

### THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this 17 day of November 2023, amends the Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and O'Dell Engineering Inc., a California corporation (Consultant).

#### RECITALS

WHEREAS, City and Consultant entered into an Agreement dated May 3, 2023, for professional architectural and engineering services (Agreement); and

WHEREAS, City and Consultant now desire to modify the scope of work therein by requiring additional services; and

WHEREAS, by entry into this Amendment, the Consultant agrees it has no claim, demand or dispute with the City.

#### AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree that the Agreement be amended as follows:

1. Consultant shall provide additional services as described in **Attachment A**, attached hereto and incorporated herein by reference. Such additional services shall be rendered within the term of the Agreement and completed no later than July 1, 2025, following execution of this Amendment by both parties.

2. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee of One Hundred Forty Thousand Five Hundred dollars (\$140,500.00).

3. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.

4. Except as otherwise provided herein, the Agreement entered into by City and Consultant, dated May 3, 2023, remains in full force and effect. The services of the Consultant as described in Attachment A are to commence upon the City's issuance of a written "Notice to Proceed."

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,  
a California municipal corporation

By:   
RANDALL W. MORRISON, PE  
Director  
Capital Projects Department

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

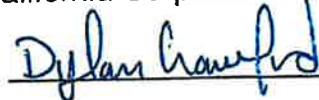
By:  10/20/23  
Christine C. Charitar, Date  
Deputy City Attorney

ATTEST:  
TODD STERMER, CMC  
City Clerk

By:  11/17/2023  
Deputy Date



O'Dell Engineering, INC.,  
a California Corporation

By: 

Name: DYLAN CRAWFORD

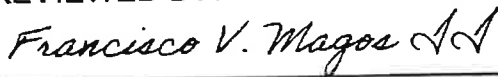
Title: PRES  
(If corporation or LLC., Board Chair,  
Pres. or Vice Pres.)

By: 

Name: CHAD KENNEDY

Title: SECRETARY  
(If corporation or LLC., CFO,  
Treasurer, Secretary or Assistant  
Secretary)

REVIEWED BY:

  
Francisco V. Magos II, PE, MBA, QSD  
Assistant Director  
Capital Projects Department

Addresses:

CITY:  
City of Fresno  
Attention: Armando Cervantes  
Engineer I

2600 Fresno Street, Room 4016  
Fresno, CA 93721  
Telephone No. 559-621-8687

CONSULTANT:

O'Dell Engineering Inc.,  
Attention: Chad Kennedy, P.L.A, CPSI,  
LEED AP BD+C,  
Principal-in-Charge  
1165 Scenic Drive, Suite A  
Modesto, CA 95350  
Telephone No. (209) 571-1765  
Email: ckennedy@odellengineering.com

Attachment: Exhibit A – Additional Scope of Services

## Attachment A

### ADDITIONAL SCOPE OF SERVICES

Consultant Service Third Amendment to Agreement between City of Fresno (City) and  
O'Dell Engineering, Inc., (Consultant)  
Play Structure Improvements Project

#### Scope of Work

Additional Scope of Services includes but is not limited to: developing code compliant accessibility improvement plans for the accessible paths of travel from existing public right of way and parking lots (where applicable), to play structure areas. The improvement plans shall include: site features and finishes, grading plans, irrigation and planting renovations (as needed), and construction details for new concrete flatwork.

Parks included in this additional Scope of Services:

1. Bigby Villa Park
2. Cary Park
3. Lafayette Park
4. Maxie L. Parks Community Center Park
5. Orchid Park
6. Romain Park
7. Rotary East Park
8. Sunnyside Park
9. Vinland Park
10. Neilson Park
11. Logan Park

#### Design Development and Construction Documents

The CONSULTANT shall prepare final accessibility improvement plans for planning approval and permitting. Improvement plans will include routine information normally required by the city of Fresno. The Consultant shall include the improvements plans as part of the additional scope of services described herein **Attachment A** of this amendment to the original agreement within the construction documents, technical specifications, and estimates included with Part 2: Design Development and Construction Document Phase per the original agreement.

## Compensation

Compensation for all services described above will be based on a percentage of the construction costs. Fees will be billed monthly in accordance with work completed.

### Third Amendment Compensation

Part 2: Design Development and Construction Document Phase (100%)	\$140,500.00
<b>TOTAL PROFESSIONAL SERVICES FEE</b>	<b>\$140,500.00</b>

### Second Amendment Compensation

Part 2: Design Development and Construction Document Phase (100%)	\$3,500.00
<b>TOTAL PROFESSIONAL SERVICES FEE</b>	<b>\$3,500.00</b>

### First Amendment Compensation

Part 1: Schematic Design (34%)	\$12,580.00
Part 2: Design Development and Construction Document Phase (52%)	\$19,240.00
Part 3: Bid Support Phase (7%)	\$2,590.00
Part 4: Construction and Contract Administration Phase (7%)	\$2,590.00
<b>TOTAL PROFESSIONAL SERVICES FEE</b>	<b>\$37,000.00</b>

### Original Contract Amount

Part 1: Schematic Design (34%)	\$145,996.00
Part 2: Design Development and Construction Document Phase (52%)	\$223,288.00
Part 3: Bid Support Phase (7%)	\$30,058.00
Part 4: Construction and Contract Administration Phase (7%)	\$30,058.00
<b>TOTAL PROFESSIONAL SERVICES FEE</b>	<b>\$429,400.00</b>

**Total Amended Contract Amount: \$610,400.00**

## Schedule

Time allotted for each phase is summarized below.

Part 2: Design Development and Construction Document Phase	No additional duration required
Part 3: Bid Phase Assistance	No defined duration
Part 4: Construction Phase Assistance	No defined duration