

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this 24th day of August, 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 Thirty-Seven Thousand dollars (\$37,000.00).

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: [Signature]
RANDALL W. MORRISON, PE
Assistant Director
Public Works Department

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: TAYLORRH Digitally signed by TAYLORRH
Date: 2023.08.15 14:24:06 -07'00'
Taylor W. Rhoan Date
Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: [Signature] 8/24/23
Deputy Date



O'Dell Engineering, INC.,
a California Corporation

By: [Signature]
Name: DYLAN CRAWFORD

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

By: [Signature]
Name: CHAD KENNEDY

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

REVIEWED BY:
FRANCISM Digitally signed by FRANCISM
DN: cn=Francisco V Magos II, o=CIA-FRANCISM,
ou=City of Fresno, ou=Public Works, ou=Department, DC=fresno,
DC=ca
Date: 2023.08.02 09:23:01 -0700

Francisco V. Magos II, PE, MBA, QSD
Site Development Manager
Public Works 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: Attachment A

Attachment A

ADDITIONAL SCOPE OF SERVICES

Consultant Service First 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 plans and bid documents for the construction of play structure improvements at Logan Park within the city of Fresno. The project scope shall include: new soft-fall safety surface, assessing existing conditions of the play structure and equipment, and assessment and recommendations for accessibility at Logan Park.

Coordination Meetings

The CONSULTANT will meet with CITY staff a total of two (2) times during the design process. The first meeting will be on-site and shall occur after the Notice to Proceed (NTP) for Part One is issued. The second meeting shall occur following Schematic Design submittal and issuance of NTP for the Design Development and Construction Document Phase. Meeting agendas and minutes will be provided for each meeting.

The CONSULTANT shall, at the first meeting, meet on-site with CITY staff as part of the project initiation. This well-run organizational meeting will initiate CONSULTANT'S proprietary client communication program and the following typical items will be discussed:

1. Introduce staff and project partners to the design consulting team.
2. Review objectives of the project, scope of services, deliverable expectations, project schedule, and milestones.
3. Confirm project parameters and limits of work. (Conduct a site review and photo document site conditions).
4. Collect available data and published material.
5. Establish meeting and presentation schedules, and communication channels with all parties involved.
6. Review and list all applicable design/planning standards, opportunities, and/or challenges anticipated.
7. Coordinate with agency departments, other agencies, and stakeholders.
8. Review project budget and billing requirements.
9. Complete custom client communications program.

Site Analysis/Data Collection & Review

Preliminary Investigation

1. Research objectives will include a detailed review of project history and existing park site information including prior building history and soil studies. A site visit will be conducted and site photographs will be taken.

2. Contextual Analysis—Analyze existing elements within the proposed site to guide design. Items such as prevailing winds, soil type, local demographics, as-built drawings, utilities, etc. will be reviewed.
3. Topographic Survey Review
4. ADA Compliance Assessment and Recommendations
5. Existing Play Structure Assessment and Recommendations

Schematic Design

Following the site analysis phase, the CONSULTANT will prepare a schematic design development plan set. The design development plan will include the following:

1. A site concept plan, to scale, overlaid on existing topographic shots
2. ADA path of travel compliance assessment and recommendations
3. Play structure review and repair/replacement options
4. Preliminary selections for site furnishings and finishes
5. Supporting graphics
6. Preliminary cost estimates
 - a. Including cost estimates for both repair and replacement where play structure assessment is included in the scope

The CONSULTANT shall make as many submittals as may be necessary or desirable to obtain the acceptance by the City and shall assist the CITY in applying for and obtaining from applicable public agencies any approval permit, or waiver required by law, which assistance shall include, but not be limited to, making PROJECT information available to the CITY.

Design Development and Construction Documents

Following the approval of the schematic design documents and issuance of a written Notice to Proceed with this Part Two, the CONSULTANT will prepare a final site improvement plans for planning approval and permitting. Improvement plans will include routine information normally required by the city of Fresno. The scope of work will include two packages - 90% construction documents with updated technical specifications and estimates, and 100% documents including final specifications and estimates. This service may include the following as applicable:

1. Project information
2. Site plan
3. Title sheet
4. Existing conditions and demolition plan
5. Tree protection plan (ISA Arborist reviewed)
6. Underground utilities plan
7. Grading and drainage plan
8. SWPPP and erosion control plan
9. Horizontal control plan
10. Site finishes and furnishings plans
11. Enlargement plans (playground, etc.)
12. Irrigation plans and water use calculations
13. Planting plan
14. Construction details
 - a. Shade structure sections, plans, and details

- 15. Construction quantities and estimates
- 16. Technical specifications, city will provide boilerplate specifications

Following approval of the 100% PS&E drawings, the team will prepare a final bid package.

The bid package will include:

- 1. Final stamped drawings
- 2. Front end documents
- 3. Stamped and signed cover sheet
- 4. Bid forms
- 5. Bid item descriptions
- 6. Final technical specifications

The CONSULTANT shall make as many submittals as may be necessary or desirable to obtain the acceptance by the City and shall assist the CITY in applying for and obtaining from applicable public agencies any approval permit, or waiver required by law, which assistance shall include, but not be limited to, making PROJECT information available to the CITY.

Bidding & Construction Support

Bid Services - CONSULTANT will perform bidding and contract award services to assist the CITY with selecting the appropriate contractors and product manufacturers. Within the budgeted allocation and upon the request of CITY staff, services rendered shall include:

- 1. Responses to RFIs
- 2. Attendance at the pre-bid meeting
- 3. Preparation of Addenda and Transmittals (as needed)

Construction Support Services - CONSULTANT will perform construction support services throughout the project's completion. Within the budgeted allocation and upon the request of City staff, services rendered shall include:

- 1. Preparation and maintenance of construction schedule
- 2. Attendance at the pre-construction meeting
- 3. Review and approvals of contractor's schedule, RFI's, shop drawings, and submittals
- 4. Construction observation site visits (2 max per site)

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.

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 |
| TOTAL PROFESSIONAL SERVICES FEE | \$37,000.00 |

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 |
| TOTAL PROFESSIONAL SERVICES FEE | \$429,400.00 |

Total Amended Contract Amount: \$466,400.00

Schedule

Time allotted for each phase is summarized below.

| | |
|------------------------------------------------------------|---------------------------------|
| Part 1: Schematic Design Phase | 28 calendar days |
| 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 |