

**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 of Yuba County, a political subdivision of the State of California ("the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY"), and KLEINFELDER WEST, INC. "CONTRACTOR"

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: October 1, 2009

Termination Date: June 30, 2010

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

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

3. PAYMENT.

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

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

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

5. 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and will administer this Agreement for the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. Ted Williams, is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

7. ATTACHMENTS.

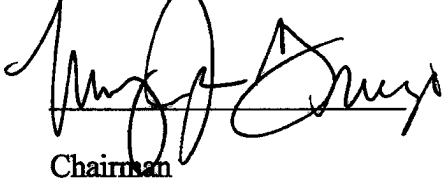
All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

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

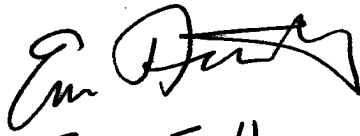
8. **TERMINATION.** THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and CONTRACTOR shall each have the right to terminate this Agreement upon 30 days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on DECEMBER 15, 2009.

THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY



Chairman

 ^{OK T^m CD}
Eric Findlay Area Manager

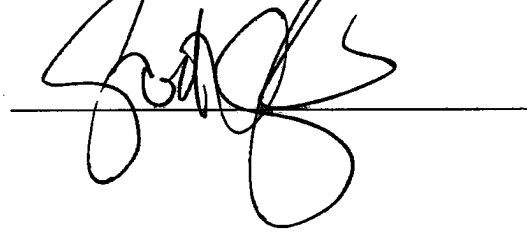
Name and Title of Contractor

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 include the following:

See CONTRACTOR'S proposal dated August 25, 2009 (Appendix)

A.2. TIME SERVICES RENDERED.

See CONTRACTOR'S proposal dated August 25, 2009 (Appendix)

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: THREE RIVERS LEVEE IMPROVEMENT AUTHORITY 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.

ATTACHMENT B

PAYMENT

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay CONTRACTOR a contract fee not to exceed \$302,000; 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 \$302,000 without an amendment to this Agreement approved by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY Board of Directors.

B.2 TRAVEL COSTS. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY representative (Operative Provision 6) and then THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall pay THREE RIVERS LEVEE IMPROVEMENT AUTHORITY per diem rates in effect on the date of invoice upon presentation of invoices.

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

ATTACHMENT C

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

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

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

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

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

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

C.1.7 As an independent contractor, CONTRACTOR hereby indemnifies and holds THREE RIVERS LEVEE IMPROVEMENT AUTHORITY harmless from any and all claims that may be made against THREE RIVERS LEVEE IMPROVEMENT AUTHORITY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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

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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, naming the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and any related agency governed by the Board of Directors which is letting the contract, and THREE RIVERS LEVEE IMPROVEMENT AUTHORITY'S, or related agency's, officials, employees, and volunteers as additional insured (excluding workers' compensation and professional liability insurance), (hereinafter referred to as "the 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY with thirty (30) days written notice of such intended cancellation. If CONTRACTOR fails to maintain the insurance provided herein, THREE RIVERS LEVEE IMPROVEMENT AUTHORITY may secure such insurance and deduct the cost thereof from any funds owing to CONTRACTOR.

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

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

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

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

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

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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY and the public entity awarding the contract if other than the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, and their officials, employees and volunteers are to be covered as 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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its officials, employees or volunteers.

(ii) The CONTRACTOR'S insurance coverage shall be primary insurance as respects the THREE

RIVERS LEVEE IMPROVEMENT AUTHORITY, its officials, employees and volunteers and any other insureds under this Agreement. Any insurance or self-insurance maintained by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its officials, employees and volunteers or other insureds shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.

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

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

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

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

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 One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed One Hundred Thousand Dollars (\$100,000). Coverage may be made on a claims-made basis with a "Retro Date" either prior to the date of the Agreement or the beginning of the Agreement services. If claims-made, 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.

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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. At the option of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its officials, employees and volunteers; or, the CONTRACTOR shall procure a bond guaranteeing payment of losses and related

investigations, claim administration and defense expenses.

C.4.8 VERIFICATION OF COVERAGE.

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

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

C.5 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, where liability arises from the willful misconduct 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. Notwithstanding the foregoing, CONSULTANT (i) shall not be liable to THREE RIVERS LEVEE

IMPROVEMENT AUTHORITY for damages resulting from THREE RIVERS LEVEE IMPROVEMENT AUTHORITY's or THREE RIVERS LEVEE IMPROVEMENT AUTHORITY's agents own negligence, but (ii) shall indemnify THREE RIVERS LEVEE IMPROVEMENT AUTHORITY for the liability of a third party where the CONTRACTOR is a joint tortfeasor with that third party.

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

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

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 and currently practicing in the same locality (the California Central Valley) under similar conditions at the time the work was performed. All products of whatsoever nature which CONTRACTOR delivers to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY pursuant to this Agreement shall be prepared in a professional and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR'S profession and currently practicing in the same locality (the California Central Valley) under similar conditions at the time the work was performed.

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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY Assessor and the contracting parties hereto. A taxable

possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

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

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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall have full ownership and control of all such writings or other communications delivered by CONTRACTOR pursuant to this Agreement.

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

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

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

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 shall become the property of THREE RIVERS LEVEE IMPROVEMENT AUTHORITY, and CONTRACTOR agrees to deliver reproducible copies of such documents to THREE RIVERS LEVEE IMPROVEMENT AUTHORITY on completion of the services hereunder. The THREE RIVERS LEVEE IMPROVEMENT AUTHORITY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

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, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

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 attorneys' fee, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

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 THREE RIVERS LEVEE IMPROVEMENT AUTHORITY 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. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY understands however, that the CONTRACTOR's performance must be governed by sound professional practices and therefore timelines shall be an obligation secondary to the duty to provide Services in accordance with the Standard of Care.

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

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

CONTRACTOR may be subject to the disclosure requirements of the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY conflict of interest code if in a position to make decisions or

influence decisions that could have an effect on the CONTRACTOR'S financial interest. The THREE RIVERS LEVEE IMPROVEMENT AUTHORITY Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba 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 "THREE RIVERS LEVEE IMPROVEMENT AUTHORITY":
With a copy to:

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

If to "CONTRACTOR":

KLEINFELDER WEST, INC.
Tim Williams
3077 Fite Circle
Sacramento, CA 95827

C.34 SITE ACCESS. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY shall provide unimpeded and timely access to the jobsite as may be required of CONTRACTOR for the successful and timely performance of the Services. Failure to do so shall excuse timely performance by CONTRACTOR.

C.35. WAIVER OF CONSEQUENTIAL DAMAGES. Except as provided in Section C.5, neither party shall be responsible to the other for any special, incidental, indirect, exemplary, punitive, penal, or consequential damages (including lost profits) incurred by the other party or for which either party may be liable to any third party.

C.36. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party, against either CONTRACTOR or THREE RIVERS LEVEE IMPROVEMENT AUTHORITY.

C.37. WARRANTY OF TITLE, WASTE OWNERSHIP. CONTRACTOR will not take title to, will not accept risk with respect to, and will not be responsible for the removal and disposal

of any hazardous materials found at the jobsite.



October 8, 2009
File: 02301PROP

Mr. Larry Dacus
MBK Engineers
2450 Alhambra Blvd, # 200
Sacramento, California 95817-1123

**Subject: Revised Proposal for
Additional Field Exploration and Analyses
Upper Yuba River South Levee, Phase 4
Yuba County, California**

Dear Mr. Dacus:

Kleinfelder is pleased to present this revised proposal to provide additional geotechnical engineering services for the Upper Yuba River South Levee Project. This proposed field exploration work is expected to include several methods of drilling and test pits. The purpose of the additional drilling exploration and associated analyses will be to obtain subsurface data where data gaps have been identified during our seepage analyses, to characterize subsurface conditions for development of seepage berm material compatibility with foundation material, and to update and revise our seepage and stability analyses using this new data. The test pits will be excavated to evaluate borrow material for proposed seepage berm mitigations. Based on our current understanding of the project and potential mitigation designs, we anticipate both fine and coarse soils will be needed for borrow material. Because of the various materials that will likely be needed this proposal includes a staged process to evaluate potential sites, including an initial desktop screening study followed by a field investigation and laboratory testing. A description of the proposed work is provided below. The attached Exploration Location Map shows the proposed boring types and locations.

Kleinfelder is committed to providing quality service to our clients, commensurate with their wants, needs, and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Kleinfelder stands ready to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms and conditions may result in changes to the risks assumed by the client, as well as adjustments to our fees.

SUBSURFACE INVESTIGATIONS

Sonic Borings Along Levee Crest

Data gaps have been identified in our stratigraphic models used to analyze seepage conditions and to develop mitigation designs. The data gaps include characterizing the size and condition of gravels and cobbles identified from previous explorations, better characterizing the matrix material of the gravel deposits, and further defining the lateral extent of fine material that form blanket layers. This issue is particularly critical between Stations 182+00 and 216+00 where a series of deep coarse grained deposits have been identified. Coarse deposits along this portion of the project levee have been difficult to sample with auger and mud rotary drill methods. Five sonic borings are proposed along the project alignment to obtain subsurface data. The sonic drill method will provide the best means to sample these materials, as well as providing the ability to perform nearly continuous sampling. Samples of coarse grained materials recovered from this drilling will be tested and the results incorporated into existing seepage models for this portion of the alignment. Revising seepage models for this area is critical as groundwater flow will be concentrated under this part of the alignment due to mitigations both up and downstream of the area. Understanding how this concentrated groundwater flow will impact existing subsurface conditions as well as proposed mitigations will be critical to a successful mitigation design.

Sonic borings will also be strategically located to obtain data used to evaluate constructability of the proposed cutoff wall. Based on known difficulties encountered during construction of cut off walls in gravel deposits, characterization of these deposits relative to constructability will be critical to minimizing delays and contractor claims.

Shallow Landside Borings for Seepage Berm Evaluation

A seepage berm has been identified by the Levee Team as the preferred mitigation design between approximate Stations 212+00 and 304+00. Where the seepage berm is proposed the filter compatibility between the new berm seepage drains, and underlying foundation material is critical to the berm functioning successfully. To evaluate this condition the foundation material beneath the proposed seepage berm needs to be evaluated. Shallow borings are proposed along this portion of the levee to obtain subsurface data for this evaluation. Data from these borings will also be used to further refine the width of the proposed seepage berm. Because the conditions along this portion of the project are highly variable we recommend these borings be spaced at up to 200-foot intervals. However, to minimize costs, we suggest a multi-phase approach. The first phase of exploration will be performed at approximately 600 feet spacing. Subsurface material collected from this first phase of exploration will be tested, evaluated, and compared to available soil and geologic maps to identify zones that are likely to be laterally continuous, and thus do not require additional exploration. Where published and subsurface data indicates heterogeneous conditions may exist,

and might be critical to the design of the seepage drain, a second phase of drilling will be implemented to further characterize these areas.

Seventeen borings will be drilled to depths of between 10 and 15 feet below the ground surface as part of the first phase of exploration. The second phase of exploration may include up to an additional 33 borings. However, as indicated above, we will attempt to reduce the number of borings in this second phase of exploration by interpolating between borings and comparing our findings to published soil and geologic data. The fee for this scope of work includes the cost to drill a total of 50 borings as well as the associated laboratory testing and engineering analysis to design the seepage drain.

Kleinfelder will obtain local drilling permits as required by Yuba County for the borings. Upon completion, the exploration holes will be backfilled with cement grout in accordance with the local drilling permit requirements.

Borrow Site Investigation

Preliminary Screening Study

We will perform an evaluation of designated properties between the project levee and Hammonton Smartville Road. This evaluation will focus on soil properties, within the upper 10 feet, to assess if these materials meet criteria for levee construction and improvements. This evaluation will review readily available NRCS soil maps and documents, geologic maps, aerial photographs, boring and test pit logs from previous investigations, and available historic maps that may provide data relative to soil properties. This evaluation will be performed in a GIS format to identify areas that are most likely to contain soils with properties that meet levee criteria. The results of this evaluation will be used to develop subsurface exploration plans for the individual properties.

Subsurface Investigation

Parcels that are permissible to investigate and have been identified through the above described screening process as being strategic to the project design will be explored with test pits. This proposal was prepared assuming a base property area of 25 acres with a minimum of five test pits. For sites greater than 25 acres one additional test pit (beyond the initial five) will be excavated for each additional 5 acres. The cost estimate presented in the Fee Estimate section below has been prepared for Parcels 9 and 36 with a total area of approximately 78 acres. The fee for this exploration was calculated using a base cost for a 25-acre site with a unit cost for each additional 5-acres applied to the remaining 51 acres.

The test pits will be excavated to a depth of approximately 10 feet or refusal using a conventional rubber-tire backhoe. Each test pit will be logged by our field engineer or geologist and samples will be obtained for laboratory testing. Subsurface conditions

exposed in the test pits will be visually classified according to guidelines outlined in ASTM D2488. Upon completion, the test pits will be backfilled with the excavated material. The backfill will be wheel-rolled in place. Test pit locations will be recorded by Kleinfelder using a handheld GPS with an accuracy of ± 10 linear feet. Elevations of test pits will be based on plotting the test pit locations from the handheld GPS survey on the existing site topographic map. Should more accurate locations be required Kleinfelder can provide a scope and cost to have the test pit locations surveyed. We will assist the surveyor in identifying the locations of test pits to be surveyed.

Optional Borrow Site Subsurface Investigation

A fee for an additional parcel up to 40 acres in area has also been provided in this proposal. The fee for this optional work was calculated using the 25 acre base price plus the cost for 3 additional 5-acre units (15 additional acres), to total the proposed 40-acre site. The exploration will be performed as described above. The laboratory testing will be performed as described below, in the Laboratory Testing section.

Site Access

This proposal assumes the site is accessible with our truck mounted drilling equipment and rubber tire backhoe. Necessary removal of fences or gates, permission to enter the site from the current owner or leaseholder, and/or required use-permits must be secured by the Client prior to our initiating field activities. If the site conditions are found to be not satisfactory for the mobilization of this equipment to the designated exploration points, Kleinfelder will work with the Client to evaluate alternative methods, considering costs and schedule impacts. Ruts and vegetation disturbance should be expected as a result of this investigation. Costs to fill in the ruts and to replace damaged vegetation are not provided as part of this estimate. This cost estimate also assumes that the cuttings produced from the drilling can be disposed of on site. Should cuttings need to be contained and removed off site, additional fees will be incurred. If weather, access, or site conditions restrict our field operations, additional costs may be incurred to modify the exploration program. Repeated site visits and/or attempts to work at the site at the client's request during periods of difficult access or poor weather conditions will be billed on a time-and-expense basis

Prior to initiating our subsurface explorations, all site utilities and utility easements must be accurately located in the field, on a scaled map, or both. The Client must make this information available to Kleinfelder at least two days before beginning our field investigation. Kleinfelder will accept no responsibility for damage to existing utilities not accurately located in the manner described above. Kleinfelder will work with the excavating subcontractor to provide at least 48-hours notice to Underground Service Alert (USA), as required by law.

Unanticipated Subsurface Conditions

If subsurface conditions differ significantly from those anticipated above, we may need to revise our scope and estimated fee in order to complete the project. Should this occur, we would contact you for authorization before proceeding with any additional work.

LABORATORY TESTING

Laboratory tests will be performed on selected samples to evaluate the physical and engineering characteristics of the materials encountered during our field investigation. We anticipate laboratory testing will include moisture content, dry unit weight, sieve analysis, hydrometer, and Atterberg Limits. The tests selected and the frequency of testing will be based on the subsurface conditions actually encountered. For costing purposes we have assumed the following tests for each exploration method (as defined above).

- Sonic Borings Along Levee Crest
 - Moisture content (15),
 - Sieve analysis (40),
 - Hydrometer (40),
 - Atterberg Limits (30),

- Shallow Landside Borings for Seepage Berm Evaluation (Assumes 50 borings with 2 of each test noted below per boring)
 - Sieve analysis (100),
 - Hydrometer (100),
 - Atterberg Limits (100),

- Borrow Site Investigation Parcels 9 and 36
 - Moisture content (20),
 - Dry unit weight (20),
 - Sieve analysis (20),
 - Hydrometer (20),
 - Atterberg Limits (15),
 - Compaction curves (5),
 - Organic content (10),
 - Unconfined Compression Strength (5), and
 - Remolded undrained triaxial shear (5)

- Optional 40-acre Borrow Site Investigation
 - Moisture content (15),
 - Dry unit weight (15),
 - Sieve analysis (20),
 - Hydrometer (20),

- Atterberg Limits (10),
- Compaction curves (3),
- Organic content (5),
- Unconfined Compression Strength (5), and
- Remolded undrained triaxial shear (5)

REPORT PREPARATION

The results of the field investigation and laboratory testing will be summarized and included in our Geotechnical Basis of Design report. Additional time is included in this proposal to evaluate data acquired from the drilling, to modify existing seepage and stability models as needed, and to modify plates and prepare new boring and test pit logs using the new data.

ENVIRONMENTAL ASSESSMENT

This proposal does not include an assessment of environmental characteristics involving hazardous or toxic substances.

In the event potentially hazardous materials are identified visually or by odor within our borings, drilling will be immediately terminated and arrangements will be made to backfill. We will notify you as soon as possible of such an occurrence in order to mutually decide whether to continue, modify, or cease the remainder of the field exploration program. All costs incurred as a result of encountering suspected hazardous materials would be charged on a time-and-expense basis over and above the estimated fee for the geotechnical site investigation.

ESTIMATED FEES

We estimate a project fee of \$302,000 for the combined three field explorations and optional borrow site investigation. Details of the estimated fees to complete the scope of work described above are presented below. Fees for our services are based on Kleinfelder's 2008 Fee Schedule.

Fee Summary Table

ITEM	COSTS	TOTALS
Sonic Borings Along Levee Crest		\$100,900
Field Exploration		\$55,200
<i>USA Layout, Access, and Set Up</i>	\$6,300	
<i>Drilling</i>	\$36,000	
<i>Field Engineer/Logging and Review</i>	\$12,900	
Laboratory		\$21,700
Modeling Update and Report Preparation		\$20,000
Project Management		\$4,000
Shallow Auger Drilling (50 Borings)		\$135,200
Field Exploration		\$46,700
<i>USA Layout and Set Up</i>	\$4,800	
<i>Drilling</i>	\$23,000	
<i>Field Engineer/Logging and Review</i>	\$18,900	
Laboratory		\$53,300
Modeling Update and Report Preparation		\$30,200
Project Management		\$5,000
Borrow Site Investigation – Parcels 9 and 36		\$38,400
Initial Desktop Screening		\$4,000
Field Exploration		\$11,400
<i>USA Layout, Set Up, and Property Access</i>	\$3,800	
<i>Test Pit Excavations</i>	\$4,000	
<i>Field Engineer</i>	\$3,600	
Laboratory Testing		\$11,000
Engineering Analysis and Report		\$12,000
Optional 40-Acre Borrow Site Investigation		\$27,500
Field Exploration		\$8,500
<i>USA Layout, Set Up, and Property Access</i>	\$3,800	
<i>Test Pit Excavations</i>	\$2,700	
<i>Field Engineer</i>	\$2,000	
Laboratory Testing		\$9,000
Engineering Analysis and Report		\$10,000
TOTAL FEE		\$302,000
TOTAL FEE LESS BORROW SITE OPTION		\$274,500

Actual charges will be billed on a time-and-expense basis. We will notify you of events or conditions that arise that may affect the project schedule or budget during the course of the project.

The fees presented in this proposal are based on prompt payment for services presented in our standard invoicing format. Additional charges will be applied for

specialized invoicing if backup documentation is needed. These special services will be charged on a time-and-expense basis. Late fees will be charged if payment is not received in accordance with terms contained in the attached standard form of agreement.

AUTHORIZATION

This work will be performed in accordance with our existing agreement. We will initiate the work described above upon receiving written notice from TRLIA or its representative.

LIMITATIONS

Kleinfelder offers a range of engineering services to suit the varying needs of our clients. Although risk can never be eliminated, more detailed and extensive investigations yield more information, which may help better understand and manage the degree of risk. Since more detailed services involve greater expense, our clients should participate in determining the level of our services that provides adequate information for their purposes at acceptable levels of risk.

Kleinfelder will perform its services in a manner consistent with the standards of care and skill ordinarily exercised by members of the geotechnical profession practicing under similar conditions in the geographic vicinity and at the time the services will be performed. This Proposal neither makes nor intends a warranty or guarantee, expressed or implied.

This proposal includes providing information obtained through laboratory testing regarding corrosivity of onsite soils. Kleinfelder does not practice corrosion engineering and, therefore, detailed analysis of corrosion test results is not included in this proposal. We recommend a qualified corrosion engineer be retained to review the test results and design protective systems that may be required.

We appreciate the opportunity of presenting this proposal for your consideration. If you have questions regarding this proposal or require additional information, please contact the undersigned.

Sincerely,

KLEINFELDER WEST, INC.



Byron C. Anderson, PG, CEG
Project Manager



Timothy A. Williams, PE, GE
Geotechnical Department Manager