

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

This Amendment No. 1 (“Amendment”) to Agreement C2024-192 (“Agreement”) is made and entered into this ____ day of _____, 2025, by and between Bennett Engineering Services Inc, a California corporation (“Consultant”) and the City of Manteca, a municipal corporation (“City”).

RECITALS

A. On December 17, 2024, the City of Manteca approved an Agreement with Consultant to provide professional services for engineering design and environmental services of the Yosemite Avenue (Walnut Avenue to Main Street) Bike & Pedestrian Improvement Project HSIPL 5242 (036) CIP 20006 in the amount of \$110,547.77 (One Hundred Ten Thousand Five Hundred Forty Seven Dollars and Seventy Seven Cents).

B. City now desires to amend the agreement in order to extend the Time of Performance to June 30, 2028, and in order to include additional scope and fee to be undertaken by the Consultant for a not-to-exceed amount of \$20,463.00 (Twenty Thousand Four Hundred Sixty Three 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, 2028.”

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 Agreement including Amendment No. 1 shall not exceed \$131,010.77 (one hundred thirty one thousand ten dollars and seventy seven cents). 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.

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

Bennett Engineering Services Inc.

*(Type name of Consultant/form of organization)**

ATTEST:

By: Leo Rubio

(Signature)

Cassandra Candini-Tilton,
Director of Legislative Services

Leo Rubio/President
(Type name and title)

COUNTERSIGNED:

By: _____
(Signature)

Matthew Boring
Director of Finance

(Type name and title)

COUNTERSIGNED:

Address: 1082 Sunrise Avenue Suite 100
Roseville, CA 95661

Stephanie Van Steyn,
Director of Human Resources

Telephone: (916) 783-4100

APPROVED AS TO FORM:

Riana Daniel, Interim City Attorney

SCOPE OF SERVICES

Client: City of Manteca
Consultant: Bennett Engineering Services Inc
Project: Yosemite Avenue (Walnut Avenue to Main Street) Bike & Pedestrian Improvement Project
HSIPL5242(036) CIP 20006
Date: October 21, 2025

Consultant's services shall be limited to those expressly set forth below, and Consultant shall have no other obligations or responsibilities for the Project or to the Client except as agreed to in writing or as provided in this Agreement. All of Consultant's services in any way related to the Project or Client shall be subject to the terms of this Agreement.

TASK 7. CONSTRUCTION ASSISTANCE**Subtask 7.1. Design Support During Construction**

BENEN will assist City staff to respond to RFIs and change order requests. BENEN will be available to address/interpret and clarify the design intent of the PS&E, as requested by the City. It is understood that the City will review and approve submittals from the Contractor. We allocated for a maximum of five (5) RFIs and assist with two (2) change orders.

Subtask 7.2. Field Review

BENEN will provide a maximum of two (2) field reviews during construction as requested by the City. After construction, a final site review with the City Inspector for preparation of a punch list will be provided.

Subtask 7.3. Design Support During Construction

BENEN will prepare as-built drawings to be provided in electronic format. It is anticipated the final redlines will be provided to the City by the contractor for BENEN's use in preparing these record drawings.

DELIVERABLES:

- Response to RFIs (5), and change orders (2)
- Field review notes
- Input on punch list of outstanding and corrective items
- As-built drawings; dwg and pdf format



Fee Estimate

Client: City of Manteca

Consultant: Bennett Engineering Services

Project: Yosemite Avenue (Walnut Avenue to Main Street) Bike & Pedestrian Improvement Project

Date: October 14, 2025

	Principal Engineer	Engineer 8	Engineer 6	Engineer 5	Engineer 4	Engineer 1	Designer 6	BEN EN Subtotal		MISC. EXPENSES	TOTAL
	320.32 \$/hr	213.53 \$/hr	185.82 \$/hr	152.23 \$/hr	131.78 \$/hr	95.75 \$/hr	163.14 \$/hr	Qty	Cost		
Task 7 Construction Assistance											
7.1. Design Support During Construction	hrs	4 hrs	16 hrs	8 hrs	6 hrs	14 hrs	hrs	48 hrs	\$7,176.26	\$204.40	\$7,380.66
7.2. Field Review	4 hrs	4 hrs	14 hrs	hrs	hrs	6 hrs	hrs	28 hrs	\$5,311.38	\$0.00	\$5,311.38
7.3. Prepare As-Built Drawings	2 hrs	2 hrs	4 hrs	8 hrs	6 hrs	14 hrs	16 hrs	52 hrs	\$7,770.24	\$0.00	\$7,770.24
AMENDMENT TOTAL	6 hrs	10 hrs	34 hrs	16 hrs	12 hrs	34 hrs	16 hrs	128 hrs	\$20,257.88	\$204.40	\$20,462.28

Additional Fee Information

- ▶ This fee estimate is valid for 90 days from the date show above.
- ▶ This fee estimate contains an abbreviated list of staff classifications and does not restrict BEN|EN to those classifications. The Standard Rate Schedule with a full list of staff classifications is available upon request.
- ▶ This fee estimate contains an approximation of the breakdown between labor, expense, and consultants. BEN|EN reserves the rights to distribute funds differently based on project needs.
- ▶ Standard hourly rates do not apply to a demand to perform work during an overtime period. Work required to be performed during an overtime period (as mandated by California law) may be charged at a 50% premium. Work mandated by Prevailing Wage laws may be charged at a 25% premium.
- ▶ Hourly rates include all compensation for wages, salary-related benefits, overhead, general office administration, and profit. Direct project administrative hours will be billed at the rate shown above.
- ▶ Classifications may be added or removed as-needed without notice.
- ▶ Changes in the requested scope of work or projected schedule may result in the revision of the proposed fees and amendment to the total contract amount.
- ▶ Rates are subject to change annually effective July 1st.

INITIALS:






Amendment 1 02182026

Final Audit Report

2026-02-18

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