

**AMENDMENT TO
PROFESSIONAL SERVICES MASTER CONTRACT
FOR
DESIGN, GEOTECHNICAL TESTING, PLAN REVIEW, AND SURVEYING SERVICES
WATER FIELD OFFICE TENANT IMPROVEMENTS (Project No. M14014)**

This Amendment to Design, Geotechnical Testing, Plan Review, and Surveying Services is made and entered into on _____ by and between the City of Stockton, a municipal corporation, hereinafter referred to as "CITY," and WMB Architects, Inc. hereinafter referred to as "FIRM," to provide CITY design plans and specifications, pre-design report, bidding assistance, and construction administration assistance.

WITNESSETH:

WHEREAS, CITY and FIRM entered into a Professional Services Master Contract for Design, Geotechnical Testing, Plan Review, and Surveying Services on _____, as part of a vendor pool and desire to amend said Contract by specifying FIRM to provide preparation of plans and specifications, pre-design report, bidding assistance, and construction administration assistance.

NOW, THEREFORE, in consideration of these premises and the following terms and conditions, the parties hereto agree as follows:

1. Section 1, Scope of Services is hereby amended to include design plans. Specifications and construction estimates as per Exhibit "A", attached hereto and by reference made a part hereof.

2. Section 2, Compensation is hereby amended in the amount of \$72,000 to include Exhibit "A."

3. Section 3, Schedule for Completion is hereby amended to include Exhibit "A."

4. Section 10, Notices is hereby amended to provide that FIRM shall notify the City of Stockton Municipal Utilities Department, C. Mel Lytle, Ph.D., Director, on all matters related to the work.

5. Section 13, Insurance requirements are hereby amended to the current insurance requirements set forth in Exhibit B, attached hereto and incorporated by this reference. Firm shall not commence any work before obtaining, and shall maintain in

force at all times during the duration and performance of this Contract the policies of insurance specified in Exhibit B.

6. Section 14, Indemnification is hereby amended to the following: The Firm shall defend, indemnify, and hold harmless City, its officers, employees, and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, to the extent caused by proven negligence of the Firm, any Sub-consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

7. All other terms and conditions of the Contract not expressly amended by this document shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to Contract to be executed on the date and year first written above.

ATTEST:

CITY OF STOCKTON, a municipal
corporation

BONNIE PAIGE
City Clerk of the City of Stockton

By: _____
KURT O. WILSON
Interim City Manager

APPROVED AS TO FORM:

"FIRM"

JOHN LUEBBERKE
CITY ATTORNEY

WMB ARCHITECTS, INC

By: _____
City Attorney

By:  _____

Title: PROBIDIT / WMB

EXHIBIT A

The scope of services for this project has been developed with our understanding of the project and with the goal to prepare the Pre-Design Report, schematic design, design development and construction documentation.

Phase1 Needs Assessment Development/Survey

Survey and prepare base floor and site plan for an approximately 5,000 square foot building including utility research based on field verification and information provided by the City.

- Develop an initial outline Needs Assessment Survey based on the City's due diligence work and our understanding of the project.
- Conduct detailed program meeting (1) with City Project Manager and other stakeholders for each space and site development.
- Develop written Needs Assessment Survey to identify specific elements for each space covering interior design finishes, cabinetry, equipment types and layout, electrical power, lighting, controls, security systems, mechanical plumbing fixtures, ventilation, door hardware keying, signage interface requirements and entry/front desk controls/equipment. To serve as Pre-Design Report (PDR).
- E-mail Pre-Design Report to Client for review and comment.
- Revise and finalize Pre-Design Report for development of schematic design.

Phase 2 Schematic Design

Develop initial schematic design (2 concepts), including site and floor plans, exterior elevations, and building system concepts.

- Develop schematic design / engineering and landscape system options with consultant team.
- Prepare initial schematic cost estimate for each concept.
- Review meeting with City Project Manager to present both options.
- Update schematic design and building systems with plan and cost estimate review modifications based on City's selection of approved design option.
- Prepare final schematic design documentation:
 - Floor Plans
 - Exterior elevations (4)
 - Roof Plan
 - Written system descriptions for structural, mechanical and electrical building systems
 - Mechanical Floor Plans / Initial system sizing
- Review meeting with City Project Manager for schematic design approval and to present initial interior finishes options.

Phase 3 Design Development

- Prepare design development documents to fix and describe the size and character of the entire project based on requirements of the PDR.
- Prepare interior design finishes and furnishings selections. Two (2) meetings with Client included for review and development/selection of finishes and furnishings schemes.
- Review meetings with Client for development of all building systems and conformance with PDR - include cut-sheets of proposed fixtures and equipment.
- Prepare design development documents for all building systems. Drawings to represent 50% completion of system documentation. Provide key details, systems and equipment selection cut-sheets needed for accurate cost estimating.
- Develop outline specifications.
- Develop 50% level documentation cost estimate.
- Review design development documentation and cost estimate with City Project Manager.

Phase 4 Construction Documents

- Based upon the approved design development documents and cost estimate, develop working drawings, specifications and calculations as required for obtaining the building permit, and for bidding and constructing the building.
- Review meeting (1) with City Project Manager to finalize interior finishes selections and furnishing selections and finishes.
- Review meeting (1) with City Project Manager to finalize outstanding equipment and building systems selection issues.
- 90% document review with the City Project Manager and key stakeholders.
- Finalize 100% construction drawings, specifications and calculations for City Council approval, Building Department submission and bidding.

Phase 5 Plan Review | Permitting

- Prepare construction document drawings, specifications and calculations required for Building Department and other agency permit submittals. Submittals will be made to City of Stockton.
- Provide back check documentation as required to secure the Building and agency permits.

Phase 6 Bidding

- Provide assistance to City staff during bid process including: attendance at pre-bid meeting, assist City in responding to bid questions, and issue addenda as required.
- Assist City in review of submitted bids.

Phase 7 Construction Administration

- 4 construction site meetings with architect – assume 3 months construction timeframe- 4 meetings provided in proposal.
- 1 site visit for mechanical, electrical and structural engineer.
- Process and document as required General Contractor's Requests for Information (RFI's).
- Process product submittals and shop drawings.
- Review and evaluate substitutions to products and equipment submitted by the General Contractor.
- For RFI, submittal and substitution review and processing, this proposal assumes 3 hours per week Principal time. (in addition to construction meetings and punch list services) Administration services required for this work that exceed 20% of the aggregate hours provided in this proposal will be invoiced as additional services.
- General Contractor payment request and progressive lien waiver review. Sub-contractor lien waiver documentation and verification responsibility of the General Contractor.
- Punch-list site and building evaluation at substantial completion. Develop punch list of items for correction. Follow-up site and building evaluation of punch list items at final completion.

We also recognize that the preliminary floor plan will require further development and modification, and that the following requirements will need to be addressed:

1. Magnetic White Boards in area for notes and notices (can be in hallway, against wall, etc.)
2. Oven/ stove/ refrigerator and microwave ovens in the kitchen area while allowing for adequate counter space
3. Adequate cabinet storage
4. Minimum 2 toilets and 2 urinals for men (exceeding the number required by code)
5. Existing SCADA office must stay
6. Three offices for Construction, Maintenance and Customer Service crews with a minimum size of 12' x 14'
7. Supervisor office with a minimum size of 12' x 12'
8. Men's locker area must be able to house individual lockers for 40 employees and an area to house uniforms for each employee (similar to what exists now in the men's locker area)
9. One shower for men and one for women are acceptable.
10. Work station area is not needed (each crew office will need room for two desks with two computers)
11. A designated copy room (with storage for office supplies, etc.) is preferred
12. Office staff only needs two desks with computers (not 3)
13. Men's locker area shall have room for a bench similar to the existing locker area.
14. A more significant façade improvement is preferred.

TOTAL DESIGN COST							
	WMB	Allowance	Scheffo	HCS	N.A.	Allowance	Totals
Phase of Work	Architect	Structural	Mechanical	Electrical	Civil	Landscape	By Phase
PROGRAMMING AND SCHEMATIC DESIGN	\$ 6,425		\$ 1,000	\$ 1,100			\$ 8,525
DESIGN DEVELOPMENT	\$ 9,155		\$ 1,500	\$ 1,600			\$ 12,255
CONSTRUCTION DOCUMENTS	\$ 18,045		\$ 3,400	\$ 3,500			\$ 24,945
BUILDING DEPARTMENT	\$ 2,950		\$ 500	\$ 500			\$ 3,950
BIDDING/NEGOTIATION	\$ 4,400		\$ 500	\$ 500			\$ 5,400
CONSTRUCTION ADMINISTRATION	\$ 6,425		\$ 1,500	\$ 1,800			\$ 9,725
SUBTOTAL	\$ 47,400		\$ 8,400	\$ 9,000	\$ -		\$ 64,800
ALLOWANCE		\$ 3,500				\$ 1,500	\$ 5,000
ESTIMATED REIMBURSABLES	\$ 1,500	\$ 100	\$ 250	\$ 250	\$ -	\$ 100	\$ 2,200
TOTAL DESIGN COST	\$48,900	\$ 3,600	\$ 8,650	\$ 9,250	\$ -	\$ 1,600	\$ 72,000

Project Schedule

	Mar	Apr	May	Jun	Jul	Aug
SCHEMATIC DESIGN						
Program meeting (kick off meeting);WMB data collection						
City review/feedback/approval of Pre-dDesign Report (PDR)						
Schematic design alternatives (2):schematic cost estimates						
Meeting; Presentation of schematic design alternatives						
Develop final schematic design (plans & cost estimates)						
Final review meeting - approval;initial interior finishes options						
DESIGN DEVELOPMENT						
Develop design documents						
Consultant team meetings						
Develop interior finishes design						
City review meeting; present interior design finishes						
Prepare 50% documentation (plans/specifications/cost estimate)						
City review meeting - approval						
CONSTRUCTION DOCUMENTS						
Develop construction documents						
Consultant team meetings						
Finalize interior finishes						
City review meeting						
Prepare 90% documentation (plans/specifications/cost estimate)						
90% City review and internal coordination						
Prepare 100% documents						
100% documents developed to City (plans/specs/cost estimate)						

EXHIBIT B

INSURANCE REQUIREMENTS
CONSULTANT

CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, volunteers, or employees.

1. **INSURANCE** Throughout the life of this Contract, the Consultant shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:
 - A. **AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with the following limits of liability: Bodily Injury \$250,000 each person, and \$500,000 each occurrence. Property Damage \$100,000 each occurrence.
 - B. **WORKERS' COMPENSATION** insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.
 - C. **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE;**

FOR **ADDITIONAL** REQUIREMENT(S):

- (i) **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverage's, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than \$1,000,000 per occurrence, and if written on an Aggregate basis, \$2,000,000 Aggregate limit.
- (ii) **PROFESSIONAL LIABILITY**, Not less than \$1,000,000 per Claim/\$2,000,000 Aggregate (3 yr. discovery and reporting tail period coverage). Certificate of Insurance only required.

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

1. The Commercial General Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming: *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds.*
2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONSULTANT completes its performance of services under this Agreement.

3. For any claims related to services or products provided under this contract, the Consultant's insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of the Consultant's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.
4. Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the contractor and/or the contractor's insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.
5. Regardless of these contract minimum insurance requirements, the Consultant and its insurer shall agree to commit the Consultant's full policy limits and these minimum requirements shall not restrict the Consultant's liability or coverage limit obligations.
6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
7. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY's execution of the Agreement and start of work.
8. Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton
Attention: Risk Services
425 N. El Dorado Street
Stockton, CA 95202
9. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Consultant shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY's Risk Manager (209) 937-8617. Our fax is (209) 937-8558.

If at any time during the life of the Contract or any extension, the Consultant fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

If the Consultant should subcontract all or any portion of the work to be performed in this contract, the Consultant shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.