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**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT for Engineering Design and Environmental Studies for Constructing Improvements Along the South Levee of the Yuba River ("Agreement") is made as of the Agreement Date set forth below by and between the Three Rivers Levee Improvement Authority, a Joint Powers Authority ("the AUTHORITY"), and

HDR, 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: Signature Date of the Agreement (page 3)

Termination Date: December 31, 2004

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 AUTHORITY time in which to complete a novation or renewal contract for CONTRACTOR and 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 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.

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 AUTHORITY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF 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. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" 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.

7. DESIGNATED REPRESENTATIVES.

Charles K. McClain is the representative of the AUTHORITY and will administer this Agreement for the AUTHORITY. Patrick J. Flynn is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. 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 - Additional Provisions
- Attachment D - General Provisions

9. **TERMINATION.** AUTHORITY and CONTRACTOR shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on 22 Jun 04, 2004.

"AUTHORITY"

Charles K. Co.

THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY

"CONTRACTOR"

Walter J. ...

HDR, INC.

Approved As To Form:

DAVID G. MONTGOMERY, COUNTY COUNSEL

By: Kathleen R. Burgess, Chief Deputy
Counsel for "AUTHORITY"

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:

As indicated on Exhibit A, attached hereto and incorporated herein. Exhibit A is CONTRACTOR letter entitled, "*Scope of Services and Cost Proposal for Engineering Design and Environmental Services- Yuba River South Levee Improvement*", dated June 10, 2004. For purposes of this Agreement, only that work described as **Basic Services** (Task 1 through Task 8 in Scope of Work document) is applicable. Work described as "Optional Items" (Task 9) are not a part of this scope of services and duties.

A.2. TIME SERVICES RENDERED.

All work to be accomplished no later than December 31, 2004.

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. AUTHORITY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY 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

AUTHORITY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. See pages 43 and 44 of Exhibit A. Pursuant thereto, AUTHORITY shall pay CONTRACTOR a contract fee not to exceed \$649,015.00 for those "Basic Services" described therein. AUTHORITY shall be credited with any sums paid CONTRACTOR under the Temporary Agreement for Professional Services between CONTRACTOR AND AUTHORITY executed in June of 2004. 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 the above stated amount without a formal written amendment to this Agreement approved by the AUTHORITY.

B.2 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by AUTHORITY. Payment for additional services shall be made to CONTRACTOR by AUTHORITY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

ATTACHMENT B

PAYMENT

AUTHORITY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. See pages 43 and 44 of Exhibit A. Pursuant thereto, AUTHORITY shall pay CONTRACTOR a contract fee not to exceed \$649,015.00 for those "Basic Services" described therein. AUTHORITY shall be credited with any sums paid CONTRACTOR under the Temporary Agreement for Professional Services between CONTRACTOR AND AUTHORITY executed in June of 2004. 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 the above stated amount without a formal written amendment to this Agreement approved by the AUTHORITY.

B.2 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by AUTHORITY. Payment for additional services shall be made to CONTRACTOR by AUTHORITY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

ATTACHMENT C

OTHER TERMS

There are no applicable provisions under this Attachment C for this Agreement.

ATTACHMENT D
GENERAL PROVISIONS

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

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

D.1.2 CONTRACTOR shall have no claim against 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.

D.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.

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

D.1.5 CONTRACTOR may provide services to others during the same period service is provided to AUTHORITY under this Agreement.

D.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.

D.1.7 As an independent contractor, CONTRACTOR hereby indemnifies and

holds AUTHORITY harmless from any and all claims that may be made against AUTHORITY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to AUTHORITY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to 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 AUTHORITY to immediately terminate this agreement notwithstanding Operative Provision No. 9.

D.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.

D.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 AUTHORITY, naming the AUTHORITY and any related agency governed by the Board of Supervisors which is letting the contract or for whom the services under the contract are being provided, and AUTHORITY's, or related agency's, officials, employees, and volunteers as additional insured, (hereinafter referred to as "the insurance"). The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

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

D.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 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 AUTHORITY approval.

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

(ii) The CONTRACTOR's insurance coverage shall be primary insurance as respects the AUTHORITY, its officials, employees and volunteers and any other insureds under this Agreement. Any insurance or self-insurance maintained by the 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 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 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 AUTHORITY.

D.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.

D.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 incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500). 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.

D.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.

D.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 AUTHORITY. At the option of the AUTHORITY either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the 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.

D.4.8 VERIFICATION OF COVERAGE.

(a) CONTRACTOR shall furnish 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 AUTHORITY or on forms received and approved by the AUTHORITY before work commences. AUTHORITY 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 AUTHORITY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, 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 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 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 AUTHORITY certificate(s) and endorsement(s) evidencing a renewal or new policy to take the place of the policy expiring.

D.5 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless 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, which may arise from the intentional 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.

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

D.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.

D.8 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that 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 AUTHORITY of its desire for removal of such person or persons.

D.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 AUTHORITY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR's profession.

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

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

D.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:

D.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.

D.12.2 AUTHORITY shall have full ownership and control of all such writings or other communications delivered by CONTRACTOR pursuant to this Agreement.

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

CONTRACTOR may terminate its services under this Agreement upon thirty (30) days written notice to the 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 AUTHORITY.

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

D.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.

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

D.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.

D.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.

D.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.

D.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.

D.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.

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

D.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.

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

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

D.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.

D.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.

D.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.

D.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.

D.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.

D.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 AUTHORITY of Yuba, State of California.

D.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.

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

D.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.

D.32 CONFLICT OF INTEREST. Neither a AUTHORITY employee whose position in 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 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 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 AUTHORITY Conflict of Interest Code.

D.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 "AUTHORITY":

Charles K. McClain
County Administrator, County of Yuba
Yuba County Government Center
Suite
Marysville, CA 95901

If to "CONTRACTOR":

Parick J Flynn, P.E.
Vice President
HDR, Inc.
2365 Iron Point Road
Suite 300
Folsom, CA 95630

EXHIBIT A

TO AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY ("AUTHORITY"),
AND
HDR, INC ("CONTRACTOR")

June 10, 2004

Mr. Ric Reinhardt
MBK Engineers
2450 Alhambra Boulevard, 2nd Floor
Sacramento, CA 95817

RE: Scope of Services and Cost Proposal for Engineering Design and Environmental Services -
Yuba River South Levee Improvement Project

Dear Mr. Reinhardt:


Attached, please find our scope, schedule, and fee proposal for accomplishing engineering design and environmental studies for constructing improvements along the south levee of the Yuba River near the community of Linda, California in Reclamation District No. 784. We are providing you with this package in anticipation that you will forward it along to the Three Rivers Levee Improvement Authority or other appropriate contracting agency for their action.

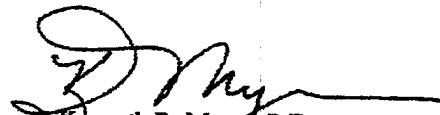
A summary of project tasks and the cost for each is presented below:

Item	Budget
Basic Services	
Task 1 - Project Management	\$ 158,458
Task 2 - Alternatives Analysis/Basis of Design	\$ 86,641
Task 3 - PS&E - Phase I	\$ 151,786
Task 4 - Right-of-Way/Easement and Utility Requirements	\$ 18,817
Task 5 - CEQA/NEPA Documentation	\$ 85,554
Task 6 - Permitting	\$ 31,130
Task 7 - Public Outreach	\$ 15,472
Task 8 - Pre-Bid Assistance, RFIs, Shop Drawing Reviews	\$ 101,157
Subtotal - Basic Services	\$ 649,015
Optional Services	\$ 614,141
Total	\$1,263,156

If you have any questions about our scope, schedule or fee estimate modifications, please call Mr Ken Myers at (916) 817-4860. We are excited about the opportunity to work with you on this project.

Sincerely,


Patrick L. Flynn, P.E.
Vice President
Attachments


Kenneth R. Myers, P.E.
Water Resources Program Manager

KRM/CEK/cdl:04103

**THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
DESIGN OF TUBA RIVER SOUTH LEVEE IMPROVEMENT
PROJECT
FEE WORKSHEET**

No.	Task Description	Labor												Total Labor (H)	Expenses	J&S	Sub-Contractors*	Miscellaneous†	Total
		PA	CO	SE	CH	EA	EA	EA	EA	EA	EA	EA	EA						
1.1	Project Management	170	195	195	155	155	122	80	81.5	95	81	270	\$ 47,178	\$ 5,100				\$ 52,278	
1.2	Initial Study	16			6	6						36	\$ 6,444	\$ 643				\$ 7,087	
1.3	ICM Certification	1			1	1						3	\$ 570	\$ 57				\$ 627	
1.4	Monthly Status Meetings	64			64	64					64	156	\$ 2,903	\$ 283				\$ 3,186	
1.5	Monthly Progress Reports	16			16	16					16	40	\$ 5,800	\$ 647				\$ 6,447	
1.6	Quality Control	0	40	40	40	40					138	138	\$ 23,809	\$ 2,618				\$ 26,427	
1.7	Submittal Control Management	40	40	40	40	40					160	160	\$ 13,125	\$ 1,455				\$ 14,580	
2.1	Review Existing Data	4			4	4					4	28	\$ 5,460	\$ 561				\$ 6,021	
2.2	Geotechnical Field Exploration & Analysis	6			40	40					40	72	\$ 9,500	\$ 1,081				\$ 10,581	
2.3	Geotechnical Report - Prepared (Narrative)	6			12	12					20	20	\$ 3,400	\$ 378				\$ 3,778	
2.4	Bank of Design	28			28	28					28	216	\$ 17,241	\$ 1,897				\$ 19,138	
2.5	Submittal Management Analysis / Bank of Design	12			60	60					60	500	\$ 54,774	\$ 6,025				\$ 60,799	
3.1	30 Percent POLE	4			16	16					20	48	\$ 5,148	\$ 544				\$ 5,692	
3.2	60 Percent POLE	4			4	4					4	12	\$ 1,314	\$ 141				\$ 1,455	
3.3	Final POLE	24			62	62					48	172	\$ 18,141	\$ 1,942				\$ 20,083	
4.1	Real Estate Requirements	0			0	0					0	0	\$ 0	\$ 0				\$ 0	
4.2	Utility Requirements and Contribution	0			0	0					0	0	\$ 0	\$ 0				\$ 0	
4.3	Utility Requirements and Utility Requirements	0			0	0					0	0	\$ 0	\$ 0				\$ 0	
5.1	Phase 1 - Initial Study	4			6	6					12	12	\$ 2,000	\$ 222				\$ 2,222	
5.1.1	Prepare Project Description	4			4	4					0	0	\$ 0	\$ 0				\$ 0	
5.1.2	Prepare Administrative Draft Initial Study	4			4	4					0	0	\$ 1,400	\$ 154				\$ 1,554	
5.2	CEQA Phase 1 - Negative Declaration	4			4	4					0	0	\$ 0	\$ 0				\$ 0	
5.2.1	Prepare Administrative Draft Negative Declaration	4			4	4					0	0	\$ 0	\$ 0				\$ 0	
5.2.2	Prepare Negative Draft Negative Declaration	4			4	4					0	0	\$ 780	\$ 86				\$ 866	
5.2.3	Prepare Negative Negative Declaration	4			4	4					0	0	\$ 0	\$ 0				\$ 0	
5.2.4	Prepare Negative Negative Declaration	4			4	4					0	0	\$ 2,340	\$ 254				\$ 2,594	
5.2.5	Prepare Negative Negative Declaration	4			4	4					0	0	\$ 0	\$ 0				\$ 0	
5.2.6	Prepare Negative Negative Declaration	4			4	4					0	0	\$ 2,000	\$ 222				\$ 2,222	
5.2.7	Prepare Negative Negative Declaration	4			4	4					0	0	\$ 0	\$ 0				\$ 0	
5.2.8	Prepare Negative Negative Declaration	4			4	4					0	0	\$ 0	\$ 0				\$ 0	
6.1	Board Encroachment Permit	0			0	0					0	0	\$ 0	\$ 0				\$ 0	
6.2	Other Permits	0			0	0					0	0	\$ 0	\$ 0				\$ 0	
6.3	Other Permits	0			0	0					0	0	\$ 0	\$ 0				\$ 0	
7.1	Construction Oversight	0			0	0					0	0	\$ 0	\$ 0				\$ 0	
7.2	Construction Oversight	0			0	0					0	0	\$ 0	\$ 0				\$ 0	
7.3	Construction Oversight	0			0	0					0	0	\$ 0	\$ 0				\$ 0	
8.1	Utility Approval (Address and Characteristics)	12			12	12					36	36	\$ 18,058	\$ 1,984				\$ 20,042	
8.2	Pre-Construction Meeting	6			6	6					20	20	\$ 3,162	\$ 347				\$ 3,509	
8.3	Pre-Construction Meeting	16			40	40					116	116	\$ 1,118	\$ 121				\$ 1,239	
8.4	Construction Phase Services	48			74	74					408	408	\$ 7,432	\$ 794				\$ 8,226	
9.1	Final Report and Construction Report	48			48	48					48	48	\$ 48,000	\$ 5,184				\$ 53,184	
TOTAL		622	40	40	272	191	192	127	75	107	1,026	1,026	\$ 343,834	\$ 38,651				\$ 382,485	

*Subcontractors included up to 10%