

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND PACE ENGINEERING, INC.
FOR ON-CALL TECHNICAL SUPPORT FOR COUNTY SERVICE AREAS**

This Third 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 May 20, 2021, to provide for on-call technical support for County Service Areas (the “Original Agreement”); and

WHEREAS, the Agreement was amended on May 31, 2022, to increase the amount of compensation payable to Consultant by \$50,000 for a new total not to exceed of \$100,000, and to set forth new standard and prevailing wage charges for professional services (the “First Amendment”); and

WHEREAS, the Agreement was amended May 30, 2023, to set forth new standard and prevailing wage charges for professional services, and to extend the term of the Agreement to end September 30, 2024 (the “Second Amendment”); and

WHEREAS, County and Consultant desire to increase the amount of compensation payable to the Consultant by \$75,000 for a new total not to exceed amount of \$175,000, allow the Public Works Director to approve annual rate increases up to 3% per year, and adopt new standard and prevailing wage charges for professional services (the “Third Amendment”); and

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

NOW, THEREFORE, the Agreement is amended as follows:

- I. Section 3 COMPENSATION of the Agreement is amended in its entirety as of the effective date of this Third Amendment to read as follows:

Section 3. COMPENSATION.

- A. Consultant shall be compensated on a time and materials basis. Consultant shall submit invoices for the services described in Section 1 of this agreement, in accordance with schedules of standard charges provided in Exhibit B.2 and B-1.2, attached hereto and incorporated into this agreement., which Consultant may update annually beginning January 1, 2025, provided that no individual rate may increase more than 3% in any given year. Each such annual rate update shall be agreed to in writing by the Public Works Director in accordance with Section 7.B of this agreement.
- B. In no event shall Consultant be paid in excess of \$175,000 for all services rendered pursuant to this agreement.
- C. Consultant’s violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

II. Paragraph B of Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICE of the Agreement is amended in its entirety as of the effective date of this Third Amendment to read as follows:

B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, and rate increases up to 3% per year, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and Public Works Director, provided that the amendment is in substantially the same format as the County’s standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).

III. Exhibit B.1, “Standard Charges for Professional Services,” of the Agreement is replaced in its entirety effective as of January 1, 2024, by Exhibit B.2, “Standard Charges for Professional Services,” which is attached to this Third Amendment and incorporated herein by reference. Exhibit A shall remain in effect for all matters occurring prior to the effective date of the First Amendment. Exhibit B shall remain in effect for all matters occurring during the period from the effective date of the First Amendment until the effective date of the Second Amendment. Exhibit B.1 shall remain in effect for all matters occurring during the period between the effective date of the Second Amendment and January 1, 2024.

IV. Exhibit B-1.1, “Standard Charges for Prevailing Wage Professional Services,” of the Agreement is replaced in its entirety effective as of January 1, 2024, by Exhibit B-1.2, “Standard Charges for Professional Services,” which is attached to this Third Amendment and incorporated herein by reference. Exhibit A-1 shall remain in effect for all matters occurring prior to the effective date of the First Amendment. Exhibit B-1 shall remain in effect for all matters occurring during the period from the effective date of the First Amendment until the effective date of the Second Amendment. Exhibit B-1.1 shall remain in effect for all matters occurring during the period between the effective date of the Second Amendment and January 1, 2024.

VIII. **REAFFIRMATION**

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

IX. **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.

X. **EFFECTIVE DATE**

Unless otherwise provided, this Third Amendment shall be deemed effective as of September 18, 2023.

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 they have the authority to execute this Third Amendment and to bind the Party on whose behalf their execution is made.

COUNTY OF SHASTA

Date: _____

PATRICK JONES, CHAIR
Board of Supervisors
County of Shasta
State of California

ATTEST:

DAVID J. RICKERT
Clerk of the Board of Supervisors

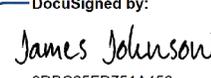
By: _____
Deputy

Approved as to form:

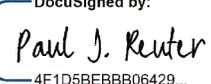
GRETCHEN M. STUHR
Interim County Counsel

RISK MANAGEMENT APPROVAL

By:  11/27/2023 | 7:47 AM PST
Alan Cox
Senior Deputy County Counsel

By:  11/21/2023 | 12:46 PM PST
James Johnson
Risk Management Analyst III

CONSULTANT
PACE ENGINEERING, INC.

By:  _____
Paul J. Reuter

By:  _____
Laurie McCollum

Print Name: Paul J. Reuter

Print Name: Laurie McCollum

Title: Managing Engineer/President

Title: Principal Engineer/Vice President

Date: 11/21/2023 | 11:04 AM PST

Date: 11/21/2023 | 11:27 AM PST

Tax I.D. #: 94-2436391

EXHIBIT B.2
STANDARD CHARGES FOR PROFESSIONAL SERVICES

LABOR CLASSIFICATION	BILLING CLASS	HOURLY RATE
Senior Engineering Consultant	E8	\$263
Managing Engineer	E7	\$263
Principal Engineer/Surveyor	E6/LS6	\$248
Senior Engineer/Surveyor	E5/LS5	\$228
Associate Engineer/Surveyor	E4/LS4	\$204
Staff Engineer/Surveyor - Grade 3	E3/LS3	\$184
Staff Engineer/Surveyor - Grade 2	E2/LS2	\$173
Staff Engineer/Surveyor - Grade 1	E1/LS1	\$157
Technician 4	T4	\$173
Technician 3	T3	\$156
Technician 2	T2	\$141
Technician 1	T1	\$123
One-Man Survey Crew	SC1	\$289
Two-Man Survey Crew	SC2	\$367
Two-Man Survey Crew (O/T)	SC2x	\$434
Three-Man Survey Crew	SC3	\$453
Admin. Clerk 3	AD3	\$97
Admin. Clerk 2	AD2	\$86
Admin. Clerk 1	AD1	\$79

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 and Fees:	At cost plus 10% administrative fee.
Computers, Plotters, and Electronic Distance Measuring Instruments:	Included in hourly rate.

Refer to Exhibit B-1.2 for hourly rates on prevailing wage projects.

EXHIBIT B-1.2
STANDARD CHARGES FOR PREVAILING WAGE PROFESSIONAL SERVICES

LABOR CLASSIFICATION	HOURLY RATE
Prevailing Wage Group 2 - Construction Observer	\$222
Prevailing Wage Group 2 - Construction Observer (O/T)	\$262
Prevailing Wage Group 2 - Construction Observer (Double-Time)	\$301
Prevailing Wage One-Man Survey Crew	\$341
Prevailing Wage Two-Man Survey Crew	\$469
Prevailing Wage Two-Man Survey Crew (O/T)	\$555
Prevailing Wage Two-Man Survey Crew (2x O/T)	\$639
Prevailing Wage Three-Man Survey Crew	\$620
Prevailing Wage Three-Man Survey Crew (O/T)	\$730

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 and Fees:	At cost plus 10% administrative fee.
Computers, Plotters, and Electronic Distance Measuring Instruments:	Included in hourly rate.