

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF MANTECA AND  
BROWN & CALDWELL**

This Amendment No. 1 (“Amendment”) to Agreement C2023-84 (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2024, by and between Brown & Caldwell a California corporation (“Consultant”) and the City of Manteca, a municipal corporation (“City”).

RECITALS

A. On July 24, 2023, the City of Manteca approved Agreement C2023-84 with Consultant to provide professional services associated with CIP 21034.

B. City now desires to amend the Agreement in order to include construction management and inspection services for the Nile Garden - Well 30 Construction CIP No. 21026 & 21034, increase the not to exceed compensation amount, and increase the time of performance.

C. Consultant represents that it has the necessary professional skills and experience to satisfactorily provide consulting services in a timely manner.

D. 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 1. Scope of Services, of the Agreement is hereby amended as follows:

Delete in its entirety.

Replace with:

“1. Scope of Services. Consultant shall provide construction management and inspection services described in the attached Attachment 1 that is incorporated by this reference. Consultant shall provide these services at the time, place, and in the manner specified in Attachment 1, subject to the direction of the City through its staff that may be provided from time to time. Performance of the construction management and inspection services is sometimes referred to herein as “the Project.”

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

Delete:

“All work shall be completed no later than September 30, 2025.”

## **ATTACHMENT 5**

Replace with:

“All work shall be completed no later than September 30, 2026.”

3. 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 two-hundred and six thousand, eight-hundred and sixty-seven DOLLARS (\$ 206,867).”

Replace with:

“Without additional authorization from the City, compensation to be paid to Consultant shall not exceed EIGHT HUNDRED EIGHTY-NINE THOUSAND ELEVEN DOLLARS (\$ 880,911).”

4. Except as modified in this Amendment, all other provisions of the Agreement shall continue in full force and effect.

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**ATTACHMENT 5**

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:**

**CONSULTANT:**

\_\_\_\_\_  
Toni Lundgren  
City Manager

\_\_\_\_\_  
*(Type name of Consultant/form of organization)\**

**ATTEST:**

By: \_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
Cassandra Candini-Tilton,  
Director of Legislative Services

\_\_\_\_\_  
*(Type name and title)*

**COUNTERSIGNED:**

By: \_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
Shay Narayan  
Director of Finance

\_\_\_\_\_  
*(Type name and title)*

**COUNTERSIGNED:**

Address: \_\_\_\_\_

\_\_\_\_\_  
Stephanie Van Steyn,  
Director of Human Resources

Telephone: \_\_\_\_\_

**APPROVED AS TO FORM:**

L. David Nefouse, City Attorney

By: \_\_\_\_\_  
Daniella Green, Assistant City Attorney