

AMENDMENT NO. 4
AGREEMENT FOR PROFESSIONAL SERVICES
FOR
CONSTRUCTION MANAGEMENT
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AND
THE HANDEN COMPANY, INC.

THIS FOURTH AMENDATORY AGREEMENT is made effective December _____, 2009, by and between Three Rivers Levee Improvement Authority ("TRLIA") and the Handen Company, Inc. ("Consultant"), who agree as follows:

1. **Recitals.** This Amendment is made with reference to the following background recitals:
 - 1.1. Effective March 15, 2006, the parties entered into an Agreement for Professional Services relating to Construction Management for TRLIA's Construction Program.
 - 1.2. Effective December 12, 2006, the parties entered into Amendment 1 to the AGREEMENT in the amount of \$144,000 for a total contract value of \$311,200 and to extend the contract end date to December 31, 2007 .
 - 1.3. Effective January 29, 2008, the parties entered into Amendment 2 to the AGREEMENT in the amount of \$143,800 for a total contract value of \$455,000 and to extend the contract end date to December 31, 2008.
 - 1.4. Effective January 27, 2009, the parties entered into Amendment 3 to the AGREEMENT in the amount of \$197,640 for a total contract value of \$652,640 and to extend the contract end date to December 31, 2009.
 - 1.5. The parties now desire to amend the Professional Services Agreement to extend the term of services, amend the scope of services.

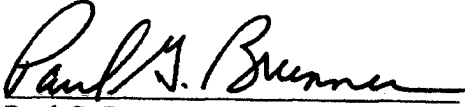
2. **Fourth Amendment to Agreement.** The Professional Services Agreement is hereby amended as follows:
 - 2.1. The Termination Date in Clause 2 and A.2 is amendment to extend to December 31, 2010.

 - 2.2. The scope of services (Attachment A to the Agreement for Professional Services between TRLIA and The Handen Company, Inc.) is replaced by the scope of services attached to this amendment agreement.

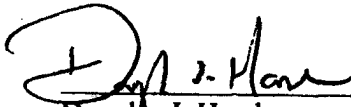
- 2.3. The payment, budget, and not-to-exceed amounts (Professional Services Agreement Attachment A) are amended to include the additional amount of \$254,730 for a total contract amount of \$907,370.
3. **No Effect on Other Provisions.** Except for the amendments in Section 2, the remaining provisions 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 DECEMBER 15, 2009.

THREE RIVERS LEVEE IMPROVEMENT
AUTHORITY OF YUBA COUNTY


Paul G. Brunner
Executive Director

THE HANDEN COMPANY, INC.


Douglas J. Handen
President

ATTEST:
DONNA STOTTEMEYER
CLERK OF THE BOARD OF DIRECTORS



APPROVED AS TO FORM:
SCOTT L. SHAPIRO
GENERAL COUNSEL




Exhibit A
SCOPE OF WORK

Services Provided- Project Management Consulting:

1. Attend TRLIA management meetings
2. Participate in construction meetings
3. Participate in weekly design meeting/conference calls
4. Participate in construction budget review
5. Conduct regular site visits to current projects
6. Conduct site visits to future project sites
7. Coordinate with Construction Management team and Contractors
8. Provide contract oversight
9. Review and process contract change orders
10. Assist in the preparation of future bid and contract documents
11. Track construction schedules
12. Assist in the preparation of reimbursement requests
13. Prepare staff reports and make presentations to the TRLIA Board as necessary
14. Assist in coordination and compliance with project Environmental Permits and requirements
15. Assist in coordination with property owners associated with construction activities and project requirements.

Fee and Payment:

The above referenced services shall be billed monthly at the following rates:

Principal	\$ 165/hour
Construction Mgr/Inspector	\$ 152/hour
Transportation	\$ 0.445/mile

Budget

Please refer to the table below for time/effort budgets for the following time periods:

PRINCIPAL SCOPE	2009	January-April 2010		May-December 2010		total hours	\$ @ 165/hour
	hours	avg. hrs./mo	hours	avg. hrs./mo	hours		
Phase 4 Segment 3- certification	0	10	40	0	0	40	6,600
Phase 4 Segment 1- crack repair	40	0	0	5	40	80	13,200
Phase 4 Segment 1- certification	0	10	40	3	24	64	10,560
Yuba-Slope Flattening	60	2	8	5	40	108	17,820
Phase 4- SMARA compliance	85		0		0	85	14,025
Phase 4- Upper Yuba design	45		0		0	45	7,425
Phase 4- Upper Yuba CM- principal	0		0	65	520	520	85,800
Phase 4- Feather setback planting/mit.	20	15	60	20	160	240	39,600
Phase 4 Segment 2 element 4 degrade	60	10	40	20	160	260	42,900
Phase 4 Segment 2 certification	0	20	80	0	0	80	13,200
	310					1,522	\$251,130

Total Labor base budget = 251,130

Expenses: budget \$300/month = 3,600

Total Budget \$254,730