

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND PACE ENGINEERING, INC. FOR
ENGINEERING AND CONSTRUCTION ADMINISTRATIVE SERVICES
FOR THE CSA #17 – COTTONWOOD
COLLECTION SYSTEM IMPROVEMENT PROJECT**

This First 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 August 11, 2020, for engineering and construction administrative services for a wastewater collection system improvement project for County Service Area (CSA) No. 17-Cottonwood (the “Original Agreement”); and

WHEREAS, County and Consultant desire to amend the responsibilities of Consultant to include additional design and bidding services, CEQA-related mitigation monitoring, and equipment startup services; increase the amount of compensation payable to Consultant by \$631,000 for a new total not to exceed amount of \$1,309,600; adopt new standard charges for professional services and prevailing wage professional services; extend the term of the Agreement to end June 30, 2025; and add a counterparts/electronic signature clause (the “First Amendment”); and

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

NOW, THEREFORE, the Agreement is amended as follows:

- I. Attachment A “Scope of Services,” of the Agreement is replaced in its entirety by Attachment A.1, “Scope of Services,” which is attached to this First Amendment and incorporated herein by reference.
- II. Exhibit A, “Engineering Fee Schedule,” of the Agreement is replaced in its entirety by Exhibit A.1, “Engineering Fee Schedule,” which is attached to this First Amendment and incorporated herein by reference.
- III. Exhibit B, “Standard Charges for Professional Services,” of the Agreement is replaced in its entirety effective as of January 1, 2024 by Exhibit B.1, “Standard Charges for Professional Services,” which is attached to this First Amendment and incorporated herein by reference. Exhibit B shall remain in effect for all matters occurring prior to January 1, 2024.
- IV. Exhibit B-1 of the Agreement is replaced in its entirety effective as of January 1, 2024 by Exhibit B-1.1, “Standard Charges for Prevailing Wage Professional Services,” which is

attached to this First Amendment and incorporated herein by reference. Exhibit B-1 shall remain in effect for all matters occurring prior to January 1, 2024.

- V. Paragraph A of Section 3 COMPENSATION of the Agreement is amended in its entirety to read as follows:

Section 3. COMPENSATION.

- A. Consultant shall be paid \$1,309,600 for the services described in this agreement.

- VI. Section 5 TERM OF AGREEMENT of the Agreement is amended in its entirety to read as follows:

Section 5. TERM OF AGREEMENT.

- A. This agreement shall commence as of the last date it has been signed by both Parties and shall end June 30, 2025.
- B. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

- VII. Add Section 30, "COUNTERPARTS/ELECTRONIC, FACIMILE, AND PDF SIGNATURES," as of the effective date of this First Amendment to read as follows:

Section 30. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES.

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it

to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

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 First Amendment shall be deemed effective as August 11, 2023.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that they have the authority to execute this First 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

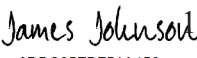
By: _____
Deputy

Approved as to form:

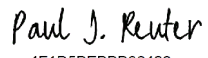
GRETCHEN M. STUHR
Interim County Counsel


By:  11/20/2023 | 8:11 PM PST
Ala 9CBA0F4332224BB...
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  11/17/2023 | 3:07 PM PST
Jam 0DBC25FD751A456...
Risk Management Analyst III

CONSULTANT
PACE ENGINEERING, INC.

By:  _____
4F1D5BEBB06429...
Print Name: Paul J. Reuter
Title: Managing Engineer/President
Date: 11/17/2023 | 1:43 PM PST
Tax I.D. #: 94-2436391

By:  _____
002093770C6E4B2...
Print Name: Laurie McCollum
Title: Principal Engineer/Vice President
Date: 11/17/2023 | 1:50 PM PST

ATTACHMENT A.1

SCOPE OF SERVICES

Shasta County (County) Service Area No. 17 (CSA 17) Cottonwood Collection System Improvement Project Engineering Design and Construction Services

Consultant shall perform all design and engineering services for the Cottonwood Collection System Improvement Project and the related Enhanced Compliance Action (ECA) Project. Consultant shall complete the following Scope of Services:

Phase 100 – Design

At key stages during the design including, but not limited to, completion of draft and final plans, specifications, and cost estimates, Consultant will coordinate with County staff to ensure all parties are in accordance with the design and costs. Comments will be incorporated, and changes made as necessary. Consultant will also coordinate with Clean Water State Revolving Fund (CWSRF) and the Central Valley Regional Water Quality Control Boards (CVRWQCB) upon completion of 90% plans and specifications and incorporate all comments received from the funding and regulatory agencies into final Construction Documents suitable for public bidding. Consultant will perform mid-design revisions related to easement acquisition difficulties and grant funding changes and the delays associated with these items, and changes necessitated by the need to bid the project twice.

Phase 200 – Construction Contract Administration Phase

200a – Services During Bidding

The construction bid package will meet all requirements of the County, funding, and regulatory agencies. Consultant will assist the County in obtaining all permits and easements necessary for completion of the project.

Consultant will assist the County with bidding and award of the project. This will include conducting a pre-bid job walk, responding to bidder technical questions, and issuing addenda as needed.

Consultant will assist the County in examining bids ensuring bids meet project qualifications and Disadvantaged Business Enterprises Good Faith Efforts. Consultant will assist in determining the lowest, responsive, responsible bidder to recommend to CWSRF and the County for award of the Construction Contract. Consultant will request additional information and attend subsequent coordination meetings as needed to make this determination.

The preceding bidding services shall be performed twice – once during the initial project bid and once during the subsequent project rebid.

Phase 200b – Services During Construction

Consultant will oversee construction management and construction observation of the project. This will include but not be limited to the following: review of material submittals to ensure they meet project specifications and CWSRF American Iron and Steel Requirements; conduct a

ATTACHMENT A.1

SCOPE OF SERVICES

preconstruction meeting; complete on-site construction observation and materials testing; monitor environmental mitigation measures associated with construction practices; complete field reports; prepare pay estimates; provide change order oversight; prepare Record Drawings; and complete a final report of construction completion acceptable to CWSRF.

Consultant will subcontract with ENPLAN for completion of an amendment to the environmental document to add the scope of the ECA Project to the CWSRF-funded project. ENPLAN will also assist with adherence to construction and monitoring mitigation measures identified in the Initial Study/Mitigated Negative Declaration and amendment on an as-needed basis throughout project construction. This will include required Native American monitoring and coordination. Costs for this work are included in the attached fee. Note the costs included herein are those anticipated to meet the required mitigation measures. These include five trips to accommodate required Bird Surveys and 45 days for Native American monitoring. Should significant construction delays occur, cultural materials be discovered during construction, or additional Bird Surveys be needed, additional costs beyond those included herein will be required.

CWSRF requires a labor compliance program be adopted and enforced in accordance with California Labor Compliance Code. Consultant will complete the prevailing wage monitoring portion of the projects for the Owner. Costs for this effort are included in the attached fee.

CWSRF funding administration during construction is required as part of this project. Consultant will complete status reports and submit them to the County on a quarterly basis until construction begins, at which time it will be on a monthly basis concurrent with contractor pay estimates. The County will submit all disbursement requests to CWSRF.

Phase 200c – Resident Project Representative

The attached fee includes costs for one full-time resident project representative to provide construction observation for the duration of the project, from start of construction through final acceptance testing.

Phase 200d – Instrumentation Configuration and Startup

Consultant will configure and test all new instrumentation after installation. Consultant will also assist County operators during startup of new equipment to ensure as smooth of a transition as possible.

Consultant will provide the Scope of Services included in attached Exhibit A.1 – Engineering Fee Schedule for a not-to-exceed engineering fee of \$1,309,600 on a time-and-expense basis. Please find Exhibits B.1 and B-1.1 for Standard Charges for Professional Services and Standard Charges for Prevailing Wage Professional Services, respectively.

EXHIBIT A.1

ENGINEERING FEE SCHEDULE

WORK TASK	DESCRIPTION	T. Warnock QA/QC	L. McCallum Project Mgr	Project Engr	Structural Engr	Electrical Engr	Staff Engr	J. Lenaker Survey Mgr	Survey (Prev Wage)	Construction Observation (Prev Wage)	Office Staff	Category Subtotal
Workdays												
PHASE 100	DESIGN											Cost¹
100a.	Site visit, project management, and design meetings	2.0	2.0	4.0	1.0	4.0	2.0	2.0				\$ 28,136
100b.	Topographic mapping						2.0	2.0	3.0			\$ 17,432
100c.	Easement and permit acquisition			2.0			2.0	4.0				\$ 13,520
100d.	Prepare 50% construction plans, contract specifications, and preliminary cost estimate	2.0	10.0	20.0	4.0	10.0	14.0				1.0	\$ 100,448
100e.	Prepare 90% construction plans, contract specifications, and preliminary cost estimate	1.0	6.0	10.0	2.0	6.0	8.0				0.5	\$ 56,400
100f.	Prepare final construction plans, contract specifications, and cost estimate	4.0	10.0	20.0	10.0	12.0	18.0				3.0	\$ 125,584
	Phase 100 - Design Subtotal:	9.0	28.0	56.0	17.0	32.0	46.0	6.0	3.0	0.0	4.5	\$ 338,500
	Phase 110 - ECA Project Design:	0.5	0.5	1.5			2.5					\$ 7,600
PHASE 200	CONSTRUCTION CONTRACT ADMINISTRATION											
200a.	Services During Bidding											
200a1.	Assist County with advertisement of the project		2.0	2.0			2.0					\$ 7,008
200a2.	Conduct pre-bid job walk		2.0	2.0			2.0					\$ 9,680
200a3.	Answer questions during bidding	2.0	4.0	6.0	2.0	2.0						\$ 28,400
200a4.	Issue addendums	2.0	2.0	4.0							2.0	\$ 15,520
200a5.	Review bids and recommend award to apparent low bidder		4.0	4.0							2.0	\$ 15,520
	Phase 200a - Services During Bidding Subtotal:	4.0	14.0	18.0	2.0	2.0	2.0	0.0	0.0	0.0	4.0	\$ 76,100
200b.	Services During Construction											
200b1.	Conduct pre-construction meeting		1.0	1.0			2.0					\$ 6,176
200b2.	Issue submittal checklist			1.0			2.0					\$ 4,256
200b3.	Review submittals	4.0	8.0	16.0	6.0	10.0	12.0					\$ 84,224
200b4.	Coordinate construction survey and staking							2.0	3.0			\$ 14,760
200b5.	Respond to Contractor's requests for information during construction	4.0	12.0	20.0	6.0	10.0	10.0					\$ 105,588
200b6.	Review Contractor's monthly pay estimates		4.0	10.0								\$ 23,520
200b7.	Provide change order oversight	2.0	10.0	24.0	8.0	12.0	12.0					\$ 114,272
200b8.	Provide construction environmental mitigation monitoring and coordination			0.5						0.5		\$ 1,662
200b9.	Complete status reports and final report to County for submission to CWSRF	1.0	4.0	4.0			4.0				3.0	\$ 23,536
200b10.	Provide prevailing wage monitoring		2.0	4.0			8.0				3.0	\$ 23,120
200b11.	Prepare Record Drawings		1.0	2.0	1.0	1.0	4.0					\$ 14,120
200b12.	Prepare Notice of Completion			0.5			0.5					\$ 1,460
	Phase 200b - Services During Construction Subtotal:	11.0	42.0	83.0	21.0	33.0	54.5	2.0	3.0	0.5	6.0	\$ 426,700
	Phase 210b - ECA Project Services During Construction:	0.5	0.5	2.0			2.0				0.5	\$ 7,200
200c.	Resident Project Representative											
200c1.	Provide construction observation									145.0		\$ 249,400
200c2.	Prepare construction observation field reports									45.0		\$ 77,400
200c3.	Review monthly pay requests									4.0		\$ 6,880
	Phase 200c - Resident Project Representative Subtotal:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	194.0	0.0	\$ 333,700
200d.	Instrumentation Configuration and Startup											
200d1.	Instrumentation Configuration	1.0	1.0			8.0						\$ 19,200
200d2.	Startup	1.0	4.0	6.0							2.0	\$ 20,608
	Phase 200d - Instrumentation Configuration and Startup Subtotal:	2.0	5.0	6.0	0.0	8.0	0.0	0.0	0.0	0.0	2.0	\$ 39,800
	Phase 200 - Construction Contract Administration Subtotal:	17.0	61.5	109.0	23.0	43.0	58.5	2.0	3.0	194.5	12.5	\$ 883,500
	TOTAL PERSON-DAYS:	26.5	90.0	166.5	40.0	75.0	107.0	8.0	6.0	194.5	17.0	\$ 1,229,600
	LABOR COST PER DAY:	\$ 1,920	\$ 1,920	\$ 1,884	\$ 1,768	\$ 1,920	\$ 1,920	\$ 1,336	\$ 3,640	\$ 1,720	\$ 762	
	LABOR COST PER CLASSIFICATION:	\$ 50,880	\$ 172,800	\$ 263,736	\$ 70,720	\$ 144,000	\$ 142,962	\$ 15,360	\$ 21,840	\$ 334,540	\$ 12,784	
ENVIRONMENTAL SERVICES BY ENPLAN												\$ 80,000
TOTAL ENGINEERING SERVICES COST												\$ 1,309,600

EXHIBIT B.1

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-1.1 for hourly rates on prevailing wage projects.

EXHIBIT B-1.1**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.