

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

A G E N D A

MAY 4, 2004

Yuba County Government Center
Board Chambers
915 Eighth Street, Suite 109A
Marysville, California

Unless otherwise indicated.

- 3:30 P.M. I **ROLL CALL** – Directors Mary Jane Griego and Richard Webb
- II **STAFF REPORTS**
- III **ACTION ITEMS**
- A. Approve minutes of the regular meetings of April 6 and 13, 2004 and special meeting of April 20, 2004.
- B. Approve agreement with MBK Engineers for engineering services and authorize Chairman to execute same.
- IV **PUBLIC COMMUNICATIONS:** Any person may speak about any subject of concern provided it is within the jurisdiction of the Levee Improvement Authority and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes.
- V **ADJOURN**

In compliance with the American with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need a disability-related modifications or accommodations to participate in this meeting, please contact the Clerk of the Board's office at (530) 749-7510 or (530) 749-7353 (fax). Requests must be made one full business day before the start of the meeting.

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

COUNTY OF YUBA

MINUTES – BOARD OF DIRECTORS

APRIL 6, 2004

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority was held on the above date, commencing at 3:30 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Mary Jane Griego and Richard Webb. Also present were Yuba County Administrator Kent McClain, Yuba County County Counsel Daniel Montgomery, and Clerk of the Board of Supervisors Donna Stottlemeyer. Chairman Webb presided.

ELECTION OF OFFICERS

Following nomination by Director Griego and unanimously carried, Director Richard Webb was elected Chairman of the Authority.

Following nomination by Director Webb and unanimously carried, Director Griego was elected Vice-chairman of the Authority.

STAFF REPORTS

Assistant County Administrator Randy Margo reported on the following:

- Assigning contracts from the County of Yuba and Reclamation District 784 to the Authority
- Formation and proposed boundaries of Mello-Roos Community Facilities District and associated issues

ACTION ITEMS

A. Joint Powers Authority Agreement: Following presentation by Mr. Margo and discussion regarding adding additional Directors to the Authority, the item was tabled to allow preparation of analysis and methodology for selection. TABLED

- B. Meeting Schedule: Following Board discussion, the Board directed a meeting schedule of the first and second Tuesday of each month at 3:30 p.m. and 2:00 p.m. respectively. SET MEETING SCHEDULE
- C. Transfer of Developer Funds: Upon motion of Director Griego, seconded by Director Webb, and unanimously carried, the Board approved transfer of developer funds from Reclamation District 784 to Three Rivers Levee Improvement Authority. APPROVE TRNSFR.
- D. Mello-Roos Community Facilities District Boundary Map: The Board tabled this item until further notice. TABLED
- E. Levee Improvement/South Basin of Yuba County: Mr. Rick Reinhardt, MBK Engineers, recapped project features and costs required to meet minimum FEMA 100-year and 200-year certification requirements and responded to Board inquiries.

Upon motion of Director Griego, seconded by Director Webb, and unanimously carried, the Board directed the following:

- Improvement to slurry walls or seepage berms, reconstruction of the breach that failed due to overtopping in 1997, erosion protection and raising the levee between Highway 70 and the Western Pacific Interceptor Canal (WPIC) to the Upper Bear River Levee
- Filling of the landside ditch, raising the levee by an average of .5-1.0 feet, slurry walls and erosion protection to the WPIC
- Improvements to Reclamation District 784 Yuba River levee from Highway 70 upstream to the railroad bridge consisting of a combination of slurry wall, stability berm, relief wells and rain blanket.
- Within the Olivehurst Floodplain resolution could include a short, low levee, a detention basin pump station, and flood gates.

The Board further directed continued sampling and analysis on the Yuba River site to determine the next course of action.

PUBLIC COMMUNICATIONS

No one came forward.

ADJOURNMENT

There being no further business to come before the Three Rivers Levee Improvement Authority the meeting was adjourned at 4:45 p.m. by Chairman Webb.

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS
AND EX-OFFICIO SECRETARY OF THE PUBLIC AUTHORITY

Approved: _____

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

COUNTY OF YUBA

MINUTES – BOARD OF DIRECTORS

APRIL 13, 2004

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority was held on the above date, commencing at 2:05 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Mary Jane Griego and Richard Webb. Also present were Yuba County Administrator Kent McClain, Yuba County County Counsel Daniel Montgomery, and Clerk of the Board of Supervisors Donna Stottlemeyer. Chairman Webb presided.

STAFF REPORTS

Community Facilities District/Formation and Financing: Assistant County Administrator Randy Margo updated the Board regarding the permitting process and timelines for construction and maximizing protection of levees to the 200-year level advising of an upcoming meeting with regulatory agencies on April 23, 2004, and recommending the Board take a leadership position with respect to their interests. Mr. Margo and County Administrator Kent McClain responded to Board inquiries.

ACTION ITEMS

A. Invoice Payment Authorization: Upon motion of Director Griego, seconded by Director Webb, and unanimously carried, the Board authorized the Yuba County Auditor-Controller to pay the following invoices for design and environmental services: **AUTHORIZE PAYMENT**

- HDR Engineering \$34,333.09
- Jones & Stokes 830.00
- MBK Engineers 17,953.48
- MHM Engineers 68,162.72

B. Agreement for legal assistance/Federal/State Levee Permits: Assistant County Administrator Randy Margo recapped the request to seek a contract for legal/lobbyist services with regards to obtaining federal and state levee permits advising developers have indicated willingness to pay costs of services. Mr. Margo further advised staff and developers have met with a qualified individual and requested Board approval to seek a contract prior to the April 23rd meeting with state regulatory agencies.

Upon motion of Director Griego, seconded by Director Webb, the Board directed staff to seek professional services to assist in obtaining Federal/State levee permits and return with a proposed agreement for approval.

DIRECT
AGRMNT.

Chairman Webb directed a special meeting be called April 20, 2004 at 1:00 p.m. to consider approval of subject contract.

CALL
SPL. MTG.

PUBLIC COMMUNICATIONS

No one came forward.

ADJOURNMENT

There being no further business to come before the Three Rivers Levee Improvement Authority the meeting was adjourned at 2:30 p.m. by Chairman Webb.

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS
AND EX-OFFICIO SECRETARY OF THE PUBLIC AUTHORITY

Approved: _____

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

COUNTY OF YUBA

MINUTES – BOARD OF DIRECTORS

APRIL 20, 2004 – SPECIAL MEETING

A meeting of the Board of Directors of the Three Rivers Levee Improvement Authority was held on the above date, commencing at 1:05 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Director Richard Webb. Director Mary Jane Griego was absent. Alternate Director Logue was present in Director Griego's absence. Also present were Yuba County Administrator Kent McClain, Yuba County County Counsel Daniel Montgomery, and Clerk of the Board of Supervisors Donna Stottlemeyer. Chairman Webb presided.

ACTION ITEMS

- A. Invoice Payment Authorization: Upon motion of Alternate-Director Logue, seconded by Director Webb, and unanimously carried, the Board authorized the Yuba County Auditor-Controller to pay an invoice from HDR Engineering in the amount of \$234,341.01 for design and environmental services. AUTHORIZE PAYMENT
- B. Somach, Simmons and Dunn/Agreement: Following recap of the agreement by Assistant County Administrator Randy Margo and upon motion of Alternate-Director Logue, seconded by Director Webb, and unanimously carried, the Board approved the agreement with Somach, Simmons and Dunn for legislative advocacy services and authorized the Chairman to execute same. APPROVE AGRMNT.

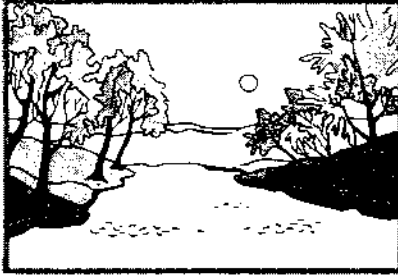
ADJOURNMENT

There being no further business to come before the Three Rivers Levee Improvement Authority the meeting was adjourned at 1:19 p.m. by Chairman Webb.

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS
AND EX-OFFICIO SECRETARY OF THE PUBLIC AUTHORITY

_____ Approved: _____



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

May 4, 2004

TO: Three Rivers Levee Improvement Authority
FROM: Randy Margo, Assistant County Administrator
SUBJECT: Contract Amendment for MBK Engineers

Recommended Action

Approve the attached contract amendment by MBK Engineers to provide project management and hydraulic modeling services between May 1 and July 31, 2004. This contract amendment is for \$50,100, increasing the total authorized amount for this contract from \$139,200 to \$189,300.

Reason for Recommended Action

The contract for MBK Engineers expired on April 30, 2004. This amendment will allow project management and hydraulic modeling services to continue until the construction phase of the levee work commences in August 2004.

Background

The firm MBK Engineers was hired last year by Reclamation District 784 to conduct the problem identification study for levee construction work contemplated in the south portion of the Yuba Basin. Subsequently, the firm was hired by the District to provide project management and hydraulic modeling services during the engineering design phase of the levee project. This contract amendment enables the firm to continue its previously contracted work until the construction phase of the work is scheduled to begin in early August 2004.

Fiscal Impact

Voluntary developer contributions are funding the contract amendment. No County of Yuba General Funds are required to pay for this contract.

April 22, 2004

Randy Margo
Three Rivers Levee Improvement Authority
915 8th Street, Ste. 115
Marysville, CA 95901

**Subject: Agreement for Professional Services
4th Amendment to Scope of Work for Project Management & Hydraulic
Modeling for RD 784 FEMA Fix Contract**

Dear Mr. Margo:

Enclosed is the 4th Amendment to our Professional Services Agreement for the subject project. This document outlines a cost proposal for project management and hydraulic analysis for issues related to FEMA certification of the Bear River, Western Interceptor Canal levees, and the remaining levees within RD 784.

The intent of this 4th amendment is to expand the scope and cost ceiling to provide project management and hydraulic modeling services through July 31, 2004. Amendment 3 was developed to allow the JPA flexibility during its first month to determine what level of support they would need for implementation of the program to improve the RD 784 levees. This 4th Amendment is intended to cover the work effort anticipated to be required to get Phase 1 of the FEMA Fix project to construction, which is anticipated to be in August, 2004. The total cost for this amendment is \$50,100, increasing the cost ceiling for this contract from \$139,200 to \$189,300.

We have enclosed two copies of MBK's standard contract. Unless you have your own standard contract, please sign both copies and return one copy to MBK.

Please call if you have any questions.

Sincerely,
MBK ENGINEERS

Ric Reinhardt, PE



Enclosures

Agreement for Professional Services – Standard Terms and Conditions

This Agreement for professional services is entered into between MBK Engineers, hereinafter referred to as the CONSULTANT and Reclamation District 784, hereinafter referred to as the CLIENT.

For and in consideration of the mutual covenants and conditions herein, CLIENT and CONSULTANT do hereby agree as follows:

1. Covenant for services

The CLIENT does hereby retain the CONSULTANT to perform the professional services identified herein. The CONSULTANT does hereby agree to perform such services for the CLIENT upon the terms and conditions set for in this AGREEMENT.

2. Scope of service

The CONSULTANT will provide all goods and services as set forth in the Scope of Work, attached hereto and incorporated by reference in this AGREEMENT as Attachment A.

3. Standard of care

CONSULTANT will strive to perform services under this AGREEMENT in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, or otherwise.

CLIENT understands that the standard of care CONSULTANT is required to uphold can only be determined after the fact, through appropriate research by qualified experts. CLIENT agrees that, should it for any reason become necessary to identify the standard of care applicable to CONSULTANT's services, CLIENT shall cause CLIENT's expert to use those research methods agreed to by the American Society of Civil Engineers, American Institute of Architects, National Society of Professional Engineers, Interprofessional Council on Environmental Design, American Association of Engineering Societies, and other respected national, regional, and international organizations, as related in the document, *Recommended Practices for Design Professionals Engaged as Experts in the Resolution of Construction Industry Disputes*.

4. Definitions

When used in this AGREEMENT, the words and phrases listed below are defined as indicated, unless noted otherwise elsewhere in this AGREEMENT:

Agreement

This contract, including all appendixes, addenda, and any documents incorporated by reference.

Any Claim

This term, when used in a provision indicating CLIENT's obligation to waive claims against CONSULTANT or to hold CONSULTANT harmless from any claim arising from certain specified events, means "any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability."

Certify, Certification

Wherever these or derivative words are used in the AGREEMENT, or in any document developed or arising out of this AGREEMENT or services furnished by CONSULTANT thereunder, they shall mean CONSULTANT's furnishing an opinion of conditions based upon testing, analyses, or observation CONSULTANT has performed. CONSULTANT's certification of a condition's existence does not guarantee such condition exists, nor does it relieve other party of responsibilities or obligations such party has accepted by contract or custom.

Claims

See "Any Claim," above.

Client

Reclamation District 784.

Consultant

The firm of MBK Engineers, subsidiaries and affiliates, and all officers and employees thereof.

Substantial Completion

Substantial completion of CONSULTANT's services shall have been accomplished when CONSULTANT submits a final report and recommendations or final plans and specifications. If the AGREEMENT calling for these services is terminated before the services are completed, substantial completion will have occurred on the date termination goes into effect.

5. Billing and payment

CLIENT recognizes that timely payment of CONSULTANT's invoices is a material part of the consideration for which CONSULTANT requires to perform the services indicated in this AGREEMENT.

CLIENT shall pay CONSULTANT for services rendered in U.S. funds drawn upon U.S. banks, in accordance with the rates and charges set forth herein. Routine invoices will be submitted by CONSULTANT from time to time, but no more frequently than every two (2) weeks, and shall be due and payable within thirty (30) calendar days of invoice date. If CLIENT objects to any portion of an invoice, CLIENT shall so notify CONSULTANT within fourteen (14) calendar days of the invoice date, identify the cause of the objection, and pay when due that portion of the invoice not in dispute.

CLIENT shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by CONSULTANT more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount.

Payment of invoices is in no case subject to unilateral discounting or set-offs by CLIENT.

Application of the percentage rate indicated above as a consequence of CLIENT's late payments does not constitute any willingness on CONSULTANT's part to finance CLIENT's operation, and no such willingness should be inferred. If CLIENT fails to pay undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, as set forth hereinabove, CONSULTANT may at any time thereafter, without waiving any other claim against CLIENT and without thereby incurring any liability to CLIENT, suspend this AGREEMENT (as provided for in Section 9, SUSPENSION) or terminate this AGREEMENT (as provided for in Section 10, TERMINATION).

Accordingly, the CONSULTANT will provide all goods and services as set forth in the Scope of Work for the price described in the CONSULTANT's Cost Proposal, attached hereto and incorporated by reference in this AGREEMENT as Attachment B.

6. Limitation of liability

CLIENT and CONSULTANT agree to allocate certain of the risks so that, to the fullest extent permitted by law, CONSULTANT's total aggregate liability to CLIENT is limited to \$50,000 or to the proceeds available from CONSULTANT's required insurance coverages, whichever is higher, for any and all injuries, damages, claims, losses, expenses, or claim

expenses (including attorneys' and expert witness' fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, CONSULTANT's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute.

7. Insurance

CONSULTANT maintains workers' compensation and employer's liability insurance of a form and in the amount required by California state law; general liability and automotive liability insurance with limits of one million dollars (\$1,000,000), and professional liability insurance with a limit of two million dollars (\$2,000,000).

CLIENT recognizes that the insurance market can be erratic and that no CONSULTANT can guarantee an ability to maintain the coverages indicated above. CONSULTANT warrants that CONSULTANT will endeavor to do so, within a context of prudent business practices, and will notify CLIENT of any change in coverage no later than ten (10) calendar days after CONSULTANT becomes aware of such change. If any of CONSULTANT's coverages is withdrawn, or if CONSULTANT decides to forgo coverage because a replacement policy will afford inadequate protection and/or will require a significantly increased premium when compared to prior coverage, CONSULTANT and CLIENT shall confer about alternatives available, if any, and shall bargain in good faith in an attempt to achieve conditions acceptable to both.

8. Indemnification

CONSULTANT agrees to hold harmless and indemnify CLIENT from and against liability to the extent caused by CONSULTANT's negligent performance of the services.

CONSULTANT's opinion of certain conditions that CONSULTANT has evaluated on CLIENT's behalf may diminish the value of property. In order to establish an atmosphere where CONSULTANT feels free to report CONSULTANT's opinions, recommendations for remedial measures, et al., without fear of reprisal, CLIENT shall, to the fullest extent permitted by law, waive any claim against CONSULTANT, and indemnify, defend, and hold CONSULTANT harmless from any claim or liability for injury or loss arising from the theory that CONSULTANT's findings, conclusions, opinions, recommendations, plans, or specifications diminished the value of a property. CLIENT shall also compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim. Such compensation shall be based

upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.

CONSULTANT shall indicate to CLIENT the information needed for rendering services hereunder, and CLIENT shall provide to CONSULTANT as much of such information that is available to CLIENT. CLIENT shall inform CONSULTANT of reports or other materials prepared by others that relate to CONSULTANT's portion of the work, and CLIENT shall furnish these to CONSULTANT or otherwise help CONSULTANT gain access to them. CLIENT recognizes that CONSULTANT is unable to ensure the sufficiency of such information, either because doing so is impossible, or because of errors or omissions others may have committed when assembling the information. Accordingly, CLIENT shall, to the fullest extent permitted by law, waive any claim against CONSULTANT, and indemnify, defend, and hold CONSULTANT harmless from any claim or liability for injury or loss arising from alleged errors, omissions, or inaccuracies in documents or other information provided to CONSULTANT by CLIENT. CLIENT also shall compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim. Such compensation shall be based upon CONSULTANT's prevailing fee schedule.

9. Suspension

If payment of CONSULTANT's invoices is not maintained on a thirty- (30-) calendar-day-current basis by CLIENT, CONSULTANT may, upon fourteen (14) calendar days' written notice to CLIENT, suspend further services until payment is restored to a current basis, or CONSULTANT may terminate this AGREEMENT. CLIENT may suspend CONSULTANT's services upon fourteen (14) calendar days' written notice. Any suspension by CLIENT exceeding forty-five (45) calendar days shall, at CONSULTANT's option, make this AGREEMENT subject to renegotiation or termination. Any suspension shall extend the performance schedule by an amount of time satisfactory to both CLIENT and CONSULTANT, and CLIENT shall compensate CONSULTANT for services performed and expenses incurred prior to the suspension date, plus suspension charges. Suspension charges shall include, but shall not be limited to, fees for service and expenses for putting analyses and documents in order, rescheduling and reassigning personnel and/or equipment, and issuing necessary or customary notices to appropriate government agencies. Compensation to CONSULTANT shall be based upon CONSULTANT's prevailing fee schedule.

10. Termination

CLIENT or CONSULTANT may terminate this AGREEMENT without penalty. The party initiating

termination shall so notify the other party, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party effects termination or the cause thereof, CLIENT shall within thirty (30) calendar days of termination pay CONSULTANT's fees for services rendered and costs incurred, in accordance with CONSULTANT's prevailing fee schedule. These fees and costs shall include those outstanding at the time of termination.

11. Ownership of instruments of professional service

Plans, specifications, reports, software, calculations, field data, field notes, estimates, and similar documents and materials prepared by or for CONSULTANT as instruments of professional service are CONSULTANT's property. CONSULTANT shall retain these instruments of professional service for five (5) years following submission of final project deliverables, during which period CONSULTANT's instruments of professional service will be made available for CLIENT's review at any reasonable time.

CLIENT agrees that instruments of professional service provided by CONSULTANT to CLIENT may not under any circumstances be altered by any party except CONSULTANT. CLIENT warrants that CONSULTANT's instruments of service will be used only and exactly as submitted by CONSULTANT.

CLIENT understands that CONSULTANT may become liable to third-parties that ill-advisedly rely on CONSULTANT's instruments of professional service under the mistaken assumption that their third-party needs are identical to CLIENT's or that, although their needs differ from CLIENT's, CONSULTANT would nonetheless have performed the identical services to satisfy those different needs. To help prevent problems from arising in this respect, CLIENT shall inform CONSULTANT of any specific third-parties or types of third-parties that CLIENT believes may ask to rely on CONSULTANT's instruments of professional service, and CLIENT shall not under any circumstance permit such reliance except with the express consent of CONSULTANT. CONSULTANT may withhold its consent if the third-party does not agree, in writing, (1) to be bound by the terms of this AGREEMENT, including without limitation, any provision limiting CONSULTANT's liability hereunder, (2) to use such information only for the purposes contemplated by CONSULTANT in performing its services, and (3) to be bound by the qualifications and limitations expressed in the opinions, conclusions, certificate, or report involved. CLIENT's payment of CONSULTANT's invoices, as provided for herein, shall not be made contingent on CONSULTANT's agreeing to permit third-party reliance against CONSULTANT's preferences, and CONSULTANT

shall be compensated by CLIENT for whatever additional service and/or risk stems from third-party reliance, if the third-party does not provide compensation per terms and conditions herein. In addition, CLIENT shall, to the fullest extent permitted by law, waive any claim against CONSULTANT, and indemnify, defend, and hold CONSULTANT harmless from any claim or liability for injury to loss allegedly arising from any third-party's reliance on CONSULTANT's instruments of services without CONSULTANT's specific authorization to do so. CLIENT also shall compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim. Such compensation shall be based upon CONSULTANT's prevailing fee schedule.

12. Dispute resolution

All claims, disputes, or controversies arising out of, or in relation to the interpretation, application, enforcement, or implementation of this AGREEMENT or provision of the services indicated herein shall be decided through mediation. The parties further agree that OWNER will require, as a condition for participation in the project and their agreement to perform labor or services, that all contractors, all subcontractors at all tiers, and all suppliers whose

portion of the work amounts to five thousand dollars (\$5,000) or more, and their insurers and sureties, shall agree to this procedure.

Should legal action be brought by one party against the other, the nonprevailing party shall reimburse the prevailing party for the prevailing party's documented legal costs, in addition to whatever other judgments or settlement sums may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, forensic consultant and expert witness fees, and other documented expenses, as well as the value of time spent by the prevailing party and those in that party's employ to research the issues in question, discuss matters with attorneys and others, prepare for depositions, respond to interrogatories, and so on. Insofar as CONSULTANT is concerned, the value of time spent and expenses incurred shall be computed based upon CONSULTANT's prevailing fee schedule.

13. Governing law

Unless otherwise provided, the substantive law of the state of California will govern the validity of this AGREEMENT, its interpretation and performance, and remedies for contract breach or any other claims related to this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their undersigned officials as duly authorized.

MBK Engineers

By: _____
Name and title: _____
Date: _____
Federal ID number: _____

Three Rivers Levee Improvement Authority

By: _____
Name and title: _____
Date: _____

**Agreement for Professional Services – Standard Terms and Conditions
between
MBK Engineers and the Three Rivers Levee Improvement Authority**

This 4th amendment to the Scope of Work will specifically cover the following tasks:

1. Project management and assisting with management of the design contract.
2. Review of design products.
3. Coordination with Corps on review of design and FEMA certification.
4. Hydraulic modeling in support of design effort.
5. Coordination with Yuba County, developers, and public

Project Management (including items 1,2, 3 and 5 above)

This task would involve managing the interface between the design consultant and RD 784, YCWA and Yuba County. This task includes: tracking of project expenditures; review of consultant reports for policy issues and consistency with project objectives; oversight of the technical team; and coordination with DWR, Rec Board and Corps staff on project related issues and design review.

Time: Principal Engineer	190hrs @ \$135/h	\$ 25,650
Expenses		\$ 400
 Total		 \$ 26,050

Hydraulics (item 4)

The following is a cost proposal to accomplish the hydraulic analysis and model revisions for the alternative that will be carried forward to final design and assistance with the design team for the preferred alternative through final design and the development of the bid package. This would also include review of the hydraulics portion of the design products and modeling of the Orchard removal.

Time: Supervisory Engineer	70hrs @ \$130/hr	\$ 9,100
Senior Engineer	90hrs @ \$115/h	\$ 10,350
Junior Engineer	60hrs @ \$70/hr	\$ 4,200
Expenses		\$ 400
 Total		 \$ 24,050

MBK's current contract ceiling is \$139,200. This amendment would raise the contract ceiling by \$50,100, bringing the revised contract ceiling to \$189,300. This work will be performed on a time and materials basis not to exceed \$189,300. The amendment is intended to cover the work effort to July 31, 2004.