

1st AMENDMENT OF CONTRACT
BY AND BETWEEN CITY OF MANTECA
AND Haggerty Construction

THIS 1st AMENDMENT ("Amendment") to the September 16, 2025 Agreement by and between the City of Manteca and Haggerty Construction ("Agreement") is made and entered into this _____ day of _____, _____ by and between the CITY OF MANTECA, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and Haggerty Construction.

RECITALS:

A. WHEREAS, CITY and Haggerty Construction entered into the Agreement on or around September 16, 2025, for the provision of immediate roof repair and maintenance services at the Qualex Building, located at 555 Industrial Park Drive, Manteca.; and

B. WHEREAS, the CITY and Haggerty Construction desire to amend the scope of services, extend the term, and increase the compensation under the Agreement.

C. WHEREAS, Section 5. Amendments, Changes or Modifications of the Agreement allows the Parties to mutually agree to amend the Agreement in writing.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

AGREEMENT

1. **INCORPORATION OF RECITALS.** The recitals set forth above are hereby incorporated into this Amendment as if set forth herein in full.

2. **AMENDMENT.**

Section 1. Scope of Services., to the Agreement is hereby amended to read as follows: Exhibit A, Scope of Work/ Consultant Proposal to the Agreement is amended to include Exhibit A-1 to this Amendment Agreement, attached hereto and incorporated herein by reference as Prime Contract Change Order (PCCO) #001.

Section 2. Term of Contract, to the Agreement is hereby amended to read as follows: The services of Consultant are to commence upon execution of this Amendment Agreement, unless otherwise extended in writing by the mutual agreement of both parties. All such work shall be completed no later than Wednesday, September 30, 2026.

Section 3. Compensation, to the Agreement is hereby amended to read as follows: Compensation to be paid to Consultant shall be in accordance with the Payment

Schedule set forth in Exhibit A-1, which is incorporated herein by reference. In addition to the Compensation for the Agreement, compensation for Amendment No. 1, shall in no event exceed \$34,275.05 (Thirty Four Thousand Two Hundred Seventy Five Dollars and Five Cents) without additional authorization from the City. In no event shall total compensation for work performed pursuant to this Agreement and Amednment No. 1 exceed \$978,655.85 (Nine Hundred Seventy Eight Thousand Six Hundred Fifty Five Dollars and Eighty Five Cents) without additional authorization from the City.

3. **OTHER TERMS**. Except as expressly amended herein, the Agreement remains in full force and effect. Nothing in this Amendment shall be deemed to waive or modify any of the other provisions of the Agreement. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, CITY and Haggerty Construction have executed this Amendment the day and year first above written.

CITY OF MANTECA, a municipal corporation of the State of California:

Toni Lundgren, City Manager

Date _____

ATTEST:

Cassandra Candini-Tilton, City Clerk

Date: _____

APPROVED AS TO FORM:

{{esl:Signer2:signature:size(150,30)}}

Riana Daniel, Interim City Attorney

Date: _____

Haggerty Construction

By: Ryan Haggerty

Date: _____