AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANTECA AND FRUIT GROWERS LABORATORY, INC., FOR AS-NEEDED ANALYTICAL LABORATORY TESTING SERVICES

This Amendment No. 1 ("Amendment") to Agreement #C2022-98 ("Agreement") between the City of Manteca and Fruit Growers Laboratory, Inc., is made and entered into this _____ day of June 2025, by and between Fruit Growers Laboratory, Inc., a California corporation ("Consultant") and the City of Manteca, a municipal corporation ("City").

RECITALS

- A. On July 13, 2022, the City of Manteca approved an Agreement (C2022-98) with Consultant to provide professional services for As-Needed Analytical Laboratory Testing Services; and
- B. Consultant has been engaged in the Services described herein and the term on their current contract ends July 13, 2025. The Consultant has proven that they are capable of providing these services in a time efficient and cost-effective manner; and
- C. City now desires to amend the Agreement to extend the contract term and increase the not-to-exceed amount for Services under the Agreement; and
- D. Consultant represents that it has the necessary professional skills and experience to satisfactorily provide consulting services in a timely manner; and
- E. City desires to engage Consultant for the purposes of completing the scope of services identified;

NOW, THEREFORE, the parties hereby agree as follows:

1. Article 3, Time of Performance, of the Agreement is hereby amended as follows:

Delete:

"The services of Consultant are to commence upon execution of this Agreement and shall continue as needed by the City for a period of three (3) years."

Replace with:

"The services of Consultant are to continue upon execution of this Amendment No. 1 and shall extend to June 30, 2027."

/// /// 2. Article 4, Compensation, of the Agreement is hereby amended as follows:

Delete:

"Without additional authorization from the City, compensation to be paid to Consultant shall not exceed SEVENTY-FIVE THOUSAND DOLLARS (\$75,000)."

Replace with:

- "Without additional authorization from the City, compensation to be paid to Consultant shall not exceed ONE HUNDRED TWENTY-FIVE THOUSAND (\$125,000)."
- 3. Except as otherwise provided in this Amendment, the Agreement shall continue in full force and effect.

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ATTACHMENT 2

TO EFFECTUATE THIS AMENDMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

CITY OF MANTECA:	FRUIT GROWERS LABORATORY, INC.:		
Toni Lundgren City Manager	By: MacAlpa- (Signature)		
ATTEST:	Glenn Olsen, Marketing Director (Print name and title)		
Cassandra Candini-Tilton, Director of Legislative Services			
COUNTERSIGNED:			
Matthew Boring, Acting Director of Finance			
COUNTERSIGNED:			
Stephanie VanSteyn, Director of Human Resources			
APPROVED AS TO FORM:			
Daniella G. Green, Assistant City Attorney			

Date: May 21, 2025

To: City of Manteca-Public Works Dept. - 3008291

Attn: Tyler Helm (209) 456-8417 thelm@manteca.gov

Subject: Price Quote No: ST 20250521-02 . . . Laboratory Services

Good day Tyler,

FGL appreciates the opportunity to provide the following quote for the 2025-2027 Fiscal Years, beginning on July 1, 2025 and ending on June 30, 2027. We look forward to being of continued service. Thank you.

Quote For Time Period: July 01, 2025 through June 30, 2027 Sampled By: FGL Sampling

Constituent	Analytical Method	Price per Sample	No of Samples	Extended Price
Total & E.Coli Coliform - Colilert P/A	SM9223B	27.00	1	27.00
Heterotrophic (Standard Plate Count)	SM9215B	42.00	1	42.00
*Sampling Fee (weekdays along regular route)		60.00	1	60.00

- A Quality Assurance/Quality Control report is supplied with all of our analyses. This assures our valued clients of accurate and defensible data.
- All work undertaken is subject to our terms and conditions, which are available upon request.
- Note: A \$7.00 Materials/Disposal Fee is charged for each Chain of Custody submitted to the lab.
- Note: FGL provides our customers with sampling supplies at no charge, when picked up at the lab. A fee applies to have them delivered.
- Note: FGL may subcontract certain analyses whenever conditions impact our ability to provide timely results. These items may incur an additional charge.

If you have any questions regarding this quote or require any modifications, please call (805) 392-2000 and ask to speak with a marketing associate. Thank you.

Reviewed and Approved By **Glenn Olsen**Marketing Director



Prepared By: Glenn A. Olsen Date: 2025-05-21 14:53