# FOURTH AMENDMENT TO AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES BETWEEN THE CITY OF SAN PABLO AND MACK5 Project No. 320-0104-43-605 / Agreement No. 5

THIS FOURTH AMENDMENT TO AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES is effective the 21st day of October, 2025, by and between the CITY OF SAN PABLO, a municipal corporation ("City") and Macks Craic, dba mack5 ("Consultant").

#### RECITALS

WHEREAS, effective 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, by First Amendment effective 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, by Second Amendment effective July 18, 2024, the parties agreed to further 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, by Third Amendment effective July 8, 2025, the parties agreed to further modify the terms of that Agreement to: 1) add certain Additional Services pursuant to Section 3 of the Agreement; and 2) increase compensation by \$94,813, for a total compensation not to exceed \$1,197,206.

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;" and Section 4, "Effective Date and Term;" to add Additional Services for increased compensation, and to extend the term of the agreement;

#### 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 October 9, 2025, attached hereto as **Exhibit E** 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 E**, CITY shall pay Consultant up to an additional **One Hundred Forty Thousand One Hundred Forty-Two Dollars (\$140,142)**, for a total compensation not to exceed **One Million Three Hundred Thirty Seven Thousand Three Hundred Forty-Eight Dollars (\$1,337,348)** under this Agreement as amended."

- 3. **TERM.** Section 4 of the Agreement, "Effective Date and Term," is hereby replaced in its entirety by the following provision:
  - "(4) Effective Date and Term. The term of this Agreement ("Term") begins on January 19, 2022 and expires on December 31, 2026. If the Term expires later than the end of the City's fiscal year, the continuation of the Term into the next fiscal year will be contingent upon the City's lawful encumbrance or appropriation of new funds for the Agreement."

[This section intentionally left blank.]

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 E: Consultant's Amendment Prope	osal dated October 9, 2025

All other terms and conditions of the Agreement, as amended, shall remain in full

### **EXHIBIT E**





October 9, 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

mack<sup>5</sup> Services:

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

Owner's Representative

Dear Mr. Panganiban:

Project Management

Below is detail for this ASR, per Overaa's 9/3/25 updated schedule showing Certificate of Occupancy at 11/14/25, which means Substantial Completion (completion of Construction Phase) will be pushed to at least mid-November 2025.

Construction Management

#### AME - Special Testing & Inspection

Cost Management

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.

Cost Planning

Base increase (billed as incurred) \$25,000 10% Administrative cost 2,500 \$27,500

#### mack<sup>5</sup>

#### mack<sup>5</sup> – Schedule Extension

## **Headquarters** 1000 Broadway

Our current Construction Phase fee ran through 7/10/25. By temporarily re-allocating our Closeout Phase fee of \$58,800 to Construction Phase, there was sufficient fee to cover Construction Phase billing from 7/11/25 to 9/15/25.

Suite 260 Oakland, CA 94607

However with both our Construction Phase and Closeout Phase fees now expended, we're requesting extended Construction Phase fees at our billing rate of \$27,034 per month. Please note that July 11 - 20 is calculated as \$27,034 less \$9,011 billed for July 1 - 10.

#### **Richmond Office**

July 11-20	\$ 18,023
August	27,034
September	27,034
October	27,034
November (1st half)	<u>13,517</u>
	\$ 112,642

322 Harbour Way Suite 16 Richmond, CA 94801

Total additional contract amount \$140,142

phone 510.595.3020



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

Our Project Closeout budget (\$58,800) would then apply for two (2) months per contract.

Best regards,

DJD.R

David D. Ross, Senior Project Manager

