

FOURTH AMENDMENT TO AGREEMENT

THIS FOURTH AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ____ day of _____ 2024, 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 engineering services (Agreement); and

WHEREAS, City and Consultant entered into a First Amendment to the Agreement on August 24, 2023, to modify the scope of work and compensate the Consultant for the successful performance of all services required or rendered pursuant to the First Amendment, increasing monetary consideration in the amount of \$37,000, for a total contract value of \$466,400, with a contingency amount not to exceed \$7,000; and

WHEREAS, City and Consultant entered into a Second Amendment to the Agreement on October 23, 2023, to modify the scope of work and compensate the Consultant for the successful performance of all services required or rendered pursuant to the Second Amendment, increasing monetary consideration in the amount of \$3,500, for a total contract value of \$469,900, with a contingency amount not to exceed \$3,500; and

WHEREAS, City and Consultant entered into a Third Amendment to the Agreement on November 17, 2023, to modify the scope of work and compensate the Consultant for the successful performance of all services required or rendered pursuant to the Third Amendment, increasing monetary consideration in the amount of \$140,500, for a total contract value of \$610,400, with a contingency amount not to exceed \$3,500; and

WHEREAS, City and Consultant now desire to enter into this Fourth Amendment for additional professional engineering services for the Project, increasing monetary compensation of the Consultant in the amount of \$35,930 for a total contract value of \$646,330 with a contingency amount not to exceed \$3,500.

AGREEMENT

NOW, THEREFORE, the parties agree that the Agreement be amended as follows:

1. Consultant shall solely provide services for the repackaged project as described in **Attachment A**, attached hereto, and incorporated herein by reference. Such additional services shall be completed no later than August 1, 2025, following execution of this Fourth Amendment by both parties.
2. Consultant's sole compensation for the satisfactory performance of all services required or rendered pursuant to this Fourth Amendment shall be a total fee not to exceed \$35,930, paid on time and materials basis in accordance with the schedule of fees contained in **Attachment A**.
3. In the event of any conflict between the body of this Fourth Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Fourth 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 Fourth 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.

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

O'DELL ENGINEERING INC.,
a California corporation

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

Signed by:
By: Dylan Crawford
7BC9CBD6E233423...
Name: Dylan Crawford

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

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

By: Christine C. Charitar 10/24/24
Christine C. Charitar Date
Deputy City Attorney

Signed by:
By: Chad Kennedy
92B0D45FC36049F...
Name: Chad Kennedy

ATTEST:
TODD STERMER, CMC
City Clerk

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

By: _____
Deputy Date

REVIEWED BY:
SARAHL
Digitally signed by SARAHL
DN: E=Sarah Lambeth@fresno.gov,
OU=SARAHL_OU-Users, OU=PublicWorks,
OU=Departments, DC=fresno, DC=gov
Date: 2024.10.23 12:59:42 -0700
Sarah Lambeth
Senior Management Analyst
Capital Projects Department

Addresses:
CITY:
City of Fresno
Attention: Armando Cervantes
Project Manager
747 R Street, 2nd Floor
Fresno, CA 93721
Telephone No. 559-621-8687

CONSULTANT:
O'Dell Engineering Inc.,
Attention: Chad Kennedy, P.L.A, CPSI,
LEED AP BD+C,
Principle-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 Fourth 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 a separate Civil Plan package for soft-fall safety surfacing and play equipment proposed at Cary Park, collaboration and coordination efforts to incorporate a Kaboom! Inc. ("KABOOM!") provided Playspace Design into the separate Civil Plan Package and obtaining necessary permit approvals.

Design Development and Construction Documents

The Consultant will prepare a separate Civil Plan package for permitting. The Civil Plan package will include routing 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 shall include the following as applicable:

1. Project Information
2. Site Plan
3. Title Sheet
4. Horizontal control plan
5. Construction Details
 - a. Including play equipment engineered foundation footing design, supporting calculations, installation sheets, and agency approval certifications

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.

Fourth Amendment Compensation

Part 2: Design Development and Construction Document Phase (88%)	\$31,618.40
Part 3: Bid Support Phase (12%)	\$4,311.60
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TOTAL PROFESSIONAL SERVICES FEE	\$35,930.00

Third Amendment Compensation

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

Second Amendment Compensation

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

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: \$646,330.00

Schedule

Time allotted for each phase is summarized below.

Part 2: Design Development and Construction Document Phase	42 Calendar Days
Part 3: Bid Phase Assistance	No defined duration
Part 4: Construction Phase Assistance	No defined duration