

**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").

R E C I T A L S

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.]

4. 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 E: Consultant's Amendment Proposal dated October 9, 2025

EXHIBIT E

Consultant's Amendment Proposal dated October 9, 2025

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

mack⁵ 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

Cost Management

AME – Special Testing & Inspection

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	<u>2,500</u>
	\$27,500

mack⁵**mack⁵ – Schedule Extension**

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.

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.

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

Total additional contract amount **\$140,142**

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

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

Best regards,

David D. Ross, Senior Project Manager

