



SHASTA COUNTY

Water Agency

1450 Court Street, Suite 308B
Redding, California 96001-1673
(530) 225-5557
(800) 479-8009
(530) 225-5189 FAX

Supervisor Joe Chimenti, District 1
Supervisor Leonard Moty, District 2
Supervisor Mary Rickert, District 3
Supervisor Steve Morgan, District 4
Supervisor Les Baugh, District 5

AGENDA

REGULAR MEETING OF THE WATER AGENCY

Tuesday, July 16, 2019

9:00 AM or as soon thereafter as may be heard

The Water Agency welcomes you to its meetings which are scheduled for Tuesdays at 9:00 a.m. in the Board of Supervisors Chambers on the second floor of the Shasta County Administration Center, 1450 Court Street, Suite 263, Redding, California. Your interest is encouraged and appreciated.

The agenda is divided into two sections: CONSENT CALENDAR: These matters include routine financial and administrative actions and are usually approved by a single majority vote. REGULAR CALENDAR: These items include significant financial, policy, and administrative actions and are classified by program areas. The regular calendar also includes "Scheduled Hearings," which are noticed hearings and public hearings, and any items not on the consent calendar.

TO ADDRESS THE BOARD : Members of the public may directly address the Water Agency on any agenda item on the regular calendar before or during the Board's consideration of the item. In addition, the Water Agency provides the members of the public with a Public Comment-Open Time period, where the public may address the Board on any agenda item on the consent calendar before the Board's consideration of the items on the consent calendar and may address the Board on any matter not listed on the agenda that is within the subject matter jurisdiction of the Water Agency. Pursuant to the Brown Act (Govt. Code section 54950, et seq.), **Board action or discussion cannot be taken** on non-agenda matters, but the Board may briefly respond to statements or questions and, if deemed necessary, refer the subject matter to the appropriate department for follow-up and/or to schedule the matter on a subsequent Board Agenda.

Persons wishing to address the Board are requested to fill out a Speaker Request Form and provide it to the Clerk before the meeting begins. Speaker Request Forms are available at the following locations: (1) online at http://www.co.shasta.ca.us/BOS/docs/Request_to_talk.pdf, (2) from the Clerk of the Board on the third floor of 1450 Court Street, Suite 308B, Redding, and (3) in the back of the Board of Supervisors Chambers. If you have documents to present for the members of the Water Agency to review, please provide a minimum of ten copies. When addressing the Board, please approach the rostrum, and after receiving recognition from the Chairman, give your name and comments. Each speaker is allocated three minutes to speak. **Comments should be limited to matters within the subject matter jurisdiction of the Board.**

The Shasta County Board of Supervisors does not receive any additional compensation or stipend for acting as the Shasta County Water Agency.

CALL TO ORDER

PUBLIC COMMENT PERIOD - OPEN TIME

During the Public Comment Open Time period, the public may address the Board on any agenda item on the consent calendar and may address the Board on any matter not listed on the agenda that is within the subject matter jurisdiction of the Water Agency. Persons wishing to address the Board during Public Comment Open Time are requested to fill out a Speaker Request Form and, if you have documents to present to the Water Agency, please provide a minimum of ten copies.

CONSENT CALENDAR

SDC 1 Clerk of the Board

Approve the minutes of the meeting held on June 25, 2019, as submitted.

No General Fund Impact

Simple Majority Vote Required

SDC 2 Public Works

County Service Area No. 2-Sugarloaf

On behalf of County Service Area (CSA) No. 2-Sugarloaf Water, approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with PACE Engineering, Inc. to provide engineering and administrative services for the CSA No. 2-Sugarloaf Water Improvement Project, to increase compensation by \$267,700, for a new total not to exceed \$480,000, and retain the term date of signing through June 1, 2021.

No General Fund Impact

Simple Majority Vote Required

ADJOURN

COMMUNICATIONS received by the Water Agency are on file and available for review in the Clerk of the Board's Office.

The County of Shasta does not discriminate on the basis of disability in admission to, access to, or operation of its buildings, facilities, programs, services, or activities. The County does not discriminate on the basis of disability in its hiring or employment practices. Questions, complaints, or requests for additional information regarding the Americans with Disabilities Act (ADA) may be forwarded to the County's ADA Coordinator: Director of Support Services Angela Davis, County of Shasta, 1450 Court Street, Room 348, Redding, CA 96001-1676, Phone: (530) 225-5515, California Relay Service: (800) 735-2922, Fax: (530) 225-5345, E-mail: adacoordinator@co.shasta.ca.us. Individuals with disabilities who need auxiliary aids and/or services for effective communication in the County's programs and services are invited to make their needs and preferences known to the affected department or the ADA Coordinator. For aids or services needed for effective communication during Water Agency meetings, please call Clerk of the Board (530) 225-5550 two business days before the meeting. This notice is available in accessible alternate formats from the affected department or the ADA Coordinator. Accommodations may include, but are not limited to, interpreters, assistive listening devices, accessible seating, or documentation in an alternate format.

The Water Agency meetings are viewable on Shasta County's website at www.co.shasta.ca.us. Public records which relate to any of the matters on this agenda (except Closed Session items), and which have been distributed

to the members of the Board, are available for public inspection at the office of the Clerk of the Board of Supervisors, 1450 Court Street, Suite 308B, Redding, CA 96001-1673. This document and other Water Agency documents are available online at www.co.shasta.ca.us.

REPORT TO SHASTA WATER AGENCY

BOARD MEETING DATE: July 16, 2019

CATEGORY: CONSENT CALENDAR-1.

SUBJECT:

N/A

DEPARTMENT: Clerk of the Board

Supervisory District No. : All

DEPARTMENT CONTACT: Kristin Gulling-Smith, Administrative Board Clerk, (530) 225-5550

STAFF REPORT APPROVED BY: Mary Williams, Chief Deputy Clerk of the Board, (530) 225-5550

Vote Required?	General Fund Impact?
Simple Majority Vote Required	No General Fund Impact

RECOMMENDATION

Approve the minutes of the meeting held on June 25, 2019, as submitted.

SUMMARY

N/A

DISCUSSION

N/A

ALTERNATIVES

N/A

OTHER AGENCY INVOLVEMENT

N/A

FINANCING

N/A

ATTACHMENTS:

Description

Upload Date

Description

Draft 6/25/19 WA Minutes

7/10/2019

Draft
6/25/19
WA
Minutes

SHASTA COUNTY WATER AGENCY

Tuesday, June 25, 2019

REGULAR MEETING

MINUTES

9:09 a.m.: Chairman Moty called the meeting of the Shasta County Water Agency to order on the above date with the following present:

Present: Supervisors Chimenti, Moty, Rickert, Morgan, and Baugh

Staff: County Executive Officer Larry Lees, County Counsel Rubin E. Cruse, Jr., Administrative Board Clerk Kristin Gulling-Smith, and Administrative Board Clerk John Sitka.

PUBLIC COMMENT PERIOD - OPEN TIME

There were no comments from members of the public.

CONSENT CALENDAR

By motion made, seconded (Rickert/Morgan), and unanimously carried, the Shasta County Water Agency took the following actions, which were listed on the Consent Calendar:

Approved the minutes of the meeting held on June 4, 2019, as submitted. (Clerk of the Board)

REGULAR CALENDAR

FISCAL YEAR 2019-20 BUDGET
WATER AGENCY RESOLUTION NO. 2019-01

County Chief Financial Officer Terri Howat presented the staff report, noting a correction to be made on the header of the resolution, and recommended approval.

Tuesday, June 25, 2019

2

By motion made, seconded (Rickert/Baugh), and unanimously carried, the Water Agency Board of Directors adopted Water Agency Resolution No. 2019-01 as amended, which, effective June 25, 2019, adopts the Fiscal Year 2019-20 Budget.

(See Water Agency Resolution Book)

9:11 a.m.: The Shasta County Water Agency adjourned.

Chairman

ATTEST:

LAWRENCE G. LEES
Clerk of the Shasta County Water Agency

By _____
Deputy

REPORT TO SHASTA WATER AGENCY

BOARD MEETING DATE: July 16, 2019

CATEGORY: CONSENT CALENDAR-2.

SUBJECT:

CSA No. 2-Sugarloaf-Water – Engineering Services

DEPARTMENT: Water Agency

Supervisory District No. : 4

DEPARTMENT CONTACT: Pat Minturn, Chief Engineer, (530) 225-5661

STAFF REPORT APPROVED BY: Pat Minturn, Chief Engineer

Vote Required?	General Fund Impact?
Simple Majority Vote Required	No General Fund Impact

RECOMMENDATION

On behalf of County Service Area (CSA) No. 2-Sugarloaf Water, approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with PACE Engineering, Inc. to provide engineering and administrative services for the CSA No. 2-Sugarloaf Water Improvement Project, to increase compensation by \$267,700, for a new total not to exceed \$480,000, and retain the term date of signing through June 1, 2021.

SUMMARY

An amendment is proposed to an agreement with PACE Engineering, Inc. for CSA No. 2-Sugarloaf Water.

DISCUSSION

County Service Area (CSA) No. 2-Sugarloaf Water serves 47 customers near Lakehead. On June 28, 2016, the Water Agency entered into an agreement with PACE for engineering and administrative services. U.S. Department of Agriculture funding was sought to improve the CSA water system. On January 24, 2017, the PACE agreement was amended to pursue a Drinking Water State Revolving Fund (DWSRF) grant for a test well and compensation was increased by \$992. DWSRF subsequently provided a \$500,000 grant. On February 28, 2018, the PACE agreement was amended to drill a test well and compensation was increased by \$171,500. Additional work is proposed to put the well into production. PACE will also study and design improvements to address existing deficiencies elsewhere in the system.

ALTERNATIVES

The Board may decline to approve the proposed amendment. The well would remain an empty casing. Distribution system leaks are widespread.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the amendment as to form. Risk Management has reviewed and approved the amendment. The County Administrative Office has reviewed this recommendation.

FINANCING

The ultimate project may entail up to \$2,400,000 in improvements. Adequate funds are included in the Adopted FY 2019/20 Water Agency budget for proposed consultant work. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
PACE PSA - 3rd Amendment	7/11/2019	PACE PSA - 3rd Amendment

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

This Third 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 on June 28, 2016, 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") ("Original Agreement"); and

WHEREAS, the Original Agreement was amended on January 24, 2017, to pursue a Drinking Water State Revolving Fund ("DWSRF") grant, increase compensation by \$992 (maximum amount payable not to exceed \$40,800), and extend the schedule to March 30, 2018 ("First Amendment"); and

WHEREAS, the First Amendment was amended on February 28, 2018, to design and construct a test well and prepare a technical memo describing test well results, increase compensation by \$171,500 (maximum amount payable not to exceed \$212,300), and extend the term of the Agreement to end June 1, 2021 ("Second Amendment"); and

WHEREAS, Water Agency and Consultant desire to further amend the responsibilities of Consultant at the new rates set forth in Exhibit A-2 and Exhibit B, attached and incorporated herein; and to increase the amount of compensation payable to Consultant by \$267,700 for a new total not to exceed \$480,000 ("Third Amendment"); and

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

NOW, THEREFORE, the Agreement is amended as follows:

I. Subsections A.19 through A.23 are added to Section 1 of the Agreement entitled RESPONSIBILITIES OF CONSULTANT to read as follows:

- A.19 Provide specifications and obtain submersible pump for additional well testing.
- A.20 Coordinate additional well testing and reporting with the State Water Resources Control Board Division of Drinking Water and other interested agencies. Complete a Multi-Agency Project Report.
- A.21 Prepare drawings and specifications suitable for County in-house use for connecting well to existing system.

- A.22 Prepare Environmental Document for construction, Geotechnical Report for tank construction, and perform surveying necessary for preparation of 90% drawings, specifications and contract documents described in section A.22.
- A.23 Prepare 90% drawings, specifications, and contract documents suitable for public bidding for constructing tank and distribution system improvements.

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

Section 3. COMPENSATION

Consultant shall be paid on a time and materials basis according to the rates set forth in Exhibit A-2 and Exhibit B, attached and incorporated herein, for the services described in this Agreement. In no event shall the maximum amount payable under this Agreement exceed \$480,000.

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

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 as of the date it has been signed by both Parties and shall end on June 1, 2021.

V. REAFFIRMATION

In all other respects, the Agreement, as amended, any attachments or exhibits, 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 Third Amendment shall be deemed effective as of the date it is signed by both parties.

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date: _____

LEONARD MOTY, CHAIRMAN
Board of Directors
Shasta County Water Agency
State of California

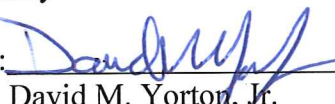
ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors


By: _____
Deputy

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel

By:  7/2/19
David M. Yorton, Jr.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  07/03/19
James Johnson
Risk Management Analyst III

CONSULTANT
PACE ENGINEERING, INC.

By: 

Print Name: Paul Reuter

Title: Managing Engineer/President

RCE 56876

Date: 6-27-19

Tax I.D. #: 94-2436391

By: 

Print Name: Thomas W. Warnock

Title: Principal Engineer/Vice President

RCE 45008

Date: 6-27-19

Contractor's License #: NA



Exhibit A-2

STANDARD CHARGES FOR PROFESSIONAL SERVICES

Effective through December 31, 2019

LABOR CLASSIFICATION		HOURLY RATE
Senior Engineering Consultant	E8	\$214
Managing Engineer	E7	\$214
Principal Engineer	E6	\$201
Senior Engineer	E5	\$186
Associate Engineer	E4	\$166
Staff Engineer/Grade 3	E3	\$149
Staff Engineer/Grade 2	E2	\$140
Staff Engineer/Grade 1	E1	\$127
Engineering Technician 4	T4	\$140
Engineering Technician 3	T3	\$126
Engineering Technician 2	T2	\$114
Engineering Technician 1	T1	\$98
One-Man Survey Crew	SC1	\$236
Two-Man Survey Crew	SC2	\$300
Two-Man Survey Crew (O/T)	SC2x	\$355
Three-Man Survey Crew	SC3	\$370
Survey Supervisor	SS1	\$173
Licensed Land Surveyor	LS1	\$156
Admin. Clerk III	AD3	\$78
Admin. Clerk II	AD2	\$69
Admin. Clerk I	AD1	\$62

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.



Exhibit B

STANDARD CHARGES FOR PREVAILING WAGE PROFESSIONAL SERVICES

Effective through December 31, 2019

LABOR CLASSIFICATION	HOURLY RATE
Prevailing Wage Group 2 - Construction Observer	\$181
Prevailing Wage Group 2 - Construction Observer (O/T)	\$213
Prevailing Wage Group 2 - Construction Observer (Double-Time)	\$245
Prevailing Wage One-man Survey Crew	\$279
Prevailing Wage Two-man Survey Crew	\$384
Prevailing Wage Two-man Survey Crew (O/T)	\$454
Prevailing Wage Two-man Survey Crew (2x O/T)	\$523
Prevailing Wage Three-man Survey Crew	\$508
Prevailing Wage Three-man Survey Crew (O/T)	\$598

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.