

**AGREEMENT NO. 16-138(4)**

**AMENDMENT NO. [4] TO  
AGREEMENT NO. 16-138**

**THIS AMENDMENT NO. 4 TO AGREEMENT NO. 16-138** is made and entered into on \_\_\_\_\_, by and between the **CITY OF BAKERSFIELD**, a municipal corporation (referred to herein as "CITY"), and **LOOP ELECTRIC INC.** (referred to herein as "CONTRACTOR").

**R E C I T A L S**

**WHEREAS**, on the June 6, 2016, the CITY and CONTRACTOR entered into Agreement No. 16-138 in the amount of \$285,920 for the supply of vehicle loop cutting and horizontal boring; and

**WHEREAS**, on June 7, 2017, Council approved Amendment No. 1 extending the term one year and increased compensation \$200,000 to allow the continued supply of vehicle loop cutting and horizontal boring; and

**WHEREAS**, on May 23, 2018, Council approved Amendment No. 2 extending the term one year and increasing compensation \$175,000 to allow the continued supply of vehicle loop cutting and horizontal boring; and

**WHEREAS**, on May 22, 2019, Council approved Amendment No. 3 extending the term one year and increasing compensation \$150,000 to allow the continued of supply vehicle loop cutting and horizontal boring; and

**WHEREAS**, CITY and CONTRACTOR have agreed to extend the term one year and increase compensation \$100,000 to continue supplying vehicle loop cutting and horizontal boring.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. Section 2 of Agreement No. 16-138 entitled "**COMPENSATION**" is hereby amended to read as follows:

2. **COMPENSATION.** Compensation for all work, services or products called for under this Agreement shall consist of a total payment **NOT TO EXCEED NINE HUNDRED TEN THOUSAND NINE HUNDRED TWENTY DOLLARS (\$910,920)** in accordance with the bid documents.

The compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY shall pay only the compensation listed unless otherwise agreed to in writing by the parties.

2. Section 32 of Agreement No. 16-138 entitled "TERM" is hereby amended to read as follows:

**32. TERM.** Contractor shall provide services in strict accordance with the terms set forth herein for one (1) year from June 29, 2020, unless sooner terminated as set forth in this Agreement. The Agreement shall be renewable annually thereafter for one consecutive one-year periods. Renewal options shall be exercised at the sole option and discretion of the City of Bakersfield.

3. Except as amended herein, all provisions of Agreement No. 16-138 shall remain in full force and effect.

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**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 4 to Agreement No. 16-138 to be executed the day and year first above written.

"CITY"

**CITY OF BAKERSFIELD**

By: \_\_\_\_\_  
**KAREN GOH**  
Mayor

"CONTRACTOR"

**LOOP ELECTRIC INC.**

By: Kimberly Kitch  
Print Name: Kimberly Kitch  
Title: President

APPROVED AS TO CONTENT:  
FINANCE DEPARTMENT

By: \_\_\_\_\_  
**TERA LOVELESS ORTIZ**  
Assistant Finance Director

APPROVED AS TO FORM:

**VIRGINIA GENNARO**

City Attorney

By: \_\_\_\_\_

**JOSHUA H. RUDNICK**

Deputy City Attorney

COUNTERSIGNED:

By: \_\_\_\_\_

**RANDY MCKEEGAN**

Finance Director

Insurance Approved by

Risk Management: \_\_\_\_\_