

**AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the Three Rivers Levee Improvement Authority, a joint exercise powers agency established pursuant to the laws of California ("TRLIA"), and ENGEO Incorporated, ("Contractor") (each a "party" and collectively "the parties").

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 1, 2011

Termination Date: December 31, 2012

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 TRLIA time in which to complete a novation or renewal contract for Contractor and TRLIA 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 TRLIA under a new agreement following expiration or termination of this Agreement.

3. PAYMENT.

TRLIA 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 TRLIA 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. GENERAL PROVISIONS.

The general provisions set forth in Attachment "C" 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.

6. DESIGNATED REPRESENTATIVES.

Paul G. Brunner, Executive Director, is the representative of the TRLIA and will administer this Agreement for the TRLIA. Uri Eliahu is the authorized representative for Contractor. Changes in designated representatives shall occur only by advance written notice to the other party.

7. ATTACHMENTS.

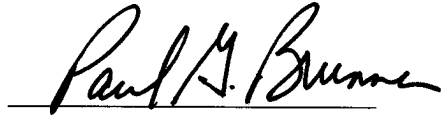
All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

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

8. **TERMINATION.** TRLIA and Contractor shall each have the right to terminate this Agreement upon 30 days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on 11-28-2011, 2011.

THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY



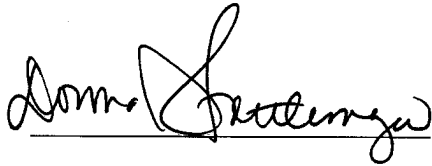
Paul G. Brunner, P.E.
Executive Director

ENGEO Incorporated



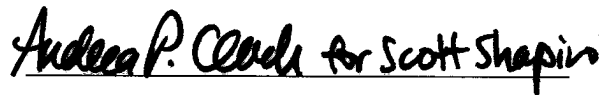
Uri Eliahu

ATTEST:
DONNA STOTTEMEYER,
SECRETARY



APPROVED AS TO FORM:
SCOTT L. SHAPIRO

THREE RIVERS LEVEE IMPROVEMENT
AUTHORITY GENERAL COUNSEL



ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by Contractor and the scope of Contractor's duties are described in the Scope of Work titled ENGEEO Incorporated Scope of Services Yuba Goldfields Geotechnical Evaluation, which is an appendix to this Attachment A.

A.2. TIME SERVICES RENDERED.

See Operative Provision 2.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, Contractor shall be responsible for providing services and fulfilling obligations hereunder in a professional manner: TRLIA shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.

Contractor shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

ENGEO Incorporated
Scope of Services
Yuba Goldfields Geotechnical Evaluation

Task 1: Review of Existing Data

Our registered engineers and geologists will review the following:

Subtask 1.1 Historic and current dredging processes and operations

Subtask 1.2 Historic performance of waterway crossings

Subtask 1.3 Historical aerial photographs and topographic maps

Subtask 1.4 Geologic maps

Subtask 1.5 Geotechnical explorations, hydraulic and geomorphologic evaluations

Task 2: Site Reconnaissance, Geotechnical Exploration, and Lab Testing

Prior to initiating geotechnical exploration, we will coordinate with other members of the design team and the TRLIA's representative to establish a mutual, comprehensive understanding of the project approach. Evaluating the performance of earthen embankments subjected to overtopping flows is complex and requires proper integration of hydraulic and geotechnical characteristics. Various hydraulic analytical tools are available for modeling embankment over-topping and/or embankment breaches (e.g. HEC-RAS, FLO-2D, FLDWAV, DAMBRK, and BREACH). The final results of the project team's evaluation will depend on accurate modeling of the field conditions. To produce representative analytical models, careful evaluation of the following factors is important:

- Grain size distribution
- Unit weight
- Internal angle of friction
- Cohesion
- Hydraulic conductivity
- Head differential at the time of over-topping

In addition to close coordination with the hydraulic modeling aspects of the project, integration of the geotechnical and geomorphologic evaluations will result in an effective and efficient design. By directing the geotechnical exploration toward the anticipated ultimate geomorphic equilibrium river condition, we can avoid expending resources on unproductive evaluations of other geometries.

In preparing this proposal, we have visited the site and conducted research to familiarize our team with the existing conditions. We propose the following subtasks:

Subtask 2.1 Dredge pile mapping and planning

We will document the existing dredging piles and highlight critical conditions.

Subtask 2.2 Observe hydraulic conditions at crossings

We will observe the existing crossings and consult with you on construction details and other improvements.

Subtask 2.3 Subsurface exploration plan

After our initial reconnaissance, we will prepare a site exploration plan showing key areas for exploration. We will submit to you for review and coordination with key stakeholders.

Subtask 2.4 Test pitting and bulk sampling

We will retain a backhoe or excavator to excavate test pits at various locations to obtain representative bulk samples at anticipated breach locations, roadway crossings, and other locations as appropriate. We will obtain bulk samples at representative depths below existing grade. Because of the coarse-grained nature and abundance of cobbles, we will collect large bulk samples to get representative samples. We anticipate excavating test pits at 20 to 40 locations and to depths on the order of 5 to 15 feet. The test pits will be backfilled loosely with soil removed during excavation.

Subtask 2.5 Exploratory Borings — **not to be conducted unless authorized in writing by TRLIA.**

If deep borings from the existing mine are unavailable or inadequate, we will supplement our exploration with deep borings at select locations. This will include drilling of six borings to a depth of approximately 100 feet or refusal, whichever is less, with a Becker hammer drill rig.

We will obtain bulk disturbed soil samples from our exploratory locations at various intervals for visual observation and laboratory testing. Our field representative will log the subsurface conditions at each location. Borings will be backfilled with drill cuttings.

Subtask 2.6 In-situ field testing

Based on results of preliminary analysis, we will perform Hvorslev-type open-casing, falling-head tests in the saturated and unsaturated zones. The casings will be installed with a hollow-stem auger drill rig with a pressure transducer inserted at the bottom of the casing. Field and laboratory test results will be correlated and compared to observed historic performance conditions prior to finalizing design geotechnical parameters.

Subtask 2.7 Laboratory soil testing

We will return the large samples to our lab and perform gradations on representative samples. These will allow us to approximate the general engineering characteristics of the materials with substantial statistical validity.

Subtask 2.8 Drafting and finalizing test pits and boring logs

Our graphics department will prepare detailed figures and logs for use in engineering analysis and final submittal.

Subtask 2.9 Meetings and Communication

ENGEO representatives will attend meetings as requested by TRLIA

Task 3: Geotechnical and Alternatives Analysis

Subtask 3.1 Idealizing subsurface cross-sections

Based on the field and laboratory data, we will create idealized cross-section models for breach, stability, and seepage analyses. We will initially provide geotechnical input to levee breach hydraulic analyses which will be conducted by MBK. This input will include the geotechnical properties of the dredge tailings, as well as generalized guidelines regarding the time-dependent aspects of breach development and the probable range of breach depth, side-slope inclination, and width. We will “ground truth” the results of the breach analyses by reviewing case histories of breaches of dams and embankments constructed from similar materials.

Based on the results of the breach analyses we will work with the design team in developing physical strategies (eg. top-of-embankment armoring, hardening, TRM, widening, etc.) to increase the resilience to breach formation due to overtopping. Once the need for and scope of breach mitigation alternatives has been developed, we will evaluate the geotechnical aspects of the alternatives.

Subtask 3.2 Seepage model calibration and analysis

For our seepage analyses we will use the most recent guidelines by DWR, and applicable USACE engineering standards and engineering technical letters.

Subtask 3.3 Stability model calibration and analysis

For our stability analyses we will use the most recent guidelines by DWR, and applicable USACE engineering standards and engineering technical letters. Our analyses will include slope stability for steady state, rapid drawdown, and seismic conditions for the 100-year and 200-year water-surface profiles.

Subtask 3.4 Scour and overtopping

We will develop computer models to assist in evaluating scour and overtopping of the training walls and tailings piles

Subtask 3.5 Evaluating minimum stable geometries for dredge tailings

We will recommend minimum geometries/measures for slope stability and internal erosion due to seepage under steady state seepage conditions. We will evaluate these alternatives for the varying water levels.

Subtask 3.6 Analytical figures (profiles, cross sections, calculations, details, etc.)

Our graphics department will prepare figures of our engineering analyses and calculations for use in the final submittal and presentations.

Subtask 3.7 Alternatives analysis and cost estimates

Using the results of our engineering analyses, we will work with the project team to identify areas of the Goldfields that require improvements to retain flood water. We will assist in preparing details and recommendations for alternatives and develop cost estimates for the various alternatives. Costs estimates will be limited to civil works and do not include permitting or resource agency impacts.

Subtask 3.8 Meetings and Communication

ENGEO representatives will attend meetings as requested by TRLIA

Subtask 3.9 Geotechnical report, with recommendations, in support of LOMR/200-Year

We will prepare a geotechnical report to support FEMA accreditation and a 200-year finding, including figures, cross-sections, results of engineering analyses, and mitigation recommendations.

Subtask 3.10 Present results, conclusions, and recommendations

ENGEO will prepare a detailed presentation of our findings to the board

Subtask 3.11 Professional Opinion for Certification

ATTACHMENT B

PAYMENT

TRLIA shall pay Contractor as follows:

B.1 BASE CONTRACT FEE. TRLIA shall pay Contractor a contract fee not to exceed \$500,000; Contractor shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to Contractor under this Provision B.1 exceed \$500,000 without an amendment to this Agreement approved by the TRLIA Board of Directors.

B.2 TRAVEL COSTS. TRLIA 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 TRLIA representative designated by Operative Provision No. 6, and then TRLIA shall pay TRLIA 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 TRLIA. Payment for additional services shall be made to Contractor by TRLIA if, and only if, this Agreement is amended by both parties in advance of performing additional services.

ATTACHMENT C

GENERAL PROVISIONS

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

C.1.1 All acts of Contractor shall be performed as an independent contractor and not as an agent, officer or employee of TRLIA. It is understood by both Contractor and TRLIA 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.

C.1.2 Contractor shall have no claim against TRLIA 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.

C.1.3 Contractor is solely obligated to pay all its own 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.

C.1.4 As an independent contractor, Contractor is not subject to the direction and control of TRLIA except as to the final result contracted for under this Agreement. TRLIA 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.

C.1.5 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.

C.1.6 As an independent contractor, Contractor hereby indemnifies and holds TRLIA harmless from any and all claims that may be made against TRLIA based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

C.2 LICENSES, PERMITS, ETC. Contractor represents to TRLIA that it has all licenses,

permits, qualifications, and approvals of whatsoever nature which are legally required for Contractor to practice its profession and that it shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, such licenses, permits, and approvals at the time the services are performed. Failure of the Contractor to comply with this provision shall authorize the TRLIA to immediately terminate this agreement notwithstanding Operative Provision No. 2.

C.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.

C.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 TRLIA, naming the TRLIA and TRLIA's officials and employees as additional insured (excluding workers' compensation and professional liability insurance). The limits of insurance herein shall not limit the liability of the Contractor hereunder.

C.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 TRLIA with thirty (30) days written notice of such intended cancellation. If Contractor fails to maintain the insurance provided herein, TRLIA may secure such insurance and deduct the cost thereof from any funds owing to Contractor.

C.4.2 MINIMUM SCOPE OF INSURANCE. Contractor shall procure the following insurance forms:

- (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 TRLIA 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, a coverage form subject to TRLIA approval.

C.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 TRLIA and its officials and employees are to be covered as additional 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 TRLIA and its officials and employees.

(ii) The Contractor's insurance coverage shall be primary insurance as respects the TRLIA, its officials, employees and volunteers and any other insureds under this Agreement. Any insurance or self-insurance maintained by the TRLIA and its officials and employees or other insureds shall be in 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 TRLIA, 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 TRLIA, 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 below minimum limits required under this Agreement except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the TRLIA.

C.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.

C.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 Three Million Dollars (\$3,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate, with deductible or self-insured portion not to exceed One Hundred Fifty Thousand Dollars (\$150,000). 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, coverage must extend to a minimum of twelve-months beyond completion of the services. 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.

C.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 (excluding workers' compensation and professional liability insurance).

C.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 TRLIA. At the option of TRLIA, either the insurer shall reduce or eliminate such deductions or self-insured retentions as respects TRLIA, its officials, employees and volunteers; or, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C.4.8 VERIFICATION OF COVERAGE.

(a) Contractor shall furnish TRLIA 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 TRLIA or on forms received and approved by the TRLIA before work commences. TRLIA 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 TRLIA as previously described. If Contractor shall fail to procure and maintain said insurance, TRLIA may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by Contractor to TRLIA 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 TRLIA'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 TRLIA certificate(s) and endorsement(s) evidencing a renewal or new policy to take the place of the policy expiring.

C.5 INDEMNITY. Contractor shall defend, indemnify, and hold harmless TRLIA, its elected and appointed councils, boards, commissions, officers, agents, and employees from and against any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional misconduct, recklessness, 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. Contractor's aggregate liability hereunder shall be limited by TRLIA to Three Million Dollars (\$3,000,000).

C.6 CONTRACTOR NOT AGENT. Except as TRLIA may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of TRLIA in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind TRLIA to any obligation whatsoever.

C.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.

C.8 PERSONNEL. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that TRLIA, 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 TRLIA of its desire for removal of such person or persons.

C.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 TRLIA pursuant to this Agreement shall be prepared conform to the standards or quality normally observed by a person practicing in Contractor's profession.

C.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 TRLIA with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the TRLIA. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the TRLIA 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.

C.11 TAXES. Contractor hereby grants to the TRLIA the authority to deduct from any payments to Contractor any TRLIA imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to Contractor.

C.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:

C.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.

C.12.2 TRLIA shall have full ownership and control of all such writings or other communications delivered by Contractor pursuant to this Agreement.

C.12.3 TRLIA 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 TRLIA as work accomplished to date; provided, however, TRLIA 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 TRLIA such financial information as in the judgment of the TRLIA 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 TRLIA shall be final. The foregoing is cumulative and does not affect any right or remedy which TRLIA may have in law or equity.

Contractor may terminate its services under this Agreement upon thirty (30) days written notice to the TRLIA, 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 TRLIA.

C.13 NON-DISCRIMINATION. Throughout the duration of this Agreement, Contractor shall not unlawfully discriminate against any employee of the Contractor or of the TRLIA 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.

C.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.

C.15 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data are considered instruments of professional service and shall become the property of TRLIA and Contractor, and Contractor agrees to deliver reproducible copies of such documents to TRLIA on completion of the services hereunder. The TRLIA agrees to indemnify and hold Contractor harmless from any claim arising out of TRLIA's reuse of the information for other than this project.

C.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.

C.17 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, 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.

C.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.

C.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 costs and attorneys' fees, 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.

C.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.

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

C.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.

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

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

C.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.

C.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.

C.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.

C.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.

C.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.

C.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 County of Yuba, State of California.

C.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.

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

C.31 AUTHORITY. All parties to this Agreement 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.

C.32 CONFLICT OF INTEREST. Neither a TRLIA employee whose position in TRLIA 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 TRLIA 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 TRLIA 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 County Conflict of Interest Code.

C.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 TRLIA:

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
Paul G. Brunner, Executive Director
1114 Yuba Street, Suite 218
Marysville, CA 95901

If to Contractor:

Uri Eliahu
ENGEO Incorporated
2010 Crow Canyon Place, Suite 250
San Ramon, CA 94583