# SECOND 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 Second 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 ("Original Agreement"); and

WHEREAS, County and Consultant amended the Original Agreement on November 7, 2017, to change the scope of services and compensation to provide for additional CEQA review and to add a federal environmental documentation (NEPA) provision; and

WHEREAS, County and Consultant desire to amend the responsibilities of Consultant to change the scope of services for additional design services to add a backwash pump and design for a new Supervisory Control and Data Acquisition (SCADA) system; and

WHEREAS, County and Consultant desire to amend the rates set forth in Exhibit B and Exhibit B-1 included in revised Exhibit B and Exhibit B-1, and

WHEREAS, County and Consultant desire to increase compensation payable to Consultant by \$25,100 in an amount not to exceed \$154,000 as described in revised Exhibit C, and

WHEREAS, the Original Agreement, the First Amendment, and the Second Amendment are collectively referred to as the "Agreement."

NOW, THEREFORE, the Agreement is amended as follows:

I. Paragraph B of Section 1. <u>**RESPONSIBILITIES OF CONSULTANT**</u> of the Agreement is amended as of the effective date of this second Amendment in its entirety to read as follows:

B. Prepare Draft Preliminary Engineering Report to evaluate results from Leak Location Survey Report (PER), meters to be installed, and basis for design of a backwash pump and SCADA system.

II. Paragraph F of Section 1. <u>**RESPONSIBILITIES OF CONSULTANT**</u> of the Agreement is amended as of the effective date of this second Amendment in its entirety to read as follows:

F. Upon notification from the State, Consultant shall complete final design documents for the construction project identified in the PER. Backwash pump design documents shall include only plans and technical specifications for future County-funded construction. The final design documents shall incorporate all applicable environmental mitigation measures.

III. Paragraph A of Section 3. <u>COMPENSATION</u> of the Agreement is amended as of the effective date of this second 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 revised Exhibit B and Exhibit B-1, attached hereto and incorporated herein, in an amount not to exceed \$154,000.00 as described in Exhibit C, attached hereto and incorporated herein.

## IV. **<u>REAFFIRMATION</u>**

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. <u>EFFECTIVE DATE</u>

Unless otherwise provided, this Second 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 Second Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this Second Amendment and to bind the Party on whose behalf his/her execution is made.

## **COUNTY OF SHASTA**

Date:

LES BAUGH, 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** 

3/28/05 By:

David M. Yorton, Jr. Senior Deputy County Counsel

CONSULTANT

PACE Engineering, Inc.
By: Jan Cuite
Print Name: Paul J. Reuter
Title: President
Date: 3-23-18
Tax I.D. #: 94-2436391
RCE#: CS6676

RCE#:

**RISK MANAGEMENT APPROVAL** 

By: James Johnson

Risk Management Analyst III

By: Print Name: THOMAS W. WARNOCK Title: PRINCIPAL ENGINEER 3-23-18 Date:

5008 RCE#:



### Exhibit B

#### 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	<b>\$178</b>
Associate Engineer	E4	\$159
Staff Engineer/Grade 3	E3	\$143
Staff Engineer/Grade 2	E2	\$134
Staff Engineer/Grade 1	E1	<u>\$122</u>
Engineering Technician 4	T4	\$134
Engineering Technician 3	Т3	\$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	<b>\$</b> 75
Admin. Clerk II	AD2	\$66
Admin. Clerk I	AD1	\$59

EXPENSES Meals and Lodging: Vehicle Transportation:

Express Mail/Federal Express: Outside Services & Fees: Computers, Plotters and Electronic **Distance Measuring Instruments:** 

At cost (out-of-town and overnight work only) Included in hourly rates, unless specifically indicated otherwise in Agreement. Hourly labor rates are applicable during travel to and from job site. At cost

At cost plus 10% administrative fee

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 B-1 for hourly rates on prevailing wage projects.

M: Waster Documents/Rate Sheets/2018 Std-chrg Exhibit A.docx

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### Exhibit B-1

#### STANDARD CHARGES FOR PREVAILING WAGE PROFESSIONAL SERVICES Effective through December 31, 2018

LABOR CLASSIFICATION	HOURLY RATE
Prevailing Wage Group 2 - Construction Observer	\$174
Prevailing Wage Group 2 - Construction Observer (O/T)	\$204
Prevailing Wage Group 2 - Construction Observer (Double-Time)	\$235
Prevailing Wage One-man Survey Crew	\$268
Prevailing Wage Two-man Survey Crew	\$369
Prevailing Wage Two-man Survey Crew (O/T)	\$436
Prevailing Wage Two-man Survey Crew (2x O/T)	\$502
Prevailing Wage Three-man Survey Crew	\$488
Prevailing Wage Three-man Survey Crew (O/T)	\$575

EXPENSES Meals and Lodging: Vehicle Transportation:

Express Mail/Federal Express:

At cost (out-of-town and overnight work only) Included in hourly rates, unless specifically indicated otherwise in Agreement. Hourly labor rates are applicable during travel to and from job site. At cost

At cost plus 10% administrative fee

Outside Services & Fees: 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.

M: Waster Documents Rate Sheets 2018 Std-chrg PW - PRELIM.docr

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#### 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	\$1,500
Leak Detection and Reporting	\$40,000
Environmental Documentation	\$42,336
Design	\$70,164
Total	\$154,000