

AMENDMENT NO. 12

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 May 18, 2010, 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 \$10,792,084.
 - 1.7. Effective September 18, 2007, the parties entered into Amendment No. 6 to the Agreement for Professional Services relating to TRLIA's Phase 4 Feather

- River Setback Levee design in the amount of \$1,963,660 for a total contract value of \$12,755,744.
- 1.8. Effective April 15, 2008, the parties entered into Amendment No. 7 to the Agreement for Professional Services relating to TRLIA's Phase 4 Feather River Setback Levee design in the amount of \$636,300 for a total contract value of \$13,392,044.
 - 1.9. Effective June 17, 2008, the parties entered into Amendment No. 8 to the Agreement for Professional Services relating to TRLIA's Phase 4 Feather River Setback Levee design in the amount of \$5,671,000 for a total contract value of \$19,063,044.
 - 1.10. Effective September 8, 2008, the parties entered into Amendment No. 9 to the Agreement for Professional Services relating to TRLIA's Phase 4 Feather River Setback Levee design in the amount of \$358,200 for a total contract value of \$19,421,244.
 - 1.11. Effective November 18, 2008, the parties entered into Amendment No. 10 to the Agreement for Professional Services relating to TRLIA's Phase 4 Feather River Setback Levee design in the amount of \$536,764 for a total contract value of \$19,958,008.
 - 1.12. Effective July 9, 2009, the parties entered into Amendment No. 11 to the Agreement for Professional Services relating to TRLIA's Phase 4 Feather River Setback Levee design in the amount of \$829,986 for a total contract value of \$20,787,994.
 - 1.13. The parties now desire to amend the Professional Services Agreement to expand scope of services and base contract fee.
2. **Twelfth 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 May 4, 2010 (Exhibit A) to address additional construction management and environmental compliance support, as well as other additional/out of scope work items for the Feather River Levee Repair Project.
 - 2.2. The payment, budget, and not-to-exceed amounts (Professional Services Agreement Attachment B) are amended by the attached Exhibit A to include the additional amount of \$860,948 for a total contract of \$21,648,942.
 - 2.3. The Contract termination date has been revised to June 30, 2011.

3. **No Effect on Other Provisions.** Except for the modifications in Section 2 of this Amendment, 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 Amendment on
May 18, 2010, 2010.

THREE RIVERS LEVEE IMPROVEMENT
AUTHORITY OF YUBA COUNTY



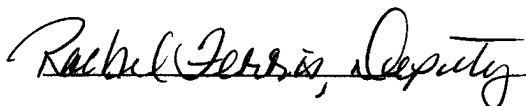
Paul G. Brunner
Executive Director

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



Raymond D. Hart
Senior Vice President

ATTEST:
DONNA STOTTLEMEYER
SECRETARY, THREE RIVERS



APPROVED AS TO FORM:
ANDREA CLARK
GENERAL COUNSEL, TRRIA

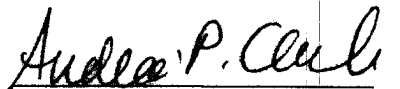


EXHIBIT A



180 Grand Ave., Suite 1410
Oakland, California 94612
510-350-2900
FAX 510-350-2901

May 11, 2010
050115

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

Re: Agreement for Professional Services on Three Rivers Levee Improvement Authority's Phase 4 Feather River Levee Repair Project – Request for Amendment No. 12

Dear Mr. Brunner:

In follow up to recent conversations with Mr. Larry Dacus, TRLIA Design Manager, the purpose of this letter is to present scope of work and cost estimates for addressing out-of-scope and additional work items for Segment 2 of TRLIA's Phase 4 -Feather River Levee Repair Project. Specifically, this budget adjustment request addresses the following items:

1. Additional Construction Management (CM) Effort Due to Greater than Budgeted Levee Construction Duration
2. Additional Evaluation of Stained Soil at the Naumes Property
3. Additional Cultural Monitoring Requirements
4. Additional Biological Monitoring Due to Schedule Impacts
5. Preparation of a Construction Report Addendum
6. Preparation of an Addendum to the August 2007 Feather River Setback Levee Phase 1 Environmental Site Assessment
7. Additional Project Management Support

These work items and the basis for the requested adjustment in scope and budget for Levee Segment 2 are described in Attachment 1. The cost estimates for these additional work items are included in Attachment 2. In summary, we estimate that a net budget increase of \$860,948 is needed to address the out-of-scope and additional work items described in Attachments 1 and 2. The largest cost item, additional CM effort for levee Segment 2, totals \$476,400 and represents approximately an 8.4% increase over the Segment 2 CM budget approved in Amendment No. 8 dated June 17, 2008.

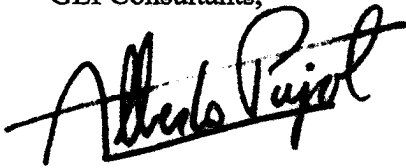
As agreed to in previous discussions between Ray Hart and Paul Brunner and summarized in our letter dated July 9, 2009, GEI agreed to revert to using its 2008 billing

rates instead of its 2009 rates and reduce the mark-up on subcontracts to 10% going forward to help TRLIA manage its costs in this challenging economic climate. For the work included in this amendment, GEI proposes to continue to hold the same 2008 fee schedule, included as Attachment 3, which represents a decrease of approximately 6% from our current standard rates.

The scope and budget adjustments contained herein represent our best estimate at this time. With this said, we strive to conduct our work as efficiently as possible. We will manage our efforts and strive to keep actual costs under the approved budget.

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

Sincerely,
GEI Consultants,

A handwritten signature in black ink, appearing to read "Alberto Pujol". The signature is written in a cursive, flowing style with some overlapping letters.

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

Attachments 1, 2, and 3

C: Larry Dacus and Ric Reinhardt (TRLIA/MBK Engineers)
Ray Hart and Dan Wanket (GEI Consultants)

ATTACHMENT 1
FEATHER RIVER LEVEE REPAIR PROJECT, SEGMENT 2 SETBACK LEVEE
OUT OF SCOPE AND ADDITIONAL WORK ITEMS

Construction Management: As was indicated in our July 19, 2009 letter, the construction schedule for Segment 2 has deviated significantly from our understanding of the schedule at the time we prepared the construction management (CM) budget in May 2008. We have strived to monitor and control the construction management budget as tightly as possible, but based on Teichert Construction's anticipated schedule for year 2010 it is apparent that an adjustment will be required to the CM budget to complete our services on the project. To develop the original cost estimate for CM services in May 2008, the following schedule assumptions were made in coordination with TRLIA:

- Begin construction - June 1, 2008
- 2008 construction (June - November 2008) - completion of 70% of foundation, 50% of embankment, and 80% of pump station
- 2009 construction (March - June 2009) - completion of remainder of setback levee, including foundation, embankment, and pump station

Thus, the basis for the May 2008 Amendment No. 8 that incorporated the CM services into our scope included a total construction period of ten months for setback levee construction plus eight months for levee degradation (not including two 3-month winter breaks). These durations were used for budgeting purposes.

However, while levee construction started as assumed, delays in the flow of funds, land acquisition, and permits (primarily the Corps 404 permit and 408 authorization, and DFG 2081 permit), as well as complexities and delays in the approvals of the south tie-in redesign necessitated by the discovery of Site CA-YUB 1677, resulted in a substantially longer duration of levee construction. The setback levee was not topped out until October 2009, and construction of other key components (Pump Station No. 3, landside drainage system, relief wells, roads, gates and appurtenances) extended into December 2009, with some significant items still remaining to be completed today. In summary, the construction duration assumed in establishing the original CM budget was 10 months (6 months in 2008, 4 months in 2009), while the actual construction schedule was 16 months (6 months in 2008 and 10 months in 2009). The duration of construction took approximately six months greater than budgeted for. The estimated cost impact of the extended levee construction schedule and associated CM requirements is shown in Table 1 of Attachment 2.

On the other hand, the expected duration of levee degradation still agrees well with that originally assumed for budgeting purposes. As noted in the lower part of Table 1, levee degradation was originally assumed to last eight months, beginning upon receipt of regulatory approvals in the second half of 2009 or early 2010, and ending in summer or fall 2010. Degradation actually started in late August 2009 and is now expected to be completed in August 2010, with a total duration of about 8 months (four months in 2009 and four months in 2010). While the original budget assumed sequential levee construction and degradation, in actuality these two major phases have overlapped.

Therefore, some efficiencies have derived as a result of the sharing of staff for both phases (e.g. same construction manager, cost control engineer, administrative support, and shared inspectors). These efficiencies are accounted for in the attached cost estimate.

In summary the estimated cost impact of the extended schedule and associated CM requirements is \$476,400 as shown in Table 1 of Attachment 2.

Evaluation of Stained Soil at Naumes Property: In early 2009 stained soil with moderate petroleum odor was observed on Naumes property within the setback area. TRLIA developed an initial approach that included site characterization, then removal and disposal of the material by the setback levee contractor. In order to evaluate the condition of the soil and recommendations for disposal, GEI prepared a brief work plan, collected soil samples of the stained soil and surrounding and underlying areas, conducted chemical laboratory analyses of the soil samples, and prepared a summary memorandum. The estimated cost for this work was \$12,600 and was addressed in Change Order No. 11.

After developing the budget included in Change Order No 11, the scope of this effort was substantially increased to address TRLIA's interest in obtaining Yuba County's approval of a removal work plan and closure endorsement, as well as having Naumes sign the waste manifest for soil disposal. TRLIA's legal counsel Downey Brand was placed in the lead and directed the TRLIA team for this effort, including directing GEI activities related to the stained soil. The increased level of effort beyond the assumptions in Change Order No. 11 included extensive coordination with Downey Brand, Yuba County, and Naumes representatives, additional site characterization, development of a second work plan to issue to Yuba County, and a completion report for submittal to Yuba County. As shown in Table 2 of Attachment 2, GEI's total actual cost for the stained soil removal was \$39,208, or \$26,608 more than the cost included in Change Order No. 11.

Archaeological and Native American Monitoring During Construction: Due to concerns expressed by Enterprise Rancheria to TRLIA regarding lack of Native American monitors at times the archeological monitoring was not required per the HPTP and MOU, TRLIA instructed the GEI team to allow continued Native American monitoring. In addition, TRLIA instructed the GEI team to continue providing a Native American monitor during setback levee construction and old levee degradation activities based on discussions between TRLIA and Enterprise Rancheria. TRLIA has also instructed the GEI team to continue providing the Native American monitors during the 2010 construction season for levee degradation activities. The costs for this additional monitoring for the additional Native American monitoring is \$67,900.

Biological Monitoring During Construction: Additional biological resource worker awareness training, surveys, and monitoring will be required for the 2010 construction season. Initial activities prior to construction initiation have focused on surveys for nesting raptors, which are expected to be the critical biological resource constraint on levee degradation activities in 2010 since work will substantially be performed during the nesting season. Prior to initiating construction, worker awareness training will be conducted as required by the U.S. Fish and Wildlife Service for giant garter snake, valley

elderberry longhorn beetle, and California Department of Fish and Game (DFG) for Swainson's hawk. This work is included in GEI's current scope.

The current scope of work included in Contract Amendment No. 8 assumed 6 days of raptor nest monitoring would be required per construction season. This assumption appeared reasonable when the scope was prepared in early 2008 since the project site is large and it was understood that there would be flexibility in scheduling work areas to avoid nesting sites. Raptor nest monitoring requirements were not significant in 2008 (construction did not begin until most young had fledged and nests were empty) and 2009 (most construction occurred reasonably far from nesting sites). The situation for the 2010 construction season is quite different. Levee degradation began late in the 2009 construction season due primarily to the discovery of CA-YUB-1677 and the resulting delays in setback levee construction and regulatory approval to commence with degradation. In order to begin degradation in 2009, TRLIA needed to commit to backfilling substantial portions of the borrow areas, including the setback area (to reduce potential setback levee seepage impacts and minimize fish stranding potential), the Uppal site (to reduce potential setback levee seepage impacts) and Platter/JTS (to meet landowner commitments). A significant amount of material from levee degradation was required to meet these commitments prior to winter shutdown, necessitating an efficient and expeditious earthmoving operation with several spreads of equipment utilizing the complete levee alignment.

The TRLIA team began evaluating potential raptor nesting sites in early 2010. As potential sites were identified, it became apparent that many nesting sites could substantially impact earthmoving operations if the standard raptor buffers were implemented. To address this issue, a meeting was held at the site with TRLIA's construction manager, the assigned DFG biologist, and TRLIA's biologist (from our subconsultant EDAW). During the meeting it was agreed that full-time biological monitoring of raptor nests to monitor the effects of construction activities will be required in order to minimize raptor nest buffers and reduce construction impacts and resulting increased construction costs. Alternatively, construction could be delayed until after nesting birds have fledged, typically mid-July, or construction operations could be routed outside the nesting buffers. Either of these alternatives would likely increase construction costs many times the cost for biological monitors.

As requested by TRLIA's construction manager, the proposed additional budget assumes one full time monitor and one half time monitor for an assumed 3-month levee degradation construction period. The actual level of monitoring required will depend on the number and location of raptor nests found; type, intensity, and duration of construction activities in the vicinity of these nests; sensitivity of individual nesting raptors to construction activities; ability of individual birds to acclimate to construction activities; and timing of when chicks fledge.

The estimated cost of greater-than-budgeted biological monitoring is \$154,440 as shown in Table 2 of Attachment 2.

Construction Report Addendum: The current scope assumes the preparation of one Construction Completion Report for the Feather River Levee Segment 2 construction

project. However, due to the schedule extension described above and the immediate need to certify the levee in April 2010 there will be a need to prepare two construction completion reports. The first report was completed in May 2010 and described the completion of the setback levee in 2009, including the levee embankment, cutoff wall, stability berms, Pump Station No. 3, and associated work such as drainage features. This report was submitted with the certification package. The second report will be an addendum to address the construction activities completed in 2010, including levee degradation, floodplain swale construction, borrow area backfilling and grading, and relief well construction. The estimated cost for preparing the second construction report is \$36,200 as shown in Table 2 of Attachment 2.

Preparation of an addendum to the August 2007 Feather River Setback Levee Phase 1 Environmental Site Assessment (ESA): TRLIA has requested that GEI prepare an addendum to the August 2007 Phase 1 ESA to incorporate additional property acquired by TRLIA based on negotiations with landowners. The purpose of the Phase 1 ESA addendum is to support TRLIA's right-of-way acquisition and DWR compensation. The property to be included in the addendum includes the eastern portions of Flores and Herold. The estimated cost is \$11,000 as shown in Table 2 of Attachment 2.

Project Management: Contract Amendment No. 11 increased GEI's PM budget to address PM support to TRLIA through July 2009. PM requirements have continued beyond July 2009, and are expected to continue for some time to address issues such as GEI team coordination with TRLIA, support to TRLIA for EIP grant fund reporting, support of TRLIA's right-of-way activities, support to TRLIA's restoration/mitigation and land use planning, support to TRLIA during project closeout, and other coordination requirements with TRLIA and regulatory agencies. The estimated cost is \$88,400 as shown in Table 2 of Attachment 2.

Attachment 2

Cost Estimate Tables

TABLE 1

**Feather River Levee Repair Project, Segment 2 Setback Levee
Additional Construction Management Effort Due to Greater than Budgeted Levee Construction Duration
Revised April 14, 2010**

Table 1A - Additional Cost Due to Extended Construction Schedule and Increased Levee Construction Duration

Revised 2009 Construction Field Services Adjusted for Extended Schedule	\$2,215,900	- See Table 1B below - Adjusted 2009 construction schedule incorporating schedule extension due to delays (permitting, funding, land acquisition)
Less Original 2009 Construction Field Services Cost Estimate	\$1,287,400	- See Table 1C below - 2009 construction schedule assumed in May 2008 (Contract Amendment No. 8)
Less 50% of Degradation Cost Estimate	\$452,100	- See Table 1C below - adjust for efficiencies due to 4 months of assumed 8 month degradation schedule completed in 2009 simultaneous with setback levee construction
Total Additional Cost Due to Schedule Impact	\$476,400	

Table 1B - 2009 Construction Field Services, Adjusted for Extended Schedule (delays due to permitting, funding, land acquisition)

Season 2 (2009) - Segment 2 Setback Levee Construction
Actual Schedule:
- 10 Months construction (March - December)

Labor

Description	Grade	No. of Months	Hours per Month	Total Hours	Unit Rate	Cost
Construction Manager / Resident Engineer	Grade 7	10	173	1,730	\$198	\$326,970
Cost Controls / Scheduling	Grade 7	0	0	0	\$0	\$0 (Note - portion merged w/CM)
Office Engineer	Grade 3	10	220	2,200	\$108	\$238,200
Lead Field Inspector	Grade 4	10	220	2,200	\$118	\$259,600
Field Inspector 2	Grade 3	2	250	500	\$108	\$53,000 cutoff wall
Field Inspector 3	Grade 3	2	250	500	\$108	\$53,000 cutoff wall
Field Inspector 4	Grade 3	10	220	2,200	\$108	\$238,200 earthwork
Field Inspector 5	Grade 3	10	220	2,200	\$108	\$238,200 earthwork
Lab Tech	Grade 2	10	220	2,200	\$96	\$211,200 cutoff wall/earthwork
Administrative Assistant	Admin	10	80	800	\$75	\$60,000
Subtotal Field Services				14,530		\$1,663,370

Direct Costs

Item Description	Unit	Quantity	Unit Rate	Total	Remarks
Vehicles	Months	64	\$1,200	\$76,800	Pickups for CM and Inspectors 1,200 /mth
Fuel	Months	64	\$866	\$55,424	Assume 50 gal / week / vehicle @ \$3.00/gal (Note - reduced fuel cost)
Airline	Trips	9	\$400	\$3,600	Assume 1 flight every other week
Geotechnical Sampling and Testing	LS	1	\$90,000	\$90,000	Outside QA testing for slurry mix, specialty testing
Surveys	LS	1	\$25,000	\$25,000	allowance
Reproduction and Courier	LS	1	\$10,000	\$10,000	allowance
Field Supplies and Misc.	LS	1	\$20,000	\$20,000	allowance
Per Diem	Months	69	\$3,210	\$221,490	GSA per diem rate.
Subtotal				\$492,314	
Direct Cost Mark-up @ 15%				\$73,847	(Note - reduced markup to 10%)
Subtotal Direct Costs				\$566,161	
Subtotal - 2009 Season Field Services					\$2,215,900

Table 1C - From May 2008 Contract Amendment No. 8 - Budget for Field Services - 2009 Construction and Levee Degradation

Season 2 (2009) - Segment 2 Setback Levee Construction
Assumptions:
- Maintain site over winter (Jan - Feb 2009)
- 4 Months construction (March - June)
- 30% completion of foundation work
- 50% completion of embankment
- Single shift
- 2 slurry wall headings

Labor

Description	Grade	No. of Months	Hours per Month	Total Hours	Unit Rate	Cost
Construction Manager / Resident Engineer	Grade 7	5	130	650	\$198	\$127,850 3/4 time
Cost Controls / Scheduling	Grade 7	5	173	865	\$198	\$171,485
Office Engineer	Grade 3	5	220	1,100	\$108	\$118,800
Lead Field Inspector	Grade 4	4	220	880	\$118	\$103,840
Field Inspector 2	Grade 3	2	250	500	\$108	\$53,000 cutoff wall
Field Inspector 3	Grade 3	2	250	500	\$108	\$53,000 cutoff wall
Field Inspector 4	Grade 3	4	220	880	\$108	\$95,280 earthwork
Field Inspector 5	Grade 3	4	220	880	\$108	\$95,280 earthwork
Lab Tech	Grade 2	4	220	880	\$96	\$84,480 cutoff wall/earthwork
Administrative Assistant	Admin	4	80	320	\$75	\$24,000
Subtotal Field Services				7,455		\$907,815

Direct Costs

Item Description	Unit	Quantity	Unit Rate	Total	Remarks
Vehicles	Months	35	\$1,200	\$42,000	Pickups for CM and Inspectors 1,200 /mth
Fuel	Months	35	\$866	\$30,310	Assume 50 gal / week / vehicle @ \$4.00/gal
Airline	Trips	9	\$400	\$3,600	Assume 1 flight every other week
Geotechnical Sampling and Testing	LS	1	\$90,000	\$90,000	Outside QA testing for slurry mix, specialty testing
Surveys	LS	1	\$25,000	\$25,000	allowance
Reproduction and Courier	LS	1	\$10,000	\$10,000	allowance
Field Supplies and Misc.	LS	1	\$20,000	\$20,000	allowance
Per Diem	Months	34	\$3,210	\$109,140	GSA per diem rate.
Subtotal				\$339,050	
Direct Cost Mark-up @ 15%				\$50,903	
Subtotal Direct Costs				\$379,588	
Subtotal - 2009 Season Field Services					\$1,287,400

Segment 2 Levee Degradation
Assumptions:
- Maintain site over winter
- 8 Months construction
- Degrade existing levee
- Single shift

Labor

Description	Grade	No. of Months	Hours per Month	Total Hours	Unit Rate	Cost
Construction Manager / Resident Engineer	Grade 7	8	87	783	\$198	\$147,987 - 1/2 time
Office Engineer	Grade 3	8	190	1,520	\$108	\$124,020 - 3/4 time
Lead Field Inspector	Grade 4	8	220	1,760	\$118	\$207,680
Field Inspector 2	Grade 3	8	220	1,760	\$108	\$189,580
Subtotal Field Services				5,473		\$669,267

Direct Costs

Item Description	Unit	Quantity	Unit Rate	Total	Remarks
Vehicles	Months	34	\$1,200	\$40,800	Pickups for CM and Inspectors 1,200 /mth
Fuel	Months	34	\$866	\$29,444	Assume 50 gal / week / vehicle @ \$4.00/gal
Airline	Trips	16	\$400	\$6,400	Assume 1 flight every other week
Geotechnical Sampling and Testing	LS	1	\$25,000	\$25,000	Outside QA testing for JTS/Plaster borrow area backfill
Surveys	LS	1	\$12,500	\$12,500	allowance
Reproduction and Courier	LS	1	\$5,000	\$5,000	allowance
Field Supplies and Misc.	LS	1	\$7,500	\$7,500	allowance
Per Diem	Months	25	\$3,210	\$80,250	GSA per diem rate.
Subtotal				\$269,494	
Direct Cost Mark-up @ 15%				\$40,424	
Subtotal Direct Costs				\$277,928	
Subtotal - Degradation Field Services					\$904,200

Table 2
Feather River Levee Repair Project, Segment 2 Setback Levee
Amendment No. 12 Cost Summary
Revised 4/15/10

Work Item	Estimated Cost for Out-of-Scope Items					Comments/Assumptions
	GEI Costs		Subcontractor		Total	
	Hours	Rate	Labor Cost	EDAW		
Segment 2 Setback Levee						
Additional Construction Management Effort Due to Greater than Budgeted Levee Construction Duration					476,400	- See Table 2 for details
Greater than Anticipated Costs in the Evaluation of Stained Soil at the Naumes Property					26,608	- Total actual cost = \$39,208, less budget of \$12,600 included in Contract Amendment 11
Greater than Anticipated Cultural Monitoring Requirements			67,900		67,900	- Includes actual cost of \$38,400 expended in 2009 & estimated 2010 costs of \$29,500 - 2010 costs assume NA monitor onsite for 12 weeks at 40 hrs/wk = 480 hrs @ \$40/hr plus transportation and EDAW oversite
Greater than Anticipated Biological Monitoring Due to Schedule Impacts				154,440	154,440	- assumes 1.5 full time monitors for 3 months - costs assume 6 days/wk, 10 hrs/day = 1170 hrs @ \$120/hr
Preparation of a Construction Report Addendum	240	130	31,200	5,000	36,200	- Estimated level of effort
Preparation of an Addendum to the August 2007 Feather River Setback Levee Phase 1 Environmental Site Assessment	60	150	9,000	2,000	11,000	- Estimated level of effort
Additional Project Management Support	442	200	88,400		88,400	- Estimated level of effort
Total Cost			128,600	7,000	222,340	\$860,948

Attachment 3

2008 GEI Fee Schedule



FEE SCHEDULE

<u>Personnel Category</u>	<u>Hourly Billing Rate \$ per hour</u>
Staff Professional – Grade 1	\$ 86
Staff Professional – Grade 2	\$ 96
Project Professional – Grade 3	\$ 106
Project Professional – Grade 4	\$ 118
Senior Professional – Grade 5	\$ 140
Senior Professional – Grade 6	\$ 160
Senior Professional – Grade 7	\$ 189
Senior Consultant – Grade 8	\$ 212
Senior Consultant – Grade 9	\$ 261
Senior Principal	\$ 315

Senior CADD Drafter and Designer	\$ 106
CADD Drafter / Designer and Senior Technician	\$ 96
Technician, Word Processor, Administrative Staff	\$ 78
<u>Office Aide</u>	<u>\$ 62</u>

These rates are billed for both regular and overtime hours in all categories. Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract.

OTHER PROJECT COSTS

Sub-consultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a ^{10%} service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state sales and use taxes and state taxes on GEI fees. AP 7/19/09

Billing Rates for CADD and Specialized Technical Computer Programs – Computer usage for CADD and specialized technical programs will be billed at a flat rate of \$10.00 per hour in addition to the labor required to operate the computer.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.