

CITY OF STOCKTON
PROFESSIONAL SERVICES CONTRACT AMENDMENT

Contract Number:	Amendment Number:
422000450	5

This Amendment Number 5 to the above referenced Professional Services Contract, is entered into on _____, between the City of Stockton ("City") and **GRIFFIN STRUCTURES, INC.** ("Consultant") for the CONSTRUCTION MANAGEMENT FOR THE NEW CITY HALL RENOVATIONS AND RELOCATION, Project No. E016015.

RECITALS

Section 11, Contract Amendments, states that the Professional Services Contract may be amended only by written instrument signed by Consultant and City; and

The City needs to increase the Compensation, not to exceed amount in **Section 2** of the Professional Services Contract and **Exhibit B**, by **\$442,565**, to pay for the Consultant for additional services; and

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

1. 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 B**, will now read as follows:

"The maximum not to exceed amount in **Section 2** of the Professional Services Contract and **Exhibit B**, is amended to **\$2,191,761.**"

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

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

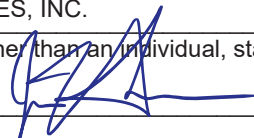
IN WITNESS WHEREOF, the authorized parties have executed this Contract.

CONSULTANT

GRIFFIN STRUCTURES, INC.

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

Authorized Signature



Date

Jon Hughes, President

10/30/2024

Printed Name and Title of Person Signing

1 Technology Dr. suite i829, Irvine CA 92694

Address

CITY OF STOCKTON

Harry Black, City Manager

Date

ATTEST:

Katherine Roland, CMC, CPMC, Interim City Clerk

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

BY:



GRIFFIN STRUCTURES AMENDMENT 05 – EXTENSION OF SCHEDULE AND MISC. SERVICES

NEW CITY HALL RENOVATION PROJECT CITY OF STOCKTON

10/25/2024

Griffin Structures' Fee Proposal is based on all reasonable costs necessary to perform additional construction management services, special inspections and testing, and enhanced scheduling services for the City of Stockton's New City Hall Renovation Project. For these requisite services, Griffin Structures proposes the following Time & Materials Not to Exceed Fee:

Construction Management	\$	399,023
Scheduling Services	\$	21,160
Special Inspections and Testing	\$	18,000
Insurance Expense	\$	4,382
Total	\$	442,565

All proposed hourly rates are fully burdened and include overhead profit, taxes, and benefits. The hours identified for each individual employee and task are estimates only and are not to be construed as not to exceed hours for any individual task, phase, or time-period. **We reserve the right to reallocate hours between staff members and tasks to accomplish the overall objectives and requirements of the project.**

SCOPE OF SERVICES

As of the issuance of Amendment 04, the project was anticipated to be completed by April of 2025. Due to changes in scope and unforeseen circumstances, the project is now expected to reach substantial completion in May of 2025, with closeout occurring in June of 2025. This results in a total schedule extension of 3 months of Construction Management. Additionally, this adds an additional full-time construction manager and adds a once per month on-site scheduling review.

Due to the added scope and the contractor's prosecution of work, additional Special Inspections and Testing are also required for a total of \$18,000 including the added fire stopping inspection.

Approach to Staffing & Project Team

Robert Godrey will continue to support the project as Project Executive.

Hernan Munayco will remain as the on-site Sr. Construction Manager.

Andrew Simmons will be added as a Construction Manager.

Qualifications & Exclusions

1. Hourly rates are valid through December 31st, 2025 and will escalate by CPI annually thereafter.
2. Insurance costs are included as a reimbursable expense and will be billed monthly at the rate of \$10 per \$1,000.
3. On-site trailer rental, furniture, utilities, and sanitary facilities for our field staff (Project Management team) are excluded. We assume that offices will be provided as part of the construction site trailer(s) being provided by the City's contractor.
4. Costs for all permits required for the project are excluded. It is assumed that the Agency will pay for all permitting fees, assessments, easements, school fees, and other agency or governmental fees or costs to support the design and construction the project. We have not included any permit related fees within our fee proposal. Permits will be pulled by others.
5. At no cost to the Owner, and subject to Internal Revenue Code 179D, (Deduction for Energy Efficient Commercial Buildings) Owner agrees to allocate any applicable tax deductions to construction manager (Griffin Structures) as may be relevant to 'public entity' projects.
6. Costs for construction staking, environmental and hazardous materials surveys, and all environmental and hazardous materials transportation and remediation costs are excluded.
7. Software licenses or user fees and all software training costs for specific project management software being required by either the Agency or their contractor(s) is excluded.
8. Cost of bulk blueprinting for plans and specifications for use by the contractors and subcontractors is excluded. Funds included in reimbursable expenses are for Griffin printing costs alone.
9. Independent or third-party testing companies such as Roofing, Peer Reviews, LEED, or other specialized third-party oversight services other than those listed herein are excluded.
10. Commissioning requirements required by Cal Green (Title 24) are excluded. Griffin will manage the commissioning process, but we have not included a commissioning agent, nor development of commissioning specifications.
11. No FF&E or OS&E procurement is included in this proposal. Griffin will help the City facilitate planning FF&E working with the facility operator and help the City identify a procurement strategy.
12. Construction Site Security is excluded.

13. Construction Manager will review all RFIs, Submittals, and Substitutions only for completeness, approvals to be executed by the designer of record.
14. This proposal does not include a formal independent Inspector of Record (IOR); it is assumed that any Building Department inspections will be performed by the State of California inspections staff. As part of discovery, Griffin will review inspection records and be present for future inspections as the City's liaison.
15. Construction Cost Estimates, when provided, are based on standard industry practice, professional experience, and knowledge of market conditions. Griffin has no control over material and labor costs, or contractor's methods of establishing prices or the market and bidding conditions at the time of bid. Therefore, Griffin does not guarantee that bids received will not vary from the cost estimate provided and Griffin is not liable for any costs, liabilities, or damages incurred by the Agency arising from Griffin's opinion of cost, the actual project cost to the Agency, delays caused by events outside the control of Griffin, or any labor or material cost increases.
16. Griffin is not responsible for, and the City will hold Griffin harmless from, any schedule delays and/or any losses, damages, or liabilities resulting therefrom that are caused by (1) events or conditions that are outside of Griffin's control or (2) the acts or omissions of parties for whom Griffin is not legally liable (collectively, "Non-Consultant Delays"). The schedule for completion will be extended for any Non-Consultant Delays. If Griffin incurs additional costs or expenses due to Non-Consultant Delays, then Griffin's fee compensation will be equitably adjusted to cover such additional costs or expenses.
17. CASp review and inspection services are excluded.
18. Dry utility coordination services are not included. Griffin will review the current status of utility procurement and advise the City on status and any needs identified.