

**AMENDMENT NO. 2 TO THE AGREEMENT FOR
PROFESSIONAL SERVICES BETWEEN THE CITY OF
MANTECA AND DEWBERRY ENGINEERS, INC. FOR
THE PUBLIC FACILITIES IMPLEMENTATION PLAN
UPDATE**

This Amendment No. 2 (“Amendment 2”) to the Agreement (“Agreement”) between the City of Manteca and Dewberry Engineers, Inc., is made and entered into this _____ day of December 2025, by and between the City of Manteca, a public body, corporate and politic (“City”) and Dewberry Engineers, Inc., a California corporation (“Consultant”).

RECITALS

- A. On August 20, 2024, the City entered into the Agreement (City Contract Number C2024-149) with Consultant for the Public Facilities Implementation Plan (PFIP Update (“Update”); and
- B. On June 17, 2025, the City approved Amendment No. 1 to C2024-149 to extend the expected completion date to December 31, 2025, to allow for including additionally identified projects in the Update. Inclusion of the additional projects has stretched the schedule and more time is needed to complete the final report and outreach efforts; and
- C. City now desires to amend the Agreement to increase the not-to-exceed amount for Services under the Agreement and extend the term of the Agreement; and
- D. Consultant represents it has the necessary professional skills and experience to satisfactorily complete the remaining work for the Update within the increased amount for Services under the Agreement and new term; and

NOW THEREFORE, the parties hereby agree as follows:

- 1. Article 1. Scope of Services, of the Agreement is hereby amended as follows:

Delete:

“Consultant shall perform the Public Facilities Implementation Plan Update services described in the attached Attachment 1 that is incorporated by this reference, and pursuant to the Proposal submitted by Consultant dated July 12, 2024, and attached hereto as Attachment 2. Consultant shall provide these services at the time, place, and in the manner specified in Attachment 1, subject to the direction of the City through its staff that may be provided from time to time. Performance of the Public Facilities Implementation Plan Update services is sometimes referred to herein as "the Project.””

Replace with:

“Consultant shall perform the Public Facilities Implementation Plan Update services described in the proposal submitted by Consultant dated November 2025 that is incorporated by this reference and attached hereto as Attachment 1.

Consultant shall provide these services at the time, place, and in the manner specified in Attachment 1, subject to the direction of the City through its staff that may be provided from time to time. Performance of the Public Facilities Implementation Plan Update services is sometimes referred to herein as "the Project."

2. Article 3. Time of Performance, of the Agreement is hereby amended as follows:

Delete:

"All work shall be completed no later than December 31, 2025."

Replace with:

"All work shall be completed no later than June 30, 2026."

3. Article 4. Compensation, of the Agreement is hereby amended as follows:

Delete:

"Without additional authorization from the City, compensation paid to Consultant shall not exceed ONE HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED dollars (\$121,500.00). 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."

Replace with:

"Without additional authorization from the City, compensation paid to Consultant shall not exceed ONE HUNDRED FORTY-SEVEN THOUSAND TWO HUNDRED FIFTY dollars (\$147,250.00). 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."

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 NO. 2, each of the parties has caused this Amendment No. 2 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,
Interim City Manager

DEWBERRY ENGINEERS, INC.:



Dave Richard
Associate Vice President

ATTEST:

Cassandra Candini-Tilton,
Director of Legislative Services

COUNTERSIGNED:

NAME
Principal

COUNTERSIGNED:

Matt Boring,
Director of Finance

COUNTERSIGNED:

Stephanie VanSteyn,
Director of Human Resources

APPROVED AS TO FORM:

Kousha Mckeenejad,
Assistant City Attorney