

**AGREEMENT NO. \_\_\_\_\_**

**AMENDMENT NO. [7] TO  
AGREEMENT NO. 12-120**

**THIS AMENDMENT NO. 7 TO AGREEMENT NO. 12-120** is made and entered into on \_\_\_\_\_, by and between the **CITY OF BAKERSFIELD**, a municipal corporation (referred to herein as "CITY"), and **T.Y.LIN INTERNATIONAL**, a Corporation, ("DESIGN CONSULTANT" herein).

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

**WHEREAS**, CITY and DESIGN CONSULTANT entered into Agreement No. 12-120 ("Agreement") on September 12, 2012 for Engineering Design Services for the SR-178 Widening Project, ("PROJECT" herein), for an amount not to exceed \$2,690,000.00; and

**WHEREAS**, on June 4, 2014, CITY and DESIGN CONSULTANT entered into Amendment No. One (1) to address additional scope of services for the design of a traffic signal at SR-178 and future SR-184, permit requirements for current driveway access, and additional boring to identify basin permeability and pavement structure. The additional amount for the scope of services was not to exceed \$251,000; and

**WHEREAS**, on April 22, 2015, CITY and DESIGN CONSULTANT entered into Amendment No. Two (2), which awarded Phase 2 of original Scope of Work for construction support services after the completion of the Plans, Specification, and Estimate (PS&E) package for PROJECT. The additional amount for the construction support services was not to exceed \$324,000.00; and

**WHEREAS**, when Amendment No. Two (2) was executed, it was known that DESIGN CONSULTANT would perform Phase 2 Right of Way Mapping and Monumentation work, to close out the SR-178 Widening right-of-way engineering activities after the construction of PROJECT; and

**WHEREAS**, on July 19, 2017, CITY and DESIGN CONSULTANT entered into Amendment No. Three (3), to provide Right of Way Engineering work to close out the PROJECT. The additional amount for these services was not to exceed \$125,123.01; and

**WHEREAS**, on May 8, 2019, CITY and DESIGN CONSULTANT entered into Amendment No. Four (4), to extend the "TERM AND TERMINATION" date until December 31, 2019; and

**WHEREAS**, on July 17, 2019, CITY and DESIGN CONSULTANT entered into Amendment No. Five (5), for additional Scope of Work to dispose of remnant parcels as part of finalizing the new right of way for SR-178; and

**WHEREAS**, on December 11, 2019, CITY and DESIGN CONSULTANT entered into Amendment No. Six (6), to extend the "TERM AND TERMINATION" date until June 30, 2020; and

**WHEREAS**, DESIGN CONSULTANT is still working on the scope of work in Amendment No. Five (5), however, delays with obtaining documents have occurred and the approval process from STATE is taking longer than expected; and

**WHEREAS**, the "TERM AND TERMINATION" date is coming up on June 30, 2020; and

**WHEREAS**, the parties now desire to enter into Amendment No. Seven (7) to Agreement to extend the term.

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

1. The first paragraph of Section 17 of Agreement No. 12-120 entitled "TERM AND TERMINATION" is hereby amended to read as follow:

17 **TERM AND TERMINATION.** This Agreement shall terminate upon completion of DESIGN CONSULTANT's scope of work, or on January 31, 2021, whichever is earlier. Should any claims arising out of DESIGN CONSULTANT's scope of work be asserted during the term of the Agreement against CITY or DESIGN CONSULTANT, CITY and DESIGN CONSULTANT agree to extend the termination date of this Agreement.

2. Except as amended herein, all provisions of Agreement No. 12-120, as amended, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. Seven (7) to Agreement No. 12-120 to be executed the day and year first above written.

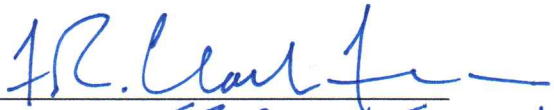
"CITY"

"DESIGN CONSULTANT"

**CITY OF BAKERSFIELD**

**TYLIN INTERNATIONAL**

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

By:   
Type or Print Name: F.R. CLARK FERNON

TITLE: VICE PRESIDENT

APPROVED AS TO FORM:  
**VIRGINIA GENNARO**  
City Attorney

By: \_\_\_\_\_  
**JOSHUA RUDNICK**  
Deputy City Attorney II  
  
Insurance: \_\_\_\_\_

APPROVED AS TO CONTENT:  
**PUBLIC WORKS DEPARTMENT**

By: \_\_\_\_\_  
**NICK FIDLER**  
Public Works Director

COUNTERSIGNED:

By: \_\_\_\_\_  
**RANDY MCKEEGAN**  
Finance Director