

AMENDMENT NO. 6

AGREEMENT FOR PROFESSIONAL SERVICES
FOR
PHASE 4 FEATHER RIVER LEVEE REPAIRS
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AND
BOOKMAN-EDMONSTON/GEI CONSULTANTS

THIS AMENDMENT TO AGREEMENT is made effective August 28, 2007, by and between Three Rivers Levee Improvement Authority ("TRLIA") and Bookman-Edmonston/GEI Consultants, a division of GEI Consultants, Inc. ("Contractor"), who agree as follows:

1. **Recitals.** This Amendment is made with reference to the following background recitals:
 - 1.1. Effective December 13, 2005, the parties entered into the Agreement for Professional Services relating to TRLIA's Phase 4 Feather River Levee project with a contract value of \$1,439,400.
 - 1.2. Effective April 25, 2006, the parties entered into Amendment No. 1 to the Agreement for Professional Services relating to TRLIA's Phase 4 Feather River Levee Repair design in the amount of \$3,082,240 for a total contract value of \$4,521,640.
 - 1.3. Effective June 27, 2006, the parties entered into Amendment No. 2 to the Agreement for Professional Services relating to TRLIA's Phase 4 Feather River Levee Repair design in the amount of \$32,700 for a total contract value of \$4,554,340.
 - 1.4. Effective October 30, 2006, the parties entered into Amendment No. 3 to the Agreement for Professional Services relating to TRLIA's Phase 4 Feather River Levee Repair design in the amount of \$262,500 for a total contract value of \$4,816,840.
 - 1.5. Effective January 16, 2007, the parties entered into Amendment No. 4 to the Agreement for Professional Services relating to TRLIA's Phase 4 Feather River Levee Repair design in the amount of \$115,000 for a total contract value of \$4,931,840.
 - 1.6. Effective April 3, 2007, the parties entered into Amendment No. 5 to the Agreement for Professional Services relating to TRLIA's Phase 4 Feather River Setback Levee design in the amount of \$5,860,244 for a total contract value of \$10,790,084.
 - 1.7. The parties now desire to amend the Professional Services Agreement to expand scope of services and base contract fee.

2. **Sixth Amendment to Agreement.** The Professional Services Agreement is hereby amended as follows:

2.1. The scope of services (Attachment A to the Agreement for Professional Services between TRLIA and B-E/GEI, dated December 13, 2005) is amended to expand the scope of work as described by letter dated August 20, 2007 (Exhibit A) to include the following:

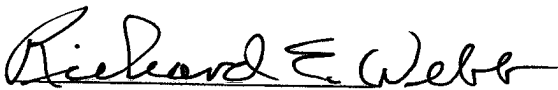
Task	Total
Setback Levee Project – Construction Management Services	\$1,933,740
Preparation of Environmental Assessment	\$29,920
Total	\$1,963,660

2.2. The payment, budget, and not-to-exceed amounts (Professional Services Agreement Attachment B) are amended by the attached Exhibit B to include the additional amount of \$1,963,660 for a total contract of \$12,753,744. *sb 12,753,744*


3. **No Effect on Other Provisions.** Except for the amendments in Section 2, the remaining provisions of the Professional Services Agreement shall be unaffected and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on
September 18, 2007.

THREE RIVERS LEVEE IMPROVEMENT
AUTHORITY OF YUBA COUNTY

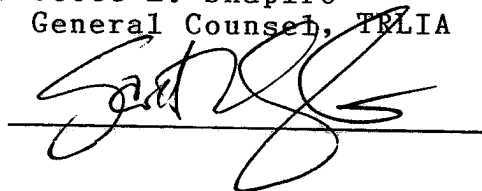

Paul G. Brunner Richard E. Webb
Executive Director Chairman

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


Raymond D. Hart
Senior Vice President

APPROVED AS TO FORM:

Scott L. Shapiro
General Counsel, TRLIA





2201 Broadway, Suite 321
Oakland, California 94612
510-835-9838
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August 20, 2007
050115

Mr. Paul Brunner, Executive Director
Three Rivers Levee Improvement Authority
1114 Yuba Street, Suite 218
Marysville, CA 95901

Dear Mr. Brunner:

**Re: Phase 4 Feather River Levee Repair Project -
Segment 1&3 Construction Management**

This letter is a follow up to your request to prepare a scope of work and budget for performing construction management (CM) services for TRLIA's Phase 4 -Feather River Levee Repair Project, Levee Segments 1 and 3 (project). The scope proposed herein covers two seasons of construction for the project, i.e., the 2007 construction season for repairs to levee Segment 3 and the 2008 construction season for repairs to levee Segment 1. This scope does not address CM services for the Feather River Setback Levee in Segment 2, scheduled to begin construction in fall 2007.

GEI will act as the CM agent for TRLIA, and will coordinate closely with TRLIA as the project owner. TRLIA will execute a separate agreement with a Construction Contractor. It is understood that TRLIA will review and approve the Construction Contractor's monthly pay estimates, change orders, and schedule changes.

The basis for the requested change in scope and budget is described below. A detailed breakdown of the estimated CM budget is presented in Table 1, including costs for conducting environmental and cultural resource monitoring and worker awareness training programs. The CM estimate is our best estimate at this time for the costs required to conduct construction management services for levee Segments 1 and 3 of the Feather River Levee Repair project. We recognize TRLIA's difficult funding situation and have reduced the proposed staffing to the minimum needed to properly manage the construction contract based on the assumed project schedule. We have also assumed some efficiency with shared staffing for the 2008 season based on the understanding that the setback levee construction contract will be underway and GEI will be performing similar CM duties.

Actual costs may be impacted by factors outside GEI control, such as by the Construction Contractor's schedule (hours worked, number of shifts), duration of construction, weather, environmental issues, and other factors. We understand that TRLIA is cost conscious, and we will conduct our work efficiently, adjusting our staffing level as appropriate for the work being conducted at the time. Our estimated cost is considered a budget and not a target, and we will manage our efforts and strive to keep actual costs under the approved budget.

As requested by Larry Dacus, additional environmental permitting costs related to preparation of an Environmental Assessment (EA) in support of the 408 authorization request for levee Segments 1 and 3 have also been included. The original scope of work did not envision the 408 process being required for this project. A summary of the estimated cost for preparation of the EA is included in Table 2.

The estimated budget increase required for the Phase 4 -Feather River Levee Repair Project, Levee Segments 1 and 3 CM services, including costs for environmental and archeological monitoring, is \$1,933,740 (Table 1), and the increased cost for preparation of the EA is \$29,920 (table 2). The total proposed revised contract amount is \$12,753,744.

SUMMARY OF CONSTRUCTION MANAGEMENT SERVICES

The GEI team will act as TRLIA's onsite representative through utilization of skilled staff, close coordination with the Construction Contractor, and document control. Contract documents will be read, understood, and kept convenient for reference. Before construction, our team will review the project in detail with the Construction Contractor and become acquainted with proposed means and methods, the equipment to be used, staging areas, and sequence of construction operations. Discrepancies found in the documents will be identified and field changes will be reviewed and approved by GEI. GEI understands that the team has no authority to change the contract or obligate TRLIA to any costs outside the contract amount prior to TRLIA's approval.

GEI's CM scope includes the field and home office services described below.

- **Contract Administration** - Construction Contractor work plans, schedules, budgets, and cash flow projections will be reviewed. A main goal of the review will be to detect potential deficiencies early, minimizing delays and cost impacts. Value engineering proposals submitted by the Construction Contractor will be evaluated. Construction Contractor claims, changes, extra work, and change orders will be identified, documented, evaluated, monitored, and negotiated if justified and approved. Independent cost estimates and change order justifications will be prepared. Work completed for progress payments and Construction Contractor invoices for progress payment will be evaluated. Monthly cash flow projections will be submitted to TRLIA for the construction contract and CM's services based on the project schedule and actual progress.

- **Meetings** - A preconstruction meeting with the Construction Contractor and TRLIA will be conducted. The meeting will cover the overall project objectives, responsibilities of key personnel and agencies, schedules, pricing schedule (bid breakdown), procedures for handling submittals, correspondence, utility relocations, permit requirements, requests for information, progress payments, change orders, and other pertinent project information.

A weekly construction progress meeting with the Construction Contractor, the CM team and TRLIA will be conducted to discuss and resolve issues related to the work. The meetings typically will cover progress, schedules, submittals, Requests for Information (RFIs), Field Instructions, Change Orders, field coordination, Quality Control/Quality Assurance, environmental compliance, and other relevant topics.

- **Coordination with Corps Staff** – It is understood that the Corps intends on maintaining a presence at the site to provide independent inspections and QA testing. The CM team will work with Corps staff, communicating issues of concern, providing required information, and responding to questions.
- **Monthly Progress Reports** – A monthly construction progress report including the following elements will be prepared:
 - Summary of the prior month's main accomplishments and current construction activities.
 - Updated construction schedule and Construction Contractors' conformance to schedule and quality requirements.
 - Identification of key problems, action items, and issues. Make recommendations for solutions. Summarize resolution of issues.
 - Summary of progress payments, change orders, disputes, submittals, RFI's, and Notices of Noncompliance.
 - Minutes of Construction Contractor progress meetings.
 - Critical Action Item Report.
 - Photographs of representative project activities, including progress photos.
 - Summary of regulatory agency visits and issues.
 - Construction cost information to date.
- **Construction Contractor Submittals** – Construction Contractor submittals will be reviewed for the purpose of determining whether information contained in the submittal conforms to the requirements of the contract documents. Submittals that do not conform to the requirements will be returned to the Construction Contractor for correction.
- **Requests for Information** - Construction Contractor Requests for Information (RFIs) will be reviewed and written responses will be provided. Responses to RFI's that require changes to the design will be coordinated with TRLIA and the pertinent regulatory agencies.

- **Construction Inspections** - Construction activities will be observed and oversight services will be provided to ensure that Construction Contractors' work is performed in accordance with construction plans and specifications, and is consistent with the intent of the design. Field staff will interface with the home office design staff on technical issues and concerns. The Construction Inspector's activities will include:
 - Inspecting materials and quality of work for conformance to the plans and specifications
 - Recording quantities of materials received or used during specified periods
 - Inspecting material delivered for conformance with the contract documents
 - Maintaining a daily log of construction and inspection activities and comparing the log with the Construction Contractor generated progress reports
 - Verifying depth and alignment of cutoff walls.
 - Observing slurry trench excavation and backfilling.
 - Verifying the proper placement and compaction of levee embankment materials in conformance with the contract documents.
 - Monitoring and logging relief well drilling and installation.
 - QA tests performed as described under QA Testing below.
- **Designer Field Visits** – Regular visits to the site by design personnel will be conducted to ensure the following:
 - Design assumptions and principles are consistent with site conditions observed during construction.
 - Project personnel are given assistance in adapting project designs to actual site conditions as they are revealed during construction.
 - Engineering issues, not fully assessed in original design are observed, evaluated, and appropriate actions taken.
- **Quality Assurance Testing** – The CM team will conduct QA testing to ensure compliance with the requirements of contract documents. QA testing will be conducted for the slurry mix, embankment material, and other project features. The CM team will also check the effectiveness and adequacy of the Construction Contractors quality control (QC) program and take action to have deficiencies corrected.
- **Start-Up, Closeout and Acceptance** – The CM team will implement procedures for the systematic, orderly and timely completion, acceptance, and transfer of facilities constructed, as well as the closeout of contracts. A detailed project punch list will be prepared at closeout of the project. Upon correction of deficiencies, and prior to acceptance of work, a final walk-through will be scheduled and conducted with the Construction Contractor and TRILIA.

- **Construction Summary Report** – After completion of Segments 1 and 3 construction, a Construction Summary Report will be prepared. The report will include the following:
 - Summary of the project history and overview of the contracts.
 - Problems encountered and resolutions made.
 - Summary of major changes (including costs), reasons for the changes.
 - Summary of bid and final project costs.
 - Photographs depicting construction work in progress.
 - Project record drawings.
- **Preconstruction Biological Surveys, Training, and Construction Monitoring** – The environmental team consisting of primarily EDAW biologists will conduct the training, survey, monitoring, and coordination activities described below for biological resources before and during the construction activities planned to take place on Segments 1 and 3 in 2007 and 2008. The team will conduct surveys for giant garter snake, Swainson's hawk nests, nests of other raptors, and burrowing owls, and conduct training, monitoring and coordination as described below. This scope of services includes coordination with resource agency staff regarding the results of the surveys and additional efforts that may be required to adapt avoidance and minimization measures based on survey results or unanticipated project needs.

Construction Training, Coordination, and Monitoring. Biologists will conduct awareness training for construction and other site workers, as required by the U.S. Fish and Wildlife Service for giant garter snake and valley elderberry longhorn beetle. It is assumed that up to three training sessions may be required. The biologists will coordinate with the CM team and the Construction Contractor regarding proper implementation of avoidance and minimization measures and conduct regular monitoring visits to verify such implementation throughout the construction period. Monitoring efforts will consist of regular "spot checks" on a weekly or bi-weekly basis depending on the level of construction activity and sensitivity of areas where construction is taking place. Monitoring visits will often occur concurrently with preconstruction survey activities described below.

Giant Garter Snake. Biologists will conduct surveys for giant garter snake immediately prior to (within 24 hours of) construction activity within 200 feet of suitable aquatic habitat. It is assumed that the only areas of suitable aquatic habitat adjacent to the project footprint are the end of Clark Slough at Pump Station #2.

Swainson's Hawk. Surveys will be conducted before beginning project activity in any given area. These surveys will be conducted to identify locations of active Swainson's hawk nests that could be disturbed by project activities. Methods will generally follow Swainson's Hawk Technical Advisory Committee recommendations. It is assumed that six days of pre-construction surveys and up to six days of nest monitoring may be required to determine the location of active nest sites and ensure project activities do not result in nest disturbance.

Other Nesting Raptors. Surveys will be conducted before beginning project activity in any given area. These surveys will be conducted to identify locations of active raptor nests that could be disturbed by project activities. This activity will be conducted concurrently with Swainson's hawk survey and monitoring.

Burrowing Owl. Surveys will be conducted before beginning project activity in any given area. These surveys will be conducted to identify locations of active burrowing owl burrows that could be disturbed by project activities. This activity will be conducted concurrently with Swainson's hawk survey and monitoring.

Agency Reporting. The team will provide resource agency staff information regarding the progress and results of the survey efforts described above. Reporting will consist of phone calls and letter reports.

- **Cultural Resources Monitoring Near Site Ca-Yub-13** – Documentary research indicates that a prehistoric habitation/activity site was recorded in the vicinity of Star Bend and related archaeological remains may still exist within the area. This site is identified as CA-Yub-13. Recent focused subsurface testing suggests that at least some of the site has been heavily disturbed and graded in the past, possibly destroying all archaeological remains that once existed in this area. However, it is possible that intact sites, features, artifacts, and human interments may be present in areas nearby and/or outside the bounds of the testing program at Star Bend.

To meet the requirements of Mitigation Measure ASB-5.8-b(2) in the Draft EIR, the GEI team will provide a qualified archeologist as the cultural resources monitor, and a Native American monitor during all project-related ground-disturbing activities in the vicinity of prehistoric archeological site CA-Yub-13. The Native American monitor will be a representative of Mr. Ren Reynolds of the Enterprise Rancheria, the Most Likely Descendent (per the Native American Heritage Commission) for this project. It is assumed that no more than eight days of ground disturbing activities will occur in the area requiring the archeological monitor and Native American monitor to be present.

During the monitoring activities near site CA-Yub-13 the archaeologist will maintain a monitoring log outlining the daily extent of ground disturbing activities, encountered soil conditions and archaeological remains if discovered. If prehistoric or historic-era remains are discovered, in-field assessments of their potential significance and management procedures will be noted. These logs and a confidential letter-format summary monitoring report will be provided to TRLIA and the North Central Information Center of the California Historical Resources Information System.

ASSUMPTIONS

Our attached labor and direct cost estimate is based upon the following assumptions. Deviations caused by the contract's work schedule or the requirements of the project may be beyond our control and necessitate budget adjustment.

- The repairs to levee Segments 1 and 3 of the Phase 4 Feather River Levee Repair project will be implemented in two seasons, with assumed construction period of mid-August through November 2007 for Segment 3 and April through August 2008 for Segment 1 (including Site 7 Extension). Construction operations are assumed to be one ten-hour shift per day, five days per week.
- GEI field staff will utilize the field offices, furniture, computers, copiers, phones and fax machines provided by the Construction Contractor.
- GEI will perform CM duties for Segment 2 construction beginning in late 2007. Therefore efficiencies with shared staff and equipment have been assumed.
- GEI will not provide health and safety oversight except for its own employees. Construction Contractor's health and safety is considered to be exclusive responsibility of the Construction Contractor.
- Two special-status plant species, rose mallow and Wright's trichoronis, have potential to occur in the project area. Both species are associated with wetland habitats. Because no wetland habitats would be affected by construction in Segments 1 and 3, preconstruction surveys for these species are not included in the scope.
- The scope of work does not include additional time for the environmental team resulting from any violations of species-protection requirements committed by construction personnel.
- The scope of work does not include actions to address potentially significant cultural resources if they are encountered during construction. If evidence of potentially significant cultural resources are found, an appropriate course of action will be developed to address the resources (e.g., research, field investigations) and a contract amendment will be required to implement the measures.

We are pleased with the opportunity to work with you and your staff during the construction phase of this vitally important project. Please call me or Dan Wanket if you have any questions.

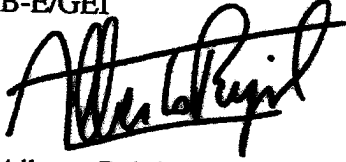
Mr. Paul Brunner

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August 20, 2007

Sincerely,

B-E/GEI

A handwritten signature in black ink, appearing to read "Alberto Pujol". The signature is written in a cursive style with a large initial "A" and a long horizontal stroke extending across the name.

Alberto Pujol, P.E., G.E
Project Manager

TABLE 1
PHASE 4 FEATHER RIVER LEVEE REPAIR PROJECT
COST ESTIMATE FOR CONSTRUCTION MANAGEMENT - LEVEE SEGMENTS 1 & 3
 revised 8/9/07

FIELD SERVICES

Season 1 2007 - Segment 3 - Assume 3.5 Months Construction, Single Shift, 1 Slurry Wall Heading

Description	Grade	No. of Months	Hours per Month	Total Hours	Unit Rate	Cost
Construction Manager / Resident Engineer	Grade 7	4.5	100	450	\$180	\$81,000 - Assume 2/3 time on project
Office Engineer	Grade 3	4.5	220	990	\$101	\$99,990
Lead Field Inspector	Grade 4	4.5	173	778.5	\$111	\$86,414
Field Inspector 2	Grade 3	3	250	750	\$101	\$75,750
Field Inspector 3	Grade 3	0	250	0	\$101	\$0
Field Inspector 4	Grade 3	3	250	750	\$101	\$75,750
Lab Tech	Grade 2	3	250	750	\$91	\$68,250
Administrative Assistant	local	4.5	80	360	\$75	\$27,000
Subtotal Field Services				4,079		\$438,404

ENVIRONMENTAL/CULTURAL SURVEYS AND MONITORING

Item Description	Unit	Quantity	Unit Rate	Total	Remarks
Vehicles	Months	5	\$6,000	\$30,000	Five pickups @ 1,200 /mth
Fuel	Months	5	\$3,300	\$16,500	Assume 50 gal / week / vehicle @ \$3.30/gal
Airline	Trips	10	\$400	\$4,000	Assume 1 flight every other week
Geotechnical Sampling and Testing	LS	1	\$40,000	\$30,000	Outside QA testing for slurry mix, specialty testing

Labor

Item Description	Estimated Hours	Unit rate	Total	Remarks
Pre-Const Biological Surveys, Training, Monitoring	400	125	50000	
Cultural Resource Monitoring	120	100	12000	
Weekly Meeting	280	145	40600	
Direct Costs				
Mileage				
Reproduction and Courier				
Native American monitor				
Subtotal			\$111,600	
Direct Cost Mark-up @ 15%			\$16,740	
Subtotal - Environmental/Cultural Surveys and Monitoring			\$128,340	

TOTAL ESTIMATED COST

TOTAL ESTIMATED COST			\$1,933,740
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Notes:

- Assumes duration for construction of 3-1/2 months in 2007 and 5 months in 2008, with one month for close-out each season
- Field office, furniture, lab and field testing equipment, and office equipment (computers, copier, fax) assumed to be provided by construction contractor (Contractor)
- All safety supervision assumed by Contractor
- QC inspections and testing assumed by Contractor; Owner QA inspections and testing provided by CM
- Construction operations assumed to be one ten-hour shift per day, five days per week.
- Oversite of Contractor SWPPP measures between seasons (i.e. December 2007 - March 2008) assumed to be included with Segment 2 CM

Total

**TABLE 2
FEATHER RIVER LEVEE REPAIR PROJECT - LEVEE SEGMENT 1 AND 3
COST ESTIMATE FOR PREPARATION OF ENVIRONMENTAL ASSESSMENT
IN SUPPORT OF 408 AUTHORIZATION**

Item	Estimated Cost		Total	Comments
	EDAW	B-E/GEI		
Administrative Draft EA	\$14,200	\$2,560	\$16,760	- Assume 100 hours EDAW and 16 hours GEI
Draft EA	\$4,900	\$1,280	\$6,180	- Assume 32 hours EDAW and 8 hours GEI
Coordination with Corps	\$5,200	\$1,280	\$6,480	- Assume 32 hours EDAW and 8 hours GEI
ODC's	\$500		\$500	
Total	\$24,800	\$5,120	\$29,920	