

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this 23 day of October 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 Three Thousand Five Hundred dollars (\$3,500.00).

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

O'Dell Engineering, INC.,
a California Corporation

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

By: *Dylan Crawford*
Name: DYLAN CRAWFORD

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

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

By: *Christine C. Charitar* 10/18/23
Christine C. Charitar, Date
Deputy City Attorney

By: *Chad Kennedy*
Name: CHAD KENNEDY

ATTEST:
TODD STERMER, CMC
City Clerk

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

By: *Mary Quinn* 10/23/2023
Deputy Date

REVIEWED BY:
Francisco V. Magos II



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 Second 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: assessing existing playground equipment at Neilson Park for compliance with current ASTM, CPSC, and ADA standards and specifications.

Design Development and Construction Documents

The CONSULTANT shall provide project information, playground safety compliance audit forms and a summary of non-compliances for the existing playground equipment. The Consultant shall, as part of the additional scope of services described herein **Attachment A** of this amendment to the original agreement, update as necessary the construction documents, technical specifications, and estimates included in 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.

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:

\$469,900.00

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