

**AMENDMENT NO. 2 TO THE PROFESSIONAL
SERVICES AGREEMENT BETWEEN THE
CITY OF MANTECA AND WSP USA, INC**

This Amendment No. 2 (“Amendment”) to Agreement # A-C2022-77 (“Agreement”) between the City of Manteca and WSP USA, Inc, is made and entered into this ___ day of _____, 2024, by and between WSP USA, Inc, a California corporation (“Consultant”) and the City of Manteca, a municipal corporation (“City”).

RECITALS

A. On June 7, 2022 the City of Manteca awarded an Agreement with Consultant to provide professional services for construction management and inspection services for the State Route 120/McKinley Avenue Interchange Project.

B. City now desires to amend the Agreement in order to expand the term and increase the dollar 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 #2”.
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 June 30, 2025.
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 \$194,665 without additional authorization from the City. In no event shall total compensation for work performed pursuant to this Agreement and Amendments

No. 1 exceed \$3,146,285 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.

THIS SPACE INTENTIONALLY LEFT BLANK

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

ATTACHMENT 1

STATEMENT OF WORK AND ACTIVITIES #2

****For use when scope of services is being changed****

ATTACHMENT 1



**COST ESTIMATE
AMENDMENT NO. 2**

SR 120 / MCKINLEY AVENUE INTERCHANGE

FROM:

WSP USA INC.

Approved: _____

TO:

CITY OF MANTECA

Thursday, August 15, 2024

Basis For Estimate

- 1) This cost estimate extends CM services from June 2024 to November 2024.
- 2) Post Construction expected to extend to November 2024
- 3) Annual labor escalations of 3.5% to be effective in January.
- 4) Proposed Fee Profit = 10%.

ATTACHMENT 1

COST ESTIMATE SUMMARY

WSP BURDENED LABOR COSTS (PROJECTED AFTER JUNE 30, 2024):

LABOR	\$	140,402
OVERTIME	\$	-
SECOND SHIFT PREMIUM 15% Hours Estimate	\$	-

SUBTOTAL \$ 140,402

SUBCONSULTANT(S):

Environmental, Material Testing, Source Inspection	KLEINFELDER	\$	-
Public Outreach	AIM		
Headlight	PAVIA SYSTEMS	\$	1,500

SUBTOTAL \$ 1,500

WSP EXPENSES \$ 10,140

SUBTOTAL \$ 10,140

ESTIMATE TO COMPLETE \$ 152,042

AMOUNT ESTIMATED THRU AUGUST 9, 2024 **TOTAL** \$ 2,994,243

ESTIMATE AT COMPLETION \$ 3,146,285

ORIGINAL CONTRACT AMOUNT+AMENDMENT 1 **TOTAL** \$ 2,951,620

ADDITIONAL FUNDING REQUESTED **TOTAL** \$ 194,665

ATTACHMENT 1

Construction Management Services - SR 120 / McKinley Road Interchange Proposed Labor Schedule

			YEAR: 2024					TOTAL HOURS
			Construction		Post Const			
<i>POSITION</i>	<i>NAME</i>	<i>FIRM</i>	J	A	S	O	N	
Resident Engineer and Structures Representative	Rick Deml, PE	WSP		120	100	100		320
ARE / Office Engineer	Alia Issa	WSP		120	100	100		320
Schedule / Claims	Ed Rollerson, JD	WSP		8	8			16
Construction Inspector	TBD	WSP		80	40	20		140
Construction Inspector	TBD	WSP						0
Project Administrator	TBD	WSP						0
Staff performing inspection services are subject to prevailing wage rates								796

SR 120 / MCKINLEY AVENUE INTERCHANGE
WSP USA INC.

STRAIGHT TIME LABOR COSTS

ATTACHMENT 1

Project Manager

			April 1, 2023 - Dec 31, 2023			Jan 1, 2024 - Dec 31, 2024			TOTAL HOURS	TOTAL COST
CONSTRUCTION										
<i>POSITION</i>	<i>NAME</i>	<i>FIRM</i>	<i>HRS</i>	<i>BILL RATE</i>	<i>TOTAL</i>	<i>HRS</i>	<i>BILL RATE</i>	<i>TOTAL</i>		
Project Manager	Eric Lilly, PE, CCM	WSP	0	257.90	\$0.00	0	266.93	\$0.00	0	\$0
Resident Engineer and Structures Representative	Rick Deml, PE	WSP	0	234.37	\$0.00	320	242.57	\$77,622.40	320	\$77,622
ARE / Office Engineer	Alia Issa	WSP	0	104.23	\$0.00	320	107.88	\$34,521.60	320	\$34,522
Schedule / Claims	Ed Rollerson, JD	WSP	0	199.94	\$0.00	16	206.94	\$3,311.04	16	\$3,311
Construction Inspector	TBD	WSP	0	172.16	\$0.00	140	178.19	\$24,946.60	140	\$24,947
Construction Inspector	TBD	WSP	0	172.16	\$0.00	0	178.19	\$0.00	0	\$0
Project Administrator	TBD	WSP	0	134.39	\$0.00	0	139.09	\$0.00	0	\$0
			0	\$0.00		796		\$140,401.64	796	\$ 140,402

SR 120 / MCKINLEY AVENUE INTERCHANGE
WSP USA INC.

ESTIMATED EXPENSES

	UNIT	QTY	UNIT COST (\$)	SUBTOTAL (\$)
<u>EXPENSES</u>				
<u>A) VEHICLES, VEHICLE O&M, COMPUTERS,</u>				
<u>FIELD EQUIPMENT, SAFETY EQUIPMENT, SURVEY EQUIPMENT</u>				
		Hours		
Rick Deml, PE		320	\$13	\$4,160
Alia Issa		320	\$13	\$4,160
Ed Rollerson, JD		0	\$13	\$0
TBD		140	\$13	\$1,820
TBD		0	\$13	\$0
				\$ 10,140
ESTIMATED EXPENSES			-	<u><u>\$ 10,140</u></u>