FIFTH ADDENDUM TO CONTRACT FOR SERVICES BY INDEPENDENT CONTRACTOR

THIS FIFTH ADDENDUM is to that Contract for Services entered into on May 18, 2021 and as amended by the First Addendum on January 6, 2022; by the Second Addendum on July 19, 2022; by the Third Addendum on May 17, 2023; and by the Fourth Addendum on October 17, 2023, between the County of Siskiyou ("County") and PACE Engineering, Inc. ("Contractor") and is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

WHEREAS, the parties desire to extend the term of the Contract; and

WHEREAS, the cost of services to be provided under the Contract is expected to exceed the amount provided in the Contract; and

WHEREAS, the parties desire to increase the amount of compensation payable under the Contract.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 1.01 of the Contract for Services shall be amended to extend the term of the Contract through June 30, 2025.

Paragraph 4.01 of the Contract, Compensation, shall be amended to add an additional Forty Thousand Dollars and No/100 cents (\$40,000), to increase the compensation payable under the Contract to an amount not to exceed One Hundred Fifty Thousand Dollars and No/100 cents (\$150,000.000).

All other terms and conditions of the Contract shall remain in full force and effect.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, County and Contractor have executed this Fourth addendum on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date:_____

MICHAEL N. KOBSEFF, CHAIR Board of Supervisors County of Siskiyou State of California

ATTEST: LAURA BYNUM Clerk, Board of Supervisors

By: ______ Deputy CONTRACTOR: <u>Pace Engineering, Inc.</u> Date: 5/17/2024 Seth Petrie, P.E.; Principal Engineer

Paul J. Reuter, P.E.; President/Managing Engineer

License No.: C72333/C56876

(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. <u>94-2436391</u>

ACCOUNTING: Fund 2103 Organization 301010 Fund 1001 Organization 110030

Account 723000 Account 723000 NTE \$45,000.00 NTE \$105,000.00

Encumbrance number (if applicable): E2200561

If not to exceed, include amount not to exceed: \$150,000.00

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

| ACORD [®] C | ERTIF | ICATE OF LIA | | URANC | E [| | (MM/DD/YYYY) |
|---|----------------------------------|---|--------------------------------------|----------------------------|---|-------------------|-----------------|
| | | | | _ | | /3/2024 | |
| THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. | | | | | | | |
| IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subject this certificate does not confer rights t | to the te | rms and conditions of th | e policy, certain po | olicies may r | | | |
| PRODUCER | o the cer | | CONTACT | | | | |
| AssuredPartners Design Professionals | s Insuran | ce Services, LLC | | | FAX (A/C, No) | | |
| 3697 Mt. Diablo Blvd., Suite 230 | | | ADDRESS: CertsDes | | | | |
| Lafayette CA 94549 | | | | | | | NIA10 # |
| | | | | | | | NAIC # 11000 |
| INSURED | | License#: 6003745 PACEENGIN2 | INSURER B : Arch Ins | | | | 11150 |
| PACE Engineering, Inc. | | | INSURER C : HARTFO | | | | 38288 |
| 5155 Venture Parkway Redding CA 96002 | | | INSURER D : | | | | 00200 |
| Redding OA 50002 | | | INSURER E : | | | | |
| | | | INSURER F : | | | | |
| COVERAGES CER | TIFICAT | E NUMBER: 338220814 | INJUKER F. | | REVISION NUMBER: | | |
| THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RI CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH | GOF INSU EQUIREME PERTAIN, | RANCE LISTED BELOW HAY NT, TERM OR CONDITION THE INSURANCE AFFORD | OF ANY CONTRACT ED BY THE POLICIE | OR OTHER D | DOCUMENT WITH RESPE | CT TO | WHICH THIS |
| INSR LTR TYPE OF INSURANCE | ADDL SUBF | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMI | тѕ | |
| A X COMMERCIAL GENERAL LIABILITY | Y Y | 84SBWBF5258 | 8/3/2023 | 8/3/2024 | EACH OCCURRENCE | \$ 1,000 | ,000 |
| CLAIMS-MADE X OCCUR | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000 | ,000 |
| | | | | | MED EXP (Any one person) | \$ 10,00 | 0 |
| | | | | | PERSONAL & ADV INJURY | \$ 1,000 | ,000 |
| GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | GENERAL AGGREGATE | \$ 2,000 | ,000 |
| POLICY X PRO- JECT LOC | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000 | ,000 |
| OTHER: | | | | | | \$ | |
| AUTOMOBILE LIABILITY | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ | |
| ANY AUTO | | | | | BODILY INJURY (Per person) | \$ | |
| OWNED SCHEDULED AUTOS ONLY AUTOS HIRED NON-OWNED | | | | | BODILY INJURY (Per accident) PROPERTY DAMAGE | , . | |
| AUTOS ONLY AUTOS ONLY | | | | | (Per accident) | \$ | |
| | Y Y | 0.400\\\\DE5050 | 0/0/0000 | 0/0/0004 | | \$ | |
| | | 84SBWBF5258 | 8/3/2023 | 8/3/2024 | EACH OCCURRENCE | \$ 10,00 | |
| CLAIMS-MADE | | | | | AGGREGATE | \$ 10,00 | 0,000 |
| DED X RETENTION \$ 10,000 | Y | 84WEGAD6GVL | 8/3/2023 | 8/3/2024 | X PER OTH- STATUTE ER | \$ | |
| AND EMPLOYERS' LIABILITY Y / N | | 04WEGADOGVL | 0/3/2023 | 0/3/2024 | | . 1 000 | |
| ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | N / A | | | | E.L. EACH ACCIDENT | \$ 1,000 | |
| (Mandatory in NH) | | | | | E.L. DISEASE - EA EMPLOYER | | |
| DÉSCRIPTION OF OPERATIONS below B Professional Liability | | PAAEP0143002 | 8/3/2023 | 8/3/2024 | E.L. DISEASE - POLICY LIMIT \$2,000,000 | \$ 1,000 Per C | |
| | | | 0/0/2020 | 0/0/2024 | \$2,000,000 | | al Aggregate |
| U DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC Project #2684.02 - Municipal Engineering S | | D 101, Additional Remarks Schedu | le, may be attached if mor | e space is require | ed) | | |
| CERTIFICATE HOLDER | | | CANCELLATION | 30 Day Notice | e of Cancellation | | |
| SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | | | | | | | |
| Authorized Representative Authorized Representative Image: State of the sta | | | | | | | |
| | | | © 19 | 88-2015 AC | ORD CORPORATION. | All rig | nts reserved |

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FOURTH ADDENDUM TO CONTRACT FOR SERVICES BY INDEPENDENT CONTRACTOR

THIS FOURTH ADDENDUM is to that Contract for Services entered into on May 18, 2021 and as amended on January 6, 2022 by and as amended on July 19, 2022 and as amended on May 17, 2023 between the County of Siskiyou ("County") and Pace Engineering, Inc. ("Contractor") and is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

WHEREAS, the cost of services to be provided under the Contract is expected to exceed the amount provided in the Contract; and

WHEREAS, the parties desire to increase the amount of compensation payable under the Contract.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 1.01 of the Contract for Services shall be amended to extend the term of the Contract through June 30, 2024.

Paragraph 4.01 of the Contract, Compensation, shall be amended to add an additional Forty Thousand Dollars (\$40,000), to increase the compensation payable under the Contract to an amount not to exceed One Hundred, Ten Thousand Dollars (\$110,000.000).

All other terms and conditions of the Contract shall remain in full force and effect.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, County and Contractor have executed this Fourth addendum on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

| Date: 10/17/2023 | ED-VALUAULA ED-VALENZUELA, CHAIR Board of Supervisors County of Siskiyou State of California |
|---|--|
| ATTEST: LAURA BYNUM Clerk, Board of Supervisors By: <u>Wundy Winningham</u> DeputysAD1A5444 | |
| Date: $\frac{10/5/2023}{10/5/2023}$ | CONTRACTOR: <u>Pace Engineering, Inc.</u> |
| | Paul J. Reuter, P.E.; President/Managing Engineer |

License No.: C72333/C56876

(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. <u>94-2436391</u>

| ACCOUNTIN | IG: | |
|-----------|---------------------|--------------------------------|
| Fund 2103 | Organization 301010 | Account 723000 NTE \$45,000.00 |
| Fund 1001 | Organization 110030 | Account 723000 NTE \$65,000.00 |

Encumbrance number (if applicable): E2200561

If not to exceed, include amount not to exceed: \$110,000.00

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

THIRD ADDENDUM TO CONTRACT FOR SERVICES BY INDEPENDENT CONTRACTOR

THIS THIRD ADDENDUM is to that Contract for Services entered into on May 18, 2021 and as amended on January 6, 2022, and as amended on July 19, 2022 by and between the County of Siskiyou ("County") and Pace Engineering, Inc. ("Contractor") and is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

WHEREAS, the Contract expired on December 31, 2022 and services continued to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract;

WHEREAS, the cost of services to be provided under the Contract is expected to exceed the amount provided in the Contract; and

WHEREAS, the parties desire to increase the amount of compensation payable under the Contract.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 1.01 of the Contract for Services shall be amended to extend the term of the Contract through June 30, 2024.

Paragraph 4.01 of the Contract, Compensation, shall be amended to add an additional Fifteen Thousand Dollars (\$15,000.00), to increase the compensation payable under the Contract to an amount not to exceed Seventy Thousand Dollars (70,000.00).

All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this Third addendum on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

DocuSigned by: 5/17/2023 michel Date: ED-VALEANZULELA. CHAIR **Board of Supervisors** County of Siskiyou State of California ATTEST: LAURA BYNUM Clerk, Board of Supervisors DocuSigned by: (Din in in Bv: CONTRACTOR: Pace Engineering, Inc. DocuSigned by: Date: 5/1/2023 Seth Petrie, P.E.; Principal Engineer ocuSigned by: Date:5/1/2023 Paul J. Renter Paul J. Reuter, P.E.; President/Managing Engineer

License No.: C72333/C56876

(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. <u>94-2436391</u>

ACCOUNTING: Fund 2103 Organization 301010 Account 723000 NTE \$45,000.00 Fund 1001 Organization 110030 Account 723000 NTE \$25,000.00

Encumbrance number (if applicable): E2200561

If not to exceed, include amount not to exceed: \$70,000.00

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

SECOND ADDENDUM TO CONTRACT FOR SERVICES BY INDEPENDENT CONTRACTOR

THIS SECOND ADDENDUM is to that Contract for Services entered into on <u>May 1, 2021</u> and as amended on December 8, 2021 by and between the County of Siskiyou ("County") and Pace Engineering, Inc. ("Contractor") and is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

WHEREAS, the Contract expired on June 30, 2022 and services continued to

be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract;

WHEREAS, the cost of services to be provided under the Contract is expected to exceed the amount provided in the Contract; and

WHEREAS, the parties desire to increase the amount of compensation payable under the Contract.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 1.01 of the Contract for Services shall be amended to extend the term of the Contract through December 31, 2022.

Paragraph 3.01 of the Scope of Services shall be amended on July 1, 2022 to replace the Fee Schedule on Pages 17 & 18 in Exhibit 1 and the Fee Schedule labeled Exhibit 1A & 1B with the fee schedule effective through December 31, 2022 labeled Exhibit 1C & 1D.

Paragraph 4.01 of the Contract, Compensation, shall be amended to add an additional Ten Thousand Dollars (\$10,000.00), to increase the compensation payable under the Contract to an amount not to exceed Fifty-Five Thousand Dollars (\$55,000.00).

All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this Second addendum on the dates set forth 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.

| Date: | BRANDONSA. CRISS, CHAIR Board of Supervisors County of Siskiyou State of California |
|---|---|
| ATTEST: LAURA BYNUM Clerk, Board of Supervisors By: <u>Wurdy Winningham</u> Deptet 1/145444 | |
| Date: | CONTRAGTOR: <u>Pace Engineering, Inc.</u> Sethe fetrie |
| Date: | Paul J. Reuter, P.E.; Principal Engineer Paul Kutur Paul J. Reuter, P.E.; President/Managing |
| Note to Contractor: For corporations, the contract the chairman of the board, president or vice-president | Engineer oviding for the registration of contractors) must be signed by two officers. The first signature must be that of lent; the second signature must be that of the secretary, assistant rer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.) |
| TAXPAYER I.D. <u>94-2436391</u> | |
| ACCOUNTING: Fund 2103 Organization 301010 Fund 1001 Organization 110030 | Account 723000 NTE \$45,000.00 Account 723000 NTE \$10,000.00 |

COUNTY OF SISKIYOU

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed: Fifty-Five Thousand Dollars (\$55,000.00)

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

E2100497

1st ADDENDUM TO CONTRACT FOR SERVICES BY INDEPENDENT CONTRACTOR

THIS 1st ADDENDUM is to that Contract for Services entered into on <u>May 18, 2021</u> by and between the County of Siskiyou ("County") and Pace Engineering, Inc. ("Contractor") and is entered into on the date signed by all parties to it.

WHEREAS, the First Addendum to the Contract expires on November 30, 2021 and services continued to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 1.01 of the Contract for Services shall be amended to extend the term of the contract through June 30, 2022.

Paragraph 3.01 of the Scope of Services shall be amended on January 1, 2022 to replace the Fee Schedule on Pages 17 and 18 in Exhibit 1 with the fee schedule effective through June 30, 2022 labeled Exhibit 1A and 1B.

All other terms and conditions of the Contract for Services shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this 1st Addendum on the dates set forth 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.

Date:____

Date:___

<u>CQNTRAC</u>TOR: <u>Pace Engineering</u>, Inc.

Paul J. Renter

Patul^D5ERBeuter, P.E.; President/Managing Engingerd by:

Fred Lucero

Fred Lucero, P.E.; P.L.S.; Chief Financial Officer/Principal Engineer

License No.: C56876/C50298

(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. <u>94-2436391</u>

COUNTY OF SISKIYOU Ingela Davis 1/6/2022 Angela Davis, County Administrator (Date)

APPROVED AS TO LEGAL FORM:

Dana Barton 12/8/2021

Edward J. Kiernan, County Counsel (Date)

APPROVED AS TO ACCOUNTING FORM: Fund 2103 Org 301010 Account 723000 Activity Code (if applicable)

If not to exceed, include amount not to exceed: \$45,000.00

Encumbrance number (if applicable): E2100497

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

Annemarie Zediker 1/5/2022 Jennie Ebejer, Auditor-Controller (Date)

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COUNTY OF SISKIYOU CONTRACT FOR SERVICES

5/18/2021

This Contract made this _____ day of _____ 2021, between:

COUNTY: Siskiyou County Public Works Post Office Box 1127 Yreka, California 96097 (530) 842-8250

and

CONTRACTOR: Pace Engineering, Inc. 1730 South Street Redding, California 96001 (530) 244-0202

ARTICLE 1. TERM OF CONTRACT

1.01 Contract Term: This Contract shall become effective May 1, 2021 and shall terminate on November 30, 2021, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.



2.01 <u>Independent Contractor</u>: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

ARTICLE 3. SERVICES

3.01 <u>Scope of Services</u>: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit "1" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with County and the results of the work shall be monitored by Angela Davis (or his or her designee).

3.02 <u>Method of Performing Services</u>: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right

to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

3.03 <u>Employment of Assistants</u>: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

ARTICLE 4. COMPENSATION

- **4.01** <u>Compensation</u>: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit "1", the not to exceed amount of Forty-five Thousand Dollars and No/100 cents (\$45,000.00) for the term of the Contract.
- **4.02** <u>Invoices</u>: Contractor shall submit detailed invoices for all services being rendered.
- **4.03** <u>Date for Payment of Compensation</u>: County shall pay within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.
- 4.04 <u>Expenses</u>: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- **5.01** <u>Contractor Qualifications</u>: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.
- **5.02** <u>Contract Management</u>: Contractor shall report to Angela Davis (or his or her designee) who will review the activities and performance of the Contractor and administer this Contract.
- **5.03** <u>Tools and Instrumentalities</u>: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.
- **5.04** <u>Workers' Compensation</u>: Contractor shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through worker's compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is

provided.

- 5.05 Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.06 General Liability and Automobile Insurance: During the term of this Contract Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the County, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as many otherwise be acceptable to County. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to County. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.
- 5.07 <u>Certificate of Insurance and Endorsements:</u> Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 above and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. Naming the County as a "Certificate Holder" or other similar language is <u>NOT</u> sufficient satisfaction of the requirement. Prior to commencement of performance of services by contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that contractor has in effect the

insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to County.

- **5.08** Public Employees Retirement System (CaIPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CaIPERS) to be eligible for enrollment in CaIPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CaIPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for membership in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.
- **5.09** <u>IRS/FTB Indemnity Assignment</u>: Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments.
- **5.10** <u>Professional Liability</u>: If Contractor or any of its officers, agents, employees, volunteers, contractors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of this Contract a professional liability insurance policy with a minimum coverage level of One Million and No/100 Dollars (\$1,000,000.00), or as determined in writing by County's Risk Management Department.
- **5.11** <u>State and Federal Taxes</u>: As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:
 - a. County will not withhold FICA (Social Security) from Contractor's payments;
 - b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
 - c. County will not withhold state or federal income tax from payment to Contractor;
 - d. County will not make disability insurance contributions on behalf of Contractor;
 - e. County will not obtain workers' compensation insurance on behalf of Contractor.
- **5.12** <u>Records:</u> All reports and other materials collected or produced by the contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the

Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.

- **5.13** <u>Contractor's Books and Records:</u> Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.
- **5.14** <u>Assignability of Contract:</u> It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.
- **5.15** <u>Warranty of Contractor</u>: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.
- **5.16** <u>Withholding for Non-Resident Contractor</u>: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding. Withholding is required if the total yearly payments made under this contract exceed \$1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

5.17 <u>Compliance with Child, Family and Spousal Support Reporting Obligations</u>: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract.

Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.

- **5.18** <u>Conflict of Interest</u>: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this Contract is an officer or employee of County.
- **5.19** <u>Compliance with Applicable Laws</u>: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.
- **5.20** <u>Bankruptcy</u>: Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

ARTICLE 6. OBLIGATIONS OF COUNTY

6.01 <u>Cooperation of County</u>: County agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

ARTICLE 7. TERMINATION

- **7.01** <u>Termination on Occurrence of Stated Events</u>: This Contract shall terminate automatically on the occurrence of any of the following events:
 - 1. Bankruptcy or insolvency of Contractor;
 - 2. Death of Contractor.
- **7.02** <u>Termination by County for Default of Contractor</u>: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.
- **7.03** <u>Termination for Convenience of County:</u> County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

7.04 <u>Termination of Funding:</u> County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

ARTICLE 8. GENERAL PROVISIONS

- **8.01** <u>Notices</u>: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.
- 8.02 Entire Agreement of the Parties: This Contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contracts, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.
- **8.03** <u>Partial Invalidity</u>: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04 <u>Attorney's Fees</u>: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled.
- 8.05 <u>Conformance to Applicable Laws:</u> Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.
- **8.06** <u>Waiver:</u> In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.

- **8.07** <u>Governing Law:</u> This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.
- **8.08** <u>Reduction of Consideration</u>: Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this Contract, County shall give Contractor notice of the amount of any off-set and the reason for the deduction.
- 8.09 <u>Negotiated Contract</u>: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.
- 8.10 <u>Time is of the Essence</u>: Time is of the essence in the performance of this Contract.
- **8.11** <u>Materiality</u>: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- **8.12** <u>Authority and Capacity</u>: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this contract.
- 8.13 <u>Binding on Successors</u>: All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this Contract.
- 8.14 <u>Cumulation of Remedies</u>: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
- 8.15 <u>No Reliance On Representations</u>: Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or

believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth 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.

Date: 5/18/2021

COUNTY OF SISKIYOU

DocuSigned by:

Ray U. Haupt

RAY A. HAUPT, CHAIR Board of Supervisors County of Siskiyou State of California

4/19/21 Date:

Date:

CONTRACTOR: Pace Engineering, Inc.

Paul J. Reuter, P.E.; President/Managing Engineer

Fred Lucero, P.E.; P.L.S.; Chief Financial Officer/Principal Engineer

License No.: <u>C56876/C50298</u> (Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. <u>94-2436391</u>

Accounting: Fund 2103 Org 301010 Account 723000

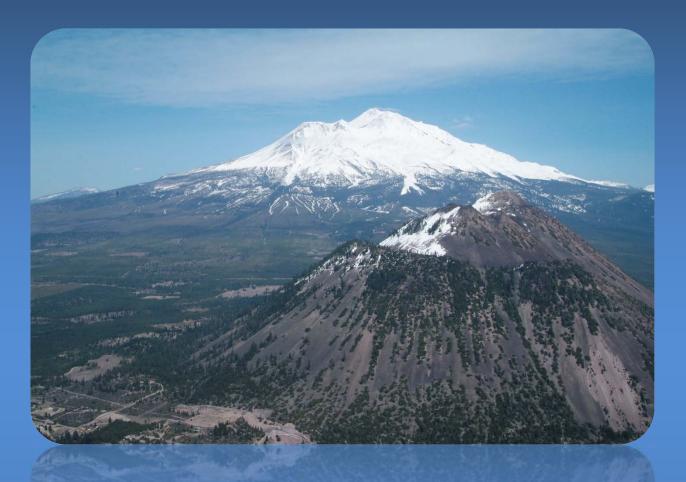
Activity Code (if applicable)

If not to exceed, include amount not to exceed: \$45,000.00

DocuSign Envelope ID: 96F9D069-EC63-4B9D-90FF-3AF015CCDC01

PROPOSAL FOR MUNICIPAL ENGINEERING SERVICES Prepared for the Siskiyou County Department of Public Works





PACE ENGINEERING

Exhibit 1

1730 SOUTH STREET • REDDING, CALIFORNIA 96001 • (530) 244-0202 • PACEENGINEERING.US



Complete engineering services with attention to individual client needs

SS

March 19, 2021

Siskiyou County Department of Public Works P.O. Box 1127 Yreka, CA 96097

Subject: Proposal for Municipal Engineering Services

PACE Engineering, Inc. (PACE) is pleased to submit our Proposal for your consideration to provide Municipal Engineering Services for Siskiyou County. We have an outstanding track record of providing similar services to several cities in Siskiyou County. Our depth of experience, breadth of services, local expertise, and exceptional customer care differentiate PACE from other firms; we offer the best of a large firm with the personal touch of a small firm.

PACE is qualified to provide engineering and surveying services for the following types of municipal facilities and operations:

- Civil, electrical, mechanical, water/wastewater, and structural engineering
- Storm drainage modelling, collection, retention, and MS4
- Arterial, collector, and local streets
- Municipal parks and recreation areas
- Buildings and remodeling
- Project funding acquisition
- Bid/Contract documents preparation
- Land surveying, aerial mapping, 3D scanning, drone surveys, and GIS
- Construction inspection and contract administration
- Domestic water, including modelling distribution, pumping, supply, and treatment
- Sanitary sewer, including modelling collection, pumping, treatment, and disposal
- Municipal engineering services

Over the last 45 years, our firm has consistently demonstrated our ability to manage complicated projects from a wide range of funding sources. As a testament to our work, most of our clients have performed more than one project with us, and for a majority of the municipalities we work with, we have more than a 20-year relationship. We have performed engineering services for some of our clients, consistently, for over 40 years. Our cutting-edge employee-ownership program keeps our best employees engaged year after year and ensures that all are vested in delivering excellent solutions.

Please contact us at (530) 244-0202 if we can assist you in any way.

Sincerely,

Paul J. Reuter, P.E. Managing Engineer

Fred Lucero, P.E., L.S. Principal Engineer

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EXHIBIT A: RESUMES

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PACE AT A GLANCE

PACE Engineering, Inc. (PACE) was established in 1976 to provide engineering and surveying services in northern California. We are a multi-discipline civil engineering firm located in Redding, California specializing in water and wastewater facilities, street design, land development, structural, surveying and mapping, municipal engineering, and other aspects of civil engineering projects. Our team also includes electrical engineers with extensive electrical, control, and telemetry system design experience, as well as mechanical engineers specializing in building HVAC and plumbing. Our broad range of services allows us to meet most of the needs of our municipal clients. We currently provide City Engineer services to the Cities of Weed, Dunsmuir, Mt. Shasta, and Yreka. As a firm, PACE has extensive experience in providing the personnel and services needed to complete major public works projects from the planning stage through construction and operation.



Currently, 57 employees, including 17 licensed civil engineers, 4 licensed electrical engineers, 1 licensed mechanical engineer, and 4 licensed land surveyors, make up our professional team. Four of our civil engineers are also licensed structural engineers. We offer a full range of services including master planning and feasibility studies; rate studies; preliminary design studies; project funding procurement; final design including construction plans, specification preparation, and estimating; SWPPPs; contract administration; and construction services. Our depth of experience, breadth of services, project funding experience, and exceptional customer care differentiate PACE from other firms; we offer the best of a large firm with the personal touch of a small firm.

Every project presents unique challenges pertaining to the proper balance between client desires and expectations, available funding, and satisfaction of regulatory requirements. PACE prides itself on our ability to work with all parties involved to deliver a project that meets all of these expectations. It starts with proactive project management and effective communication between parties. Our project managers are trained to lead this communication effort from project inception through final construction.



Principal Stockholders:

Paul J. Reuter, President and Managing Engineer Fred A. Lucero, Secretary/CFO Robert F. Harp, Vice President Thomas W. Warnock, Vice President Anthony A. Bowser, Vice President

Staff Stockholders:

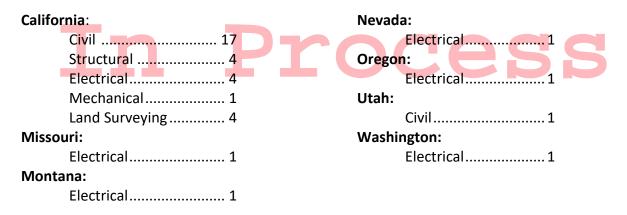
Calvin Abshier, Bryan Barnes, Rick Bowser, Jessica Chandler, Ben Ewing, Phil Gowan, Garett Hattenhauer, Wesley Inman, Troy Jones, Eli Jurisich, Keith Krantz, Karalee Layton, Jesse Lenaker, Eric Marshall, Grant Maxwell, Laurie McCollum, Vojto Mudron, Curtis Paget, Seth Petrie, Ignacio Sanchez, Shawn Wade, and Steve Wilson

Firm Established: April 15, 1976.

Number of Full-Time Employees:

57 total (22 licensed engineers, 10 staff engineers, 7 administrative, and 18 technical)

Professional Registrations:



Educational Degrees:

B.S. Engineering 25 M.S. Engineering 6 B.S. Geomatics 1

Professional Services Annual Dollar Volume: Approximately \$12,000,000.



CIVIL ENGINEERING

PACE's civil design team offers diversified capabilities to suit the needs of both public and private clients. Our experience in land development, which includes design of streets, utilities, grading plans, and storm drain facilities, enables our team to provide exceptional design services for a variety of projects. The team has completed dozens of projects, from overseeing subdivisions to grading and utility plans for public and private developments.





PACE's civil design team includes four engineers managed by Fred Lucero, Principal Engineer.

Grading and utility plan examples include the Plumas County, Tehama County, and Shasta County Administration Buildings, Redding Bank of Commerce, The Vistas Assisted Living, Good News Rescue Mission, Shasta College, North Cottonwood School, Dollar General stores, and multiple other commercial office developments.

The team's experience with public as well as private clients provides a well-rounded perspective for the process of land development, which affords a healthy interface between our City clients and their private cliental.







LAND SURVEYING



PACE's survey department is responsible for property surveys and the preparation of legal descriptions for hundreds of rights-ofway and easements for road and utility projects. PACE teams provide survey supervision and coordination for control surveys, property boundary surveys, aerial mapping, topographic surveys, construction staking, and ALTA title surveys. PACE's widely respected survey department is led by Jesse Lenaker, L.S.

Our survey crews are equipped with the latest in "total station" technology, including two robotic total stations. Additionally, PACE is one of the few firms in northern California that owns and operates a GNSS continually operating GPS base station. We are the northernmost member of the California Survey and Drafting Supply's CSDS RTN. This GPS system provides significant cost savings for control surveys and topographic surveys in open areas.



Several years ago, PACE added 3D laser scanning to the long list of surveying services we provide. Now PACE is offering aerial mapping with drones. Mapping with drones provides an efficient method for supplementing our field surveys with up-to-date aerial imagery and the ability to



capture large amounts of data in relatively short periods of time. Drone surveys are ideal for providing incremental surveys to monitor construction progress or provide volumetric calculations for stockpiles or other masses.



CONSTRUCTION OBSERVATION

PACE provides construction observation for many of our municipal projects. Our construction observers have experience covering a broad range of public works projects including grading, paving, concrete placement, and utilities inspection. The construction observer reports the

contractor's daily work and compliance with the contract documents to the Engineer. Construction observation services include:

- Soil compaction testing using ASTM, AASHTO, USBR, and Caltrans procedures
- Quality control observations during earthwork operations
- In situ soil moisture and density determination
- Quality control observations for foundation excavations



PACE has two nuclear density gauges. All construction observers are certified nuclear gauge operators, which eliminates the need for separate compaction testing personnel.

CONTRACT ADMINISTRATION

As a full-service engineering firm, PACE offers end-to-end project management. For most projects, our involvement begins at the planning stage; we provide expert Feasibility Studies, Project Reports, and Preliminary Engineering Reports. We typically continue as project managers through the environmental review stage, design, contract administration, and services during construction. For most of the public works projects PACE designs, we also review the material submittals for compliance with the contract documents, review pay estimates, prepare change orders, and answer the contractor's questions during construction. In effect, we are a liaison between the contractor and the client to check for compliance with the plans and contract documents.

Representative projects include:

- City of Dunsmuir Wastewater Collection and Treatment Improvements; Sacramento Ave./Siskiyou Ave. Improvements
- City of Weed South Weed Well; Bel Air Tank Replacement; Boles Fire Rehab
- Bella Vista Water District Wintu Pump Station and WTP Expansion
- Rio Alto Water District Wastewater Treatment Plant and Constructed Wetlands
- City of Williams Water System Improvements; CDBG Water and Sewer
- City of Mt. Shasta Interceptor Sewer Replacement; Pavement/Sidewalk Management System
- City of Lakeport Water and Wastewater Improvement; Oxidation Ponds Sludge Removal
- Burney Water District 4.0 MG Reservoir Project
- City of Yreka Wastewater Treatment and Collection System Improvements
- Quincy CSD Wastewater Collection System Improvements



STRUCTURAL ENGINEERING

PACE has four engineers providing structural engineering full time. They have a broad range of design experience ranging from retaining walls to multi-story buildings and bridges.



DESIGN CAPABILITIES

BRIDGES

- Steel
- Concrete
- Timber
- Falsework Design

WATER AND WASTEWATER FACILITIES

- Tanks •
- **Basins**
- Filters

CONSTRUCTION INSPECTION AND TESTING

- Masonry, Concrete, Steel, and Wood •
- **Quality Control Observation**
- Paint and Coating Application •
- Roofing

COMPUTER ANALYSIS

- Cold-Formed Steel Design
- Two- and Three-Dimensional Truss • and Frame Analysis
- Computer Aided Drafting

BUILDING DESIGN

- Commercial
- Industrial
- Institutional
- Residential



FOUNDATIONS

Pre-Fabricated Metal Buildings ٠





ELECTRICAL ENGINEERING

PACE has experience in a wide range of electrical engineering responsibilities and continues to expand capabilities to keep up with changing technology. Our range of electrical design projects includes water/wastewater facilities, industrial facilities, schools, healthcare facilities, commercial office buildings, commercial retail spaces, and sports field lighting.





Some of our specialty design projects consist of wireless SCADA and custom control systems for water/wastewater facilities, standby power systems consisting of generators and/or solar photovoltaic systems, and 12kV power distribution systems.

In order to meet project demands, PACE's Electrical Engineering Department is capable of performing all of the following various tasks:

- Electrical Power Distribution and Controls
- Medium Voltage Power Distribution and Controls
- Automated Control System Design and Implementation
- SCADA/PLC Programming and Configuration
- Radio Telemetry
- Standby Generation Facilities
- Photovoltaic (PV) System Design and Analysis
- Protective Device Studies and Arc Flash Hazard Analysis
- Lighting System Design/Photometric Analysis
- Fire Alarm Design
- Conformance to CA Energy Code, OSHPD, and DSA Standards
- Conformance to LEED Certification Standards
- Experience with the latest versions of AutoCAD and Revit

PACE's Electrical Engineering Department is dedicated to meeting the needs of our clients. The goal for each project is to deliver a thorough and complete design within schedule that meets or exceeds expectations without compromising our integrity.



MECHANICAL ENGINEERING

PACE offers a wide variety of mechanical engineering services. We continue to grow with the goal of staying ahead of changing regulations and new innovative technologies. Our primary services include design of heating, ventilation, air conditioning, plumbing, and fire suppression systems. Additional services include evaluation and remediation reports for existing problematic systems, scope development, funding study reports, evaluation of system options, energy analysis, and building management control systems.



Our Mechanical Engineers have experience with a wide range of project types including:

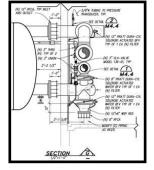
- Small to Large Office Buildings
- Medical Office Buildings
- Acute Care Hospitals
- Government Buildings
- Chemical and Biological Laboratories
- School Buildings
- University Facilities and Campus-Wide Systems
- Automotive Maintenance Shops
- Light Industrial
- Wastewater Treatment Facilities
- IT Server Rooms
- Central Chilled Water, Heating Water, and Steam Boiler Utility Plants
- Conformance to Title 24 Energy Codes and LEED Certification Standards
- Experience with the Latest Versions of AutoCAD and Revit



WATER AND WASTEWATER ENGINEERING

PACE prepares water and sewer feasibility studies and master plans throughout northern California. In addition, our engineers design water and wastewater treatment plants, water wells, water booster pump stations, water reservoirs, sewage lift stations, and other related facilities for public agencies. We use InfoWater and InfoSewer by Innovyze for water system hydraulic and sewer system capacity analyses; both programs interface with GIS.







PACE's water and wastewater design team includes nine engineers managed by Paul Reuter, Managing Engineer; five of which have master's degrees in environmental engineering. All have extensive experience managing PACE's water and wastewater projects from early planning stages through final construction, including:

- Pilot Studies
- Particle Count Demonstration Studies
- Master Water & Sewer Plans
- Mixing Zone and Dilution Studies
- Permit Assistance
- Environmental Assistance
- Preliminary Engineering Reports
- Utility Rate Studies
- Sanitary Sewer Management Plans
- Project Funding Assistance
- Watershed Sanitary Surveys
- Water and Sewer Hydraulic Modeling
- Infiltration and Inflow Studies
- Hydraulic Balance Evaluations for Pond Systems

"The members of the Board of Directors of Bella Vista Water District express their sincere appreciation to PACE Engineering and their staff for the outstanding effort put forth on the Wintu Pump Station and Water Treatment Expansion Project, which was completed on schedule and on budget and brought this District into full compliance with the Surface Water Treatment Rule." ~Board of Directors,

Bella Vista Water District

We provide expertise in different local, state, and federal funding sources, which has proven to be a great benefit to our municipal clients. We understand the importance of a thorough and well-thought-out master planning effort for the long-term viability of water and wastewater systems. The scopes of work for master plans are tailored to the client's needs and are often dictated by available monetary resources. We are able to work effectively with clients to prepare a scope of work that best fits their available resources yet provides the necessary technical and financial information to meet expectations.



MUNICIPAL ENGINEERING SERVICES

PACE has provided City Engineer services for the Cities of Weed, Mt. Shasta, Dunsmuir, Yreka, Shasta Lake, and Anderson for various stints over the last 40+ years. Currently, Paul Reuter and Fred Lucero share City Engineer duties for these agencies, with Paul handling all things water and wastewater related and Fred handling everything else. Fred is also a California-licensed Professional Land Surveyor. Typical duties and responsibilities provided to clients working in this capacity are as follows:

- Attend Council/Board Meetings as requested.
- Assist with preparation of staff reports.
- Attend meetings with prospective developers/projects.
- Improvement plan review.
- Interpret City development standards and codes.
- Assist with development of development standards.
- Provide recommendations, cost estimates, schedules for planned City improvement projects.
- Assist City with negotiations with developers on new projects.
- Provide planning, design, and construction engineering services for planned and emergency capital projects.
- Review tentative, parcel, and final maps.
- Fire flow analyses for proposed developments.
- Master planning and feasibility studies.
- Utility rate studies.
- Assist with capital project funding acquisition.

"Hi Paul (Reuter),

Want you to know that I greatly appreciate working with you. You and your firm are very impressive. We are fortunate to have your capabilities and responsiveness. I have had the opportunity to work with a variety of engineering firms and PACE really does top notch work."

~Paul Eckert, City Manager, City of Mt. Shasta



Cess

PROJECT FUNDING EXPERIENCE

Most of PACE's projects are for public agencies with funds provided by the state or federal government. PACE has long-term relationships with:



- **Community Development Block Grants**
- United States Department of Agriculture Rural Development
- California Department of Water Resources
- California Office of Emergency Services
- California Clean Water Grant Program •
- State Revolving Fund (both water and wastewater)
- Caltrans
- Federal Emergency Management Agency •
- California Small Community Grants



- **Economic Development Administration**
- State Transportation Improvement Program
- California Transportation Commission •



It is the policy of PACE Engineering to comply with applicable federal and state regulations and guidelines, which guarantee equal employment opportunity to all applicants and employees without regard to race, creed, color, sex, age, religion, marital status, sexual orientation, national origin, disability, or veteran status. Many of our current and/or past employees are veterans, and/or are racial minorities, and/or are disabled.

AGENCY EXPERIENCE



Clean Water

WATER BOND 2014

Governor's Office of

Since 1976, PACE has had the privilege of providing engineering and surveying services for both public and private clients in northern California. We have served cities, counties, and special districts including:

- City of Anderson •
- City of Dunsmuir
- City of Lakeport
- City of Mt. Shasta
- City of Red Bluff
- City of Redding
- City of Shasta Lake
- City of Weed
- **City of Williams**
- City of Yreka

- Plumas County
- Shasta County

- Siskiyou County
- Tehama County •
- American Valley CSD
- Bella Vista Water District
- **Burney Water District** •
- Cottonwood Water District •
- Fall River CSD •
- Mineral County Water District •
- Mountain Gate CSD •
- Quincy CSD •
- Rio Alto Water District



TECHNICAL

The past 20+ years have seen a tremendous evolution of technology, which has resulted in increased productivity for engineers and surveyors. PACE regularly upgrades computer hardware, software, and training. We upgrade CAD stations every three years, with most stations utilizing the latest processors, memory, and video cards.



Our primary design software is AutoCAD Civil 3D, and we purchase AutoCAD upgrades when they become available. The majority of our engineers are fully proficient with Civil 3D, enabling our teams to lend the powerful design capabilities of this software to our valuable clients. We also utilize Revit on most of our building design projects.

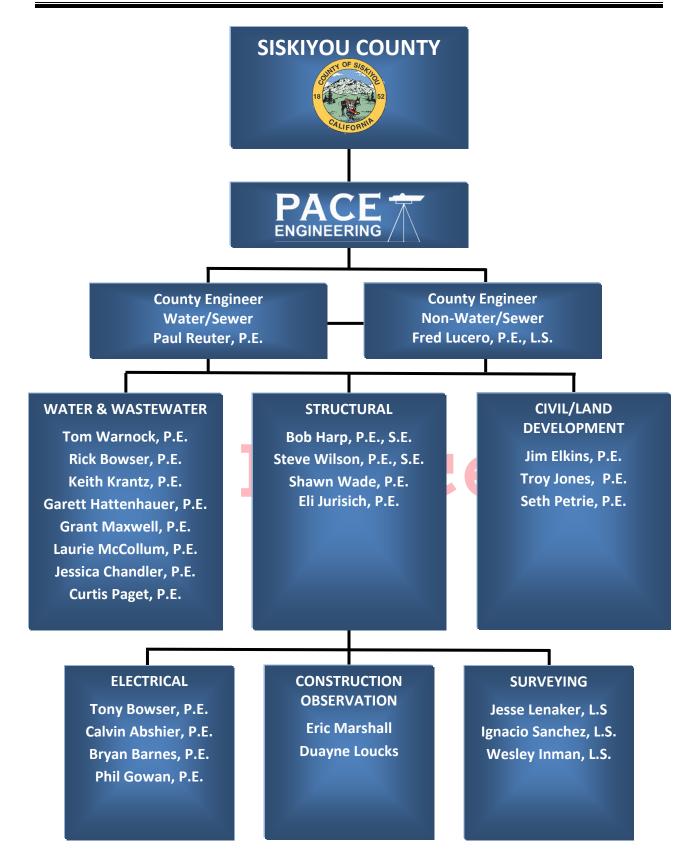
PACE uses InfoWater and InfoSewer by Innovyze for our water system hydraulic analyses and sewer system capacity analyses. Both of these programs interface with AutoCAD based on GIS utility and land use mapping.

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In addition, we use Arcview to take advantage of the rich GIS data available to us for use on our planning projects.







EMPLOYEE EXPERIENCE

PAUL J. REUTER, P.E.

Paul Reuter, Managing Engineer, has 29 years of experience, most of which is on public works projects in northern California. Mr. Reuter has been responsible for and/or assisted in the preparation of numerous feasibility studies and preliminary engineering reports, design, and services during construction for agencies including the Cities of Weed, Dunsmuir, Mt. Shasta, Yreka, Etna, Shasta Lake, and Red Bluff; Siskiyou, Shasta, and Tehama Counties; Centerville, Quincy, Mountain Gate, and Tennant Community Services Districts; and Rolling Hills Mutual Water Company. He is also City Engineer for the Cities of Dunsmuir, Mt. Shasta, Weed, and Yreka. In addition to overall company management duties at PACE, Paul's primary areas of expertise include the planning, financing, design, construction administration, and inspection of public works water and sewer projects.

FRED LUCERO, P.E., L.S.

Fred Lucero is a registered Civil Engineer with 31 years of engineering experience. Fred's entire engineering career has been at PACE, and he is the head of PACE's Land Development Department. As a licensed engineer in California, he has extensive experience managing and designing projects for both public and private projects. His projects have included roadways, subdivisions, public infrastructure, and site development including hydraulic analysis. Fred's City Engineer experience includes reviewing Use Permits and land development projects during the planning phase, checking improvement plans during the design phase, and providing technical support during the construction phase. As a Professional Land Surveyor, Fred also serves as the City Surveyor for multiple cities. His experience includes checking and conditioning tentative map submittals, checking final maps, checking property line adjustments, and other survey-related services.



REFERENCES

As a firm, PACE has extensive experience in providing the personnel and services needed to provide Municipal Engineer services and complete major public works projects from the planning stage through construction and operation. We encourage you to contact some of our current clients with regard to their level of satisfaction with our work.

City of Dunsmuir Todd Juhasz, City Manager (530) 235-4822 x 103

City of Mt. Shasta Bruce Pope, City Manager Rod Bryan, Public Works Director (530) 926-7526

City of Shasta Lake John Duckett, City Manager (530) 275-7400

City of Weed Craig Sharp, Public Works Director (530) 938-5028 City of Yreka Steve Baker, City Administrator Craig Sharp, Public Works Director (530) 938-5028

Centerville Community Services District Chris Muehlbacher, District Manager (530) 246-0680

Mountain Gate Community Services District Jeff Cole, District Manager (530) 275-3002

Shasta County Special Districts Pat Minturn, Director of Public Works

(530) 225-5661





FEES

PACE's hourly rates for standard and prevailing wage charges for professional services are shown on the following pages. The hourly rates include incidental costs such as vehicle operation and maintenance, phone, computers, plotters, surveying equipment, postage, photocopies, plan copies, overhead, and profit. Express mail, overnight lodging, and meals will be billed at the actual cost. PACE shall provide original itemized receipts for all reimbursable expenses.

When PACE provides services subject to payment of California prevailing wages, such as design surveying, construction staking, and construction observation, we must pay our employees prevailing wages, in accordance with state law. As such, our standard fee schedule for prevailing wages includes charge-out rates for those activities. In addition, in accordance with applicable collective bargaining agreements, we must reimburse the employee for out-of-town (per diem) expenses in accordance with agreement provisions.

PACE standard charge-out rates are adjusted annually, at the end of the calendar year, based on consumer price index (CPI) inflation. As indicated below, we would ask that allowance for this be added to the County's Standard Form of Agreement.

In Process



STANDARD CHARGES FOR PROFESSIONAL SERVICES

LABOR CLASSIFICATION **BILLING CLASS** HOURLY RATE Senior Engineering Consultant **E8** \$225 E7 \$225 Managing Engineer **Principal Engineer E6** \$212 **Senior Engineer** E5 \$195 **Associate Engineer** E4 \$175 Staff Engineer/Grade 3 \$157 E3 Staff Engineer/Grade 2 F2 \$147 Staff Engineer/Grade 1 E1 \$134 \$147 **Engineering Technician 4** T4 \$133 **Engineering Technician 3 T3 Engineering Technician 2** T2 \$120 **Engineering Technician 1** T1 \$104 \$247 **One-Man Survey Crew** SC1 SC2 \$315 **Two-Man Survey Crew** Two-Man Survey Crew (O/T) \$372 SC2x SC3 \$388 **Three-Man Survey Crew** SS1 \$182 Survey Supervisor Licensed Land Surveyor LS1 \$164 Admin. Clerk 3 AD3 \$82 \$73 Admin. Clerk 2 AD2 \$66 Admin. Clerk 1 AD1

Effective through December 31, 2021

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 and 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.

Refer to Exhibit A-1 for hourly rates on prevailing wage projects.



STANDARD CHARGES FOR <u>PREVAILING WAGE</u> PROFESSIONAL SERVICES Effective through December 31, 2021

| LABOR CLASSIFICATION | HOURLY RATE | |
|---|-------------|--|
| Prevailing Wage Group 2 - Construction Observer | \$190 | |
| Prevailing Wage Group 2 - Construction Observer (O/T) | \$224 | |
| Prevailing Wage Group 2 - Construction Observer (Double-Time) | \$258 | |
| Prevailing Wage One-Man Survey Crew | \$292 | |
| Prevailing Wage Two-Man Survey Crew | \$402 | |
| Prevailing Wage Two-Man Survey Crew (O/T) | \$476 | |
| Prevailing Wage Two-Man Survey Crew (2x O/T) | \$548 | |
| Prevailing Wage Three-Man Survey Crew | \$532 | |
| Prevailing Wage Three-Man Survey Crew (O/T) | \$626 | |

EXPENSES

Meals and Lodging: Vehicle Transportation:

Express Mail/Federal Express: Outside Services and 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.



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EXHIBIT A



ROLE

Managing Engineer/President

Principal-in-Charge

Project Manager

EDUCATION

MS, Civil Engineering, California State University, Sacramento, 1993

BS, Civil Engineering, University of California, Davis, 1992

PROFESSIONAL REGISTRATIONS

California, Civil Engineer, 1997

MEMBERSHIPS

American Society of Civil Engineers

American Public Works Association

Water Environmental Federation

American Council of Engineering Companies

PAUL J. REUTER Managing Engineer/President

OVERVIEW

Mr. Reuter has been a member of the PACE Engineering team since 1990 and the Managing Engineer since 2008. He is President of the Board of Directors and a principal stockholder. His well-rounded experience in the water and wastewater fields include:

- Project Funding Acquisition
- Water and Sewer System Planning, Design, and Construction Management
- Multi-Disciplinary Design Team Management
- Project Feasibility Studies and Plans Required for State and Federal Funding Programs
- Master Water and Sewer Plans
- Utility Rate Studies and Financing Planning
- City and District Engineering Services

RELEVANT EXPERIENCE

Project Funding Experience

Mr. Reuter has been responsible for or assisted numerous agencies including the Cities of Yreka, Weed, Mt. Shasta, and Dunsmuir; Mountain Gate, Centerville, American Valley, and Tennant Community Services Districts; Rolling Hills Mutual Water Company; and Shasta County Service Area No. 6 in the preparation of engineering reports and/or feasibility studies for project funding through USDA Rural Development, Drinking Water State Revolving Fund, Clean Water State Revolving Fund, Economic Development Agency, Department of Water Resources, Office of Emergency Services, and Community Development Block Grants. These projects involved direct contact and coordination with funding agency staff for grants and loans.

Preliminary Engineering Reports and Feasibility Studies

Mr. Reuter has been responsible for or assisted in the preparation of numerous preliminary engineering reports or feasibility studies to obtain project funding through USDA Rural Development, Infrastructure Bank, and Community Development Block Grants including: City of Shasta Lake Wastewater Recycle Study, Elk Trail Water System, Antelope Sewer System, Etna Sewer System Improvements, River Avenue and Siskiyou Avenue Sewer Project, City of Mt. Shasta State-Mandated Wastewater Treatment Plant Improvements, American Valley Community Services District Wastewater Treatment Plant Improvements, City of Shasta Lake Force Main Replacement Project, and City of Yreka Wastewater Treatment Plant Improvements.



RELEVANT EXPERIENCE (continued)

Master Plan Development

Mr. Reuter has provided scoping development, project management, and public presentations on a number of water and sewer master plans for Centerville Community Services District and the Cities of Mt. Shasta, Dunsmuir, Weed, and Etna.

Design Engineer/Project Manager

In addition to Mr. Reuter's projects acting as Project Manager or Project Engineer, he has been involved with design responsibilities on numerous water and wastewater facilities including:

- City of Mt. Shasta State-Mandated Wastewater Treatment Plant Improvements
- Shasta County Elk Trail Water System Improvements
- City of Shasta Lake Force Main Replacement Project
- City of Yreka Wastewater Treatment Plant Improvements
- Centerville Community Services District Placer Road Waterline Replacement
- Quincy Community Services District Sewer Improvement Project
- City of Red Bluff Wastewater Reclamation Plant Expansion
- Trinity River Water Project for Weaverville Community Services District
- Mineral Sewage Disposal Project for Tehama County Sanitation District No. 1
- South Weed Infrastructure Improvements Project
- 1995 Water Project for Centerville Community Services District
- City of Dunsmuir Water Main Replacement Project
- Straight Stretch Sewer Project for Weaverville Sanitation District
- Las Flores Sewage Disposal Project for Gerber-Las Flores Community Services District

Construction Observation/Resident Engineer

Mr. Reuter acted as resident construction observer for the Mineral Sewer Improvements Project for Tehama County Sanitation District No. 1; South Weed Infrastructure Improvements Project for the City of Weed; Wastewater Treatment and Reclamation Project for the City of Shasta Lake; and the Las Flores Sewage Disposal Project for Gerber-Las Flores Community Services District.

City/District Engineering Services

Mr. Reuter is currently acting as City or District Engineer for the Cities of Yreka, Weed, Mt. Shasta, and Dunsmuir, as well as Centerville and Mountain Gate Community Services Districts.

Utility Rate Studies

Mr. Reuter has performed water and wastewater rate studies for American Valley Community Services District and the Cities of Yreka, Weed, Mt. Shasta, Dunsmuir, and Shasta Lake.



ROLE

Principal In Charge

Project Manager

Civil Engineer

Professional Land Surveyor

EDUCATION

BS, Civil Engineering, California State University, Chico, 1989

PROFESSIONAL REGISTRATIONS

California, Civil Engineer, 1993

California, Land Surveyor, 2014

MEMBERSHIPS

American Society of Civil Engineers Past President, Shasta Branch

FRED A. LUCERO Principal Engineer

OVERVIEW

Mr. Lucero has been a member of the PACE Engineering team since 1989. He is a member of the Board of Directors at PACE and has well-rounded experience in land development and municipal engineering. Mr. Lucero is the head of PACE's Land Development Department. His areas of expertise include:

- Land Development Planning and Design
- Grading and Utility Design
- Site Development/Design
- Storm Water Management Systems including MS4

KEY PROJECTS

Land Development Planning and Design

Mr. Lucero has been a Project Engineer and Project Manager involved in all phases of land development planning and design. This work has involved preparation of tentative maps, representation of clients with municipal agencies, obtaining government approvals, design of roads, drainage systems, water distribution systems, sewer collection systems, and preparation of parcel maps and final maps.

Grading and Utility Design/Site Development

Mr. Lucero has been a Project Engineer and Project Manager for the development of grading and utility plans for various private, commercial, and institutional site development projects. These projects have covered a wide cross-section of uses including retail commercial, office complexes, apartments, medical facilities, schools, water and wastewater treatment plants, tank sites, and treatment ponds.

City Engineering Services

Mr. Lucero is currently acting as City Engineer for the Cities of Yreka, Weed, Mt. Shasta, and Dunsmuir.

Sample Projects:

- Oakmont Senior Living
- Dollar General (multiple sites)
- Best Buy Retail Site Development
- Shasta Union High School Classroom Projects
- Mercy Medical Center Improvements
- Shasta College Infrastructure Upgrade Project
- North Cottonwood School

