

CITY OF STOCKTON
STANDARD AGREEMENT AMENDMENT

Agreement Number:	Amendment Number:
424000062	1

This Amendment Number 1 to the above referenced Agreement is entered into on _____ : between the City of Stockton ("City") and Pendulum Studios, LLC "Contractor".

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 **\$110,254.00** to compensate the Contractor for additional services and supplies due to unforeseen issues and practical applications identified, predominantly due to existing plans not matching actual elevations, thus causing additional surveying, reassessing and updated plans as the designs and construction began; and

Now therefore, the City and the Contractor 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:

1.1 The maximum the Contractor shall be paid on this Agreement is \$588,344.00 (hereafter the "not to exceed" amount). The "not to exceed" amount includes City approved reimbursable expenses, if any, and all payments to be made pursuant to this Agreement's sum for the initial term and extended term. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

The maximum not to exceed amount in Paragraph 3 of the Standard Agreement and Exhibit E, Section 1.1, is amended to: \$588,344.00.

The task price stated in Exhibit E, Paragraph 2 is updated and amended as follows:

Task	Description	Task Price
1	Programming and Concept	\$ 20,625.00
2	Schematic Design	\$ 83,090.00
3	Design Development	\$ 95,250.00
4	Construction Documents	\$ 250,554.00
5	Construction Administration	\$ 118,200.00
6	Contingency/Reimbursables	\$ 20,625.00
	TOTAL PRICE	\$588,344.00

All other terms and conditions of the Agreement 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 Agreement.

CONTRACTOR

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



Authorized Signature

7/9/2026

Date

Jonathan O'Neil Cole, Principal

Printed Name and Title of Person Signing

1512 Holmes Street, Kansas City, MO 64108

Address

CITY OF STOCKTON

Johnny Ford, City Manager

Date

ATTEST:

Katherine Roland, CMC, CPMC, City Clerk

APPROVED AS TO FORM:

Marci Arredondo, City Attorney

BY: