

**AMENDMENT NO. 2 TO THE AGREEMENT FOR
PROFESSIONAL SERVICES BETWEEN THE
CITY OF MANTECA AND CAROLLO ENGINEERS, INC.**

This Amendment No. 2 (“Amendment”) to Agreement #C2023-136 (“Agreement”) between the City of Manteca and Carollo Engineers, Inc. is made and entered into this ____ day of _____, 20__, by and between Carollo Engineers, Inc., a Delaware corporation (“Consultant”) and the City of Manteca, a municipal corporation (“City”).

RECITALS

A. On November 6, 2023, the City of Manteca approved an Agreement with Consultant to provide professional services for the Design and Engineering services for the Wastewater Quality Control Facility (WQCF) Sludge Thickener & Dewatering Unit No. 3 System Design Project CIP 24006 & 24007.

B. City now desires to amend the Agreement in order to expand the scope 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. Statement of Work. Attachment 1 to the Agreement is hereby amended by adding the tasks set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by reference, “Statement of Work and Activities #3”.
2. Paragraph 3 of the Agreement is hereby amended to read as follows:

“3. 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, 2028**.”
3. Paragraph 4 of the Agreement is hereby amended to read as follows:

“4. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Attachment 1, which is incorporated herein by reference. In addition to the Compensation for the Agreement, compensation for Amendment No. 2 services shall in no event exceed **Eight Hundred Thousand Dollars (\$800,000)** without additional authorization from

the City. In no event shall total compensation for work performed pursuant to this Agreement and Amendments No. 1 & No. 2 exceed **Two Million Six Hundred Ninety Six Thousand Eight Hundred Eighteen Dollars (\$2,696,818)** without 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.”

4. 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:

Toni Lundgren
City Manager

CONSULTANT:

Carollo Engineers, Inc.

(Type name of Consultant/form of organization)*

ATTEST:

Cassandra Candini-Tilton,
Director of Legislative Services

By: _____



(Signature)

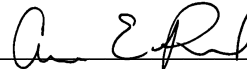
Ryan Sellman, Vice President

(Type name and title)

COUNTERSIGNED:

Shay Narayan
Director of Finance

By: _____



(Signature)

Anne Prudhel, Executive Vice President

(Type name and title)

COUNTERSIGNED:

Stephanie Van Steyn,
Director of Human Resources

Address: _____

2880 Gateway Oaks Dr. #300

Sacramento, CA 95833

Telephone: _____

916-565-4888

APPROVED AS TO FORM:

L. David Nefouse, City Attorney

By: _____
Daniella Green, Assistant City Attorney

ATTACHMENT 1

STATEMENT OF WORK AND ACTIVITIES #3

Introduction

The City of Manteca (City) is implementing the WQCF Sludge Thickener and Dewatering Unit No. 2 Project (Project). Carollo Engineers (Consultant) is the design engineer for the Project. Consultant's Scope of Services herein is to provide engineering services during the construction phase of the Project. For the purposes of this scope, it is assumed that the Project construction duration will be 33 months.

Specific services to be provided by Consultant are outlined herein.

Scope of Services

Task 5 – Engineering Service During Construction

5.1 Project Management

Consultant will perform project management necessary to plan, execute, monitor, and report the project's progress to the City for this Task over an estimated 33-month construction period. Consultant shall prepare a monthly progress letter report for attachment to the monthly invoice to track and report status of budget expenditures and key work products completed during the billing period.

5.2 Construction Meeting

Consultant will attend the following construction meetings based on the following assumptions:

- Pre-Construction Meeting – Three Consultant team members will attend the pre-construction meeting.
- Weekly Construction Meetings – One Consultant team members will attend a total of 70 weekly construction meetings via virtual telephone conference meetings. One Consultant team member will attend 15 weekly construction meetings in-person.
- Substantial Completion Meeting – Consultant will attend a substantial completion meeting near the end of the construction period to observe and check status of construction activities. Consultant will prepare and submit a preliminary punch-list of corrective items to the Construction Manager to add into their punch list for the Contractor to complete before final completion.

It is anticipated that all construction meetings will be 1-hour in duration (exclusive of travel time for in-person meetings). The City will coordinate and conduct all meetings and prepare meeting minutes for distribution to the Consultant and Contractor.

5.3 Request for Information

Consultant will receive, log, review, and respond to requests for information (RFIs) from the Contractor forwarded by the City. In responding to the RFIs, Consultant will issue interpretations and clarifications to the contract documents. For budgeting purposes, Consultant will respond to 75 RFIs assuming an average processing and review time of 4 hours per RFI. Note, the budget estimated for this task may be higher or lower depending on the final number of RFIs reviewed and the complexity of each RFI submitted by the Contractor.

5.4 Submittals

Consultant will receive, log, review, and respond to submittals from the Contractor forwarded by the City. Submittals will be reviewed in accordance with the contract documents and include two types of submittals.

- General submittals – These are submittals that generally include routine elements such as subgrade materials, epoxies, grout, sealants, valves, piping, etc. that require a single lead reviewer and shorter duration to complete. For budgeting purposes, Consultant will respond to 100 general submittals and 50 resubmittals assuming an average processing and review time of 6 hours per submittal and 3 hours per resubmittal.
- Major submittals – These are submittals that generally include more complicated elements such as pumps, mechanical equipment, MCCs, VFDs, etc. that require multiple reviewers and longer duration to complete. For budgeting purposes, Consultant will respond to 26 major submittals/resubmittals assuming an average processing and review time of 20 hours per submittal/resubmittal.

Note, the budget estimated for this task may be higher or lower depending on the final number of submittals/resubmittals reviewed and the completeness of each submittal/resubmittal submitted by the Contractor.

5.5 Site Observations

Consultant's discipline engineers (civil, structural, mechanical, electrical, and instrumentation) will attend 10 site observations in person on an as-requested basis to observe field construction issues and discuss technical elements. For budgeting purposes, Consultant assumes an average time of 4 hours are required to perform each site observation.

5.6 Design Clarifications

Consultant will prepare 10 design clarifications to clarify and/or change the intent of the contract documents at the request of the City. In preparing each design clarification, Consultant will issue revised specifications, revised drawings, and/or new sketches as needed to clarify and/or change the intent of the contract documents for the City's review and transmittal to the Contractor. For budgeting purposes, Consultant assumes an average time of 10 hours are required to prepare each design clarification.

5.7 Change Order Requests

Consultant will assist the City in reviewing a total of 5 change order requests submitted by the Contractor. Consultant's review will be limited to the technical merits of the change order requests and providing input on applicable unit and material prices of selected items. For budgeting purposes, Consultant assumes an average time of 4 hours are required to review each change order request.

5.8 Geotechnical Engineering Support Services

Consultant's geotechnical engineer will provide geotechnical support services for project components that are anticipated to require geotechnical involvement. For budgeting purposes, an allowance of \$15,000 for the geotechnical engineering subconsultant has been included.

5.9 Conformed Documents

Consultant will prepare conformed documents based on updating the bid documents PDF set with replacing individual specification sections and drawings from the addenda. Conformed specifications will

be provided in Word and PDF formats. Conformed drawings will include the addenda clouds and deltas, have a conformed documents stamp added in Bluebeam, and will be provided to the City in PDF format.

5.10 Onsite Start-up and Commissioning Support (Optional)

Consultant will provide the City with onsite start-up and commissioning assistance services on an as-requested basis. For budgeting purposes, Consultant assumes it will attend 20 site visits in person to observe start-up and commissioning activities for major process equipment. It is assumed an average time of 10 hours are required to perform each site visit. It is assumed that review of all start-up and commissioning submittals will be part of Task 5.4 - Submittals.

5.11 O&M Manual Updates (Optional)

Consultant will prepare updates to the City's existing WQCF Operations and Maintenance (O&M) Manual (Nolte, May 2008) for the following:

- Chapter 22 – Sludge Thickening:
 - Replace the entire chapter in similar format for the new Sludge Blend Tanks, RDT Facility, and Thickening Odor Control Facility.
- Chapter 24 – Mechanical Dewatering Facility:
 - Update existing chapter to include the addition of the third centrifuge.
- Chapter 27 – Normal Power Systems:
 - Update existing chapter to include the replacement of MCC-E.

Consultant assumes original O&M Manual will be provided in Word format for editing and final deliverable will be updated Word files and compiled PDF of the updated O&M Manual. Consultant understands that the City has a new electronic O&M that is managed by Stantec. Since it is unclear at this time on the best way to update this manual, Consultant plans to provide a word documents and PDFs for the O&M that the City can then upload into their electronic O&M manual. Consultant assumes this task does not include setting up an online electronic O&M Manual or updating an existing online electronic O&M Manual.

5.12 Centrifuge Polymer Jar Testing (Optional)

This task will be refined after meeting with City staff and discussing options available and extent of effort for polymer jar testing for the centrifuges. It is assumed that the City will provide the For budgeting purposes, an allowance of \$31,464 has been included for this task.

5.13 Record Drawings (Optional)

Consultant will prepare record drawings using Consultant's standard format to include changes made during the construction period after contract closeout. It is assumed that the Contractor and/or CM will maintain a current set of marked-up drawings detailing field changes and clarifications. Consultant will not be responsible for field measuring as-built conditions and will rely solely on the information provided by the Contractor as the basis for preparing the record drawings. Record drawings will be prepared using Consultant's standard format and will be provided to the City in both AutoCAD and PDF formats.

Consultant Deliverables for Task 5:

- Progress letter reports with each invoice.

- Attendance/teleconference and input at the construction meetings.
- Preliminary punch-list.
- RFI responses.
- Submittal review comments.
- Design clarifications.
- Change order requests review comments.
- Electronic copy of the conformed specifications in Word format.
- Electronic copy of the conformed specifications in PDF format.
- Electronic copy of the conformed drawings in PDF format.
- Optional Tasks Deliverables:
 - Electronic copy of the O&M Manual updates in Word format.
 - Electronic copy of the O&M Manual updates in PDF format.
 - Centrifuge polymer jar testing results memorandum.
 - Electronic copy of the record drawings in PDF format.
 - Electronic copy of the record drawings in AutoCAD format.

Budget:

Table 1 presents the labor and budget estimates for this project.

Assumptions:

The following assumptions were used in developing the Scope of Services:

- Consultant shall perform the services required hereunder in accordance with the prevailing standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of California.
- The City will provide a seasoned professional construction manager for the duration of the project working full time, including coverage during extended working hours by the contractor.
- The City will provide a seasoned professional inspector who has experience in complex plant upgrade/retrofit projects of similar scope and construction cost for the duration of this project.
- The City will coordinate and pay for all testing.
- The City will coordinate and pay for specialty inspections.
- The CM will be responsible for arranging, agenda preparation, and meeting minutes for all construction-related meetings.
- The CM will have the primary responsibility for enforcement of all terms of the construction contract.
- The CM will provide CONSULTANT'S staff with training and multiple licenses to the web-based construction document management system software used on the Project at no cost.
- The construction duration of the project is limited to thirty three (33) months.
- All RFIs and submittals will be forwarded to the CONSULTANT through the CM using the web-based construction document management system.
- The Contractor and CM will implement quality control measures to screen each submittal prior to forwarding to the CONSULTANT for review.
- The CM will review the schedule of values, progress payments, and construction schedule submittals.

- All other direct costs related to factory witness testing will be borne by the Contractor in accordance with the contract documents.
- Modifications to drawings that may accompany responses to RFIs may be revisions to the CAD drawing(s), Bluebeam markups to the drawings, figures, and/or sketches at the CONSULTANT'S discretion.
- The CM will have the primary responsibility for the final punch list and project close-out.
- Updated conformed drawing AutoCAD files will not be provided.
- Preparation of record drawings is not included.
- Field test witnessing and factory test witnessing is not included.
- Participation in commissioning meetings and field visits is not included.
- Optional Tasks Assumptions:
 - Record drawings will be solely based on the information provided by the Contractor and the CM.
 - Contractor will provide a single compiled set of mark ups to the drawings.
 - Preparation of the Record drawings will be initiated at the end of construction.

Conditions and Assumptions Relevant to Scope of Services:

It is Consultant's experience that an upper limit of \$799,531 will not be sufficient to provide engineering support services during construction for the full project duration for a project of this scope, complexity, and construction cost. More specifically, it is Consultant's experience that the level of effort assumed for Tasks 5.1 through 5.9 and associated budget for these same tasks authorized in this contract is approximately 46 percent of the required effort over the duration of the full project.

Relative to the level of effort estimates, Consultant underscores, and Owner agrees, that the estimates are based on Consultant's experience as reasonable level of effort benchmarks, but are not, and should not be considered as absolute values. For any specific work element, the level of effort may be less or may be more.

Accordingly, it is the Consultant's understanding that the Owner intends to amend the scope of services and associated budget when (or before) Consultant's effort and budget expenditures reaches the upper limit of this scope of services. Future amendments will likely include supplements to any or each of Tasks 5.1 through 5.9, and will also include additional scope elements not included herein including but not limited to record drawings and start-up and commissioning support.

To these points, there are other material and relevant conditions and assumptions for this scope of services:

- Neither Owner nor Consultant can predict the point in the construction duration when Consultant's level of effort for engineering services will reach the upper limit of the contract. Accordingly, consultant offers no warranty regarding when a supplemental amendment for scope and budget will be required.
- Consultant understands, and Owner agrees, that Consultant will not perform any work in excess of the upper limit of this scope without a corresponding scope and budget amendment.
- Consultant assumes that Owner will provide full time CM and inspection services, using professionals with experience in treatment plant retrofit/upgrade projects of similar scope and

construction cost. This is relevant because staffing at less than these levels, or staffing with inexperienced CM or inspection staff, will in Consultant's experience, significantly increase the involvement and level of effort of Consultant to support Owner, and will result in a shorter duration to reach the budget limit of this scope.

Table 1 - Carollo Fee Estimate for Amendment No. 2																													
WQCF Sludge Thickener and Dewatering Unit No. 3 System Design Project																													
Tasks			Carollo Labor													Subconsultants					ODCs					Total			
Task #	Subtask #	Task Description	Senior Professional	Lead Project Professional	Project Professional	Lead Professional	Professional	Assistant Professional	Senior CAD Technician	CAD Technician	Document Processing	Total Hours	Midpoint of Task	Total Labor Costs	Labor Escalation	Total Escalated Labor Costs	E&IC		Geotech	Subtotal	10% Markup	Total	Carollo				Other Direct Costs Total	Total Fee	
																	Beecher	Kleinfelder					PECE	PECE Escalation	Travel	Testing Equipment			
			\$364	\$350	\$330	\$288	\$261	\$234	\$245	\$179	\$157	Hours	Year	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	Fee	\$16.00	Fee	Fee	Fee	Fee	Fee	Fee
5		Engineering Services During Construction	159	74	443	284	293	375	24	0	16	1,668		\$ 484,373	\$ 57,989	\$ 542,362	\$ 188,190	\$ 15,000	\$ 203,190	\$ 20,319	\$ 223,509	\$ 26,688	\$ 3,172	\$ 3,800	\$ -	\$ 33,660	\$ 799,531		
	5.1	Project Management	66	0	66	0	0	0	0	0	0	132	2027	\$ 45,804	\$ 5,661	\$ 51,465	\$ 8,910		\$ 8,910	\$ 891	\$ 9,801	\$ 2,112	\$ 261	\$ -	\$ -	\$ 2,373	\$ 63,639		
	5.2	Construction Meetings	21	7	36	14	28	36	0	0	0	142	2027	\$ 41,738	\$ 5,159	\$ 46,897	\$ 17,280		\$ 17,280	\$ 1,728	\$ 19,008	\$ 2,272	\$ 281	\$ 2,660	\$ -	\$ 5,213	\$ 71,118		
	5.3	Requests for Information	12	12	60	48	48	60	0	0	0	240	2027	\$ 68,760	\$ 8,499	\$ 77,259	\$ 24,300		\$ 24,300	\$ 2,430	\$ 26,730	\$ 3,840	\$ 475	\$ -	\$ -	\$ 4,315	\$ 108,303		
	5.4	Submittals	50	50	250	200	200	250	0	0	0	1,000	2027	\$ 286,500	\$ 35,411	\$ 321,911	\$ 113,400		\$ 113,400	\$ 11,340	\$ 124,740	\$ 16,000	\$ 1,978	\$ -	\$ -	\$ 17,978	\$ 464,629		
	5.5	Site Observations	4	1	6	2	5	6	0	0	0	24	2027	\$ 7,071	\$ 874	\$ 7,945	\$ 8,640		\$ 8,640	\$ 864	\$ 9,504	\$ 384	\$ 47	\$ 1,140	\$ -	\$ 1,571	\$ 19,020		
	5.6	Design Clarifications	3	3	12	10	10	12	0	0	0	50	2027	\$ 14,400	\$ 1,780	\$ 16,180	\$ 13,500		\$ 13,500	\$ 1,350	\$ 14,850	\$ 800	\$ 99	\$ -	\$ -	\$ 899	\$ 31,929		
	5.7	Change Order Requests	1	1	3	2	2	3	0	0	0	12	2027	\$ 3,504	\$ 433	\$ 3,937	\$ 2,160		\$ 2,160	\$ 216	\$ 2,376	\$ 192	\$ 24	\$ -	\$ -	\$ 216	\$ 6,529		
	5.8	Geotechnical Engineering Support Services	2	0	2	0	0	0	0	0	0	4	2027	\$ 1,388	\$ 172	\$ 1,560		\$ 15,000	\$ 15,000	\$ 1,500	\$ 16,500	\$ 64	\$ 8	\$ -	\$ -	\$ 72	\$ 18,131		
	5.9	Conformed Documents	0	0	8	8	0	8	24	0	16	64	2025	\$ 15,208	\$ -	\$ 15,208	\$ -		\$ -	\$ -	\$ -	\$ 1,024	\$ -	\$ -	\$ -	\$ 1,024	\$ 16,232		
		Amendment No. 2 Total	159	74	443	284	293	375	24	0	16	1,668		\$ 484,373	\$ 57,989	\$ 542,362	\$ 188,190	\$ 15,000	\$ 203,190	\$ 20,319	\$ 223,509	\$ 26,688	\$ 3,172	\$ 3,800	\$ -	\$ 33,660	\$ 799,531		
5		Engineering Services During Construction Optional Services	58	67	210	87	100	165	103	75	24	889		\$ 246,056	\$ 47,001	\$ 293,057	\$ 70,200	\$ -	\$ 70,200	\$ 7,020	\$ 77,220	\$ 14,224	\$ 2,717	\$ 4,750	\$ 10,000	\$ 21,691	\$ 391,968		
	5.10	Onsite Start-up and Commissioning Support	20	7	33	13	26	33	0	0	0	132	2028	\$ 38,872	\$ 7,425	\$ 46,297	\$ 18,900		\$ 18,900	\$ 1,890	\$ 20,790	\$ 2,112	\$ 403	\$ 3,800	\$ -	\$ 6,315	\$ 73,403		
	5.11	O&M Manual Updates	20	20	100	60	60	80	20	20	20	400	2028	\$ 110,560	\$ 21,119	\$ 131,679	\$ 10,800		\$ 10,800	\$ 1,080	\$ 11,880	\$ 6,400	\$ 1,223	\$ -	\$ -	\$ 7,623	\$ 151,181		
	5.12	Centrifuge Polymer-Jar Testing	4	40	8	0	0	0	24	0	4	80	2028	\$ 24,340	\$ 4,649	\$ 28,989			\$ -	\$ -	\$ 1,280	\$ 245	\$ 950	\$ 10,000	\$ 2,475	\$ 31,464			
	5.13	Record Drawings	14	0	69	14	14	28	83	55	0	277	2028	\$ 72,284	\$ 13,807	\$ 86,091	\$ 40,500		\$ 40,500	\$ 4,050	\$ 44,550	\$ 4,432	\$ 847	\$ -	\$ -	\$ 5,279	\$ 135,920		
		Amendment No. 2 Total Optional Services	58	67	210	87	100	165	103	75	24	889		\$ 246,056	\$ 47,001	\$ 293,057	\$ 70,200	\$ -	\$ 70,200	\$ 7,020	\$ 77,220	\$ 14,224	\$ 2,717	\$ 4,750	\$ 10,000	\$ 21,691	\$ 391,968		
		Amendment No. 2 Total including Optional Services	217	141	653	371	393	540	127	75	40	2,557		\$ 730,429	\$ 104,989	\$ 835,418	\$ 258,390	\$ 15,000	\$ 273,390	\$ 27,339	\$ 300,729	\$ 40,912	\$ 5,889	\$ 8,550	\$ 10,000	\$ 55,351	\$ 1,191,499		
		Contract Total Amount with Amendment No. 1																									\$ 1,884,446		
		Contract Total Amount with Amendment No. 1 and No. 2																									\$ 2,683,977		
		Contract Total Amount with Amendment No. 1 and No. 2 including Optional Services																									\$ 3,075,944		