

CITY OF STOCKTON
STANDARD AGREEMENT AMENDMENT

Contract Number:	Amendment Number:
2019-12-17-1108 419000420	14

This **Amendment Number 14** to the above referenced Professional Services Contract, is entered into on _____, between the City of Stockton ("City") and **Indigo, Hammond + Playle, LLP** ("Consultant") for the **Tenant Improvements to the Waterfront Towers for the Relocation of City Hall, Project No. E016015**, formerly Project No. PW1615.

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 **\$200,000** to pay for additional design support 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 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:

"The maximum not to exceed amount in **Paragraph 3** of the Standard Agreement and **Exhibit E, Section 1.1**, is amended to **\$6,838,133.**"

- 1.1 City shall pay Consultant for additional services outline in **Exhibit A** of this Amendment.

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

INDIGO, HAMMOND + PLAYLE ARCHITECTS, LLP

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

Authorized Signature

Date

Printed Name and Title of Person Signing

909 5th Street, Davis, CA 95616

Address

CITY OF STOCKTON

Johnny Ford, City Manager

Date

ATTEST:

Katherine Roland, CMC, CPMC, City Clerk

APPROVED AS TO FORM:

Marci A. Arrendono, City Attorney

BY:



HAMMOND + PLAYLE
ARCHITECTS, LLP

March 31, 2026

Josh Lewis, P.E., Project Manager
City of Stockton
Public Works Dept.
22 E. Weber Ave, Room 301
Stockton, CA 95202

Re: Amendment No. 14 – Add Construction Administration services, Tenant Improvement to the Waterfront Towers, for the Relocation of City Hall, Stockton, CA, PUR 18-016

Dear Josh,

This amendment is for a City-requested change in the scope of work for the project since execution of the original Phase II contract dated 12/17/19, and through Amendment No. 13. All terms and conditions of the original agreement and all prior amendments remain in full force and effect. This proposal has been revised in accordance with your request.

Included are background, description of change in the scope of services, any change in contract time and cost. The term Consultant or Indigo where used in this amendment has the same meaning as Contractor in the original agreement, which refers to consultant Indigo and its various engineering team members. The term Contractor where used in this amendment refers to the licensed building Contractor the City has hired to construct the project.

Background

Following change of service work is added by this Amendment No. 14.

- **MAIN PROJECT:** City has requested that Indigo and its engineering and other subconsultants continue to provide construction support services beyond the increased fee provided by Amendment No. 13. Contractor's 3/27/26 schedule shows these punch list dates: Building 2 by 5/22/26; Building 1 and Pump House by 7/17/26; and Building 2 with Sitework by 8/19/26. Building 2 Final Certification of Occupancy is scheduled for 8/21/26. Building 1 Final Certification of Occupancy is scheduled for 8/31/26. Realistically, with an additional 1 month for remaining commissioning and final certifications, the project and services provided by this amendment are estimated complete by 10/1/26.

Change to Scope:

These services are not part of the original scope of the project or prior amendment, but have become necessary to complete the design and construction of the project. Additional work includes:

- **MAIN PROJECT:** The additional fee provided by Amendment No. 13 will be insufficient to close out the project, given the Contractor's slow progress. Additional design construction support services remain, especially as City has had to move in prior to substantial completion. Services include final inspection and closeout of each building and the sitework separately, RFI response, and ASI preparations. To conserve fee consumption on this project, the remaining work will be streamlined in accordance with Attachment A – Scope of Work to Completion.

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Changes to Contract Time:

No change to the current contract termination date of December 31, 2026 established by Amendment 13.

Changes to Contract Cost:

Amendment No. 13 provided 5 additional construction support services for the Main Project from 3/1/26 through 8/1/26. This Amendment No. 14 provides \$200,000 for the 2 additional months from 8/1/26 to the currently projected completion date of 10/1/26 at an average rate of \$100,000 per month as described below. While this is intended to complete the construction support work, the level of effort required to do so is indeterminate due to ongoing poor performance of the Contractor and its failure to fix punch-list items or follow close-out procedures in a timely way. We remain available to perform work which City may request beyond that described in Attachment A, however will be on the basis of further amendment. All work will continue to be billed on a time-and-material basis based on the updated rates provided by prior amendment.

Cost Allowance – Main Project

Construction administration activity (2 mo. x avg. \$100,000 = \$200,000)	<u>\$200,000.</u>
Total estimated amount, Main Project	<u>\$200,000.</u>

Note this fee extension does not include any additional time or services beyond approximately 10/1/26 for the Main Project and 12/31/26 for the Separate Bid Project should the City require it, if completion runs long, or if work by other subconsultants becomes required. It does not include any contingency for unexpected expense, and further amendment may be required. Project contract summary follows.

Contract Summary

Original Contract Total NTE amount	\$1,392,900.
Added by Amendment #1, 6/30/20	\$105,743.
Added by Amendment #2, 2/3/21	\$527,147.
Added by Amendment #3, 6/3/21	\$14,900.
Added by Amendment #4, 11/22/21	\$175,443.
Added by Amendment #5, 3/14/22	\$600,000.
Added by Amendment #6, 3/29/23	\$380,000.
Added by Amendment #7, 4/3/23	\$820,000.
Added by Amendment #8, 4/8/24	\$396,000.
Added by Amendment #9, 10/25/24	\$750,000.
Added by Amendment #10, 3/24/25 (time extension only)	\$0.
Added by Amendment #11, 6/12/25	\$600,000.
Added by this Amendment #12, 7/31/25	\$186,000.
Added by this Amendment #13, 1/24/26	\$690,000.
Added by this Amendment #14, 3/31/26	<u>\$200,000.</u>
Total Adjusted NTE amount	<u>\$6,838,133.</u>

The revised Task Price table is as follows, monthly invoicing to be adjusted accordingly.

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Task Description	Current Authorized Task Price	Change This Amendment	Adjusted Task Price
STEP #1 - KICK-OFF MEETING	\$13,400.00	\$0.00	\$13,400.00
STEP #2 - SCHEMATIC PLAN	\$110,100.00	\$0.00	\$110,100.00
STEP #3 - CONFIRM DIRECTION	\$38,293.00	\$0.00	\$38,293.00
STEP #4 - CONSTRUCTION DOCUMENTS, 30% PS&E	\$540,550.00	\$0.00	\$540,550.00
STEP #5 - CONSTRUCTION DOCUMENTS, 60% PS&E	\$592,516.15	\$0.00	\$592,516.15
STEP #6 - CONSTRUCTION DOCUMENTS, 90% PS&E	\$554,116.15	\$0.00	\$554,116.15
STEP #7 - 100% PS&E AND PERMITTING	\$284,157.70	\$0.00	\$284,157.70
STEP #8 - BIDDING PHASE	\$83,000.00	\$0.00	\$83,000.00
STEP #9 - CONSTRUCTION PHASE	\$4,272,000.00	\$200,000.00	\$4,472,000.00
SEPARATE BID PROJECT	\$150,000.00	\$0.00	\$150,000.00
TOTAL PRICE, NTE FEE	\$6,638,133.00	\$200,000.00	\$6,838,133.00

Regards,



Bruce Playle, Architect, AIA
Licensed Architect C15459
INDIGO/ Hammond & Playle Architects, LLP

Attachment A - Scope of Work to Completion

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Attachment A – Scope of Work to Completion

1. Commissioning.
 - Prepare CxA commissioning report (by Gagee).
 - Deal with commissioning issues if needed (duct leaks).
 - No onsite walk down with CxA.
 - Review TAB report Bldg 1.
 - Review TAB report Bldg 2, as revised.
2. Substantial Completion inspections per spec 01 70 00 for:
 - Site improvements.
 - Building exteriors.
 - Assumes Bldg 1 observation suffices.
 - No more observation report or punch walks.
 - Issue 3 Notice of Substantial Completion forms - one for each building including roof & exterior elevations, and one for entire site.
3. Final ASI preparation.
 - ASI 208 Site Slurry Addition.
 - ASI 209 Site Striping Alteration.
 - ASI 228 Ceiling Access Hatch Replacement.
 - ASI 229 Building 2 Counters Window Blinds/ Shades.
 - ASI 230 Building 1 3rd & 5th Floor Furniture Revisions.
 - ASI 231 Food truck power/ panels.
4. Close-out record documents.
 - Maintain the CAD model with RFI & ASI revisions.
 - Provide updated Design Record Drawings plans, ceiling, elevations and schedules in CAD, all other in PDFs.
 - Rely on Construction Record Drawings (see by CM/City below), CAD set not fully updated.
5. West Site Improvement package - Trash Enclosure, Generator Enclosure, site security (Guard Shack is future).
 - Prepare plans and specs, provide to City for permitting.
 - Assist in obtaining permit, limited Construction support.
 - See by CM/City below for completion by others.

Completion by CM/ City

1. Collect and review closeout documents
 - Warranty material.
 - O&M manuals.
 - Confirm Contractor's as-built drawings (Construction Record Drawings)
 - Other.
2. Assist with occupant move-in issues.
3. Deal with RCON interface, issues, and complaints.
4. Post-occupancy issues including warranty callbacks, etc.