

**AMENDMENT NO. 3 TO THE PROFESSIONAL
SERVICES AGREEMENT BETWEEN THE
CITY OF MANTECA AND BROWN & CALDWELL**

This Amendment No. 3 ("Amendment") to Amendment # C2023-84-A2 ("Amendment No. 2") between the City of Manteca and Brown and Caldwell is made and entered into this ____ day of _____, 20____, by and between Brown and Caldwell a California corporation ("Consultant") and the City of Manteca, a municipal corporation ("City").

RECITALS

A. On June 20, 2023, the City of Manteca approved an Agreement with Consultant to provide construction management and inspection services for the Nile Garden Well 30 Water Supply Project CIP 21026 and 21034 in the amount of \$206,867.

B. On March 5, 2024, the City of Manteca City Council authorized Amendment No. 1 to amend the Time of Performance from September 30, 2025, to September 30, 2026, and revise the contract Compensation from \$206,867 to \$880,911.

C. On August 20, 2025, Amendment No. 2 was issued to revise the contract Compensation from \$880,911 to \$1,030,911.

D. The City now desires to amend Amendment No. 2 to amend the Time of Performance from September 30, 2026 to December 31, 2026, and revise the contract to revise the contract Compensation from \$1,030,911 to \$1,151,255.

E. Consultant represents that it has the necessary professional skills and experience to satisfactorily provide consulting services in a timely manner.

F. 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 4 of the Agreement as amended by Amendment No. 3 is hereby removed and replaced to read as follows:

"4. Compensation. Without additional authorization from the City, compensation to be paid to Consultant shall not exceed ONE-MILLION, ONE-HUNDRED AND FIFTY-ONE THOUSAND, TWO-HUNDRED AND FIFTY-FIVE DOLLARS (\$1,151,255). Payment by City under this Agreement shall not be deemed a waiver of any defects, even if those defects were known to the City at the time of payment."

2. 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

ATTEST:

Cassandra Candini-Tilton
Director of Legislative Services

COUNTERSIGNED:

Matthew Boring
Director of Finance

COUNTERSIGNED:

Stephanie Van Steyn
Director of Human Resources

APPROVED AS TO FORM:

Kousha McKeenejad
Deputy City Attorney

CONSULTANT:

Brown and Caldwell/California Corporation
(*Type name of Consultant/ form of organization*)^{*}

By:

Elizabeth R. Durazo
(Signature)

Elizabeth Durazo
Director of Construction Management

By:

(Signature)

(*Type name and title*)

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

Telephone: (916) 444-0123

Construction Management and Inspection Services
for
Nile Garden Well 30 Project

Amendment 03 - Scope of Services and Fee

Prepared for
City of Manteca
December 10, 2025

The following proposal has been prepared by Brown and Caldwell (BC) for Amendment No. 03 to provide additional construction management and inspection services for the Nile Garden Well 30 Project.

Background

This proposal amends the following executed agreements -

- Agreement C2023-84 approved July 24, 2023 - The original Agreement included scope and fee for services to oversee the Phase 1 - Drilling portion of the project.
- Amendment C2023-84-A1 approved March 5, 2024 - Amendment 01 included scope and fee to oversee the Phase 2 – Well Equipping portion of the project. This budget was based on the specified construction duration of twelve (12) months.
- Amendment C2023-84-A2 approved August 20, 2025 - Amendment 02 included additional budget to continue oversight of the Well Equipping project beyond the original 12-month period. Amendment No. 2 scope of services was 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. The Contractor will not meet either of these milestones.

Justification

Amendment 03 covers additional services associated with the increased construction duration of Phase 2 – Well Equipping. It projects for BC services continuing through April 2026 as detailed in the *Time of Performance* section below. Amendment 03 also covers additional work requested by the City on September 30, 2025, for BC to witness equipment factory testing and assist with electrical, and instrumentation and controls submittal reviews. This work has already been performed, paid for and budget added to Amendment 03.

The increased construction duration is primarily attributed to delays in the Contractor's controls submittals and programming. To date, we have not received programming submittals for the Programmable Logic Controller (PLC) or the Operator Interface Terminal (OIT). The revised Substantial Completion milestone was October 23, 2025.

The fee included in this amendment covers project management, construction management and inspection services for work to oversee activities to the currently anticipated 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

Phase 004 – Well Equipping - Amendment

(New) Task 004 – CM Services Amendment 03

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.

Brown AND Caldwell :

(New) Task 005 – Labor Compliance Amendment 03

Scope in this task is an extension of labor compliance per the original scope covered in Task 3.6 to cover the additional time associated with construction.

Fee

The overall effort associated with the Amendment 03 additional services is \$120,344, increasing the current executed budget from \$1,030,911 to \$1,151,255. Table 1 below provides a summary of the project budget to date including Amendment 03. 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 (Executed)	004	Well Equipping - Amendment	\$150,000
	Revised Budget		\$1,030,911
Amendment No. 3 (Proposed herein)	004	Well Equipping – Amendment	\$120,344
Total Revised Budget			\$1,151,255

Time of Performance

This cost proposal is based on the Contractor's Work being ready for *Substantial Completion* no later than the end of March 2026 and *Final Acceptance* no later than the end of April 2026. BC's post-construction services are assumed to be completed by the end of April 2026.

Attachment A: Amendment Fee Estimate

Brown AND Caldwell :

Brown & Caldwell CM and Inspection Services - Amendment No. 3 Nile Garden Well 30 Water Supply Project - CIP 21034																	
Phase / Task	Phase / Task Description	Walters, Stephen T	Durazo, Elizabeth R	Lambert, Lee	LePlante, Will G	Forsberg, Dane C	Uresti, Iraesma	Yarbrough, Sandra	Romero, Sara B	Terrazas, Richard W				Company Vehicles ⁷	CCMI ⁸	Total Expense Effort	Total Effort (Labor+Expense)
		PM & CM/RE	PIC	Start-up Specialist	Inspector	Electrical Inspector	Project Admin.	Project Analyst	Biller	Dir. Project Mgt.	Total Labor Hours	Total Labor Effort	APC ⁶	Cost			
	2025 Hourly Billing Rates	\$306.60	\$315.00	\$265.83	\$211.05	\$157.50	\$131.25	\$127.05	\$94.50	\$332.85							
	Hourly Billing Rates ⁵	\$321.93	\$330.75	\$279.12	\$221.60	\$165.38	\$137.81	\$133.40	\$99.23	\$349.49							
004 Well Equipping - Amendment	80 2 140 100 40 12 14 6 2 396 \$ 99,084										\$ 3,960	\$ 800	\$ 15,000	\$ 21,260	\$ 120,344		
004 CM Services Amendment 03	80 2 140 100 40 12 14 6 2 396 \$ 99,084										\$ 3,960	\$ 800	\$ -	\$ 4,760	\$ 103,844		
005 Labor Compliance Amendment 03	0 0 0 0 0 0 0 0 0 \$ -										\$ -	\$ -	\$ 15,000	\$ 16,500	\$ 16,500		
GRAND TOTAL	80 2 140 100 40 12 14 6 2 396 \$ 99,084										\$ 3,960	\$ 800	\$ 15,000	\$ 21,260	\$ 120,344		

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 March 2026 and Final Acceptance no later than the end of April 2026. BC's post-construction services are assumed to be completed by the end of April 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 service agreement.
- 5) Rates are effective through December 31, 2026. A 5% escalation will be applied to rates at the beginning of 2027.
- 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, ⁷
- 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.