

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANTECA AND KLEINFELDER INC.**

This Amendment No. 1 (“Amendment”) to Agreement C2026-08 (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between Kleinfelder Inc, a California corporation (“Consultant”) and the City of Manteca, a municipal corporation (“City”).

**RECITALS**

A. On January 6, 2026, the City of Manteca approved an Agreement with Consultant to provide professional services for the Well 22 Treatment Facility Project CIP No. 26033 in the amount of \$200,000 (Two Hundred Thousand Dollars).

B. City now desires to amend the agreement in order to extend the Time of Performance to June 30, 2029, and in order to include additional scope and fee to be undertaken by the Consultant for a not-to-exceed amount of \$733,496.00 (Seven Hundred Thirty-three Thousand Four Hundred Ninety-Six Dollars) in accordance with the Schedule of Charges set forth in Attachment 1, which is incorporated herein by reference.

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 of the Agreement is hereby amended to read as follows:

Delete in its entirety.

Replace with:

“2. Term of Agreement: 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 and this AGREEMENT terminated on June 30, 2029.”

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

Delete in its entirety.

Replace with:

“3. Compensation: Without additional authorization from the City, compensation to be paid to Consultant for work performed pursuant to this

## **ATTACHMENT 3**

Agreement including Amendment No. 1 shall not exceed \$933,496.00 (Nine Hundred Thirty-three Thousand Four Hundred Ninety-Six Dollars). 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.

