

**THIRD AMENDMENT TO AGREEMENT FOR CONSTRUCTION MANAGEMENT
SERVICES BETWEEN THE CITY OF SAN PABLO AND MACK5
Project No. 320-0104-43-605 / Agreement No. 4**

**THIS THIRD AMENDMENT TO AGREEMENT FOR CONSTRUCTION
MANAGEMENT SERVICES** is effective the 8th day of July, 2025, by and between the CITY
OF SAN PABLO, a municipal corporation ("City") and Macks Craic, dba mack5 ("Consultant").

R E C I T A L S

WHEREAS, on January 19, 2022, CITY and Consultant entered into an Agreement for construction management and project management services for the New San Pablo Police Headquarters and Training Facility ("Agreement") in an amount not to exceed \$882,925; and

WHEREAS, on November 21, 2023, the parties agreed to modify the terms of that Agreement to: 1) add certain Additional Services pursuant to Section (3) of the Agreement to include commissioning agent services, special testing, and inspection services, and geotechnical testing and inspection services; 2) update the COVID-19 Pandemic provision; and 3) increase compensation by \$169,468, for a total compensation not to exceed \$1,052,393; and

WHEREAS, on July 18, 2024, the parties agreed to modify the terms of that Agreement to: 1) update the COVID-19 Pandemic provision; and 2) increase compensation by \$50,000, for a total compensation not to exceed \$1,102,393.

WHEREAS, the parties have agreed to further modify the terms of that Agreement related to Sections 1 and 3, "Scope of Services," and Section 2, "Compensation," to add Additional Services for increased compensation;

NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES.** Pursuant to Section 3 of the Agreement, entitled "Additional Services," certain Additional Services shall be added to the "Scope of Services" identified in Section 1 of the Agreement. Section 1, "Scope of Services" is hereby amended to add the following provision:

"Consultant agrees to provide to the City the Additional Services as specified in Consultant's Amendment Proposal dated June 17, 2025, attached hereto as **Exhibit D** and incorporated herein. In the event of any conflict or inconsistency between any of the terms of the Exhibits and the Agreement as amended, the terms most favorable to the City shall prevail."

2. **COMPENSATION.** Section (2) of the Agreement, "Compensation," is amended to include the following provision:

"As compensation for successful completion of the Additional Services described in Consultant's Amendment Proposal attached hereto as **Exhibit D**, CITY shall pay Consultant up to an additional **Ninety-Four Thousand Eight Hundred Thirteen Dollars (\$94,813)**, for a total compensation not to exceed **One Million One Hundred Ninety-Seven Thousand Two Hundred Six Dollars (\$1,197,206)** under this Agreement as amended."

3. All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

APPROVED AS TO FORM:

CITY OF SAN PABLO

A Municipal Corporation

By _____
Brian P. Hickey, City Attorney

By _____
Matt Rodriguez, City Manager

Date signed _____

Date signed _____

MACK5

By _____
Manil Bajracharya, Principal

Date signed _____

ATTEST:

By _____
Dorothy Gantt, City Clerk

Date signed _____

Attachment:

Exhibit D: Consultant's Amendment Proposal dated June 17, 2025

EXHIBIT D

Consultant's Amendment Proposal dated June 17, 2025

June 17, 2025

Allan A. Panganiban, P.E.
Public Works Director/City Engineer
City of San Pablo, Public Works Department
1000 Gateway Avenue
San Pablo, CA 94806

mack⁵ Services:

Re: Additional Services Request (ASR) – Police Headquarters & Training Facility Project - **REVISED**

Dear Mr. Panganiban:

Owner's Representative

Below is detail for the REVISED ASR per our recent discussions regarding the addition of Enhanced Commissioning services for the Project:

Project Management

Interface Engineering – Enhanced Commissioning

Construction Management

Due to changes in the Project's commissioning requirements, Enhanced Commissioning services are now required. The Fee noted below is per Interface Engineering's 7/5/23 proposal, without increase.

Cost Management

Enhanced Commissioning Fee	\$12,000
10% Administrative cost	<u>1,200</u>
	\$13,200

Cost Planning

AME – Special Testing & Inspection

mack⁵

All testing and inspection services incurred due to inefficiencies or rework have been charged to Overaa. However, the current AME budget is exhausted as of March 2025, and structural pull testing and all inspections related to the trash enclosure still remain.

Headquarters

1000 Broadway
Suite 260
Oakland, CA 94607

Base increase (billed as incurred)	\$20,000
10% Administrative cost	<u>1,500</u>
	\$21,500

Richmond Office

322 Harbour Way
Suite 16
Richmond, CA 94801

mack⁵ – Schedule Extension

The original date for Substantial Completion was 4/29/25. The latest schedule extends Substantial Completion to 7/3/25; however, Overaa is now indicating 7/10/25.

phone 510.595.3020

Using our current monthly billing rate, we have fee to cover Construction Phase billing to almost mid-May; however we will need additional fee to cover up to 7/10/25. So we're requesting to extend at our current Construction Phase billing rate of \$27,034 per month. Please note that May is calculated as \$27,034 less the \$11,586 projected remaining fee at 5/1/25. Our Project Closeout budget would then begin on 7/10/25 for two months per contract.

May	\$15,448
Jun	27,034
Jul 1-10	<u>9,011</u>
	\$51,493

Total Services (AME+mack⁵)	<u>\$86,193</u>
10% Contingency	<u>8,620</u> (to be allocated only with City approval)
Total additional contract amount	\$94,813

Please feel free to call or email me with any questions you may have regarding this revised Additional Service Request.

Best regards,



David D. Ross, Senior Project Manager

