

**SECOND AMENDMENT
TO THE
PERSONAL SERVICES AGREEMENT
BETWEEN
THE SHASTA COUNTY WATER AGENCY AND
PACE ENGINEERING, INC.**

This Second Amendment is entered into between the Shasta County Water Agency ("Water Agency") and Pace Engineering, Inc. ("Consultant").

R E C I T A L S

WHEREAS, Water Agency and Consultant have previously entered into an agreement that commenced on June 28, 2016, (the "Agreement") for the purpose of providing engineering and administrative services for a water system improvement project for County Service Area ("CSA") No. 2 – Sugarloaf Water ("Sugarloaf") (the "Original Agreement"); and

WHEREAS, Water Agency and Consultant on January 24, 2017, amended the Original Agreement ("First Amendment") to pursue a Drinking Water State Revolving Fund ("DWSRF") grant, increased compensation by \$992 and extended the schedule to March 30, 2018; and

WHEREAS, DWSRF funding has been made available by the funding agency; and

WHEREAS, Water Agency and Consultant desire to further amend the responsibilities of Consultant, increase the maximum amount of compensation payable to Consultant by \$171,500, and extend the term of the Agreement to end on June 1, 2021.

NOW, THEREFORE, the Agreement is amended as follows:

I. Subsections A.15 through A.18 are added to Section 1 of the Agreement entitled RESPONSIBILITIES OF CONSULTANT to read as follows:

- A.15 Prepare plans and specifications for test well of up to 300 foot in depth at the site of the existing CSA water treatment facility.
- A.16 Coordinate and permit test well design and construction with the State Water Resources Control Board Division of Drinking Water and other interested agencies.
- A.17 Bid and award drilling of the test well with an appropriately licensed contractor.
- A.18 Hold a preconstruction meeting and provide engineering support services during construction of the test well. Ensure proper testing and disinfection of the test well. Observe and log test well installation and complete a technical memo describing well test results. Ensure temporary or permanent well closure, as appropriate.

II. Section 3 of the Agreement entitled COMPENSATION is amended in its entirety to read:

Section 3. COMPENSATION

Effective March 2, 2018, Consultant shall be paid on a time and materials basis according to the rates described in Exhibit A-1, attached and incorporated herein, for the services described in this agreement. In no event shall the maximum amount payable under this agreement exceed \$212,300.

Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

III. Section 5 of the Agreement entitled TERM OF AGREEMENT is amended in its entirety to read:

Section 5. TERM OF AGREEMENT

This Agreement shall commence March 2, 2018, and shall end on June 1, 2021.

IV. REAFFIRMATION

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

V. ENTIRE AGREEMENT

The Agreement, as amended, and any attachments and exhibits hereto, constitutes the entire understanding between County and Consultant concerning the subject matter contained herein.

VI. EFFECTIVE DATE

This Second Amendment shall be deemed effective as of March 2, 2018.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, County and Consultant have executed this Second Amendment on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

LES BAUGH, CHAIRMAN
Board of Directors
Shasta County Water Agency
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. 2/15/18
David M. Yorton, Jr.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: Shelley Forbes for
James Johnson
Risk Management Analyst III

CONSULTANT
PACE ENGINEERING, INC.

By: Paul J. Reuter
Print Name: Paul J. Reuter
Title: President
Date: 2-15-18
Tax I.D. #: 94-2436391

By: Thomas W. Waresock
Print Name: THOMAS W. WARESOCK
Title: PRINCIPAL ENGINEER
Date: 2-15-18
Engineer's
Contractor's License #: C45008



Exhibit A-1

STANDARD CHARGES FOR PROFESSIONAL SERVICES

Effective through December 31, 2018

LABOR CLASSIFICATION		HOURLY RATE
Senior Engineering Consultant	E8	\$205
Managing Engineer	E7	\$205
Principal Engineer	E6	\$193
Senior Engineer	E5	\$178
Associate Engineer	E4	\$159
Staff Engineer/Grade 3	E3	\$143
Staff Engineer/Grade 2	E2	\$134
Staff Engineer/Grade 1	E1	\$122
Engineering Technician 4	T4	\$134
Engineering Technician 3	T3	\$121
Engineering Technician 2	T2	\$109
Engineering Technician 1	T1	\$94
One-Man Survey Crew	SC1	\$226
Two-Man Survey Crew	SC2	\$288
Two-Man Survey Crew (O/T)	SC2x	\$341
Three-Man Survey Crew	SC3	\$355
Survey Supervisor	SS1	\$166
Licensed Land Surveyor	LS1	\$150
Admin. Clerk III	AD3	\$75
Admin. Clerk II	AD2	\$66
Admin. Clerk I	AD1	\$59

EXPENSES

Meals and Lodging: At cost (out-of-town and overnight work only)
 Vehicle Transportation: Included in hourly rates, unless specifically indicated otherwise in Agreement.
 Hourly labor rates are applicable during travel to and from job site.
 Express Mail/Federal Express: At cost
 Outside Services & Fees: At cost plus 10% administrative fee
 Computers, Plotters and Electronic Distance Measuring Instruments: Included in hourly rate.

Rates for expert witness services will be as set forth in the Engineering Agreement.

Rates are established on an annual basis and are subject to change from year to year.

Refer to Exhibit A-1 for hourly rates on prevailing wage projects.

M:\Master Documents\Rate Sheets\2018 Std-chrg Exhibit A - PRELIM.docx

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