

CITY OF STOCKTON
PROFESSIONAL SERVICES CONTRACT AMENDMENT

Contract Number:	Amendment Number:
419000071	3

This Amendment Number 3 to the above referenced Contract is entered into on _____, between the City of Stockton ("City") and **Kjeldsen, Sinnock & Neudeck, Inc.** ("Consultant") for the **Mormon Slough Sanitary Sewer Line Rehabilitation, Project No. UW18030.**

RECITALS

Section 10, Contract Amendments, states that the Professional Services Contract may be amended only by written instrument signed by Consultant and City; and

Section 5, Schedule and Term, states that the Professional Services Contract shall expire on December 12, 2025; and

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

The City needs to Increase the Compensation, not to exceed amount in **Section 2** of the Professional Services Contract and **Exhibit A**, by **\$92,000** to pay the Consultant for additional services; and

1. The termination date in **Section 5** of the Professional Services Contract is amended to: June 30, 2027.
2. The maximum not to exceed amount to be paid to the Consultant, including if authorized, reimbursement of expenses, in **Section 2** of the Professional Services Contract and **Exhibit A**, will now read as follows:

The maximum not to exceed amount in **Section 2** of the Professional Services Contract and **Exhibit A**, is amended to: **\$370,772.14**.

3. City shall pay Consultant for additional changes in scope outlined in **Exhibit A**.

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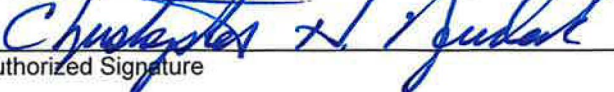
All other terms and conditions of the Contract shall remain unchanged and remain in full force and effect unless modified by a written amendment signed by both parties.

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

CONSULTANT

Kjeldson, Sinnock, & Neudeck, Inc.

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


Authorized Signature

10/14/2025

Date

Christopher H. Neudeck, President

Printed Name and Title of Person Signing

711 N. Pershing Avenue, Stockton, CA 95203

Address

CITY OF STOCKTON

Johnny Ford, City Manager

Date

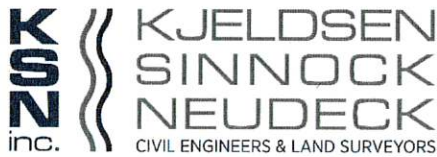
ATTEST:

Katherine Roland, CMC, CPMC, City Clerk

APPROVED AS TO FORM:

Lori M. Asuncion, City Attorney

BY:



Stephen K. Sinnock, P.E.
Christopher H. Neudeck, P.E.
Neal T. Colwell, P.E.
Barry O'Regan, P.E.

2406-0010
02-900

August 13, 2024
Revised August 15, 2024
Revised June 13, 2025

Gerado Avila, Consultant Project Manager
City of Stockton – Public Works Department
22 E. Weber Avenue, Room 301
Stockton, CA 95202

Re: Mormon Slough Sanitary Sewer Line Rehabilitation (Project No. M18030)
Request for Amendment No. 3

Dear Gerado,

Kjeldsen, Sinnock & Neudeck, Inc. (KSN) entered into a contract with the City of Stockton (City) on April 17, 2019, for engineering services for the referenced project. The term of the original contract expired on April 30, 2021.

Amendment No. 1 was executed on February 25, 2021, which extended the term of the contract to April 30, 2022, and amended the scope of work to include an Initial Study, a placeholder for permitting, the design of the extension of the downstream end of the sanitary sewer line to Anderson Street, and a limited geotechnical evaluation.

Amendment No. 2 was executed on April 28, 2022, which extended the term of the contract to December 31, 2025, and amended the scope of work to include additional permitting, the design of the sanitary sewer line from Anderson Street to Worth Street, and an additional geotechnical evaluation. The original contract and existing amendments are summarized below in Table 1.

Table 1 - Contract Summary

Description	Execution Date	Expiration Date	Amount
Original Contract	4/17/2019	4/30/2021	\$123,999.97
Amendment No. 1	2/25/2021	4/30/2022	\$81,386.17
Amendment No. 2	4/28/2022	12/31/2025	\$73,386.00
Total:			\$278,772.14

The current status of the contract is summarized below in Table 2.



Table 2 - Current Contract Status (as of 6/13/2025)

Task No.	Task Name	Contract Amount	Billed To Date	Remaining Budget	Estimated Cost to Complete		
					with no contingency	with 10% contingency	with 15% contingency
1	Background Research	\$36,656	\$36,628	\$28	\$0	\$0	\$0
2	Environmental Services	\$79,837	\$92,379	(\$12,542)	\$10,000	\$11,000	\$11,500
3	Plans, Specifications and Estimates	\$108,851	\$140,381	(\$31,530)	\$30,000	\$33,000	\$34,500
4	Public Outreach	\$0	\$0	\$0	\$0	\$0	\$0
5	Project Coordination and Meetings	\$11,978	\$14,413	(\$2,435)	\$4,000	\$4,400	\$4,600
6	Design Support During Construction	\$24,796	\$0	\$24,796	\$29,000	\$31,900	\$33,350
7	As-Built Drawings	\$3,004	\$0	\$3,004	\$4,000	\$4,400	\$4,600
8	Preserving/Perpetuating Survey Monuments	\$8,712	\$0	\$8,712	\$10,000	\$11,000	\$11,500
9	Right of Entry	\$4,938	\$957	\$3,981	\$5,000	\$5,500	\$5,750
	Less Per Agreement – ENGEO, Inc.	\$0	(\$5,995)	\$5,995	\$0	\$0	\$0
Totals:		\$278,772	\$278,762	\$10	\$92,000	\$101,200	\$105,800

As previously discussed, we have experienced major postponements throughout the project that have transformed the project from a two-year term to a seven-year term. As a result, KSN's budget has been impacted by inefficiencies and rising labor costs. Currently, there is \$10 remaining in our budget as shown above in Table 2. However, there are still remaining design services yet to be performed including final permitting and the 100 percent design submittal. Furthermore, all of the services during construction such as design support and as-built drawings have yet to occur.

As shown in Table 2 above, KSN estimates the cost to complete the project to be \$92,000. Based on previous conversations we've had regarding our amendment request, we've also added columns to Table 2 that include 10 percent and 15 percent contingency. Altogether, the estimate cost to complete the project ranges from \$92,000 to \$105,800. KSN hereby respectfully requests negotiations of Amendment No. 3 to continue using this range as a basis. Also, Amendment No. 3 will need to include an extension of the contract term given that our current contract expires on December 31, 2025.

Please don't hesitate to contact me with any questions or comments, and we look forward to continuing this negotiation. Thank you for your consideration of this request.

Sincerely,
KJELDSSEN, SINNOCK & NEUDECK, INC.

Erik E. Almaas, P.E.
Project Manager