

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ____ day of _____ 20__, amends the Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and O'Dell Engineering, a California Corporation (Consultant).

RECITALS

WHEREAS, City and Consultant entered into an Agreement dated January 14, 2022, to obtain professional landscape architecture services for the design of plans and general construction contract documents for South Tower Park, San Pablo Park and Ted C. Wills Park (Agreement); and

WHEREAS, Consultant has completed the Part 1 Schematic Design portion of the Agreement; and

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

AGREEMENT

NOW, THEREFORE, 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 completed within the timeframes provided in the Agreement.

2. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee of \$219,300.

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 remains in full force and effect.

[Signatures follow on the next page.]

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,
Assistant Director
Public Works Department

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: Pauline Brickey 2/21/23
Pauline Brickey Date
Deputy

Addresses:
CITY:
City of Fresno
Attention: L. Nathan Sanchez
Projects Administrator
2600 Fresno Street, Room 4016
Fresno, CA 93721
Telephone No. (559) 621-8682

Attachment: Attachment A

O'Dell Engineering
a California Corporation

By: Dylan Crawford

Name: Dylan Crawford

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

By: Chad Kennedy

Name: Chad Kennedy

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

REVIEWED BY:

L. Nathan Sanchez
L. Nathan Sanchez
Projects Administrator
Public Works Department

CONSULTANT:
O'Dell Engineering
Attention: Chad Kennedy, PLA
Principal Landscape Architect
1165 Scenic Drive, Suite A
Modesto, CA, 95350
Telephone No. (209) 571-1765
FAX: (209) 571-2466

Attachment A

ADDITIONAL SCOPE OF SERVICES

Consultant Service First Amendment to Agreement between City of Fresno (City) and O'Dell Engineering (Consultant)

South Tower Park, San Pablo Park and Ted C. Wills Park

Additional Scope of Services includes, but is not limited to: the continued design for San Pablo Park and Ted C. Wills Park to now includes 60% Design Development package, 90% Construction Documents, Bidding Support services, and Construction support services. Designs will be created based on the 30% plans and recent outreach efforts.

Part 2B DESIGN DEVELOPMENT – SAN PABLO PARK (150 Calendar Days)

After the issuance of the written Notice To Proceed for this Part 2B, the Consultant will utilize the approved 30% Schematic Design plan from the original Part 1 of the agreement and continue to develop 60% Plans, Specifications, and Estimates (PS&E) for San Pablo Park. The Design Development package will be in line with the standard Part 2, Design Development Phase as stated in the original agreement, and include a kick-off meeting and design progress meetings following the 60% submittal. Consultant will coordinate and make submittals to the City of Fresno Planning & Development Department (PLANNING) and Fresno Metropolitan Flood Control District (FMFCD) in order to obtain planning approval and/or a condition of use permit.

PART 2C DESIGN DEVELOPMENT – TED C. WILLS PARK (150 Calendar Days)

After the issuance of the written Notice To Proceed for this Part 2C, the Consultant will utilize the approved 30% Schematic Design plan from the original Part 1 of the agreement and continue to develop 60% PS&E for Ted C. Wills Park. The Design Development package will be in line with the standard Part 2, Design Development Phase as stated in the original agreement, and include a kick-off meeting and design progress meetings following the 60% submittal. Consultant will coordinate and make submittals to the PLANNING and FMFCD in order to obtain planning approval and/or a condition of use permit.

PART 3B CONSTRUCTION DOCUMENT – SAN PABLO PARK (90 Calendar Days)

After the issuance of the written Notice To Proceed for this Part 3B, the Consultant will develop 90% PS&E for San Pablo Park based on the comments and input from Part 2B. These Construction Document will be in line with the standard Part 3, Construction Document Phase as stated in the original agreement. Consultant will Coordinate with the City of Fresno Building & Safety to obtain building permits for the bidding and construction of San Pablo Park.

PART 3C DESIGN DEVELOPMENT – TED C. WILLS PARK (90 Calendar Days)

After the issuance of the written Notice To Proceed for this Part 3C, the Consultant will develop 90% PS&E for Ted C. Wills Park based on the comments and input from Part 2C. These Construction Document will be in line with the standard Part 3, Construction Document Phase as stated in the original agreement. Consultant will Coordinate with the

City of Fresno Building & Safety to obtain building permits for the bidding and construction of Ted C. Wills Park.

PART 4 BIDDING PHASE – SAN PABLO PARK AND TED C. WILLS PARK

Following approval of the 100% PS&E of each package, the Consultant will assist the City in preparing bid documents for San Pablo Park and Ted C. Wills Park. Bidding phase includes the attendance at pre-bid meeting, preparation of addenda, responses to bid questions or clarification on the construction documents (as needed).

Part 5 Construction Support

The Consultant will perform construction support services throughout the completion of both San Pablo Park and Ted C. Wills Park. Support to include assistance to the City of Fresno Construction Management Department (CM) during construction of the projects by attending the pre-construction meeting, review and approvals of contractor's schedule, RFI's, submittals, shop drawings. In additions the consultant shall help review and prepare change orders, as-built drawings (from contractor-maintained field drawings), and when necessary, make construction observation site visits (3 included).

Compensation

Payment for all services will be based on the percentage listed below for each Part. Fees will be billed monthly in accordance with the work completed.

Part 2B: San Pablo Design Development (21%)	\$ 45,027
Part 2C: Ted C. Wills Design Development (16%)	\$ 35,303
Part 3B: San Pablo Construction Document (27%)	\$ 60,026
Part 3C: Ted C. Wills Construction Document (21%)	\$ 46,049
Part 4: Bid Phase Assistance (5%)	\$ 10,965
Part 5: Construction Phase Assistance (10%)	\$ 21,930
TOTAL PROFESSIONAL SERVICES FEE	\$ 219,300

Schedule

Time allotted for each part is summarized below.

Part 2B: San Pablo Design Development	150 Calendar Days
Part 2C: Ted C. Wills Design Development	150 Calendar Days
Part 3B: San Pablo Construction Document	90 Calendar Days
Part 3C: Ted C. Wills Construction Document	90 Calendar Days
Part 4: Bid Phase Assistance	Duration not defined
Part 5: Construction Phase Assistance	Duration not defined