

**CITY OF STOCKTON  
STANDARD AGREEMENT AMENDMENT**

<b>Agreement Number:</b>	<b>Amendment Number:</b>
422000713	1

This Amendment Number 1 (insert amendment #) to the above referenced Agreement is entered into on May 13, 2022, between the City of Stockton ("City") and Luhdorff & Scalmanini Consulting Engineers "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 Compensation, Not to Exceed amount in Paragraph 3 of the Standard Agreement and Exhibit E, Section 1.1, by \$52,250 to pay for the Contractor additional scope of services requested; and

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

1.The termination date in Paragraph 2 of the Standard Agreement is amended to: December 31, 2023.

2.The maximum not to exceed amount to be paid to the Contractor, including if authorized, reimbursement of expenses, in Paragraph 3 of the Standard Agreement and Exhibit E, Section 1.1, will now read as follows:

1.1 "The maximum the Contractor shall be paid on this Agreement is \$117,890 (hereafter the "not to exceed" amount). The "not to exceed" amount includes City approved reimbursable expenses, if any, and all payments to be made pursuant to this Agreement's sum for the initial term and extended term. 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.

Initial Term the maximum not to exceed amount is December 31, 2022.

Extended Term the maximum not to exceed amount is December 31, 2023

Total maximum compensation to be paid to the Contractor under this Agreement for the initial term and the extended term shall not exceed \$117,890.

\*The maximum not to exceed amount in Paragraph 3 of the Standard Agreement and Exhibit E, Section 1.1, is amended to: \$117,890

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**

Luhdorff & Scalmanini Consulting Engineers, Inc.  
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.):

William L. Halligen 1-23-2023  
Authorized Signature Date

William L. Halligen President  
Printed Name and Title of Person Signing

500 First St Woodland CA 95695  
Address

**CITY OF STOCKTON**

\_\_\_\_\_  
Harry Black, City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:  
Lori M. Asuncion, City Attorney

BY: \_\_\_\_\_