

TWENTIETH AMENDMENT  
TO  
AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY  
AND  
HDR ENGINEERING, INC.

THIS TWENTIETH AMENDATORY AGREEMENT is made and entered into this 6 day of June 2017, by and between the Three Rivers Levee Improvement Authority, (“TRLIA”), a California Joint Powers Authority, and HDR Engineering, Inc. (“CONSULTANT”).

WHEREAS, TRLIA and CONSULTANT entered into an agreement on December 13, 2005 to provide professional services for Engineering Design and Environmental Studies for Phase 4 Levee Repairs - Upper Yuba River, Continuation of Phase 2 Construction Management (2006), and FEMA Certification of Contract Work (“Agreement”);

WHEREAS, a FIRST AMENDATORY AGREEMENT, executed February 14, 2006, increased the maximum not to exceed contract fee from \$2,580,038 by \$118,955 to \$2,698,993; and

WHEREAS, a SECOND AMENDATORY AGREEMENT, executed March 7, 2006, increased the maximum not to exceed contract fee from \$2,698,993 by \$117,649 to \$2,876,642; and

WHEREAS, a THIRD AMENDATORY AGREEMENT, executed August 8, 2006, increased the maximum not to exceed contract fee from \$2,876,642 by \$661,193 to \$3,537,835; and

WHEREAS, a FOURTH AMENDATORY AGREEMENT, executed October 16, 2007, increased the maximum not to exceed contract fee from \$3,537,835 by \$280,000 to \$3,817,835; and

WHEREAS, a FIFTH AMENDATORY AGREEMENT, executed August 5, 2008, increased the maximum not to exceed contract fee from \$3,817,835 by \$954,524 to \$4,772,359; and

WHEREAS, a SIXTH AMENDATORY AGREEMENT, executed September 9, 2008, extended the time of services rendered to December 31, 2009; and

WHEREAS, a SEVENTH AMENDATORY AGREEMENT, executed May 12, 2009, increased the maximum not to exceed contract fee from \$4,772,359 by \$2,416,874 to \$7,189,233 and extended the time of services rendered to December 31, 2010; and

WHEREAS, an EIGHTH AMENDATORY AGREEMENT, executed September 15, 2009 increased the maximum not to exceed contract fee from \$7,189,233 by \$155,846 to \$7,345,079; and

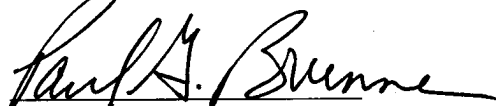
WHEREAS, a NINTH AMENDATORY AGREEMENT, executed July 20, 2010 increased the maximum not to exceed contract fee from \$7,345,079 by \$1,473,064 to \$8,818,143; and

3. Article 2 of the AGREEMENT shall be amended to extend the Termination Date of the Agreement to May 31, 2018.
4. ATTACHMENT A, Provision A.2 of the Agreement shall be revised to increase the time of services rendered to May 31, 2018.

All other terms and conditions contained in AGREEMENT shall remain in full force and effect.

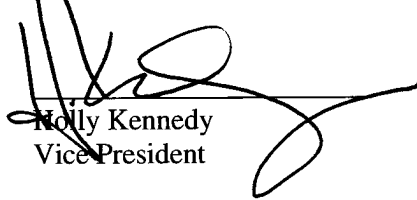
This Amended agreement is hereby executed on this 6 day of June, 2017.

THREE RIVERS LEVEE  
IMPROVEMENT AUTHORITY



Paul G. Brunner  
Executive Director

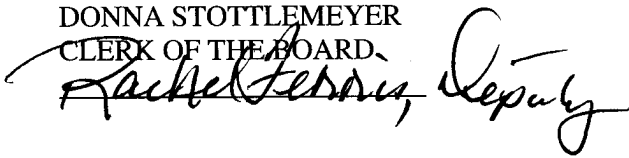
HDR ENGINEERING, INC.



Holly Kennedy  
Vice President

ATTEST:

DONNA STOTTEMEYER  
CLERK OF THE BOARD



APPROVED AS TO FORM:



ANDREA P. CLARK  
GENERAL COUNSEL



# Change Order No. 1

Date: Wednesday, May 31, 2017

Project: Three Rivers Levee Improvement Authority – Western Pacific Interceptor Canal: Western Levee Improvement Project Construction

To: Paul Brunner – Three Rivers Levee Improvement Authority  
Care of Claire Marie Turner – MBK Engineers

From: Garrett Harris, PE, GE

Subject: Amendment No. 19 Contract Fee Amendment

Dear Mr. Brunner,

HDR is requesting amendment to its contract to provide additional scope and fee for construction management services for the WPIC 200-Year Standard Project (WPIC Project). Amendment 19 provided a fee of \$1,963,348.42 for construction management services assuming a single construction season for the WPIC Project. As of the date of this letter, HDR has invoiced \$527,861.98 for the efforts primarily associated with the 2016 construction season. As the project continues for a second construction season, HDR's remaining (available) fee is \$1,005,499.02. This fee is allocated for tasks primarily associated with geotechnical trench logging, post construction surveying, remaining landside fills, and post-construction documentation. HDR requests an additional fee of \$690,231 under Amendment No. 20 to provide continued construction management services.

## 2016 Construction Season

The 2016 construction season began on July 28 and continued until November 18 for a total of 65 working days. During this period the contractor worked 10 hours per day constructing the landside toe road and stability berms associated with Schedule A. More specifically, the contractor imported and placed materials in the area along the landside toe between project Station 190+28 and 308+30 feet. During this period, HDR reviewed 14 submittals and responded to 9 request-for-information (RFIs) for the project, in addition to, 44 weekly progress meetings, and 8 team meetings.

HDR originally assumed 32 weeks, 6 days per week, at 10 hours per day to complete the WPIC construction. This included project management, on-site residential engineer, inspectors, design engineering support for submittals and enquiries, and subconsultant's associated with quality assurance (QA) services. However, despite 2016 construction being limited to the landside levee toe fills (part of Schedule B), the contractor spent 65 of the originally estimated 192 days on site. HDR had assumed that landside fill work would be completed in 24 days.

Due to the prolonged period of construction activities, HDR's geotechnical QA subconsultant was required to be on site for additional hours and perform additional density testing of fill materials as project specifications require a minimum number of QA density testing be

