

CITY OF STOCKTON
PROFESSIONAL SERVICES CONTRACT AMENDMENT

Contract Number:	Amendment Number:
419000060	7

This **Amendment Number 7** to the above referenced Contract is entered into on _____, between the City of Stockton ("City") and **ARCHITECTURAL NEXUS, INC.** ("Consultant") for the **NORTHEAST STOCKTON LIBRARY AND RECREATION CENTER, PROJECT NO. CL17024 (formerly PW1724)**.

RECITALS

Section 11, 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 31, 2025**; and

The City needs to increase the Compensation, not to exceed amount in **Section 2** of the Professional Services Contract and **Exhibit A**, by **\$998,640.00** to pay the Consultant for additional services; and

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

1. The termination date in **Section 5** of the Professional Services Contract is amended to: **March 31, 2026**.
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 **\$2,797,710.50**."
3. City shall pay Consultant for additional changes in scope outlined in **Exhibit A**.

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

Architectural Nexus, Inc.

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

 Authorized Signature

 Date

 Printed Name and Title of Person Signing

930 R Street, Sacramento, CA 95811

 Address

CITY OF STOCKTON

 Harry Black, City Manager

 Date

ATTEST:

 Katherine Roland, CMC, CPMC, City Clerk

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

BY: _____



ARCHITECTURAL NEXUS, Inc
archnexus.com

ATTACHMENT B
Exhibit A

SALT LAKE CITY

2505 East Parleys Way
Salt Lake City, Utah 84109
T 801.924.5000

SACRAMENTO

930 R Street
Sacramento, California 95811
T 916.443.5911

To: Even Marcelo
Re: NE Stockton Library and Recreation Center
Add Scope: 2024 Construction Administration (CA) Extension #3
Revision 2 (Reduction)

~~March 26, 2024~~ November 19, 2024

Even,

As discussed, we are providing this proposal for extended construction administration to complete this project.

2024 Construction Administration Extension

In order to resume construction activities, we will need to resume our construction administration efforts. We have assumed worst case scenario with a continuation of the level of service required before the stop work order. As such we have included additional hours to cover the scope over what we would consider standard of care for construction administration. A summary of these additional tasks is:

1. Multiple responses to the same RFI.
2. Additional Submittal reviews due to lack of completion, multiple revise and resubmits, submitted out of sequence items, change in subcontractors, Changes in previously reviewed products, etc.
3. Additional meeting time with both Owner and Contractor. Lengthier OAC meetings, multiple calls with Owner and/or CM per day to address issues, research concerns and provide coordination and responses, additional field time.
4. Coordination on increasing quantity of issues in field, multiplying in both complexity and severity.
5. Additional field visits requests: ~~(2) additional field observations, outside of the OAC architectural team will be on site twice monthly, once for the OAC and one (1) additional trip a week later, in addition to this (1) punch list visit is included in this proposal. (1) engineering discipline is included in each of the (2) field observations~~ Engineering disciplines will be scheduled during the above field visits as requested but not to exceed once a month.
6. The delay due to the stop work may lead to specified items being obsolete, which will require research for replacement or review of substitution requests or both. This will mainly be in regards to FF&E items and finishes but could extend to any system equipment.
7. Much of the site will have lost compaction and need to be reworked and the weed growth dealt with. The civil engineer will have to collaborate with the Owner's consultant Kleinfelder for this rework.
8. Additional scope from the vandalism and subsequent fire will require review and approval of remediation work materials, details, submittals and LEED documentation that the Contractor will propose and perform. We will review compliance of this work to the contract documents only.
9. The duration for which the work stayed exposed as well as a change in subcontractors has resulted in some additional detailing and consulting. These changes may ultimately result in a need for updated drawings, resubmittals and/or LEED changes with the contractor's consultant.

The efforts above are calculated at our 2024 billing rate; billing rate schedule is attached as Exhibit A.

Exhibit B for scope and fee breakdowns are attached for your review.

Our previous monthly cost was \$50,480 and we took that times 18 total months to equal \$908,640 for the duration. The additional scope requested at start-up detailed above adds \$90,000 to this total for a total of \$998,640. We are proposing this as an hourly not to exceed so you have flexibility based on the stop work outcomes. The official dates this proposal covers is September 18, 2024 to March 18, 2026.

Per our conversation on 11/22/2024 we agreed to provide the following cost reduction options:

- A. Reduction of \$160,440 to align with approved building completion date of December 12, 2025.
 - o Calculates as \$50,480 x 3 months + 10% of the \$90,000 add for #8 and 9 above amending the compensation breakdown and dates above.
- B. Reduction of \$47,800 to reduce the number of trips to once a month with the engineer's joining for half of that time or every other month.
 - o This amends #5 above.

C. Total compensation breaks down as follows:

- **A only: \$838,200**
- **B only: \$950,840**
- **A & B: \$790,400**

Any travel reimbursements necessary for this scope will be billed under the total not to exceed amount of expenses within the original contract and will not increase the total not to exceed dollar value for reimbursables.

Fees remaining for existing Tasks, Amendments and Add Scopes:

We wanted to further note that a few of the task items we have open dollar amounts on will need to remain available. We have attached the last invoice for reference. The key items are:

- Task 6 LEED Certification:
 - Within this Task: Fee to complete base scope submission.
 - In CA Extension Task above: hours to address deviations due to product change, review remediation work and/or track down any documents that may arise from the stop work.
- Amendment #1 FF&E:
 - Within this Task: Fee to complete/supervise purchasing and supervise delivery and/or install.
 - In CA Extension Task above: Review of current specifications, suggestions for replacements, update of drawings to reflect.
- Amendment #1 PV:
 - Within this Task: Fee to punch list install.
 - In CA Extension Task above: See bullet point 6 above.
- AS-4 Court & Shade Canopies:
 - Within this Task: Fee to punch list install.
 - In CA Extension Task above: See bullet point 6 above.
- AS-6 Owner Changes
 - Within this Task: Fee to punch list install.
 - In CA Extension Task above: See bullet point 6 above.
- Add Scope 7-CA Ext 2:
 - Within this Task: Continue hourly support during stop work order, compile a conformance set of drawings and specification, gather logs, punch lists, and field observations to restart work. Utilize this fee first before moving into 2024 CA Extension Task above.
 - In CA Extension Task above: Move to this task once this fee is depleted.
- Expenses:
 - This category includes all expenses associated with all tasks, mainly including drives to the site for site observations and/or meetings.

Thanks,



Kelly Schreihofner, ACHA
Principal

Attachments:

- Exhibit A: 2024 Hourly Rates
- Exhibit B: Scope and fee breakdown
- Exhibit C: Invoice # 27010



ATTACHMENT B
Exhibit A

ARCHITECTURAL NEXUS, Inc
archnexus.com

SALT LAKE CITY

2505 East Parleys Way
Salt Lake City, Utah 84109
T 801.924.5000

SACRAMENTO

930 R Street
Sacramento, California 95811
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Architectural Nexus, Inc.-California Hourly Billing Rates
Effective 6/1/2024

<u>Position</u>	<u>Rate</u>
Sr. Principal Architect	\$360.00
Sr. Principal Medical Planner	\$360.00
Principal Lab Planner	\$275.00
Principal Architect	\$275.00
Principal Graphic Designer	\$275.00
Sr. Project Manager	\$235.00
BIM Manager	\$205.00
Sr. Project Architect	\$210.00
Sr. Energy Analyst	\$195.00
Sr. Graphic Designer	\$200.00
Sr. Interior Designer	\$175.00
Sr. Landscape Architect	\$215.00
Project Manager	\$190.00
Project Architect	\$175.00
Landscape Architect	\$150.00
Job Captain	\$150.00
Administration	\$145.00
Energy Analyst	\$165.00
Interior Designer	\$135.00
Design Professional	\$125.00
Graphic Designer	\$140.00
Production	\$100.00
Clerical	\$120.00
Intern Architect	\$95.00

