

**FIFTH AMENDMENT TO AGREEMENT FOR CONSTRUCTION MANAGEMENT
SERVICES BETWEEN THE CITY OF SAN PABLO AND MACK5
Project No. 320-0104-43-605 / Agreement No. 6**

THIS FIFTH AMENDMENT TO AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES is effective the 3rd day of March, 2026, by and between the CITY OF SAN PABLO, a municipal corporation ("City") and Macks Craic, Inc. 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; and

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; and

WHEREAS, by Fourth Amendment effective October 21, 2025, the parties agreed to further modify the terms of the Agreement to: 1) add certain Additional Services pursuant to Section 3 of the Agreement; 2) increase compensation by \$140,142, for a total compensation not to exceed \$1,337,348; and 3) extend the term of the Agreement through and including December 31, 2026; and

WHEREAS, the parties have agreed 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 February 13, 2026, attached hereto as **Exhibit F** 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 F**, CITY shall pay Consultant up to an additional **Four Hundred Thirty-Six Thousand Four Hundred Fifty-Five Dollars (\$436,455)**, for a total compensation not to exceed **One Million Seven Hundred Seventy-Three Thousand Eight Hundred Three Dollars (\$1,773,803)** 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 F: Consultant’s Amendment Proposal dated February 13, 2026

EXHIBIT F

Consultant's Amendment Proposal dated February 13, 2026

February 13, 2026

Matthew Brown, P.E.
Senior Civil Engineer
City of San Pablo
1000 Gateway Avenue
San Pablo, CA 94806

mack⁵ Services:

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

Owner's Representative

Dear Mr. Brown:

Project Management

Substantial completion was previously expected to be mid-November 2025, and is now likely pushed to June 2026. In addition, the Project is facing additional schedule extensions, all detailed below.

Construction Management

AME – Special Testing & Inspection

Cost Management

The current AME budget was exhausted Jan 2026, and it fact was \$1,509 short, which was covered by a temporary re-allocation from Enhanced Commissioning. However, additional testing beyond that originally identified by the Contractor continues to be required by the Building Department to meet code requirements.

Cost Planning

Base increase (billed as incurred)	\$20,000
10% Administrative cost	<u>2,000</u>
	\$22,000

mack⁵

Headquarters
1000 Broadway
Suite 260
Oakland, CA 94607

mack⁵ – Construction Phase Schedule Extension

Our current Construction Phase fee ran through 11/15/2025. By temporarily re-allocating our Closeout Phase fee of \$58,800 and \$8,785 from Enhanced Commissioning to Construction Phase, there was sufficient fee to cover Construction Phase billing from 11/16/25 to 1/31/26.

Richmond Office
322 Harbour Way
Suite 16
Richmond, CA 94801

However, with our Construction Phase and Closeout Phase fees expended, we're requesting extended Construction Phase fees at our normal billing rate of \$27,034 per month.

phone 510.595.3020

November (2 nd half)	\$ 13,517
December	27,034
January	27,034
February	27,034
March	27,034
April	27,034
May	27,034
June	<u>27,034</u>
	\$ 202,755



TCO Phase - Billed on a T&M Basis

TCO should typically follow Substantial Completion by 1-2 weeks. However, if Overaa is not proactive on any remaining items, more time may be required. Since the time needed by mack⁵ is not yet defined, we propose a budget as below, billed time expended at the hourly rates on the following page, so that the City pays for only our actual hours.

One (1) month	\$29,400
(Budget based on 1 month of Preliminary Closeout fee below, billed time-expended)	

Preliminary Closeout

Our original Closeout budget (\$58,800) remains and will then apply for two (2) months per contract (additional fees not required).



Extended/Final Closeout Phase – Billed on a T&M Basis

This Phase (permanent generator, plaza crossing, monument sign, offsite repairs, financial closeout, etc) should require much less time from mack⁵. The City can minimize our additional costs in the Phase by limiting our involvement with issues that arise beyond the 2-month Preliminary Closeout period. Both the City and mack⁵ will need to be judicious about our involvement beyond our Preliminary Closeout scope in order to maintain the budget below. Here again, our time will be billed hourly, so that the City pays for only our actual hours.

9 months @ \$14,700 **\$132,300**
(budget based on 50% of monthly \$29,400 Preliminary Closeout fee, billed time-expended)

Contingency

Potential additional mack⁵/AME services **\$50,000**
(to be allocated only with City approval)

Total additional contract amount **\$ 436,455**

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

2026 HOURLY RATES - TCO Phase, Extended/Final Closeout Phase

Senior Project Manager	\$270.00
Project Manager	\$225.00
Assistant Construction Manager	\$195.00
Project Engineer	\$155.00
Cost Estimators	\$215.00
Principal	\$280.00
Administrative Support	\$105.00

Rates escalate 3-4% on January 1 each year.