

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

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

RECITALS

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 ("Keswick") (the "Original Agreement"); and

WHEREAS, Water Agency and Consultant desire to amend the responsibilities of Consultant, increase the maximum amount of compensation payable to Consultant by \$992, and increase the term of the Agreement to end on March 30, 2018;

NOW, THEREFORE, the Agreement is amended as follows:

I. Subsections A.10 and A.12 of Section 1 of the Agreement entitled RESPONSIBILITIES OF CONSULTANT are amended to read as follows:

A.10 Prepare draft Preliminary Report ("PR") following Drinking Water State Revolving Fund ("DWSRF") format and issue a copy in Portable Document Format ("PDF") to Water Agency for distribution to DWSRF and State Water Resources Control Board Division of Drinking Water ("DDR").

A.12 Prepare final PR and issue final copy to Water Agency in PDF.

II. Subsections A.14 is added to Section 1 of the Agreement entitled RESPONSIBILITIES OF CONSULTANT to read as follows:

A.14 Assist the Water Agency in preparation of a DWSRF Planning Assistance application.

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

Section 3. COMPENSATION

Effective June 28, 2016, Consultant shall be paid on a time and materials basis according to the rates described in Exhibit A, attached and incorporated herein, for the services described in this agreement. In no event shall the maximum amount payable under this agreement exceed \$40,800.

IV. 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 June 28, 2016, and shall end on March 30, 2018.

V. REAFFIRMATION

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

VI. 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.

VIII. EFFECTIVE DATE

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

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, County and Consultant have executed this First 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: _____

DAVID A. KEHOE, CHAIRMAN
Board of Directors
Shasta County Water Agency
State of California

ATTEST:


LAWRENCE G. LEES
Clerk of the Board
Shasta County Water Agency

By: _____
Deputy

Approved as to form:


RUBIN E. CRUSE, JR
County Counsel

RISK MANAGEMENT APPROVAL

By: 
David M. Yorton, Jr. *James Ross*
Senior Deputy County Counsel
ASSESSOR

By:  01/13/17
Jim Johnson
Risk Management Analyst II

CONSULTANT
PACE ENGINEERING, INC.

By: 
Print Name: Paul J. Reuter
Title: Managing Engineer / President
Date: 1-13-17
Tax I.D.#: 94-2436391


By: 
Print Name: THOMAS W. WARLOCK
Title: PRINCIPAL ENGINEER / VP
Date: 1-12-17
Contractor's License #: 45008



Exhibit A

STANDARD CHARGES FOR PROFESSIONAL SERVICES
Effective through December 31, 2017

LABOR CLASSIFICATION		HOURLY RATE
Senior Engineering Consultant	E8	\$199
Managing Engineer	E7	\$199
Principal Engineer	E6	\$187
Senior Engineer	E5	\$172
Associate Engineer	E4	\$154
Staff Engineer/Grade 3	E3	\$138
Staff Engineer/Grade 2	E2	\$130
Staff Engineer/Grade 1	E1	\$118
Engineering Technician 4	T4	\$130
Engineering Technician 3	T3	\$117
Engineering Technician 2	T2	\$105
Engineering Technician 1	T1	\$91
One-Man Survey Crew	SC1	\$219
Two-Man Survey Crew	SC2	\$279
Two-Man Survey Crew (O/T)	SC2x	\$331
Three-Man Survey Crew	SC3	\$344
Survey Supervisor	SS1	\$161
Licensed Land Surveyor	LS1	\$145
Admin. Clerk III	AD3	\$72
Admin. Clerk II	AD2	\$64
Admin. Clerk I	AD1	\$57

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\2017 Std-chrg Exhibit A.docx

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