-on-grade floors. The expansion project will also include improvements to the exterior of the facility including two (2) areas of refuge, a new asphalt concrete fire-access road, concrete pedestrian flatwork, CMU sitework retaining walls, and underground utility installations. Site grading is anticipated to include cuts and fills on the order of ten (10) feet. Construction of this facility is being performed by a different County contractor (Roebbelen Contracting, Inc.).

#### **Scope of Services:**

Consultant shall perform field and laboratory testing of construction materials and special inspection of construction for compliance with approved project plans, specifications, and County Building Code (C.B.C.) requirements. All testing and inspection services will be performed by International Code Council (I.C.C.) certified and approved trained technicians under the direct supervision of a registered engineer.

Consultant shall provide all personnel, labor, and materials necessary for:

1. **Earthwork:** Work performed under this task shall include observation and testing during site grading operations, observation and testing of backfill placement to assure conformance with the project plans, specifications, and geotechnical engineering study as follows:
  - a. Observation of unsuitable soils, if any, and replace with engineered fill.
  - b. Sample and perform laboratory testing or materials proposed for use to verify that materials are in compliance with project documents.
  - c. Observe and perform in-place field density tests during site grading, building pad construction, backfilling of utility trenches, retaining wall backfill, and pavement subgrade preparation in order to monitor material placement and compactive effort. Tests will be performed to allow for representative coverage of each lift of fill material placed.
  - d. Observation of foundation excavations to evaluate the suitability of the bearing materials.

2. **Structural Concrete:** Work performed under this task shall include testing and special inspection services as follows:
  - a. Reinforce steel placement observation.
  - b. Verify that the concrete mixture supplied to the project site conforms to the approved mix design specifications prior to placement.
  - c. Continuous placement observation of concrete for:
    - i. Segregation, workability, and consistency,
    - ii. Displacement of reinforcing members, and
    - iii. Proper consolidation of mix at placement site.
  - d. Sample concrete, cast cylinders and monitor the following:
    - i. Slump,
    - ii. Temperature (mixture and ambient), and
    - iii. Delivery time.
  - e. Laboratory compressive strength testing of concrete cylinders.
3. **Structural Masonry:** Work performed under this task shall include intermittent special inspection during masonry construction as follows:
  - a. Check horizontal and vertical steel placement including:
    - i. Course location,
    - ii. Laps,
    - iii. Lintel bars, anchor bars, and hook,
    - iv. Foundation ties, and
    - v. Spacing.
  - b. Check storage of masonry units, cement, lime, and mortar aggregate.
  - c. Verify surface preparation prior to masonry placement and masonry surfaces prior to mortar and grout placement.
  - d. Observation during grout placement.
  - e. Sampling of masonry units, mortar, and grout specimens for laboratory compressive strength testing.
4. **Structural Steel:** Work performed under this task shall include the following services:
  - a. Review of approved shop drawings and erection drawings.
  - b. Review of fabricator's welding procedures and welder qualifications prior to the start of work.
  - c. Verify that structural steel used is traceable with mill certificates supplied by the manufacturer or collect samples for tensile testes if unidentifiable.
  - d. Perform visual or non-destructive tests as required.
  - e. Maintain a written record indicating member identification, inspection information to include welder, date, and acceptance.
  - f. Observe joint fit-up prior to welding and verify that proper filler metals are being used.
  - g. Perform high strength bolting observation and testing.

5. **Spray Applied Fireproofing:** Work performed under this task shall include the following services:
  - a. Observation of fireproofing application.
  - b. Measurements of applied fireproofing for thickness determination.
  - c. Sampling and laboratory testing for density.
  
6. **Other:** Work performed under this task shall include the following services:
  - a. Observation of epoxy placed anchor bolts / dowels.
  - b. Observation of suspended ceiling installation.

**Deliverables:**

Submit progress reports, if requested by County's Contract Administrator, following inspections and laboratory compressive strength tests results as they become available.

**Contingency Work:**

County may require Consultant to perform additional Contingency Work. Such Contingency Work may supplement, expand or otherwise modify the Scope of Work, but not be limited to, tasks that are deemed critical by County's Contract Administrator. If Consultant's services are required for Contingency Work, County's Contract Administrator will issue separate Work Orders for Consultant to perform those tasks in accordance with the provisions of this Agreement.

# Youngdahl Consulting Group, Inc.

## Exhibit B

### Rate Schedule

PERSONNEL	HOURLY PREVAILING WAGE RATE
Principal Engineer	\$ 225.00
Senior Engineer/Geologist/Scientist	\$ 183.00
Project Engineer/Geologist/Environmental Scientist	\$ 171.00
Staff Engineer/Geologist/Scientist	\$ 161.00
Field Supervisor	\$ 161.00
Non-Destructive Testing (NDT) Special Inspector/Floor Flatness	\$ 161.00
International Code Council (ICC) Lead Special Inspector, Division of the State Architect (DSA) Masonry- Group 1 (excluding NDT)	\$ 151.00
For Non-Prevailing Wage Tasks	\$ 135.00
International Code Council (ICC)/American Welding Society (AWS)/Certified Welding Inspector (CWI)	
Certified Special Inspector- Group 2	\$ 140.00
For Non-Prevailing Wage Tasks	\$ 131.00
Soils Engineering Technician; American Concrete Institute (ACI) Groups 3 and 4	\$ 135.00
For Non-Prevailing Wage Tasks	\$ 107.00
Environmental Technician	\$ 115.00
Qualified Stormwater Pollution Prevention Plan (SWPPP) Developer (QSD)	\$ 155.00
Qualified SWPPP Practitioner (QSP)	\$ 115.00
Laboratory Manager	\$ 161.00
Senior Laboratory Technician	\$ 125.00
Laboratory Technician	\$ 103.00
Draftsperson	\$ 111.00
Clerical	\$ 105.00

BASIS OF CHARGES
<p><b>Equipment Charges:</b> All of the above rates are inclusive of routine test equipment.</p> <p><b>Exceptions:</b></p> <ul style="list-style-type: none"> <li>• Coring Machine \$200 per day</li> <li>• Generator \$75 per day</li> <li>• High Precision Global Positioning System (GPS) Receiver \$150 per day</li> <li>• Photo-Ionization Detector \$100 per day</li> <li>• Skidmore \$100 per day</li> <li>• Fireproofing Adhesion \$25 per test</li> </ul>
<p><b>Hours are billed portal to portal in accordance with the following minimum charges:</b></p> <ul style="list-style-type: none"> <li>• Times are rounded up to the nearest one-half (½) hour.</li> <li>• Two (2) hour minimum on-site charge for each site visit.</li> <li>• Four (4) hour minimum on-site charge for weekend work.</li> <li>• Two (2) hour minimum charge for work scheduled that was not cancelled by five (5) pm the day before. All times listed are Pacific Time.</li> </ul>
<p><b>Overtime:</b></p> <ul style="list-style-type: none"> <li>• Over eight (8) hours a day 1.5 x hourly rate</li> <li>• Saturdays 1.5 x hourly rate</li> <li>• Sundays and County-Recognized Holidays 2.0 x hourly rate</li> <li>• Over twelve (12) hours in one (1) day 2.0 x hourly rate</li> <li>• Night Work 5:00 p.m. - 5:00 a.m. (Pacific) \$10+ hourly rate</li> </ul>

## BASIS OF CHARGES CONTINUATION

### **Mobilization Charge:**

A mobilization charge of \$80.00 per site visit will be added for all projects requiring site visits within thirty (30) miles of our corporate yard, located at 1234 Glenhaven Court, El Dorado Hills, California 95782. For projects beyond thirty (30) miles, a mileage fee will be assessed at the current County Board of Supervisors' Travel Policy rate, portal to portal (in accordance with ARTICLE III, Compensation for Services) per visit from Consultant's corporate headquarters address (same address as corporate yard address) to the project site. Distance will be determined by Google Maps quickest calculated distance.

### **Expert Witness Services:**

Mediation, arbitration, deposition, expert witness testimony and public hearing attendance will be billed at two (2) times normal hourly rates in four (4) hour incremental blocks.

### **Rush Charges:**

An additional one (1) hour of field time at the appropriate personnel rate may be charged to expedite work which requires dispatching after 4:30 pm of the previous day, or the same day, as requested by County.

### **Large Format Plotting:**

- Color or Black & White \$0.50 per square foot

### **Miscellaneous Charges:**

- Supplies and outside services are billed in accordance with ARTICLE III, Compensation for Services.
- Airfare, rental vehicles, lodging, and meals for authorized out-of-town travel, will be charged per person per day in accordance with ARTICLE III, Compensation for Services.
- Subcontracted work will be billed in accordance with ARTICLE III, Compensation for Services.
- Projects with specialized accounting protocol required to be filled out for the client will be charged an additional four percent (4%) of the project budget.
- Copying and distribution for project reporting includes four (4) reports. If additional report copying is necessary, a \$25.00 charge will be billed for each additional report.
- Projects requiring Level C, personal protective equipment (PPE) will be charged at one point five (1.5) x normal hourly rate.
- \$10.00 surcharge may be applied to normal rates for projects where naturally occurring asbestos (NOA) is present.

## FEE SCHEDULE FOR LABORATORY SERVICES

The following contains the soils and material testing prices for services rendered by the Consultant.

Prices are valid through 2025. Unless noted, test prices include routine sample preparation, test set-up, performance of test, calculations, and reporting of results. Consultant can be reached at (916) 933-0633 for further information.

TEST	TEST METHOD(S) <sup>1</sup>	UNIT PRICE (\$)	
<b>SOILS TESTS</b>			
<b>Classification and Index Properties</b>			
Sieve Analysis, Fine with No. 200 Wash	D422, D6913, CTM 202, T88	\$ 140.00	Each
Sieve Analysis, Coarse and Fine Combined	D422, D6913, CTM 202, T88	\$ 225.00	Each
Percent Passing No. 200 Sieve	D1140	\$ 100.00	Each
Hydrometer Analysis	D422, D7928	\$ 250.00	Each
Atterberg Limits	D4318, T89, T90	\$ 225.00	Each
Moisture Content	D2216, D4643	\$ 25.00	Each
Moisture Content & Dry Density	D7263	\$ 50.00	Each
Specific Gravity	D854	\$ 250.00	Each
Soil potential of hydrogen (pH)	D4972	\$ 50.00	Each
Pinhole Dispersion	D4647	\$ 750.00	Each
Organic Content	D2974	\$ 150.00	Each
Soil Corrosion Properties*	CTM 417,422,643	\$ 200.00	Each
(*Includes Soil pH, Minimum Resistivity, Chlorides, and Sulfates)			

<b>Moisture Density Relations-Compaction</b>			
Proctor- 4"	D698, D1557, T99, T180	\$ 315.00	Each
Proctor- 6"	D698, D1557, T99, T180	\$ 315.00	Each
California Impact	CTM 216	\$ 315.00	Each
Check Point		\$ 200.00	Each

<b>Strength</b>			
Unconfined Compression	D2166	\$ 160.00	Each
Unconfined Compression, Chemically Treated	D1633 (Mod), CTM373 (Mod)	\$ 600.00	Each
Quicklime Saturation (Eades and Grim)	C977, D6276	\$ 200.00	Each
Direct Shear, 3 Points	D3080	\$ 500.00	Each
Triaxial Shear, Unconsolidated Undrained (UU)	D2850	\$ 200.00	Each
Triaxial Shear, Consolidated Undrained (CU) 3 Points	D4757	\$ 1,650.00	Set
Resistance "R-Value"	CTM 301, D2844	\$ 350.00	Each
Sample Preparation		\$ 98.00	Hour

<b>Hydraulic Conductivity</b>			
Flexible Wall Permeability	D5084	\$ 375.00	Each
Permeability (>10 <sup>-3</sup> )	D2434	\$ 375.00	Each

<b>Consolidation/Swell</b>			
Consolidation (6 points + rebound)	D2435	\$ 475.00	Each
One-Dimension Swell or Collapse	D4546, Method A	\$ 400.00	Each
One-Dimension Swell or Collapse	D4546, Method B	\$ 185.00	Each
One-Dimension Swell or Collapse	D4546, Method C	\$ 500.00	Each
Expansion Index	D4829	\$ 225.00	Each

Notes
<p>1 Test methods listed are as follows:</p> <ul style="list-style-type: none"> <li>• Those beginning with a C, D, or E are American Society for Testing and Materials (ASTM) International methods</li> <li>• CTM - California Test Method, California Department of Transportation</li> <li>• Those beginning with a T are American Association of State Highway Transportation Officials (AASHTO) methods</li> <li>• Those beginning with an MS are Asphalt Institute methods</li> </ul> <p>2 Any testing where lime or cement is required to be added, cost of test may be increased by twenty percent (20%)</p> <p>3 Rush Fee: One hundred fifty percent (150%) of standard unit price</p>

TEST	TEST METHOD(S) <sup>1</sup>	UNIT PRICE (\$)
<b>AGGREGATE TESTS</b>		
Sieve Analysis - Coarse (without wash)	C136, CTM 202, T27	\$ 120.00 Each
Sieve Analysis - Fine (including wash)	C136, CTM 202, T27	\$ 140.00 Each
Sieve Analysis - Coarse and Fine Combined	C136, CTM 202, T27	\$ 225.00 Each
Percent Passing No. 200 Sieve	C117, T11	\$ 100.00 Each
Specific Gravity and Absorption, Coarse	C127	\$ 100.00 Each
Specific Gravity and Absorption, Fine	C128	\$ 150.00 Each
Organic Impurities in Sand	C40	\$ 50.00 Each
Unit Weight, Loose or Rodded	C29	\$ 90.00 Each
Sand Equivalent	CTM 217, D2419	\$ 175.00 Each
Crushed Particles (fractured faces) ( <i>per sieve size</i> )	CTM 205, D5821	\$ 100.00 Each
Flat and Elongated Particles ( <i>per sieve size</i> )	D4791	\$ 100.00 Each
Clay Lumps and Friable Particles	C142	\$ 100.00 Each
Los Angeles Abrasion Test	C131, C535	\$ 250.00 Each
Durability Index	CTM 229, D3744	\$ 280.00 Each
Durability, Coarse or Fine	CTM 229, D3744	\$ 140.00 Each
Cleanness Value	CTM 227	\$ 140.00 Each
Mortar Sand Strength	CTM 515, C87	\$ 750.00 Each

<b>CONCRETE/MASONRY TESTS</b>		
Concrete Compression (including mold)	C39	\$ 40.00 Each
Mortar Compression (including mold)	C780	\$ 40.00 Each
Grout Compression (including mold)	C1019	\$ 60.00 Each
CLSM Compression (including mold)	D4832	\$ 40.00 Each
Concrete Core Compression	C42	\$ 70.00 Each
Shotcrete Core Compression (including coring)	C1604	\$ 100.00 Each
Core Height (Length/Thickness)	C1542	\$ 10.00 Each
Modulus of Elasticity	C469	\$ 250.00 Each
Flexural Strength, Beam	C78	\$ 100.00 Each
Laboratory Trial Batch (includes nine [9] compression tests)	C192	\$ 2000.00 Each
Concrete Drying Shrinkage (set of three [3])	C157 (Mod)	\$ 500.00 Each
Sample Cutting and Trimming (1/4 hour minimum)		\$ 90.00 Hour
CMU Dimension Verification	C140	\$ 55.00 Each
CMU Moisture Absorption/Unit Weight/Moisture	C140	\$ 75.00 Each
CMU Block Compression	C140	\$ 100.00 Each
CMU Composite Prism Compression	C1314	\$ 175.00 Each
CMU Core Shear	CBC 2105A.4/5	\$ 60.00 Each

<b>ASPHALT CONCRETE TESTS</b>			
Solvent Extraction, % Asphalt	D2172, T164	\$ 250.00	Each
Gradation of Extracted Aggregate	D5444, T30	\$ 175.00	Each
Unit Weight of Core or Briquette	CTM 308, D2726, D1188, T166, T275	\$ 50.00	Each
Thickness of Core	D3549	\$ 10.00	Each
Theoretical Maximum Specific Gravity (Rice Method)	D2041, CTM 309, T209	\$ 175.00	Each
Asphalt Content (AC) Moisture Content	CTM 370, T329	\$ 50.00	Each
AC Air Void Determination	D3203, T269	\$ 50.00	Each
AC Voids Filled with Asphalt (VFA) Determination	MS-2	\$ 50.00	Each
AC Voids in Mineral Aggregate (VMA) Determination	MS-2	\$ 50.00	Each

<b>MISCELLANEOUS</b>			
Fireproofing Density Test	E605	\$ 100.00	Each
Non-Masonry Mortar/Grout Compression Test	C579	\$ 40.00	Each

**Youngdahl Consulting Group, Inc.**

**Exhibit C**

**Cost Proposal**

<b>EARTHWORK (ON-SITE):</b>	
	COST
Building Pad Construction/Site Grading Testing and Observation	\$16,200.00
Utility Trench/Wall Backfill Testing and Observation	\$16,200.00
Pavement Subgrade and Aggregate Base	\$2,160.00
Shallow Foundation Excavation Observation	\$1,620.00
Trip Charge	\$3,760.00
Laboratory Testing:	
Compaction Curve (ASTM D698/D1557-A, B, or C)	\$2,520.00
EID Suite (S/A, Durability, Curve, SE)	\$855.00
<b>Subtotal:</b>	<b>\$43,315.00</b>

<b>STRUCTURAL CONCRETE:</b>	
	COST
Reinforcing Steel Sampling	\$2,240.00
Reinforcing Steel Observation	\$7,840.00
Concrete Placement Observation and Sampling	
Shallow Foundations	\$2,240.00
Floor Slabs	\$2,240.00
Second Floor Deck (two inspectors = 4)	\$4,480.00
Elevator Pit	\$1,120.00
CIP Walls	\$4,480.00
High Strength Grout Observation and Sampling	\$560.00
Concrete/Grout Sample Collection	\$3,638.00
Trip Charge	\$4,320.00
Bend & Tensile Test - Reinforcing Steel	\$2,000.00
Compression Test - High Strength Grout Samples	\$360.00
Compression Test - Concrete Cylinder	\$5,920.00
<b>Subtotal:</b>	<b>\$41,438.00</b>

<b>STRUCTURAL MASONRY:</b>	
	COST
Reinforcing Steel Sampling	\$2,240.00
Reinforcing Steel Observation (At time of grout)	\$2,520.00
Grouting Observation and Sampling	\$17,640.00
Masonry Sample Collection (performed within the same visit as above)	\$3,852.00
Trip Charge	\$3,200.00
Bend & Tensile Test - Reinforcing Steel	\$1,600.00
Moisture & Absorption - Masonry Units	\$450.00
Compression Test - Masonry Units	\$300.00
Compression Test - Mortar Sample	\$400.00
Compression Test - Grout Sample	\$4,320.00
	<b>Subtotal: \$36,522.00</b>

<b>STRUCTURAL STEEL:</b>	
	COST
Shop Welding Observation	\$22,400.00
Field Welding Observation	\$11,200.00
High Strength Bolting Observation	\$2,240.00
NOT-Ultrasonic Testing	\$2,576.00
Trip Charge	\$3,040.00
	<b>Subtotal: \$41,456.00</b>

<b>SPRAY APPLIED FIREPROOFING:</b>	
	COST
Fireproofing Observation, Sampling, and Testing	\$4,480.00
Adhesion Test - Inplace Fireproofing	\$750.00
Density Test - Fireproofing Sample	\$3,000.00
Trip Charge	\$640.00
	<b>Subtotal: \$8,870.00</b>

<b>OTHER:</b>	
	COST
Epoxy Anchor Installation	\$5,600.00
Observation Trip Charge	\$800.00
	<b>Subtotal: \$6,400.00</b>

TECHNICIAN SCHEDULING, MANAGEMENT, AND REPORT PREPARATION:	
	COST
Pre-Construction/Site Meetings	\$732.00
Supervisory Oversight/Letters	\$10,980.00
Trip Charge	\$160.00
<b>Subtotal:</b>	<b>\$11,872.00</b>

CONTINGENCY:	
	COST
Contingency Services	\$40,000.00
<b>Subtotal:</b>	<b>\$40,000.00</b>

**Contingency Work:** For the purposes hereof, Contingency Work, if authorized, shall not exceed \$40,000.

**TOTAL ESTIMATED COST: \$229,873.00**

All expenses and their distribution among tasks are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the scope of services to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various Scope of Work tasks and items of work (excluding Contingency Work), subject to County Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement, be exceeded.

Consultant shall bill monthly according to the percentage of work completed. Completion of the percentage of work identified herein shall be solely determined by County's Contract Administrator.

**Youngdahl Consulting Group, Inc.**

**Exhibit D**

**California Levine Act Statement**

**California Levine Act Statement**

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES  NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES  NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

02/05/2024

Date

Youngdahl Consulting Group, Inc.

Type or write name of company

  
John Youngdahl (Feb 5, 2024 07:56 PST)

Signature of authorized individual

John Youngdahl

Type or write name of authorized individual