

CITY OF STOCKTON
STANDARD AGREEMENT AMENDMENT

Agreement Number:	Amendment Number:
424000208	3

This Amendment Number 3 to the above referenced Agreement is entered into on _____ between the City of Stockton ("City") and Terraphase Engineering ("Contractor").

RECITALS

Exhibit C General Terms and Conditions, Paragraph 7 Changes, states the City may modify the scope of services and any material extension or change in the scope shall be memorialized in a written amendment prior to the performance of additional work; and

Exhibit C General Terms and Conditions, Paragraph 8 Amendment, states no variation of the terms of this Agreement shall be valid unless an Amendment is made in writing and signed by both parties; and

The City needs to increase the budget to account for an increased level of environmental site investigation as required by the Water Board, and the cost associated with conducting the field work, where Terraphase Engineering is the designated consultant on this project.

Now therefore, the City and the Contractor mutually agree as follows:

1. The maximum not to exceed amount in Paragraph 3 of the Standard Agreement is increased by \$179,750.80 to: \$359,961.80
2. Exhibit E is amended to be revised, as outlined in Exhibit E.1

All other terms and conditions of the Agreement shall remain unchanged and remain in full force and effect unless modified by a written amendment signed by both parties.

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

Terraphase Engineering

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

A. Chakrabarti

5/13/25

Authorized Signature

Date

Arbab Chakrabarti, Principal Engineer

Printed Name and Title of Person Signing

1300 Clay Street, Suite 1000, Oakland, CA 94612

Address

CITY OF STOCKTON

Steve Colangelo, Interim City Manager

Date

ATTEST:

Katherine Roland, CMC, CPMC, City Clerk

APPROVED AS TO FORM:

Lori M. Asuncion, City Attorney

BY:

EXHIBIT E.1 COMPENSATION SCHEDULE

The following sections of Exhibit E under Contract 424000208 are amended as follows:

1. **Project Price**

1.1 The maximum the Contractor shall be paid on this Agreement is **\$359,961.80** (hereafter the “not to exceed” amount). The “not to exceed” amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

2. **Task Price**. Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement.

Task	Description	Task Price
1	Review of Project Documents	\$15,380
2	Agency Meetings and Communication	\$20,340
3	LUST Claim	---
4	Additional Characterization Work Plan	\$6,055
5	Additional Characterization Field Work	\$231,818
6	Site Characterization and CSM Update Report	\$22,644
7	Closure Report	\$19,722
8	Project Management	\$20,821
9	Contingency Field Budget	\$23,181.80
	TOTAL PRICE	359,961.80

3. **Hourly Rates**. The following is a list of hourly billable rates that Contractor shall apply for additional services requested of the Contractor. Contractor shall be compensated based on the hourly rates set forth below, on a time and material basis for those services that are within the general scope of services of this Agreement, but beyond the description of services required under Exhibit A, and all services are reasonably necessary to complete the standards of performance required by this Agreement. Any changes and related fees shall be mutually agreed upon between the parties by a written amendment to this Agreement.

Hourly Billable Rate Schedule

Title	Role on Project	Hourly Billable Rates
Program Director	Senior Principal	\$236.30
Program Specialist	Senior Associate	\$236.30
Project Manager	Associate	\$204.00

Project Professional	Project	\$178.50
Project Associate	Senior Staff I	\$134.30
Project Assistant	Staff II	\$116.45
Administrative Assist/Clerical	Admin, Project Assist/Billing Specialist	\$80.25

Deliverables or services will be implemented only at request of City of Stockton and will be completed in accordance with our existing contract