

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

**AMENDMENT NO. THREE TO  
AGREEMENT NO. 16-115**

**THIS AMENDMENT NO. THREE TO AGREEMENT NO. 16-115** is made and entered into on \_\_\_\_\_, by and between the **CITY OF BAKERSFIELD**, a charter city and a municipal corporation (referred to herein as "CITY"), and **QUAD KNOFF, INC., (dba QK)** a California corporation (referred to herein as "CONTRACTOR").

**RECITALS**

**WHEREAS**, on June 29, 2016, the CITY and CONTRACTOR entered into Agreement No. 16-115, wherein CONTRACTOR agreed to provide On Call Environmental Services for Non-Federally Funded Capital Improvement Projects; and

**WHEREAS**, on June 20, 2018, the CITY and CONTRACTOR entered into Amendment No. 1 for Agreement No. 16-115, wherein CONTRACTOR agreed to expand the scope of work and extend the term of Agreement No. 16-115 to June 30, 2019; and

**WHEREAS**, on June 28, 2019, the CITY and CONTRACTOR entered into Amendment No. 2 for Agreement No. 16-115, wherein CONTRACTOR agreed to expand the scope of work, increase compensation by \$50,000.00, and extend the term of Agreement No. 16-115 to June 30, 2020; and

**WHEREAS**, CITY and CONTRACTOR desire to expand the scope of work, increase compensation by \$25,000.00, and extend the term of Agreement No. 16-115 to June 30, 2021.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree to amend Agreement No. 16-115 as follows:

1. Section 1 of Agreement No. 16-115 entitled "Scope of Work" is hereby amended to read as follows:

1. **SCOPE OF WORK.** The scope of work is generally described as "On Call Environmental Services for Non-Federally Funded Capital Improvement Projects of the City of Bakersfield – Fiscal Years 2016-2017, 2017-2018, 2018-2019, 2019-2020, and 2020-2021". The scope

of work for on call services is more particularly described as providing environmental services to the CITY as the CITY identifies specific projects for which the CONTRACTOR will provide said services during the CITY's Fiscal Year 2016-2017, Fiscal Year 2017-2018, Fiscal Year 2018-2019, Fiscal Year 2019-2020, and Fiscal Year 2020-2021. The scope of work shall include all items contained in CITY's RFQ&P, dated March 25, 2016; CITY's Request for Proposal for a specific project, which is yet to be prepared; and CONTRACTOR's Proposal prepared for a specific project, which is yet to be prepared. CITY's yet to be prepared Request for Proposal(s) and CONTRACTOR's yet to be prepared Proposals(s) are incorporated herein by reference as though fully set forth.

The scope of work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the scope of work or not.

2. Section 2 of Agreement No. 16-115 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 in the amounts outlined in CONTRACTOR's Proposal(s) for specific projects, which shall be based on the hourly rate schedule CONTRACTOR submitted with his SOQ. In no case shall the CONTRACTOR receive more than Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) in aggregate total for all work performed under this Agreement during the term of this Agreement as set forth in Clause 12.

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.

3. Section 12 of Agreement No. 16-115 entitled "Term" is hereby amended to read as follows:

**12. TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on June 30, 2021.

4. Except as amended herein, all other provisions of Agreement No. 16-115 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. Three to Agreement No. 16-115 to be executed the day and year first above written.

"CITY"  
CITY OF BAKERSFIELD

"CONTRACTOR"  
QUAD KNOFF, INC. (dba QK)

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

By:  \_\_\_\_\_  
Print Name: Janel Freeman

Title: Chief Financial Officer

APPROVED AS TO CONTENT:  
PUBLIC WORKS DEPARTMENT

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

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

By: \_\_\_\_\_  
**VIRGINIA GENNARO**  
City Attorney

Insurance: \_\_\_\_\_

COUNTERSIGNED:

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