

**AMENDMENT NO. 3 TO THE AGREEMENT FOR
PROFESSIONAL SERVICES BETWEEN THE
CITY OF MANTECA AND CAROLLO ENGINEERS, INC.**

This Amendment No. 3 (“Amendment”) to Agreement #C2023-136 (“Agreement”) between the City of Manteca and Carollo Engineers, Inc. is made and entered into this ___ day of _____, 20__, by and between Carollo Engineers, Inc., a Delaware corporation (“Consultant”) and the City of Manteca, a municipal corporation (“City”).

RECITALS

A. On November 6, 2023, the City of Manteca approved an Agreement with Consultant to provide professional services for the Design and Engineering services for the Wastewater Quality Control Facility (WQCF) Sludge Thickener & Dewatering Unit No. 3 System Design Project CIP 24006 & 24007.

B. On August 1, 2024, the City of Manteca executed Amendment #C2023-136-A1 to the Agreement with Consultant for expanded tasks and fee associated with design and environmental services.

C. On May 5, 2025, the City of Manteca executed Amendment #C2023-136-A2 to the Agreement with Consultant for expanded tasks and fee associated with providing engineering services during construction.

D. City now desires to amend the Agreement in order to expand the tasks and fee associated with providing engineering services during construction to be undertaken by the 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 #4”. Consultant shall perform up to \$400,00 of the services identified in Attachment 1 on a Time & Materials basis. All services exceeding \$400,00 shall be approved in writing by the City.

2. 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 **Four Hundred Thousand Dollars (\$400,000)** without additional authorization from the City. In no event shall total compensation for work performed pursuant to this Agreement and Amendments No. 1, No. 2, and No. 3 exceed **Three Million Ninety-Six Thousand Eight Hundred Eighteen Dollars (\$3,096,818)** 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.”

3. 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:

CONSULTANT:


Toni Lundgren
City Manager

Carollo Engineers, Inc. Delaware Corporation

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

ATTEST:

Cassandra Candini-Tilton,
Director of Legislative Services


By: 

(Signature)
Ryan Sellman, Vice President

(Type name and title)

COUNTERSIGNED:

Matthew Boring
Director of Finance

By: 

(Signature)
Katy Solem, Vice President

(Type name and title)

COUNTERSIGNED:

Stephanie Van Steyn,
Director of Human Resources

Address: 2520 Venture Oaks Way, Suite 400
Sacramento, CA 95833
Telephone: (916)565-4888

APPROVED AS TO FORM:

Andy Pinasco, Interim City Attorney

By: _____
Kousha Mckeenejad, Deputy City Attorney

ATTACHMENT 1

STATEMENT OF WORK AND ACTIVITIES #4

WQCF Sludge Thickener and Dewatering Unit No. 3 System Design Project

Amendment No. 3 February 4, 2026

Introduction

The City of Manteca (City) is implementing the WQCF Sludge Thickener and Dewatering Unit No. 3 Project (Project). Carollo Engineers (Consultant) is the design engineer for the Project. Construction of the Project is currently on schedule to be completed in July 2027. The purpose of this amendment is to estimate the additional engineering services during construction and construction management services anticipated to be completed through July 2027.

Specific services to be provided by Consultant are outlined herein.

Scope of Services

Task 5 – Engineering Service During Construction

5.1 Project Management

No changes.

5.2 Construction Meeting

Consultant will attend the following additional construction meetings based on the following assumptions:

- Weekly Construction Meetings – One Consultant team members will attend a total of 20 additional weekly construction meetings, for a total of 90 weekly construction meetings, via virtual telephone conference meetings. It is anticipated that all construction meetings will be 1-hour in duration.

5.3 Request for Information

For budgeting purposes, Consultant will respond to an additional 175 RFIs, for a total of 250 RFIs, assuming an average processing and review time of 4 hours per RFI. Note, the budget estimated for this task may be higher or lower depending on the final number of RFIs reviewed and the complexity of each RFI submitted by the Contractor.

5.4 Submittals

For budgeting purposes, Consultant will respond to additional 100 general submittals and 50 resubmittals, for a total of 200 general submittals and 100 resubmittals, assuming an average processing and review time of 6 hours per submittal and 3 hours per resubmittal. Note, the budget estimated for this task may be higher or lower depending on the final number of submittals/resubmittals reviewed and the completeness of each submittal/resubmittal submitted by the Contractor.

5.5 Site Observations

No changes.

5.6 Design Clarifications

Consultant will prepare an additional 10 design clarifications, for a total of 20 design clarifications, to clarify and/or change the intent of the contract documents at the request of the City. For budgeting purposes, Consultant assumes an average time of 10 hours are required to prepare each design clarification.

5.7 Change Order Requests

No changes.

5.8 Geotechnical Engineering Support Services

No changes.

5.9 Conformed Documents

No changes.

5.10 Programming Quote Coordination

Consultant will coordinate with the City's Programmer Telstar on providing project information to Telstar for them to develop a scope and fee for the programming modifications required to the existing plant PLC and SCADA system. Consultant will also review and provide comments on the programming scope.

5.11 Witness Factory Acceptance Testing

Consultant will attend and witness factory acceptance tests for the following:

- Rotary Drum Thickeners: For budgeting purposes, it is assumed the factory acceptance test will be in Port Angeles, WA and be one day in duration.
- MCC-E and MCC-Temp: Consultant will prepare a functional test script to verify individual bucket logic and wiring. For budgeting purposes, it is assumed the factory acceptance test will be in Sacramento, CA and be one day in duration.
- RIO-Temp: For budgeting purposes, it is assumed the factory acceptance test will be in Sacramento, CA and be one day in duration.
- CPNL-05-01A: For budgeting purposes, it is assumed the factory acceptance test will be in Sacramento, CA and be one day in duration.

Consultant will provide a written summary of each witnessed factory acceptance test.

5.12 Onsite Start-up and Commissioning Support

Consultant will provide the City with onsite start-up and commissioning assistance services on an as-requested basis. For budgeting purposes, Consultant assumes it will attend 10 site visits in person to observe start-up and commissioning activities for major process equipment. It is assumed an average time of 10 hours are required to perform each site visit. It is assumed that review of all start-up and commissioning submittals will be part of Task 5.4 - Submittals.

5.13 O&M Manual Updates

The City has an electronic Operations and Maintenance (O&M) Manual that is managed by Stantec. Consultant will prepare updates to the City's existing WQCF Operations and Maintenance (O&M) Manual to incorporate changes due to this Project as listed below.

- Home:
 - Provide PDF markups for the layout screen.
 - Provide PDF markups for Figure 2-2 WQCF Process Flow Diagram.
- Chapter 2 – Plant Process Overview:
 - Provide updated text in Word format the Sludge Thickening section on page 2.17.
 - Provide updated text in Word format for the Biosolids Dewatering Facilities section on page 2.19.
- Chapter 5 – Primary Sedimentation Basins:
 - Provide text edits regarding primary sludge being sent to sludge blending or the digesters on pages 5.2, 5.7, and 5.9.
- Chapter 8 – RAS/WAS Pump Stations:
 - Provide text edits regarding WAS being sent to sludge blending on pages 8.2, 8.7, and 8.11.
- Chapter 9 – Secondary Treatment Process Control:
 - Provide text edits regarding WAS being sent to sludge blending on page 9.5.
- Chapter 17 – Sludge Thickening:
 - Replace the entire chapter in similar format for the new Sludge Blend Tanks, RDT Facility, and Thickening Odor Control Facility, including plan figure, section figure, process section, operation and description, controls and instrumentation section, monitoring and maintenance section, shutdown/startup procedure section, and potential problems and troubleshooting section.
- Chapter 18 – Anaerobic Digesters:
 - Provide PDF markups for Figure 18-1 Plant Sludge Flow Schematic.
 - Provide text edits regarding thickened PS and WAS being sent to the digesters on pages 18.1, 18.2, 18.3, 18.16, 18.19, and 18.38.
- Chapter 19 – Mechanical Dewatering Facility:
 - Provide PDF markups for Figure 19-1 Dewatering System Schematic.
 - Provide new Figure 19-2 Mechanical Dewatering Facility Layout in PDF format.
 - Provide text edits throughout Chapter 19 regarding the dewatering system improvements.
- Chapter 23 – Electrical Supply and Distribution:
 - Provide updated description for MCC-E on page 23.7.
- Chapter 25 – Instrumentation and Controls:
 - Provide PDF markups for the Present State WQCF Network Block Diagram figure.

Consultant assumes this task does not include updating the actual electronic O&M Manual. Consultant will provide word documents and PDFs for the O&M updates that the City will use to then work with Stantec to update the electronic O&M manual.

5.14 Record Drawings

Consultant will prepare record drawings using Consultant's standard format to include changes made during the construction period after contract closeout. It is assumed that the Contractor and/or CM will maintain a current set of marked-up drawings detailing field changes and clarifications. Consultant will not be responsible for field measuring as-built conditions and will rely solely on the information provided by the Contractor as the basis for preparing the record drawings. Record drawings will be prepared using Consultant's standard format and will be provided to the City in both AutoCAD and PDF formats.

Consultant Deliverables for additional Task 5 scope:

- Attendance/teleconference and input at the construction meetings.
- RFI responses.
- Submittal review comments.
- Design clarifications.
- Comments on the programming scope.
- Written summary of witnessed factory acceptance tests.
- Electronic copy of the O&M Manual updates in Word format.
- Electronic copy of the record drawings in PDF format.
- Electronic copy of the record drawings in AutoCAD format.

Budget:

Table 1 presents the labor and budget estimates for this Amendment No. 3.

Assumptions:

The following assumptions were used in developing the additional Scope of Services:

- All assumptions listed in the original Contract and Amendments No. 1 and 2.
- Consultant is not responsible for completeness of City's Programmer scope and fee or performance of the programming work.
- The City is responsible for coordinating and costs of their own travel if they attend factory acceptance testing.
- Record drawings will be solely based on the information provided by the Contractor and the CM.
- Contractor will provide a single compiled set of mark ups to the drawings.
- Preparation of the record drawings will be initiated at the end of construction.

