

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND PACE ENGINEERING, INC. FOR
CSA #6 JONES VALLEY LEAK DETECTION AND METER REPLACEMENT
PROJECT**

This first Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, and PACE Engineering, Inc. a California corporation, ("Consultant").

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on July 18, 2017 to provide engineering services for the CSA #6 Jones Valley Leak Detection and Meter Replacement Project ("Agreement"); and

WHEREAS, County and Consultant desire to amend the Agreement to change the scope of services and compensation for the services to be provided herein for additional CEQA review and to add a federal environmental documentation (NEPA) provision;

NOW, THEREFORE, the Agreement is amended as follows:

I. Paragraph D of Section 1. **RESPONSIBILITIES OF CONSULTANT** of the Agreement is amended as of the effective date of this first Amendment in its entirety to read as follows:

D. Review the project, complete studies, and prepare environmental documents to obtain CEQA and NEPA environmental clearances.

II. Paragraph A of Section 3. **COMPENSATION** of the Agreement is amended as of the effective date of this first Amendment in its entirety to read as follows:

A. Consultant shall submit invoices for successful completion of the services described in Section 1 of this agreement, at the rates provided in Exhibit B, attached hereto and incorporated herein, in an amount not to exceed \$128,900.00 as described in Exhibit C, attached hereto and incorporated herein.

III. **EXHIBIT C** of the Agreement is amended as of the effective date of this first Amendment in its entirety to read as follows:

EXHIBIT C

SHASTA COUNTY DEPARTMENT OF PUBLIC WORKS JONES VALLEY WATER METER REPLACEMENT AND LEAK SURVEY PROJECT ENGINEERING FEE ESTIMATE

Work Task	Price
Leak Detection Survey/Study by Subcontractor	\$5,000.00
Leak Detection and Reporting	\$43,140.00
Environmental Documentation	\$47,336.00
Design ¹	\$33,424.00
Total	\$128,900.00

¹. Costs are for water meter replacement design only. If leak detection results indicate pipeline improvements are needed, additional design costs will be required, as limited by, and subject to, Section 3. COMPENSATION and Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.

IV. REAFFIRMATION

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

V. ENTIRE AGREEMENT

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Consultant.

VI. EFFECTIVE DATE

Unless otherwise provided, this first Amendment shall be deemed effective as of the last date it is signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this first Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this first Amendment and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

DAVID A. KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:

RUBIN E. CRUSE, JR.
County Counsel

By: David M. Yorton, Jr. 10/24/17
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: Jim Johnson 10/23/17
Risk Management Analyst III

CONSULTANT
PACE Engineering, Inc.

By: Thomas W. Warnock

Print Name: Thomas W. Warnock

Title: Principal Engineer/VP

Date: 10-19-17

Tax I.D.#: 94-2436391

RCE#: C-45008

By: Fred A. Lucero

Print Name: Fred A. Lucero

Title: Principal Engineer/VP

Date: 10-19-17

RCE#: C-50298