

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for Consulting services ("Agreement") is made as of the Agreement Date set forth below by and between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY of Yuba, a political subdivision of the State of California ("the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY"), and Bookman-Edmonston, a division of GEI Consultants, Inc. ("CONTRACTOR")

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A.1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A.2 through A.3.

2. TERM.

Commencement Date: December 6, 2005

Termination Date: December 30, 2009

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of this Agreement shall be automatically extended from the termination date for ninety days. The purpose of this automatic extension is to allow for continuation of services, and to allow THREE RIVERS LEVEE IMPROVEMENT AUTHORITY time in which to complete a novation or renewal contract for CONTRACTOR and THREE RIVERS LEVEE IMPROVEMENT AUTHORITY approval.

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to this Agreement will be purchased by THREE RIVERS LEVEE IMPROVEMENT AUTHORITY under a new agreement following expiration or termination of this Agreement, and CONTRACTOR waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONTRACTOR.

3. PAYMENT.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A.4.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

Charles K. McClain, Executive Director, is the representative of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and will administer this Agreement for the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. Raymond D. Hart, Sr. Vice President is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions

9. TERMINATION. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and CONTRACTOR shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on
December 13, 2005.

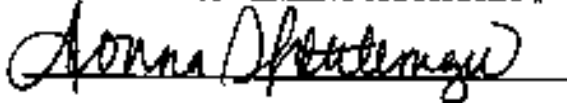
THREE RIVERS LEVEE IMPROVEMENT
AUTHORITY


Richard Webb, Chair

BOOKMAN-EDMONSTON, A DIVISION
OF GEI CONSULTANTS, INC.


Raymond D. Hart
Senior Vice President

ATTEST:
DONNA STOTTLEMEYER
SECRETARY, THREE RIVERS
LEVEE IMPROVEMENT AUTHORITY



APPROVED AS TO FORM:
DANIEL G. MONTGOMERY
COUNTY COUNSEL



ATTACHMENT A

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY SCOPE OF WORK FOR ALTERNATIVES ANALYSIS FOR EAST BANK FEATHER RIVER LEVEE REPAIRS

1 BACKGROUND

Beginning in 1997, the Yuba County Water Agency (Agency) initiated a series of studies of facilities to add to the flood protection provided by levees on the Feather and Yuba Rivers and from operation of New Bullards Bar Reservoir and Lake Oroville. This work led to the Report on Feasibility of Yuba-Feather Supplemental Flood Control Project, June 2003, and in the Final Environmental Impact Report (EIR) for the Yuba-Feather Supplemental Flood Control Project, January 2004. The EIR was certified by the Board of the Agency on March 23, 2004. The goal of the Agency is to develop protection in stages against a flood with a 1:500 Annual Exceedence Probability (AEP).

The feasibility report identified the following elements of the Yuba-Feather Supplemental Flood Control Project (Y-FSFCP).

- Controlled Surge of Lake Oroville for Additional Flood Control
- Thermalito Afterbay Emergency Reoperation for Flood Control
- New Bullards Bar Reservoir Outlet Capacity Increase
- New Colgate Powerhouse Tailwater Depression
- Feather River Setback Levees (in Yuba County)
- Forecast-Coordinated Operation for Yuba and Feather Rivers

The Feather River Setback Levees were evaluated for two reaches: Above Star Bend and Below Star Bend. The potential environmental effects of the setback levees could not be fully identified until a detailed proposal for land ownership, management, and land uses in the levee setback areas was developed. Therefore, a two-tier process was developed with effects evaluated at the programmatic level in the Y-FSFCP EIR and plans for a future project-level EIR in conjunction with supplemental feasibility studies.

Flood operation studies revealed that existing levees along the Feather River would have a risk of overtopping with a 1:185 AEP event.

With a grant from the Water Act of 2000, additional studies of levee setbacks on the Feather River were initiated. It was expected that the project-specific EIR would be completed as part of these additional studies. During this study period, the Department of Water Resources (DWR) issued preliminary findings in May 2003 that the levees along the Bear River and Western Pacific Interceptor Canal (WPIC) had insufficient freeboard to pass the project design flood and would not provide sufficient protection for the Plumas Lake Development. Work was initiated by the Agency and the newly created Three Rivers Levee Improvement Authority (TRLIA) to

evaluate the extent of levee freeboard deficiency and levee structural problems.

In light of the urgent need for measures on the Bear River, studies were undertaken with an additional grant from the Water Act of 2000. TRLIA used local funds to study and design improvements to the Yuba River, Upper Bear River, and the WPIC.

Analyses of the Lower Bear River (from the mouth to near State Highway 70) included raising and strengthening the existing levee and three alternative alignments to connect a setback levee to the Feather River levee. Critical deficiencies in the Feather River were being corrected by the U.S. Army Corps of Engineers (Corps) under Phase 2 of the System Evaluation Project, Site 7 Extension. The Bear River setback levee studies concluded that a tie-in to the Feather River below Site 7 Extension work at Reclamation District No. 784 (RD 784) Pumping Station 2 would be the best solution. This work, in combination with work by the Corps, was expected to provide protection along the Feather River, Bear River, and WPIC against an event in the order of 1:200 AEP.

However, recent studies by the Corps and TRLIA indicate that several reaches of the left (east) Feather River levee between the mouth of the Yuba River and Pump Station No. 2 may not satisfy geotechnical criteria for seepage at the 1:100 AEP water surface. Most recently, a draft Problem Identification Report (PIR) prepared by Kleinfelder for TRLIA addressed the left bank levee from approximate project levee mile (PLM) 13.3 near Pump Station No. 2 to the beginning of the Yuba River left bank levee at approximate PLM 26.1. The purpose of the PIR was to perform a feasibility-level evaluation of the subsurface geotechnical conditions and levee conditions in accordance with Federal Emergency Management Agency (FEMA) requirements. The conclusions of the PIR indicate that portions of the subject levee do not currently meet FEMA geotechnical certification requirements for through-seepage or underseepage.

2 OBJECTIVES

The objectives of the Feather River Levee Repair Project are (1) to secure flood protection for at least a flood event with a 0.5 percent (or 1 in 200) annual chance of exceedance for the left levee of the Feather River between PLM 13.3 (Pump Station No. 2) and PLM 26.1 (at PLM 0.0 of the Yuba River left levee), (2) to secure FEMA certification of the subject levee, (3) to achieve these objectives as soon as possible, and (4) to incorporate environmental enhancement benefits as appropriate. The levee reach under study is shown on Figure 1.

The objective of this Alternatives Analysis is to evaluate designs, costs, and potentially significant environmental effects of alternatives to accomplish the above objectives. If Task 10, Economic Analysis, is included in this scope, benefits would be estimated and financing options evaluated. The proposed scope including Task 10 would enable TRLIA to seek supplemental financing from state agencies that will require demonstration of economic justification.

3 APPROACH

Primary alternatives for upgrading the left bank Feather River levee include (1) strengthening and potentially raising the levee, and (2) strengthening certain segments and replacing other

segment(s) of the existing levee with a new levee located at some distance from the existing levee. This second option is referred to herein as a "setback levee." Also, in the context of this scope, the term "levee strengthening" is a general term that means levee modifications to improve seepage and/or stability deficiencies.

In previous feasibility studies for the Bear River Setback Levee and the Y-FSFCP, it was found that setting back the existing left bank Feather River levee below Star Bend would not provide benefits upstream to the Yuba River, and that the Bear River setback levee, now under construction, already accomplishes much of what a levee setback below Star Bend would provide. Therefore, the proposed approach for the segment of the levee below Star Bend will consist of strengthening and potentially raising the existing levee to meet project objectives.

On the other hand, previous feasibility studies also indicated that significant additional flood reduction benefits and environmental restoration benefits would derive from setting back a segment of levee above Star Bend. A project that involves consideration of a setback levee could generate funding support from environmental interests, various agencies of the State of California, and the Corps if federal funding is requested. Therefore, the approach for repair for the levee above Star Bend will be to evaluate the two alternatives, levee strengthening and levee setback.

The proposed task breakdown for the alternatives analysis has been structured as follows:

1. Site Visits/Data Review
2. Identification of Alternatives
3. Preliminary Hydraulic Studies
4. Preliminary Geotechnical Studies
5. Preliminary Geomorphic Evaluations
6. Screening-level Environmental Site Assessment
7. Preliminary Design
8. Environmental Compliance
9. Cost Estimates
10. Economic Analyses (Optional)
11. Public Outreach
12. Alternatives Analysis Report
13. Project Management

A brief description of the scope of each task is presented under the heading SCOPE OF SERVICES below. A tentative Alternatives Analysis project schedule is shown on Figure 2.

We have also prepared a conceptual implementation schedule for the Feather River levee repair program and have included it for reference as Figure 3. The schedule shows a tentative repair sequence with major summary activities (engineering, environmental/permitting, land acquisition, and construction). The schedule shown in Figure 3 is believed to be reasonable assuming that the levee repairs will consist of strengthening in place.

General Assumptions:

- *Land acquisition services, land pricing, right-of-way negotiations, and negotiation of access agreements are not included in B-E/GEI's scope. It is assumed that necessary land pricing input and right-of-entry will be provided to B-E/GEI by TRLIA and its right-of-way consultants at the appropriate times.*
- *Available data developed by the Corps, RD 784, DWR, TRLIA and their respective consultants will be made available to the Consultant and will be relied upon by the Consultant in the performance of our services.*

4 SCOPE OF SERVICES

The scope of services to be provided by Consultant consists of the following tasks:

Task 1. Site Visits/Data Review

Site visits to the left bank Feather River levee area will be required to obtain information and assess existing site conditions. A kickoff meeting will be held between design team members and TRLIA personnel to discuss design, operations, environmental, and permitting criteria and requirements. A meeting will be held with RD 784 to determine design criteria and operational requirements for relocation of Pump Station No. 3. Available information pertaining to levee design, construction and operation will be collected, reviewed for relevance, and incorporated into the levee strengthening design as appropriate. Information collected and reviewed will include details from previous levee evaluation studies, levee repair and maintenance information, the PIR, and construction records.

Deliverables:

- *Data obtained will be included in other reports described below.*

Assumptions:

- *TRLIA will provide B-E/GEI with all available information from their files, including information prepared by Kleinfelder for the PIR, studies by RD 784, the Corps, and DWR, and other related work.*

Task 2. Identification of Alternatives

The identification of alternatives will be based on prior work including (1) that funded by the Water Act of 2000 leading to the Y-FSFCP feasibility report (June 2003), the EIR on the Y-FSFCP (March 2004), and the associated Land Acquisition and Management Plan on the Y-FSFCP (July 2004); and (2) the Draft PIR funded by TRLIA.

Alternatives to be studied will include (1) strengthening the existing Feather River levee between Pump Station No. 2 and the Yuba River levee, and (2) strengthening the existing Feather River levee between Pump Station No. 2 and Star Bend, constructing a setback levee from Star Bend to

a tie-in point several miles north on the existing levee, and strengthening the existing levee from that tie-in point to the Yuba River levee. In the interest of assessing the best use of land, two alternative setback levee alignments will be evaluated. In terms of its eastward reach, the maximum setback to be studied will be the "Above Star Bend" alignment in the June 2003 Y-FSFCP feasibility report, although the alignment may be extended up to one mile farther to the north. An intermediate alignment between the existing levee and the Above Star Bend 2003 alignment will also be identified for evaluation. In this task, prior hydraulic modeling studies, viewpoints of landowners, County of Yuba, and environmental interest groups, benefits, and geotechnical information will be reviewed.

Deliverables:

- ***Alternatives Identification Memorandum***

Assumptions:

- ***Levee strengthening alternative will be based on Kleinfelder PIR.***
- ***Alternative that includes setback levee segment above Star Bend will be based on Y-FSFCP feasibility studies.***

Task 3. Preliminary Hydraulic Studies

This task includes hydraulic analysis of the existing levee on the Feather River and setback levee alternatives using the existing Feather-Yuba HEC-RAS model. Minor modifications will be made to the HEC-RAS model as needed for Phase 4 specific needs. Water surface profiles will be developed for the 1:100 and 1:200 annual exceedance probability (AEP) flood events for two storm centerings. Water surface profiles, charts, and maps will be prepared to present results. The analysis will evaluate whether there are downstream impacts. However, the hydraulic analysis does not include evaluation of mitigation measures (i.e. Thermalito Afterbay reoperation, forecast-based operation of Oroville and Bullards Bar Reservoirs) if there are downstream impacts.

This task also includes running the hydraulic model in support of the economic analysis by David Ford Consulting. The analysis will develop stage-frequency data at up to six key locations (to be coordinated with economic analysis needs) for use in the economic analysis of the "without project" and three "with project" conditions. Stage frequency curves will be developed at six index points for the following frequencies: 1:2, 1:10, 1:25, 1:50, 1:100, 1:200 and 1:500 AEPs.

Deliverable:

- ***Technical memorandum detailing the hydraulic analyses. The report will consist of descriptions of the work done and tabular and graphical presentation of the results of these analyses.***

Assumptions:

- *Evaluation of mitigation measures for downstream impacts (if any) is not included.*
- *A draft memorandum will be submitted for review and comment.*
- *Two-week turn-around time for regulatory comments.*

Task 4. Preliminary Geotechnical Studies

This task will begin with the collection and assimilation of existing geotechnical data developed by the Corps and its consultants, TRLLA and RD 784's consultants, DWR, and B-E/GEI from previous studies. Prior work on the Feather River levee will be reviewed and additional drilling will be undertaken for the new (intermediate) setback alignment alternative on the Feather River Above Star Bend. The budget for this supplemental study includes a total of 500 feet of drill hole at five exploration sites along a new alignment. Limited laboratory index testing will be conducted to evaluate geotechnical properties for the setback levee foundation soils, including gradation, Atterberg limits, consolidation, and shear strength. Other activities within this task will include preparation of subcontracts, coordinating site access with TRLLA, utility clearance, supervision of subcontractors, documenting and logging field exploration activities, and preparing logs and data summaries.

Information developed from the Draft PIR will be used for the strengthening analyses. The geotechnical data on the existing levee, the Above Star Bend setback alignment, and the new (intermediate) setback alignment will be correlated for preliminary design and definition of major cost items such as slurry walls and embankment material sources.

Deliverables:

- *Technical memorandum presenting the results of the preliminary geotechnical exploration along the intermediate setback levee alignment*

Assumptions:

- *Levee strengthening alternative will be based on Kleinfelder PIR.*
- *Alternative that includes setback levee segment above Star Bend will be based on Y-FSFCP feasibility studies.*
- *B-E/GEI will support TRLLA and RD 784 in obtaining rights-of-entry to conduct field investigations.*
- *Rights-of-entry will be secured by TRLLA in a timely fashion to permit the orderly progress of the work.*
- *Field investigation program as summarized in the text above.*

Task 5. Preliminary Geomorphic Evaluations

For previous Corps studies of the Feather River, geomorphology and sedimentation studies were conducted along this reach of the Feather River to address the stability of the levee for consideration of levee upgrades. Available information will be reviewed regarding the existing geomorphic, sediment transport, and channel stability conditions in the project reach. A qualitative geomorphic evaluation will be performed to identify potential short- and long-term effects of the alternatives under consideration on sedimentation and channel and levee stability through the reach. The objective of this task will be to perform a qualitative, fatal-flaw evaluation to aid in the alternatives evaluation and selection. Geomorphic input to the feasibility evaluation will be based on a review of existing sediment data, a field geomorphic reconnaissance, review of literature on historic and existing site conditions to determine geomorphic trends, and review of previous Corps' geomorphic modeling and evaluation studies for this reach of the river. Findings will be used to develop preliminary recommendations with respect to minimizing erosion and sedimentation hazards, including removal of portions of the existing levee if a setback levee is selected.

Deliverables:

- *Technical memorandum presenting the results of the preliminary geomorphic evaluation.*

Assumptions:

- *No new analyses are planned for this alternatives analysis.*
- *Two-week turn-around time for regulatory comments.*

Task 6. Screening-Level Environmental Site Assessment

A screening-level environmental assessment of the potential setback levee alignments and setback areas will be performed to identify whether recognized and significant environmental conditions (hazardous substances or petroleum products) may be present within the project area that could have a major impact on the cost of the alternatives. The assessment will focus on fatal-flaw-type conditions that could impact the alternative selection process. Cost impacts of remediating inferred conditions will be evaluated at a conceptual level. Task activities will include:

- *Radius search of listed hazardous materials sites and records listed in California and Federal regulatory databases.*
- *Review of historic aerial photographs and ownership records.*
- *Review of documents on file at the California EPA Central Valley Regional Water Quality Control Board and the Yuba County Board of Environment and Health.*
- *Observation of properties within the Site from public access points.*

- *Identification of sensitive environmental receptors, such as designated habitats and water supplies.*
- *Conceptual assessment of identified potential environmental conditions.*

Deliverables:

- *Draft and final Screening-Level Environmental Assessment Memorandum*

Assumptions:

- *Detailed site inspections and interviews with landowners will be deferred to the detailed engineering phase when right-of-entry will be available.*
- *Sampling and testing of potential environmental conditions including assessment for lead paint or asbestos in buildings are not included in this scope.*

Task 7. Preliminary Design

This task consists of the layout and preliminary design of the new setback levee and levee strengthening alternatives. Design work will be at the feasibility study level for the three alternatives considered. The design criteria for levee cross-section, seepage control and other embankment characteristics will be documented. The suitability of using existing levee materials for the construction of the new levee will be evaluated. Engineering drawings, maps and general specifications for key project features will be prepared. Design concepts will be developed for setback levee embankment, existing levee modifications, detention basin (if necessary), relief wells, slurry walls, utility relocation, drainage facilities, pump station modifications, and levee degradation concepts. Planning for replacement or reconstruction of existing facilities within the levee setback areas will be included as needed.

Deliverable:

- *Sections of the Alternatives Analysis Report and figures prepared under Task 12.*

Task 8. Environmental Compliance

Task 8 covers the following environmental activities:

- **Subtask 8.1 – Project Initiation and Environmental Scoping Activities**
- **Subtask 8.2 – EIR Development**
- **Subtask 8.3 – Initial Permitting Activities**
- **Subtask 8.4 – Preliminary Evaluation of Environmental Mitigation and Enhancement**

For budgeting purposes, the project-specific EIR will tier off of the existing Y-FSFCP Programmatic EIR to the extent possible for the levee setback alternative. The Programmatic

EIR, however, did not evaluate levee strengthening alternatives. The levee strengthening alternatives would result in new disturbance areas and potentially significant environmental effects. The project-specific EIR will be comprehensive and will provide TRLIA with maximum flexibility to move forward with a levee strengthening alternative, or an alternative that includes a combination of levee strengthening and a setback levee segment. The EIR will also allow TRLIA to address specific, near-term project elements at a project-specific level of analysis under the broad umbrella of the programmatic EIR. The project-specific EIR will evaluate the following reasonable range of four specific alternatives:

- No-project Alternative
- Strengthen Levee Below and Above Star Bend
- Strengthen Levee Below Star Bend with Levee Setback Above Star Bend
- Strengthen Levee Below Star Bend with Intermediate Alignment of Levee Setback Above Star Bend

The environmental review would meet the content and procedural requirements of CEQA and the State CEQA Guidelines.

Subtask 2.1 Project Initiation and Environmental Scoping Activities

Project initiation activities include compiling background information on the proposed project, preparing a start-up package for team staff assigned to the project, and holding a start-up meeting with all staff contributing to the environmental compliance tasks.

Scoping activities are fundamental to CEQA (and NEPA) and will serve as the cornerstone of all subsequent evaluations. Scoping will assist in providing input to TRLIA, the lead agency under CEQA, as well as for the Corps, the lead agency under NEPA. The objectives of scoping serve as the list of activities that will be accomplished under this scope of work:

- Prepare and distribute Notice of Preparation to initiate scoping (including announcement of scoping meeting)
- Invite agencies, stakeholders, and the public to participate in one public scoping meeting in the Marysville area
- Determine scope of significant issues
- Identify and eliminate any issues determined to be less than significant
- Verify environmental documents to be prepared
- Identify other environmental review and consultation requirements

Deliverables:

- *Environmental Compliance Start-up Package (25 copies)*

- *Notice of Preparation (includes announcement of public scoping meeting) (15 draft and 75 final copies)*
- *Public scoping meeting hand-outs (75 copies)*
- *Public scoping meeting notes (15 copies)*

Subtask 8.2 CEQA Documentation

The environmental analysis to be conducted under Subtask 8.2 will be based on the results of scoping activities conducted under Subtask 8.1 and the already completed Y-FSFCP Programmatic EIR, which covered much of the geographic area for the Phase 4 project, as well as the potential environmental impacts (at a programmatic level) from a levee setback alternative. The project EIR will address all of the required process and content requirements of CEQA, including:

- *Prepare a purpose and need statement and detailed description of the No-action Alternative, as well as three project alternatives.*
- *Consider comments received on the NOP (included in Subtask 8.1).*
- *Develop the environmental setting.*
- *Prepare detailed, project-specific impact analyses for each alternative at an equal level of detail (to cover any future NEPA requirements).*
- *Assess direct, indirect, short-term, long-term, cumulative, and unavoidable significant environmental effects.*
- *Assess areas of known controversy.*
- *Develop impact analyses including discussion of all relevant issues identified in Appendix G of the CEQA Guidelines and focusing on the following key impact areas: hydrology/hydraulics, water quality, fisheries resources, botanical and wildlife resources, cultural resources, land use and agriculture, recreation, growth-inducement, cumulative, and construction-related impacts.*
- *Recommend mitigation measures to reduce any potentially significant or significant environmental impacts to less-than-significant levels where feasible.*
- *Attend one public comment meeting in Marysville with responsible and cooperating agencies, interested groups, and members of the public to explain the elements and solicit comments on the content of the Draft EIR.*
- *Prepare all required public notices (Notices of Completion, Availability, and Determination) and State Clearinghouse submittals.*
- *Prepare a mitigation monitoring and reporting program (to be included in the EIR).*

The EIR will be prepared addressing each alternative at an equal level of detail (required only by NEPA) to ensure that any future NEPA requirements regarding level of detail are adequately addressed. A single administrative draft EIR will be prepared and submitted for review and

comment by TRLIA. Comments received on the administrative draft EIR will be incorporated to form the public draft EIR. The public draft EIR will be copied and distributed for a 45- to 60-day public review period. A single public hearing will be held in Marysville to receive public comments. All public comments received on the draft project EIR will be addressed and provided in a Final EIR. Copies of deliverables are specified below. It is expected that the EIR will be approximately 700 pages long, similar to the recently completed EIR for the Feather-Bear Rivers Levee Setback Project. As desired by TRLIA for the Feather-Bear Rivers Levee Setback Project, TRLIA will prepare the Findings of Fact and Statement of Overriding Concern (if necessary) documents under CEQA.

Deliverables:

- *Draft (15 copies) and Final (90 copies) versions of Notice of Availability*
- *Draft (15 copies) and Final (75 copies and 75 compact disk versions) EIR*
- *Draft (15 copies) and Final (75 copies) EIR*
- *Draft (15 copies each) and Final (15 copies each) of Notice of Completion, Notice of Availability, and Notice of Determination*

Subtask 8.3 Initial Permitting Activities

Contacting specific regulatory authorities and initiating certain initial permitting activities should be conducted commensurate with EIR development to obtain agency input on permitting needs, establish and nurture effective working relationships with permitting agencies, and develop an EIR that meets much of the information requirements not only for CEQA but for specific environmental permits. This task does not involve preparation of specific application packages to be submitted to regulatory agencies, with the exception of a wetland delineation report for the Corps, but focuses on preliminary and ongoing contact with regulatory authorities to expedite permit processes during subsequent project design activities. Activities to be performed under this task include the following:

- *Coordinate with the Corps regarding Section 404 permit requirements and associated NEPA requirements (including ESA and National Historic Preservation Act Section 106 (Section 106) compliance needs.*
- *Conduct a wetland delineation of all waters of the United States to be affected by the proposed project, prepare a wetland delineation report, and meet with the Corps as part of a "pre-application meeting".*
- *Coordinate with USFWS and NMFS on biological issues and needs related to ESA Section 7 compliance.*
- *Coordinate with California Department of Fish and Game (DFG) on administration of mitigation funds under the Water Act of 2000, CESA compliance and potential Section 2081 incidental take authorization, and Section 1602 Streambed Alteration Agreement.*

- *Coordinate with the Reclamation Board and RWQCB (Central Valley Region), regarding their permit needs.*
- *Coordinate with Native American Heritage Commission and State Office of Historic Preservation (SHPO) on potential historic and cultural resources.*

Deliverables:

- *Draft and Final Wetland Delineation Report (15 copies of each).*
- *Meeting and Consultation Notes (as needed and distributed electronically).*

Subtask 8-4. Preliminary Evaluation of Environmental Mitigation and Enhancement

A preliminary evaluation of environmental mitigation needs and enhancement opportunities will be undertaken. The purpose of this evaluation will be to provide information necessary to determine the cost-benefit ratio for the project and establish a framework for future restoration planning. Measures to satisfy environmental mitigation and environmental enhancement goals will be conceptually outlined in this task to enable feasibility cost estimation. Concepts will be analyzed in coordination with the Corps, DFG, NMFS, and the USPWS. The existing Land Acquisition and Management Plan for the Bear River Levee Setback Project, as well as the Riparian Restoration Plan for the Bear River Levee Setback Project, will be used as background references.

Deliverable:

- *Technical memorandum*

Task 9. Cost Estimates

Estimates of capital costs will be prepared based on 2006 prices and factored for escalation to the mid-point of construction. Costs of rights of way will be estimated based on input from TRRIA's land acquisition consultant. Operation and maintenance costs will also be estimated for the levees as well as for alternative plans for use of the setback area. The cost estimates will be a feasibility-level estimate (a Class 4 estimate as defined by the Association for Advancement of Cost Engineering). Construction contingencies and escalation appropriate to this level of estimate will be included. Quantity takeoffs will be prepared in support of the cost estimate. The cost estimate and schedule will be reviewed by TRRIA and other regulatory agencies.

Deliverables:

- *Feasibility cost estimate and construction schedule*

Assumptions:

- *Two-week turn-around time for TRRIA and regulatory comments.*

Task 10. Economic Analyses (Optional)

The ultimate objective of this task is to enable TRLIA to seek supplemental financing for levee repairs from state agencies that will require demonstration of economic justification for the project. While strengthening the levee will provide flood reduction benefits for the RD 784 area, previous feasibility studies indicated that significant additional flood reduction benefits in the Marysville and Yuba City areas, as well as environmental restoration benefits, would derive from setting back a segment of levee above Star Band. A project that involves consideration of a setback levee could generate funding support from environmental interests, various agencies of the State of California, and the Corps if federal funding is requested. Application for supplemental funds will require demonstration of project feasibility and allocation of costs, which in turn will require determination of flood control benefits and environmental enhancement benefits. This task will estimate flood control benefits and, for setback alternatives, environmental restoration benefits. Benefit-Cost ratios for each alternative will be calculated. A cost allocation will be prepared to support an application for supplemental funds to be prepared by TRLIA.

Risk and uncertainty (R&U) analysis will be used to evaluate the impacts of proposed alternative conditions on the annual exceedance probability (AEP) values at the economic analysis index points. Current and future condition expected annual damage (EAD) values will be computed for the without-project condition and three alternative conditions (i.e., levee strengthening and two setback alignments). Each evaluation condition is defined by a stage-frequency function, levee performance parameters, and an interior/exterior relationship at each index point. EAD computations follow the basic procedures detailed in Appendix IV, Benefit Analysis, of Report on Feasibility RD784 Supplemental Flood Control Improvements, Yuba County (October, 2004).

The Corps has recently updated, as part of the ongoing Yuba River Basin General Re-evaluation (YRBGR), the structure inventory for the Yuba City, Marysville, and RD784 areas. This Corps structure inventory data will be used to replace the structure inventory data that was used for the October 2004 analysis.

The Corps has recently updated/developed, as part of the YRBGR study, index points with associated levee failure functions within the project area. In addition, index-point specific floodplains were developed by the Corps to represent interior floodplain depths resulting from a range of exterior events. These index point locations, levee failure functions, and index-point specific floodplain maps will be used for the analysis.

The current and future condition EAD analysis will be consistent with the procedures detailed in Appendix IV, Benefit Analysis, of the August 2004 Feasibility Report. EAD will be computed for the new YRBGR impact areas. For the Yuba City and Marysville impact areas, a single index point will be used. For the RD784 impact area, EAD will be computed from an index point on the Feather River, Bear River, Yuba River, and the UP interceptor canal. The EAD values will be probability-weighted to estimate a single EAD value for RD784 for each alternative. Therefore, a total of six index points will be used. These index points will be consistent with those used for the Corps YRBGR analysis. The Corps levee failure functions for these index points will be reviewed and adjusted as appropriate based on PIR findings.

To complete the economic and risk analysis required, the computer program HEC-FDA will be configured to use the appropriate levee performance functions, interior/exterior relationships (index-point specific floodplains), stage-frequency functions, and new structure inventory data.

Estimates of environmental restoration benefits will be based on criteria presented in the report on RD 784 Supplemental Flood Control Improvements, October 2004. A schedule for implementation of the preferred alternative will be prepared. Financing requirements will be related to the implementation requirements. Potential sources of financing will be described.

Deliverables:

- *Technical memorandums on economic analyses.*

Assumptions:

- *Interior/exterior relationships (in the form of digital floodplain maps) developed by the Corps as part of the YRBGR analysis will be made available in a timely manner. A unique set of floodplains is required to complete the analysis for a levee failure on each of the rivers that bound the project area.*
- *Levee performance characteristics for the Corps YRBGR index points will be made available in a timely manner.*
- *The Corps' structure inventory, developed for the YRBGR analysis, will be made available in digital form in a timely manner. The structure inventory must include structure values, structure elevations, structure location (georeferenced), and structure type.*
- *One round of regulatory comments.*
- *Two-week turn-around time for regulatory comments.*

Task 11. Public Outreach

The public involvement process implemented initially in 1999 and conducted to date will be continued throughout the alternatives evaluation period to inform the public and project stakeholders of project progress. Mr. Greydanus (B-E/GEI) and Mr. Dunn (EDAW) have participated in the Yuba-Feather Work Group (Y-FWG) since inception of the flood control feasibility studies, and will continue to provide this critical role for the project. Most, if not all, of the property owners who would be affected by a setback levee have been previously informed about the Above Star Bend alternative. However, since local information and attention has been shifted to the Bear River, it will be necessary to reengage property owners and the general public regarding the condition of the Feather River levee and the need for this supplemental study. Two public meetings will be held as part of the CEQA process. In addition, the Yuba-Feather Work Group will be regularly briefed regarding the study during monthly Work Group meetings. Additionally, each landowner affected by the project's footprint will be given an opportunity to meet with TRLLA and/or the consulting team representatives to keep them abreast of project activities.

Deliverables:

- *One handout, workshop, and meeting minutes, and other deliverables up to existing task budget.*

Assumptions:

- *Attend one workshop with property owners, with preparation of one handout.*

Task 12. Alternatives Analysis Report

Since this work will be supplemental to previous work, the Alternatives Analysis Report will reference much of the previously reported procedures, criteria, and premises presented in the Y-FSFCP feasibility report (June 2003), its appendices, and the programmatic EIR (March 2004). The report will recommend a preferred alternative for implementation. In addition, the report will establish the design basis and will present the criteria, methods of analysis, and standards to be used in the design of the selected alternative. FEMA levee certification criteria will be set forth and will be the basis for assuring conformance in design and construction.

The Alternatives Analysis Report will be submitted for review by TRLIA, the Corps, DWR, the Reclamation Board, and DFG.

Deliverables:

- *Draft and final Alternatives Analysis Report*

Assumptions:

- *One round of regulatory comments.*
- *Two-week turn-around time for regulatory comments.*

Task 13. Project Management

Project management and coordination are essential to ensure the successful preparation of the Feather River levee strengthening and subsequent certification. Successful implementation will require effective oral and written communications and coordination. The Communications/Coordination Plan that was developed and implemented for the Y-FSFCP will be amended to include project procedures specific to the design activities, and will be implemented within the first month of commencing work. The Plan will continue to maintain continuity and relationships with stakeholders. The project management task also will include the following activities:

- *Management and supervision of the design team*
- *Management, coordination and evaluation of subconsultant services*
- *Project progress and coordination meetings*

- *Documentation of meetings*
- *Coordination of project activities with TRLIA personnel*
- *Coordination of project activities and reviews with DWR, DFG, Corps, and Reclamation Board*
- *Preparation of monthly progress reports with current financial information and updated schedule.*

Preparation of the Quality Control Plan (QCP) will also be included in this task. It is expected that the QCP being used for the Bear River Setback Levee Project will be amended as needed for this project. The QCP will establish the procedures, policies and actions for ensuring that the work is carried out to acceptable standards of quality and the project is implemented on time and within budget. The QCP will include preparation, review, coordination and checking of work products at each step of their development. Work products include the key deliverables and support documentation, such as work plans, technical memoranda, and reports. The project management team will be responsible for the assurance that these procedures are being implemented.

The QC team will review technical approaches and verify that deliverables and supporting documents prepared for the TRLIA are complete, conform to standards, and meet or exceed the expectations of TRLIA and the management of the B-E/GEI Team firms.

Deliverables:

- *Schedule*
- *Monthly project status reports*
- *Meeting minutes*
- *Updated Communications/Coordination Plan*
- *Draft and final Quality Control Plan*

Assumptions:

- *One project kick-off meeting*
- *Six half-day project progress meetings*
- *Six monthly progress reports*

ATTACHMENT B

PAYMENT

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay CONTRACTOR a contract fee not to exceed \$1,439,400 (including Optional Task) (see Table 1); CONTRACTOR shall submit requests for payment after completion of services. Invoices shall be submitted no later than the tenth (10th) day of the month. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed \$1,439,400 without a formal written amendment to this Agreement approved by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. CONTRACTOR shall be paid by THREE RIVERS LEVEE IMPROVEMENT AUTHORITY within 30 days after receipt of monthly invoice.

B.2 TRAVEL COSTS. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY representative (Operative Provision 7) and then THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay THREE RIVERS LEVEE IMPROVEMENT AUTHORITY per diem rates in effect on the date of invoice upon presentation of invoices.

B.3 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. Payment for additional services shall be made to CONTRACTOR by THREE RIVERS LEVEE IMPROVEMENT AUTHORITY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

ATTACHMENT C

OTHER TERMS

There are no applicable provisions under this Attachment C for this Agreement.

ATTACHMENT D
GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR STATUS. At all times during the term of this Agreement, the following apply:

D.1.1 All acts of CONTRACTOR shall be performed as an independent contractor and not as an agent, officer or employee of THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. It is understood by both CONTRACTOR and THREE RIVERS LEVEE IMPROVEMENT AUTHORITY that this Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

D.1.2 CONTRACTOR shall have no claim against THREE RIVERS LEVEE IMPROVEMENT AUTHORITY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

D.1.3 CONTRACTOR is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

D.1.4 As an independent contractor, CONTRACTOR is not subject to the direction and control of THREE RIVERS LEVEE IMPROVEMENT AUTHORITY except as to the final result contracted for under this Agreement. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY may not require CONTRACTOR to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

D.1.5 CONTRACTOR may provide services to others during the same period service is provided to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY under this Agreement.

D.1.6 If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONTRACTOR.

D.1.7 As an independent contractor, CONTRACTOR hereby indemnifies and holds THREE RIVERS LEVEE IMPROVEMENT AUTHORITY harmless from any and all claims that may be made against THREE RIVERS LEVEE IMPROVEMENT

AUTHORITY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. Failure of the CONTRACTOR to comply with this provision shall authorize the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY to immediately terminate this agreement notwithstanding Operative Provision No. 9.

D.3 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.4 INSURANCE. Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR or its subcontractors shall acquire and maintain during the term of this Agreement, insurance coverage, through and with an insurer acceptable to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, naming the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and any related agency governed by the Board of Supervisors which is letting the contract or for whom the services under the contract are being provided, and THREE RIVERS LEVEE IMPROVEMENT AUTHORITY's, or related agency's, officials, employees, and volunteers as additional insured, (hereinafter referred to as "the insurance"). The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.4.1 TERM. Policies of insurance shall be in effect during the term of this Agreement and shall provide that they may not be canceled without first providing THREE RIVERS LEVEE IMPROVEMENT AUTHORITY with thirty (30) days written notice of such intended cancellation. If CONTRACTOR fails to maintain the insurance provided herein, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY may secure such insurance and deduct the cost thereof from any funds owing to CONTRACTOR.

D.4.2 MINIMUM SCOPE OF INSURANCE. CONTRACTOR shall procure insurance covering general liability, automobile liability, and workers' compensation. Coverage shall be at least as broad as:

(a) Insurance Services Office (ISO) Commercial General Liability Occurrence form number CG 0001 or equivalent ISO form. A non-ISO form must be reviewed and approved by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY Risk Manager prior to acceptance of the Agreement.

(b) Insurance Services Office Business Auto Coverage form number CA 0001 0187 covering Automobile Liability, code 1 "any auto" and Endorsement CA 0029.

(c) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

(d) If this Agreement is for the provision of professional services, Professional Errors and Omissions Liability Insurance, with a coverage form subject to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY approval.

D.4.3 OTHER INSURANCE PROVISIONS. The policies are to contain, or be endorsed to contain the following provisions:

(a) General Liability and Automobile Liability Coverages.

(i) The THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and the public entity awarding the contract if other than the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, and their officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, leased, occupied, or used by the CONTRACTOR; or automobiles owned, leased, hired, or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its officials, employees or volunteers.

(ii) The CONTRACTOR's insurance coverage shall be primary insurance as respects the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its officials, employees and volunteers and any other insureds under this Agreement. Any insurance or self-insurance maintained by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its officials, employees and volunteers or other insureds shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its officials, employees and volunteers or other insureds under this Agreement.

(iv) The insurance policy required by this clause shall be endorsed to state that the CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its officials, employees and volunteers or other insureds under this Agreement.

(c) All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.

D.4.4 ACCEPTABILITY OF INSURERS. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

D.4.5 MINIMUM LIMITS OF INSURANCE. CONTRACTOR shall maintain limits no less than:

(a) Commercial General Liability: One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury or property damage.

(c) Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars (\$1,000,000) per accident.

(d) Professional Errors and Omissions Liability (if required): Policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$100,000). Coverage may be made on a claims-made basis with a "Retro Date" either prior to the date of the Agreement or the beginning of the Agreement services. If claims-made, CONTRACTOR agrees to maintain required insurance. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a "Retro Date" prior to the Agreement effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of services.

D.4.6 SUBCONTRACTORS. In addition to the above policies, if CONTRACTOR hires a subcontractor under this Agreement CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and

endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. If CONTRACTOR requires subcontractors to provide insurance coverage, then CONTRACTOR shall be named as an additional insured under such policy or policies.

D.4.7 DEDUCTIBLES AND SELF-INSURED RETENTIONS. Except as otherwise provided in this Agreement, any deductibles or self-insured retentions must be declared to and approved by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. At the option of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its officials, employees and volunteers; or, the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D.4.8 VERIFICATION OF COVERAGE.

(a) CONTRACTOR shall furnish THREE RIVERS LEVEE IMPROVEMENT AUTHORITY with Certificates of Insurance and with original endorsements effecting coverage required by this clause. The certificate(s) and endorsement(s) for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) and endorsement(s) are to be on forms provided by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY or on forms received and approved by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY before work commences. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY reserves the right to require complete, certified copies of all required insurance policies at any time.

(b) CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance and endorsement(s) to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of time sufficient to cover the term of the Agreement, including THREE RIVERS LEVEE IMPROVEMENT AUTHORITY's acceptance of CONTRACTOR's work. It is understood and agreed that thirty (30) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY certificate(s) and endorsement(s) evidencing a renewal or new policy to take the place of the policy expiring.

D.5 INDEMNITY. CONTRACTOR shall indemnify, and hold harmless THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims including reasonable attorney's fees and court costs, including all costs of appeals, for damage for personal injury, including death, as well as for property damage, to the extent caused by the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or subcontractors.

D.6 CONTRACTOR NOT AGENT. Except as THREE RIVERS LEVEE IMPROVEMENT AUTHORITY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of THREE RIVERS LEVEE IMPROVEMENT AUTHORITY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind THREE RIVERS LEVEE IMPROVEMENT AUTHORITY to any obligation whatsoever.

D.7 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.8 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from THREE RIVERS LEVEE IMPROVEMENT AUTHORITY of its desire for removal of such person or persons.

D.9 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR's profession.

D.10 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by THREE RIVERS LEVEE IMPROVEMENT AUTHORITY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract, and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.11 TAXES. CONTRACTOR hereby grants to the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY the authority to deduct from any payments to CONTRACTOR any THREE RIVERS LEVEE IMPROVEMENT AUTHORITY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.12 TERMINATION. Upon termination of this Agreement as otherwise provided herein, CONTRACTOR shall immediately cease rendering service upon the termination date and the following shall apply:

D.12.1 CONTRACTOR shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.12.2 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall have full ownership and control of all such writings or other communications delivered by CONTRACTOR pursuant to this Agreement. CONTRACTOR may retain copies of all documents provided to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.

D.12.3 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by THREE RIVERS LEVEE IMPROVEMENT AUTHORITY as work accomplished to date; provided, however, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY such financial information as in the judgment of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall be final. The foregoing is cumulative and does not affect any right or remedy which THREE RIVERS LEVEE IMPROVEMENT AUTHORITY may have in law or equity.

CONTRACTOR may terminate its services under this Agreement upon thirty (30) days written notice to the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.

D.13 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.14 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.15 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, and CONTRACTOR agrees to deliver reproducible copies of such documents to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY on completion of the services hereunder. The THREE RIVERS LEVEE IMPROVEMENT AUTHORITY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

D.16 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.17 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.18 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.19 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fee, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

D.20 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.21.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.21.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.23 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto,

shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.24 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.25 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.26 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.27 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.28 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the **THREE RIVERS LEVEE IMPROVEMENT AUTHORITY** of Yuba, State of California.

D.29 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.30 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.31 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.32 CONFLICT OF INTEREST. Neither a **THREE RIVERS LEVEE IMPROVEMENT AUTHORITY** employee whose position in **THREE RIVERS LEVEE IMPROVEMENT AUTHORITY** enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by **CONTRACTOR** herein, or have any other direct or indirect financial interest in this Agreement.

CONTRACTOR may be subject to the disclosure requirements of the **THREE RIVERS LEVEE IMPROVEMENT AUTHORITY** conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the **CONTRACTOR**'s financial interest. The **THREE RIVERS LEVEE IMPROVEMENT AUTHORITY** Administrator shall determine in writing if **CONTRACTOR** has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba **THREE RIVERS LEVEE IMPROVEMENT AUTHORITY** Conflict of Interest Code.

D.33 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be

deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "THREE RIVERS LEVEE IMPROVEMENT AUTHORITY":

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY of Yuba
Charles K. McClain
915 8th Street, Suite 115
Marysville, CA 95901-5273

If to "CONTRACTOR":

GEI Consultants, Inc.
Raymond D. Hart
3100 Zinfandel Drive, Suite 500
Rancho Cordova, CA 95670-6027

D.34 RESPONSIBILITY OF THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY will furnish to CONTRACTOR information and documents as may be reasonably required for CONTRACTOR to perform tasks, and THREE RIVERS LEVEE IMPROVEMENT AUTHORITY will review all documents submitted by CONTRACTOR and render decisions pertaining thereto, as promptly as is reasonable under the circumstances at the time in order to avoid unreasonable delay in the work of CONTRACTOR.

Phase 4 - Feather River Setback Levee Project
Alternatives Analysis
Summary Cost Estimate
 (Confidential and Proprietary Financial Information)

November 30, 2005

Task	Estimated Labor Effort (Hrs)	Estimated Task Cost
Task 1 Site Visits / Data Review	120	\$20,700
Task 2 Identification of Alternatives	130	\$22,400
Task 3 Preliminary Hydraulic Studies	344	\$47,200
Task 4 Preliminary Geotechnical Studies	604	\$122,000
Task 5 Preliminary Geomorphic Evaluation	168	\$38,000
Task 6 Screening Environmental Site Assessment	245	\$39,000
Task 7 Preliminary Design	1,052	\$192,800
Task 8 Environmental Compliance		
Task 8.1 Environmental Scoping	298	\$45,700
Task 8.2 EIR Development	3,440	\$466,800
Task 8.3 Initial Permitting Activities	440	\$54,500
Task 8.4 Permit Eval. of Env. Mitigation & Enhancement	688	\$100,500
Subtotal	4,862	\$655,500
Task 9 Cost Estimates (optional)	210	\$27,000
Task 10 Economic Analysis (optional)		
Task 11 Public Outreach	52	\$9,600
Task 12 Alternatives Analysis Report	424	\$79,400
Task 13 Project Management	624	\$105,600
Subtotal Estimate - Labor Effort and Cost (Without Task 9 - Economic Analysis)	9,811	\$1,303,480
Optional Task 10 - Economic Analysis	1,044	\$136,000
Total Estimate Labor Effort and Cost (Including Task 10)	9,855	\$1,439,480

Notes:

- 1) See Section A.4 of scope of work for scope of each task
- 2) Estimated labor effort includes hours for B-EG&E and subcontractors
- 3) Estimated task cost includes estimated expenses and other direct costs (CDC's)
- 4) Estimated labor effort and cost is based on our understanding of the project requirements and the attached Scope of Work.
- 5) Task 10 listed as optional at TRRIA's request.

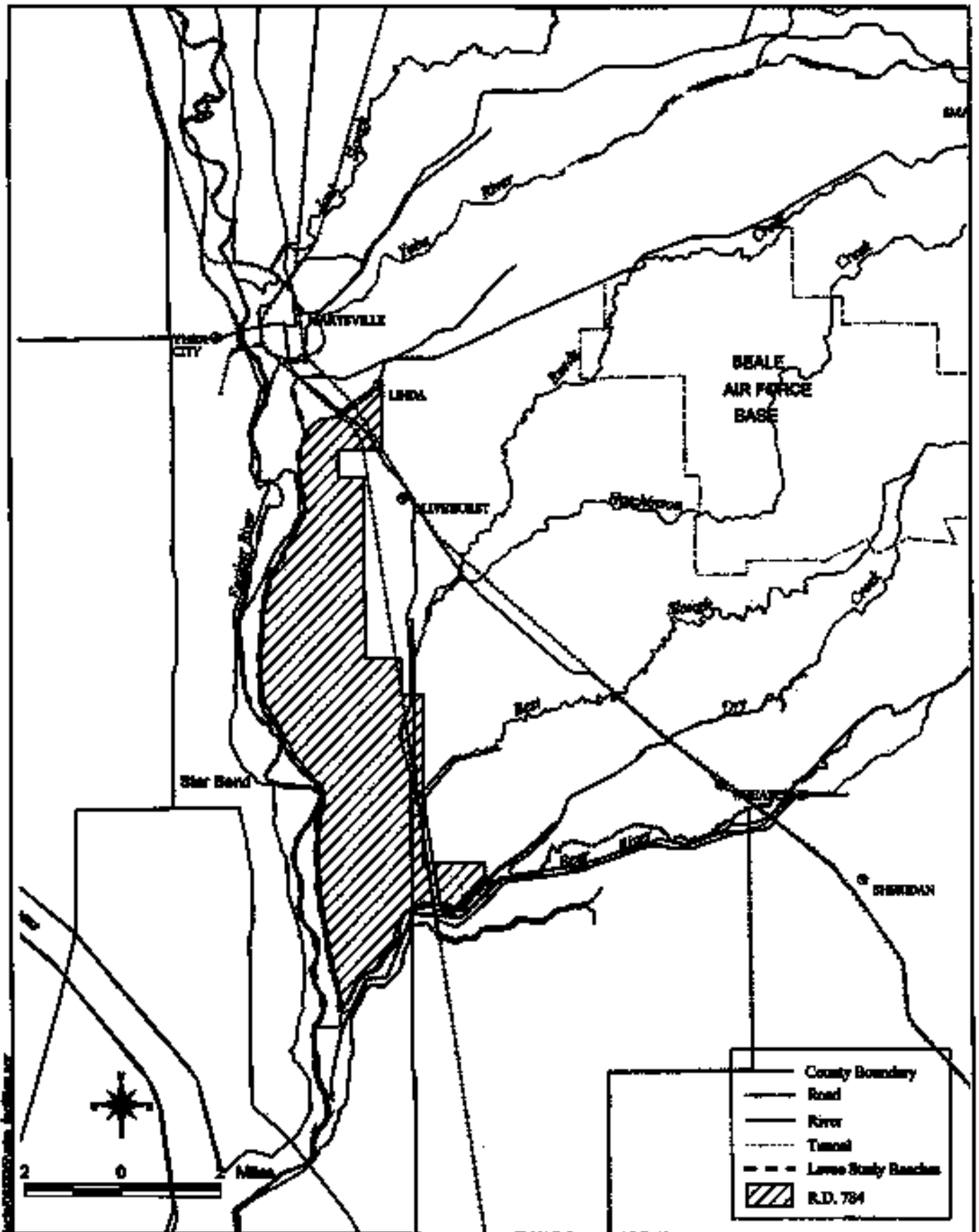


FIGURE 2 - TENTATIVE SCHEDULE
 ALTERNATIVES ANALYSIS, PHASE 4 FEATHER RIVER LEVEE REPAIRS
 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

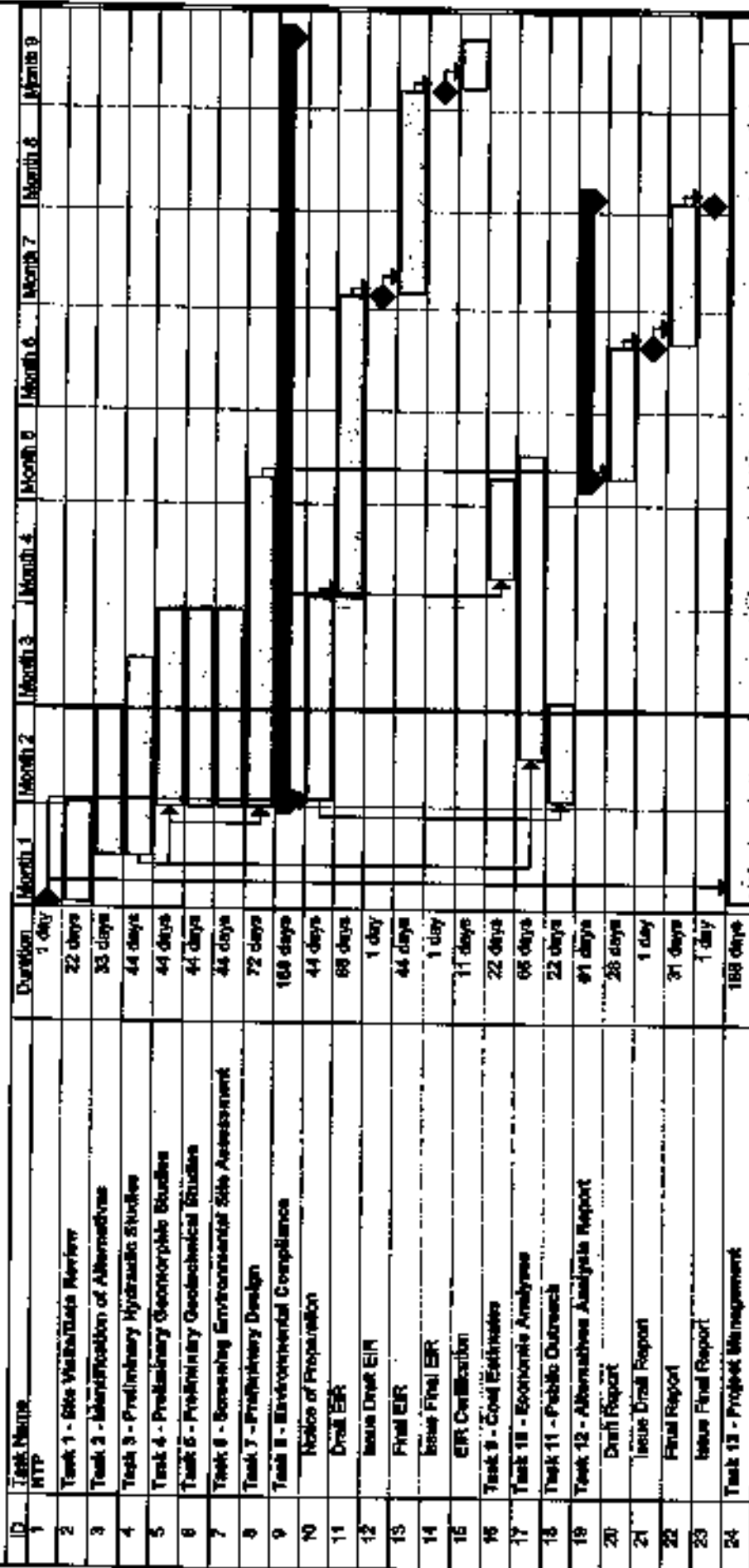
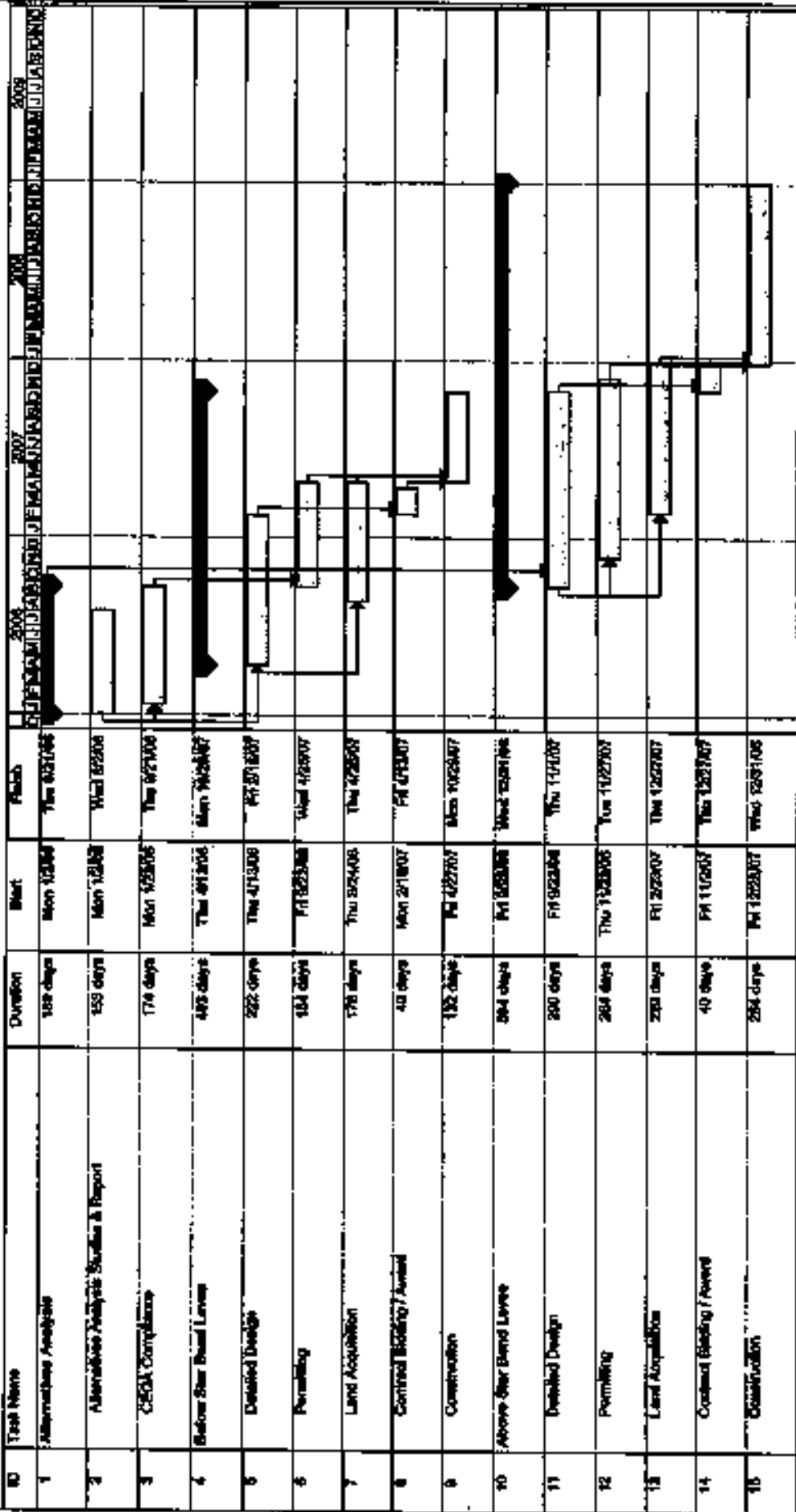


FIGURE 3 - CONCEPTUAL SUMMARY IMPLEMENTATION SCHEDULE
 PHASE 4 FEATHER RIVER LEVEE REPAIRS - LEVEE STRENGTHENING
 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY





RECEIVED

DEC 07 2005

Yuba County Public Works

2201 Broadway, Suite 321
Oakland, California 94612
510-835-9838
FAX 510-835-9842

December 1, 2005
050110

Mr. Charles K. McClain, Executive Director
Three Rivers Levee Improvement Authority
915 Eighth Street, Suite 115
Marysville, CA 95901

Dear Mr. McClain:

Re: Phase 4 Feather River Levee Alternatives Analysis, Agreement between TRLJA
and B-E/OEI

This letter is a follow up to your request to prepare a scope of work and budget for performing an alternatives analysis study for the Phase 4 Feather River Levee Repairs. A draft of the attached scope of work, budget and schedule was provided to Ric Reinhardt on October 20, 2005. Subsequently, Ric forwarded comments to us on the draft scope of work from Seth McCrewitz. Also, Ric requested that we include Economic Analysis (Task 10) as an optional task. The attached documents have been revised to incorporate these comments. Specifically, we have made the following changes based on comments received:

- Added a more detailed justification of Economic Analysis in Task 10 of the Scope of Work
- Modified the scope of work and cost table to show Economic Analysis (Task 10) as an optional task
- Included a conceptual implementation schedule assuming levee strengthening

The attached documents include the following:

- Scope of Work
- Table 1 - Summary Cost Estimate
- Figure 1 - Levee Study Locations

- Figure 2 – Tentative Schedule, Alternatives Analysis, Phase 4 Feather River Levee Repairs
- Figure 3 – Conceptual Summary Implementation Schedule, Phase 4 Feather River Levee Repairs, Levee Strengthening
- Contract

This new contract is specifically focused on the Phase 4 alternatives analysis study. As part of the Phase 3 design, B-E/GEI has performed engineering and environmental services for out-of-scope items based on requests from TRLIA that we believe will require a budget augmentation to our existing Phase 3 contract with TRLIA. These items include:

- Preparation of a Phase I Environmental Site Assessment for the setback levee project area (completed)
- Borrow material sampling and chemical analysis in conformance with RWQCB requirements (completed)
- Additional geotechnical investigations of the expanded south detention basin (completed), levee foundation in soft area between stations 23+00 and 31+00 (completed), and potential borrow area within setback area (in progress).
- Preparation of a second set of contract documents (necessitated by accelerated program) (in progress)
- Relocation of elderberry bushes, including maintenance, monitoring and reporting (relocation completed, others in progress)
- Seed collection for restoration program (in progress)
- Support to TRLIA in coordination with Corps and Reclamation Board for designating the setback levee as the project levee (in progress)
- Support to TRLIA in coordinating implementation financing requirements with DWR and DFG (in progress)
- Support to TRLIA in managing the restoration and mitigation program, including coordination with Wildlands and DFG (in progress)
- Archaeological site testing/reporting for sites east of Road 512 (completed)

We have been communicating these issues with your staff and are evaluating our budget requirements as we complete the Phase 3 design. We anticipate preparing a change order request in the near future to address these items.

We are pleased with the opportunity to continue working with you and your staff during Phase 4 of this vitally important project. Please call me, Alberto Pujol, or Dan Wanket if you have any questions.

Sincerely,

B-EGEI



Raymond D. Hart
Senior Vice President

Enclosure

