

**ATTACHMENT 2**

**AMENDMENT NO. 1 TO THE PROFESSIONAL  
SERVICES AGREEMENT C2020-10 BETWEEN THE  
CITY OF MANTECA AND DEWBERRY, dba  
DRAKE HAGLAN AND ASSOCIATES  
“CONSULTANT”**

This Amendment No. 1 (“Amendment”) to Agreement #C2020-10 (“Agreement”) between the City of Manteca and Dewberry, dba Drake Haglan and Associates is made and entered into this 5<sup>th</sup> day of January, 202~~1~~<sup>2</sup>, by and between Dewberry, dba Drake Haglan and Associates, a California corporation (“Consultant”), and the City of Manteca, a municipal corporation (“City”).

RECITALS

A. On February 21, 2020, the City of Manteca approved an Agreement with Consultant to provide professional services for Storm Drain Zones 36 & 39 engineering, environmental and permitting as identified in CIP #20004.

B. City now desires to amend the Agreement in order to expand the term of services to be undertaken by the Consultant.

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. Paragraph 2 of the Agreement is hereby amended to read as follows:

“2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City. All such work shall be completed no later than December 31, 2022.

2. Paragraph 3 of the Agreement is hereby amended to read as follows:

“3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in C-2020-10, which is incorporated herein by reference. In addition to the Compensation for the Agreement, there is no additional compensation for this Amendment No. 1. In no event shall total compensation for work performed pursuant to this Agreement and Amendments No. 1 exceed ONE MILLION ONE HUNDRED NINETY-ONE THOUSAND TWO HUNDRED SIXTY-EIGHT DOLLARS (\$1,191,268) without

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additional authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.”

3. Except as otherwise provided in this Amendment, the Agreement shall continue in full force and effect.

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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:

  
\_\_\_\_\_  
Toby Wells, P.E.  
City Manager


### CONSULTANT:

Dewberry, dba Drake Haglan and Associates

By:   
\_\_\_\_\_  
Dave Richard, PE  
Associate Vice President

### ATTEST:


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

  
\_\_\_\_\_  
~~Cassandra Candini-Tilton~~, **Olivia Nashed**  
Acting- Director of Legislative Services

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

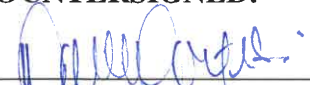
### COUNTERSIGNED:

Address: 903 West Center Street, Suite 1  
Manteca, CA 95337

  
\_\_\_\_\_  
Bret Harmon,  
Director of Finance

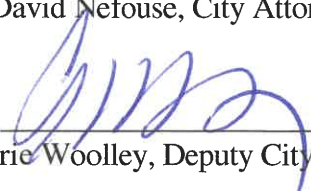
Telephone: (209) 707-3330

### COUNTERSIGNED:

  
\_\_\_\_\_  
Dawn Cortesi,  
Acting Director of Employee Services  
& Engagement

### APPROVED AS TO FORM:

L. David Nefouse, City Attorney

By:   
\_\_\_\_\_  
Carrie Woolley, Deputy City Attorney