

**AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF MANTECA AND  
BROWN & CALDWELL**

This Amendment No. 2 (“Amendment”) to Agreement C-2023-84-A1 (“Agreement”) between the City of Manteca and Brown & Caldwell (“Consultant”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between “Consultant” a California corporation (“Consultant”) and the City of Manteca, a municipal corporation (“City”).

**RECITALS**

A. On March 5, 2024, the City of Manteca approved an Agreement C-2023-84-A1 with Consultant to provide professional services associated with the Nile Garden Well 30 Water Supply Project CIP 21026 and 21034.

B. City now desires to amend the Agreement in order to increase the dollar amount for 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 #2”.
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 Attachment 1, which is incorporated herein by reference. In addition to the Compensation for the Agreement, compensation for Amendment No. 1 services shall in no event exceed \$150,000 without additional authorization from the City. In no event shall total compensation for work performed pursuant to this Agreement and Amendments No. 1 and 2 exceed \$ 1,030,911 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.”
3. Except as otherwise provided in this Amendment, the Agreement shall continue in full force and effect.

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

Brown & Caldwell/CA Corporation  
(Type name of Consultant/form of organization)\*

**ATTEST:**

By:

  
(Signature)

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

Elizabeth Durazo  
Director of Construction Management

**COUNTERSIGNED:**

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Matthew Boring  
Interim Director of Finance

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

**COUNTERSIGNED:**

Address: 11020 White Rock Road, Suite 200  
Rancho Cordova, CA 95670

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

Telephone: (916) 444-0123

**APPROVED AS TO FORM:**

L. David Nefouse, City Attorney

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

**ATTACHMENT 1**  
**STATEMENT OF WORK AND ACTIVITIES #2**

Construction Management and Inspection Services  
for  
Nile Garden Well 30 Project

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Amendment 2 - Scope of Services and Fee

Prepared for  
City of Manteca  
July 9, 2025

# Scope of Services

## Introduction

The following Scope of Services has been prepared by Brown and Caldwell (BC) for Amendment No. 2 to provide additional construction management and inspection services for the Nile Garden Well 30 Project. This scope is an amendment to the Agreement C2023-84 approved July 24, 2023, and Amendment C2023-84-A1 approved March 5, 2024. The original Agreement included scope and fee for services to oversee the Phase 1 - Drilling portion of the project. Amendment No. 01 included scope and fee to oversee the Phase 2 – Well Equipping portion of the project.

Amendment No. 2 covers additional services associated with the increased construction duration of Phase 2 – Well Equipping. The Amendment No. 1 scope of services was based on a construction duration of twelve (12) months and an expected completion date of July 2025. Amendment No. 2 accounts for BC services continuing through February 2026 as detailed in the *Time of Performance* section below.

The increased construction duration is attributed to structural redesign required to comply with recommendations documented in the project's geotechnical report dated July 16, 2024, changes to the facility's electrical distribution equipment based on structural redesign, and changes to the facility's process control equipment to conform with current City standards.

The fee included in this amendment covers project management, construction management and inspection services for work to oversee activities to the revised construction completion date. The budget provided is an estimate of activities. BC will provide services to the limit of the Task budgets. BC reserves the right to transfer budget between tasks.

## Scope

### (New) Phase 004 – Well Equipping - Amendment:

#### Task 01 – Construction Management Services During Construction

Scope in this task is an extension of project management, construction management and inspection services per the original scope covered in Sub-Tasks 3.2.1 through 3.2.14 to cover the additional time associated with construction.

#### Task 02 – Materials Testing Services

Scope in this task is an extension of quality assurance testing (i.e. materials testing and specialty inspections) per the original scope covered in Task 3.8 to cover the additional time associated with construction.

## Fee

The overall effort associated with the Amendment No. 2 additional services is \$150,000, increasing the current executed budget from \$880,911 to \$1,030,911. Table 1 below provides a summary of the project budget to date including Amendment No. 2. A detailed breakdown by task and by labor hours is included in Attachment A.



Table 1. Budget Summary with Amendment 2 Scope & Fee			
	Phase	Task Description	Effort
Original Budget (Executed)	001	Well Drilling	\$189,945
	002	Final Design Support Services	\$17,922
	Original Budget		\$206,867
Amendment No. 1 (Executed)	003	Well Equipping	\$674,044
	Revised Budget		\$880,911
Amendment No. 2 (Proposed herein)	004	Well Equipping - Amendment	\$150,000
	Total Revised Budget		\$1,030,911

## Time of Performance

BC's new Phase 004 - *Well Equipping Amendment* cost proposal is based on the Contractor's Work being ready for Substantial Completion no later than the end of December 2025 and Final Acceptance no later than the end of January 2026. BC's post-construction services are assumed to be completed by the end of February 2026.

# Attachment A: Amendment Fee Estimate

Brown & Caldwell														
CM and Inspection Services - Amendment No. 2														
Nile Garden Well 30 Water Supply Project - CIP 21034														
Phase / Task	Walters, Stephen T.	Wademan, Michael	Durazo, Elizabeth R.	LePlante, Will G.	Forsberg, Dane C.	Uresti, Irasema	Hoff, Kenneth	Yarbough, Sandra	Romero, Sara B.	Terrazas, Richard W.	Total Labor Hours	Total Labor Effort	APC <sup>6</sup>	Total Expense Effort
Hourly Billing Rates	\$306.60	\$261.45	\$315.00	\$211.05	\$157.50	\$131.25	\$210.00	\$127.05	\$94.50	\$332.85				
004 Well Equipping - Amendment	150	4	4	4	300	34	40	2	24	4	566	\$ 130,620	\$ 5,660	\$ 19,380
001 CM Services During Construction	150	4	4	4	300	34	40	2	24	4	566	\$ 127,394	\$ 5,660	\$ 7,280
002 Materials Testing Services	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
Escalation <sup>5</sup>												\$ 3,226	\$ -	\$ 12,100
GRAND TOTAL	150	4	4	4	300	34	40	2	24	4	566	\$ 130,620	\$ 5,660	\$ 19,380
														\$ 150,000
														\$ 134,674
														\$ 12,100
														\$ 3,226

## Compensation Notes and Assumptions:

- 1) BC's Phase 004 - Well Equipping Amendment cost proposal is based on the Contractor's Work being ready for Substantial Completion no later than the end of December 2025 and Final Acceptance no later than the end of January 2026. BC's post-construction services are assumed to be completed by the end of February 2026.
- 2) Rates are based on an assumed typical eight-hour first (i.e. day) shift. If second shift (i.e. weekend and night) work is required, it will be subject to associated premium labor rates.
- 3) Estimated hours and totals by individual phases and tasks may need to be periodically rebalanced during the course of the contract and depending on actual workload.
- 4) Compensation to provide construction management and inspection services required for the project shall be on a time and material basis for the necessary personnel. The above cost proposal is developed to determine a "Not to Exceed" contract value. Personnel and billing rates to be finalized during negotiation period prior to the executed contract.
- 5) Rates are effective through December 31, 2025. A 5% escalation will be applied to rates at the beginning of 2026.
- 6) \$10 per hour Associated Project Costs (APC) includes costs for support items such as, but limited to, computers, email, telephone, cell phones, per diem, etc.
- 7) Company vehicle mileage will be charged at and adjusted to the current IRS approved standard mileage rate. The current rate is 70 cents per mile.
- 8) 10% Markup on Subconsultants and Outside Services.