

AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANTECA AND PACIFIC ADVANCED CIVIL ENGINEERS, INCORPORATED

This Amendment No. 3 (“Amendment”) to Agreement #C2022-156-A2 (“Agreement”) between the City of Manteca and “Consultant,” is made and entered into this 5th day of May, 2025, by and between Pacific Advanced Civil Engineers, Incorporated “Consultant” a California corporation (“Consultant”) and the City of Manteca, a municipal corporation (“City”).

RECITALS

A. On October 13, 2022, the City of Manteca approved Agreement C2022-156 with Consultant to provide professional services associated with CIP 23002, 23003, 23004, 23005, and 17008.

B. On June 30, 2023, the City of Manteca approved Amendment C2022-156-A1 with Consultant to include additional scope and fee to be undertaken by Consultant.

C. On June 6, 2024, the City of Manteca approved Amendment C2022-156-A2 with Consultant to include additional scope and fee to be undertaken by Consultant.

D. City now desires to amend the Amendment C2022-156-A2 in order include additional task and fee to be undertaken by Consultant.

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. 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 #3”.

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 “December 31, 2026”.

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. 3 services shall in no event exceed \$ 200,000 without additional authorization from the City. In no event shall total compensation for work performed pursuant to this Agreement and Amendment No. 3 exceed \$ 1,090,200 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.

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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:



Tomi Lundgren
City Manager

CONSULTANT:

Pacific Advanced Civil Engineering, Inc.
*(Type name of Consultant/form of organization)**

ATTEST:



Cassandra Candini-Tilton,
Director of Legislative Services



By:



(Signature)
Mark Krebs - President


(Type name and title)

COUNTERSIGNED:



~~Shay Narayan~~ Matt Boring
Interim Director of Finance

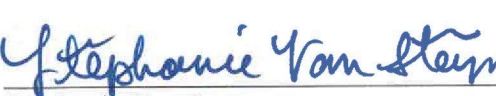
By:



(Signature)
Andy Komor - Sr. VP

(Type name and title)

COUNTERSIGNED:



Stephanie Van Steyn,
Director of Human Resources

Address:

17520 Newhope, Ste 200

Telephone:

Fountain Valley, CA 92780

714-481-4800

APPROVED AS TO FORM:

L. David Nefouse, City Attorney

By: 

Daniella Green, Assistant City Attorney

<u>PACE Man-Hour Breakdown</u>	<u>Person</u>	<u>Rate</u>	x	<u>Hours</u>	<u>Fee</u>
Project Engineer	Jose Salgado	\$198	x	84	\$ 16,632

Subtotal PACE Engineering Fee:	\$ 16,632
SGH Structural Support Calcs and Design	\$ 7,500
PACE Discount for Structural	(\$ 2,500)

Subtotal – Task 18: \$21,632

Task 19 – Additional RFI and Submittals for Additional Scope Items

PACE shall provide additional services of its engineering staff during construction to review and respond to RFIs and Submittals. PACE shall provide an additional five supplemental engineering instructions, 15 RFI responses, and review / responses to 12 Submittals. PACE shall provide consulting analysis and feedback, prepare calculations, review comments, exhibits / sketches, and details for new unforeseen additional project elements including: Bio Tower demo work, North Plant Channel demolition, relocation of PEPS feed piping from underground the channel fed, temporary IR Station power for North Aeration Basin bypass system, changes to construction sequencing, new design of North Plant overflow weirs with weir gates, changes to the aeration flow metering straightener systems, use of existing ON/OFF switches on mixer buckets for SCADA control when ON, Primex modifications to the intended Control Strategy, and other optimization functions/elements of the improvement construction.

<u>PACE Man-Hour Breakdown</u>	<u>Person</u>	<u>Rate</u>	x	<u>Hours</u>	<u>Fee</u>
Sr. Project Manager	Andy Komor	\$270	x	60	\$ 16,200
Sr. Electrical Engineer	Bashar Ishaq	\$255	x	20	\$ 5,100
Project Engineer	Jose Salgado	\$198	x	120	\$ 23,760
Project Coordinator	Samantha Kamps	\$109	x	20	\$ 2,180

Subtotal PACE Engineering Fee: \$ 47,240

Subtotal – Task 19: \$47,240

Task 20 – Remaining Construction Support Services

PACE shall provide additional services of its engineering staff during construction to review and respond to RFIs and Submittals. PACE shall provide additional supplemental engineering instructions, RFI responses, review / responses to Submittals, and inspections as required for an additional 4 months.

Subtotal – Task 20: \$106,793



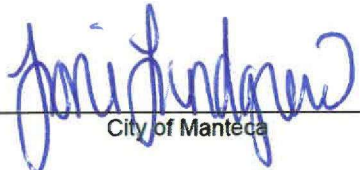
Amount of Compensation:

<u>Task</u>	<u>Description</u>	<u>Fee</u>
Task 17	Coordination of CFD Modeling for South Plant	\$ 24,335
Task 18	Above Ground Pipe Routing	\$ 21,632
Task 19	Additional RFI and Submittals for Additional Scope Items	\$ 47,240
Task 20	Remaining Construction Support Services	\$ 106,793
<u>Total Engineering Fee:</u>		<u>\$ 200,000</u>

This Request - Change Order # 03: \$ 200,000

Estimated By:  4/8/2025
Andy Komor, PE - PACE Date

AGREED TO AND ACCEPTED BY:

By  5-5-25
City of Manteca Date



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization: Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description: All AZ Operations
Waiver Premium

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 03/02/2024 Policy No.: PAWC539195 Endorsement No.:

Insured: Pacific Advanced Civil Engineering, Inc. Premium \$

Insurance Company: Oak River Insurance Company

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Countersigned by _____

(Ed. 4-84)

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

POLICY NUMBER: LA24CGLZ0H0WWIC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations during the policy period when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: LA24CGLZ0H0WWIC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p>Any person or organization to whom the Named Insured has agreed by a written contract that such person or organization be added as an Additional Insured for Completed Operations Coverage, but only as respects "Commercial Construction", and only as respects occurrences subsequent to the making of such written contract.</p> <p>As used in this endorsement, "Commercial Construction" means construction other than 1) new home construction and 2) condominium or townhouse related work other than remodel of a single unit</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization (s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: LA24CGLZ0H0WWIC

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization when you and such person or organization have agreed in writing in a contract or agreement that you will waive any right of recovery against such person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: LA24CGLZ0H0WWIC

COMMERCIAL GENERAL LIABILITY
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.