

PROPOSAL - STORM WATER POLLUTION PREVENTION CONSULTING

To	Ani Bhattacharyya Three Rivers Levee Improvement Authority Government Center 915 Eighth Street, Suite 125 Marysville, CA 95901-5273	Project & Location	Storm Water Pollution Prevention Consulting Services Levee Repair Project Phase 2 (Western Pacific Interceptor Canal) and Phase 3 (Bear River Setback Levee) Yuba County, California
Phone	(530) 749-5420	Date	12 October 2005
Fax	(530) 749-5424	Proposal #	EP05348

UNDERSTANDING AND APPROACH

We understand that prior to our preparing this scope of work the Three Rivers Levee Improvement (TRLIA) has received a verbal notice from the Regional Water Quality Control Board (RWQCB) that the existing SWPPP documents and on-site implementation may be inadequate for the actual site conditions. TRLIA has requested that we provide a third party review of the SWPPP documentation and SWPPP implementation and provide suggestions to bring the site into compliance with SWRCB Order No. 99-08-DWQ. Our scope will be limited to consulting regarding the temporary erosion and sediment controls pertinent to the actual construction process. We will not be providing any consulting regarding post construction stabilization or general geotechnical stability of the project.

TASK	SCOPE OF WORK	ESTIMATED COST
1.0	On-site meeting and site review: Complete a site reconnaissance with a construction management representative and review the SWPPP plan on-site. In addition, we request that a copy of the SWPPP, pertinent reference documentation and construction schedules be provided for our use.	\$ 600.00
2.0	Prepare a written Summary of our observations: Following completion of the site review we would prepare a written summary of the observation and provide suggestions if any which could be implemented to assist in bringing the site into compliance with SWRCB Order NO 99-08-DWQ.	\$ 500.00
ESTIMATED TOTAL		\$ 1,100.00

LIMITATIONS

This proposal represents a limited scope of work and does not include: Design or preparation of a SWPPP, consulting for general stability or post construction levee stabilization. It is the responsibility of the Client to disclose any other regulatory or design issues that may effect the Erosion and Sediment Control Options for the site (including but not limited to: 404 and 1602 permit obligations, habitat restoration or levee design issues).

Youngdahl Consulting Group, Inc. will prepare provide recommendations with a level of care consistent with the standards of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services will be performed. No warranty or guarantee, expressed or implied, is part of the services offered by this proposal. Youngdahl Consulting Group, Inc. assumes that TRLIA, it's personnel and contractors involved with this scope of work understand the risks involved in Storm Water Quality Compliance and are prepared to address those risks relative to production schedules and project cost concerns and has or will retain knowledgeable contractors and supervisors for implementation of SWPPP elements. In the event that scheduling, site conditions, contractor operations or BMP implementation vary from those anticipated in the in documents prepared by



Consulting Group, Inc., we should be retained for additional on-site consulting services and preparation of revised documents. Acceptance of this proposal will indicate that the client has reviewed the scope of service.

CLOSING

Youngdahl Consulting Group, Inc. is committed to a long-term strategy for Storm Water Compliance Consulting consisting of positive client/regulator associations and continued education of our staff.

Following review of this proposal and attached contract, please sign both copies of the attached contract and return to our office. A faxed signed copy will be considered authorization to proceed with this scope.

We appreciate the opportunity to submit this proposal. After you have reviewed the contents, please feel free to contact us at your convenience.

Very truly yours,
Youngdahl Consulting Group, Inc.

Mike Sweeney, P.G., CPESC
Project Manager

John Youngdahl, P.E.
Principal Engineer

enc: Contract; 2005 Fee Schedule for Professional Services

CONTRACT FOR STORM WATER QUALITY CONSULTING

We are pleased to acknowledge the following work assignment. Please sign below where indicated as a basis of mutual understanding as to the terms and/or conditions of the assignment.

NAME OF PROJECT	Levee Repair Phase 2 and 3	PROJECT NO.	EP05348	
STREET LOCATION	Highway 70, Yuba County	DATE	12 October 2005	
CLIENT NAME	Three Rivers Levee Improvement Authority Government Center 915 Eighth Street, Suite 125 Marysville, CA 95901-5273	PREPARED BY	MES	C
			ADDRESS	
AUTHORIZED BY	Ani Bhattacharyya			
SCOPE OF WORK	As described in the attached proposal dated 12 October 2005.			
FEES TO BE CHARGED	As described in the attached proposal dated 12 October 2005. Any additionally requested services associated with the completion of the scope of work will be billed on a time and materials rate in conformance with our current fee schedule.			

TERMS & CONDITIONS:

1. **Youngdahl Consulting Group, Inc.** agrees to perform services and **CLIENT** agrees to pay for and in consideration of the performance set forth in this Contract.

2. **INVOICING-** Invoices will be submitted at completion of work or progressed billed monthly, whichever, would be applicable. Invoices are due and payable upon presentation.

In general, payment will be required on work performed, therefore, payment is not contingent upon client's receipt of payment from other parties.

All invoices will be charged at the current fee schedule for professional and laboratory services prevailing at the time services are rendered. A finance charge of one percent (1%) per month and a thirty dollar (\$30.00) per month non-refundable service charge may be applied to the outstanding balance for accounts not paid within forty-five (45) days of the invoice.

3. **PAYMENT-** Clients without existing credit established with **Youngdahl Consulting Group, Inc.** may be required to submit advanced payments.

In the event payment is not made when due and it becomes necessary to commence suit to collect amounts due, client agrees to pay interest, collection company's fees, plus attorney's fees as the court may deem reasonable. It is our policy to place a mechanics lien against the property for the amount owed after 60 days from the date of billing. A \$ 75.00 lien fee will be added to the amount owed. **Youngdahl Consulting Group, Inc.**'s estimates of cost and schedule are for **CLIENT**'s budgeting and planning purposes. Cost and schedule estimates are based upon information made available to **Youngdahl Consulting Group, Inc.** at the time of Contract generation. **Youngdahl Consulting Group, Inc.** will endeavor to perform the services and accomplish the objectives within the estimated cost and schedule. **Youngdahl Consulting Group, Inc.** will notify **CLIENT** upon the discovery of changes or any other unforeseen circumstances that may impact cost and schedule.

4. **CLIENT INFORMATION-** **CLIENT** accepts the liability for the accuracy and completeness of information, (including, but not limited to, specifications, workplans, drawings, maps, surveys, reports, historical land usage and operations, results of previous site investigations and surface or subsurface conditions affecting the site) supplied by **CLIENT** or its agents to **Youngdahl Consulting Group, Inc.** and acknowledges that **Youngdahl Consulting Group, Inc.** is relying upon such information or data in the preparation of this proposal and/ or in performance of the resulting contract without further verification by **Youngdahl Consulting Group, Inc.** as to its accuracy or completeness. **Youngdahl Consulting Group, Inc.** shall be entitled to an equitable adjustment to the contract price and schedule to compensate for any inaccurate or incomplete information supplied by **CLIENT**.

5. **JOBSITE HEALTH & SAFETY-** **Youngdahl Consulting Group, Inc.** is responsible solely for its own employees' activities on the jobsite, but this shall not be construed to relieve **OWNER** or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of **Youngdahl Consulting Group, Inc.** nor the presence of **Youngdahl Consulting Group, Inc.** or his employees and subcontractors, shall be construed to imply **Youngdahl Consulting Group, Inc.** has any responsibility for methods of work performance, superintendence, sequencing of

construction, or safety in, on or about the jobsite.

6. **PROJECT REPORTING** - When typewritten reports or site monitoring reports are produced for a project as specified in the scope of work, all documents shall be retained in our files for a period of time concordant with the applicable regulatory requirements or *Youngdahl Consulting Group, Inc.* general policies, whichever is longer. Generally, all field reports or documents used to develop typewritten reports or recommendations will be purged from our files following completion of our scope of work. Retention of documents by *Youngdahl Consulting Group, Inc.* should not be construed as relieving the CLIENT of regulatory obligations for record keeping.

All reports associated with Site Monitoring and Storm Water Sampling, if within the scope of work, would typically be submitted to CLIENT as described in the attached proposal. All corrective actions or authorization of Best Management Practice maintenance resulting from observations made by *Youngdahl Consulting Group, Inc.* shall be the responsibility of CLIENT.

7. **EXISTING SITE CONDITIONS**- CLIENT acknowledges that *Youngdahl Consulting Group, Inc.* has played no part in the creation of any hazardous waste, pollution sources, nuisance, chemical or industrial disposal problem, or drainage deficiencies, if any, which may exist and that *Youngdahl Consulting Group, Inc.* has been retained for the sole purpose of assisting the CLIENT in assessing any problem which may exist and in formulating a mitigation program, if such is within the scope of work. It is recognized and agreed that *Youngdahl Consulting Group, Inc.* has assumed responsibility only for making the investigation, and providing consultation, subsequent reports and recommendations to the CLIENT. The responsibility for making any disclosures or reports to any third party and for taking corrective, remedial or mitigative action or authorizing additional work associated with the results of any investigations shall be solely that of the CLIENT and/or OWNER unless specifically called out as a contract line item requirement.

8. **ACCESS TO SITE**- CLIENT is responsible to obtain permission for entrance to any properties involved with the proposed work by third parties, and upon acquiring this permission, grants *Youngdahl Consulting Group, Inc.* and its subcontractors access and authority to enter the property to fulfill the scope of services called for by this Contract. *Youngdahl Consulting Group, Inc.* will take reasonable precautions to minimize damage to the property and adjoining properties. CLIENT understands and agrees that the use of subsurface exploration equipment may unavoidably cause some damage, the correction of which is not a part of this Contract. CLIENT also understands that the discovery of certain conditions may result in a reduction of the property's value.

Unless otherwise specifically agreed to in writing by both parties, CLIENT will obtain, if necessary, any adjoining property owners written approval for access to their property.

9. **CHANGED CONDITIONS**- CLIENT may at any time, by written order, and within the general scope of this contract, make changes to the services called for hereunder. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the Contract shall be modified in writing accordingly. In addition, *Youngdahl Consulting Group, Inc.* shall be entitled to an equitable adjustment for any actions, omissions, or directions by the CLIENT which cause an increase to the cost of or the time required for the performance of any part of the work under this Contract, whether or not directed in writing by the CLIENT.

10. **LIABILITY**- *Youngdahl Consulting Group, Inc.* shall perform professional services hereunder in accord with generally accepted professional practice of its profession within the area where the work is performed. No warranty or representation of quality or result, either express or implied, is included or intended in our proposal, agreement or reports. Any and all reports or other findings, conclusions or recommendations provided to CLIENT by *Youngdahl Consulting Group, Inc.* shall be strictly subject to the conditions and limitations stated therein. Any material departure from such conditions or limitations by CLIENT shall relieve *Youngdahl Consulting Group, Inc.* of any liability which would otherwise arise in connection with such reports or recommendations.

The liability of *Youngdahl Consulting Group, Inc.*, its employees and subconsultants, 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 or the fee to be paid by CLIENT for the scope of work described in this Agreement, whichever is less. At CLIENT'S election, *Youngdahl Consulting Group, Inc.* will waive this limitation on liability in consideration of the payment by CLIENT to *Youngdahl Consulting Group, Inc.* of the greater of \$1,300.00 or 10% of the estimated (or agreed upon) cost of the scope of work described in this Agreement. This provision shall apply to all work performed by *Youngdahl Consulting Group, Inc.* in connection with the Project whether or not the entire scope of such work is described herein. CLIENT'S fee for such waiver, in the sum of \$1,300.00, shall be payable in full upon execution of this Agreement. Failure to remit payment immediately with return of this document shall render null and void CLIENT'S election to purchase such waiver of the limitation of liability. CLIENT'S ELECTION TO PURCHASE A



WAIVER OF LIMITATION OF LIABILITY SHOULD BE INDICATED BY INITIALING HERE: ____.

11. **CONFIDENTIALITY-** *Youngdahl Consulting Group, Inc.* agrees to keep confidential and not to knowingly disclose to any person or entity, other than employees and subcontractors performing hereunder, without the prior consent of **CLIENT**, any data or information not previously known to and generated by *Youngdahl Consulting Group, Inc.*, or furnished to *Youngdahl Consulting Group, Inc.* and marked "CONFIDENTIAL" by **CLIENT** in the course of performance hereunder; provided, however, that this provision shall not apply to data which are in the public domain, or which were acquired by *Youngdahl Consulting Group, Inc.* independently from third parties not under any obligation to **CLIENT** to keep such information confidential. **CLIENT** agrees that *Youngdahl Consulting Group, Inc.* may use and publish **CLIENT**'s name and a general description of services performed with respect to the project in describing *Youngdahl Consulting Group, Inc.*'s experience and qualifications to other clients and prospective clients.
12. **NON-DISCLOSURE AGREEMENT-** The technical and pricing information contained in any proposal submitted by *Youngdahl Consulting Group, Inc.* as to this project, or in this Contract or any addendum thereto, is to be considered confidential and proprietary, and shall not be released, disclosed, or otherwise made available to any third party without the express written consent of *Youngdahl Consulting Group, Inc.*. Any reports, documents or findings that are presented or delivered to **CLIENT** in complete or partial fulfillment of this agreement shall become the property of **CLIENT**. **CLIENT** acknowledges that dissemination or reuse of *Youngdahl Consulting Group, Inc.* reports or data outside the scope and intent of the Contract will be at **CLIENT**'s sole risk and liability.
13. **DELAYS-** If the performance of all or any part of the work is for an unreasonable period of time suspended, delayed, or interrupted by **CLIENT** or its employees, subcontractors, or agents, or other causes beyond *Youngdahl Consulting Group, Inc.*'s control in the performance of this Contract, *Youngdahl Consulting Group, Inc.* shall be entitled to an equitable adjustment in cost and schedule.
14. **FORCE MAJEURE-** Neither party shall be deemed in default of this Contract or any order hereunder to the extent that any delay or failure in the performance of its obligations (other than payment of money) results from any causes beyond its reasonable control and without its fault or negligence. Examples of such include, but are not limited to (1) Acts of God or the public enemy, (2) Acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) embargoes, (9) earthquakes and (10) unusually severe weather.
15. **CONFORMANCE WITH LAW-** The validity, performance and construction of this Contract shall be governed and interpreted in accordance with the laws of the State of California applicable to contracts.
16. **ASSIGNMENT-** There shall be no assignment of the rights or obligations in this agreement by either party without the written consent of the other party and any assignment absent such consent shall be null and void, and shall render the corresponding duties and obligations of the other party null and void.
17. **STANDARD OF SERVICES -** Services performed by *Youngdahl Consulting Group, Inc.* under this Contract shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions.
18. **PRIVILEGED TO TERMINATE -** Each party shall be privileged to terminate this agreement by giving the other party seven (7) days prior written notice thereof. In the event of termination by **CLIENT**, *Youngdahl Consulting Group, Inc.* shall be paid for all services performed prior to the date of termination. In the event of termination by *Youngdahl Consulting Group, Inc.*, *Youngdahl Consulting Group, Inc.* shall be paid for the value of services performed prior to the date of termination as a percentage completed of the total scope of work. In either event, **CLIENT** will be liable for all costs through such termination, including all costs of settling and paying claims arising out of any subcontracts hereunder.
19. **PROJECT SCHEDULING -** The **CLIENT** acknowledges that the scheduling of services is the responsibility of the **CLIENT**, client's representative, or the contractor performing the work to be observed. Scheduling for services should be made a minimum of 24 hours in advance, or a rush charge may apply.

Site monitoring and Storm Water Sampling, if within the scope of work and directed by the **CLIENT**, typically would be provided on an "as necessary basis" in conformance with regulatory requirements. Any alteration to the regulated schedule shall be at the discretion of **CLIENT**.

20. **LIMITATIONS OF PROPOSED WORK -** It is recognized that Storm Water Quality Consulting is not an exact field although a number of industry standards have been developed for evaluating conformance with regulatory requirements, and that there is



always a certain degree of uncertainty associated with Storm Water Quality Consulting and Best Management Practice Design and associated construction. It is almost a certainty that there are conditions within the sites or conditions of the construction schedule that will not be discovered or known during the initial site assessment and there is a good possibility that should these unknown conditions be known to **Youngdahl Consulting Group, Inc.**, that they could modify and change opinions that will be reached. There is also a possibility that these undiscovered conditions may cause unexpected extra costs to be incurred or failures to incur. These are risks which **Youngdahl Consulting Group, Inc.** cannot relieve the **CLIENT**, and risks of which **Youngdahl Consulting Group, Inc.** does not assume.

The conclusions and recommendations reached by **Youngdahl Consulting Group, Inc.** will be based on generally accepted industry standards and factors of safety, taking into consideration cost vs. risk factors. **Youngdahl Consulting Group, Inc.** will try to advise **CLIENT(s)** of the factors of safety calculated so that the **CLIENT** can also participate in the cost vs. risk considerations. **CLIENT** confirms that he is aware that designs can almost always be made safer at additional expense. The **CLIENT** agrees that he is willing to assume reasonable risks in return for cost savings. **Youngdahl Consulting Group, Inc.** will generally be guided by **CLIENT's** desire for cost effective construction subject to normal limitations of public health and safety.

21. **MAINTENANCE** - The **CLIENT** acknowledges that **CLIENT's** maintenance of the existing, as well as recommended Best Management Practices (BMPs), are necessary for the proper function and intent of those BMPs. Failure to maintain such BMPs could result in property damage or regulatory actions and the necessity for additional remedies.
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I, _____, the Client/Owner or Client/Owner representative, have read, understand and, hereby authorize Youngdahl Consulting Group, Inc. on this day of _____(month/day/year), to perform such Services as set forth in this Contract.

PROPERTY APN NO: _____

PROPERTY OWNER NAME: _____

ADDRESS: _____

PHONE No.: _____

FAX No.: _____

BILLING INFORMATION If same as Property Owner

CLIENT NAME: _____

MAILING ADDRESS: _____

PHONE No.: _____

FAX No.: _____

I also hereby verify that the stated property Owner(s) is the actual property Owner(s) to the best of my knowledge, and that the property Owner(s) is aware of Youngdahl Consulting Group, Inc. intentions of aforementioned site activities.

Youngdahl Consulting Group, Inc.

AGREED TO AND ACCEPTED

BY: _____

AUTHORIZING SIGNATURE

JOHN YOUNGDAHL
PRESIDENT

BY: _____

AUTHORIZING SIGNATURE

Client Name (Print)

Title

Date

