

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

**AMENDMENT NO. TWO TO  
AGREEMENT NO. 17-184**

**THIS AMENDMENT NO. TWO TO AGREEMENT NO. 17-184** 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 **GUTIERREZ/ASSOCIATES**, a Sole Proprietorship (referred to herein as "DESIGN CONSULTANT").

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

**WHEREAS**, on December 13, 2017, CITY and DESIGN CONSULTANT entered into Agreement No. 17-184, wherein DESIGN CONSULTANT agreed to provide design engineering services for the Baffling System Retrofit at the Existing Bakersfield Police Department Firearms Range; and

**WHEREAS**, on December 11, 2019, CITY and DESIGN CONSULTANT entered into Amendment No. 1 to Agreement No. 17-184, wherein DESIGN CONSULTANT agreed to extend the term of Agreement No. 17-184 to December 31, 2020; and

**WHEREAS**, CITY and DESIGN CONSULTANT desire to expand the scope of work, increase compensation by \$19,380.00, and extend the term of Agreement No. 17-184 to December 31, 2021.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, CITY and DESIGN CONSULTANT mutually agree to amend Agreement No. 17-184 as follows:

1. Section 1 of Agreement No. 17-184 entitled "Scope of Work" is hereby amended to read as follows:
  1. **SCOPE OF WORK.** In exchange for the Compensation (defined below) DESIGN CONSULTANT must competently and thoroughly design and engineer the Project as more specifically described in the Request, attached as **Exhibit A** and incorporated herein by reference, and in DESIGN CONSULTANT's scope of work, attached hereto as **Exhibit B** and incorporated herein by this reference, and in DESIGN CONSULTANT's additional scope of work, attached hereto as **Exhibit C** and incorporated herein by this reference (collectively, the project description in the Request, DESIGN CONSULTANT's original scope of work, and

DESIGN CONSULTANT's additional scope of work are referred to as "Scope of Work"). DESIGN CONSULTANT's services shall include all the procedures necessary to properly complete the Scope of Work, whether specifically included in the Scope of Work or not.

2. Section 2 of Agreement No. 17-184 entitled "Compensation/ Payment Procedure" is hereby amended to read as follows:

2. **COMPENSATION/PAYMENT PROCEDURE.** In exchange for performing the Scope of Work and subject to the terms of this section, City will pay DESIGN CONSULTANT a total fee of \$179,380 on a monthly basis based upon the percentage of the Scope of Work completed and per the submitted cost Proposal ("Compensation"). This fee will not be altered unless there is a significant alteration in the scope, complexity, or character of the Scope of Work. The proposal breakdown is as follows:

Preliminary Design Phase (Fixed Fee):	\$16,000
Design Phase (Fixed Fee):	\$142,380
Bidding Phase (T&M, Not-to-exceed):	\$3,000
<u>Construction Phase (T&amp;M, Not-to-exceed):</u>	<u>\$18,000</u>
<b>Total:</b>	<b>\$179,380</b>

CITY will pay DESIGN CONSULTANT within 30 days after DESIGN CONSULTANT submits an itemized invoice for the portion of the Scope of Work completed and that invoice is approved by CITY. The Compensation will be the total amount paid to DESIGN CONSULTANT for performing the Scope of Work and includes, but is not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to DESIGN CONSULTANT. In no case will CITY compensate DESIGN CONSULTANT more than \$179,380 for performing the Scope of Work.

3. Section 3 of Agreement No. 17-184 entitled "Term" is hereby amended to read as follows:

3. **TERM.** Unless terminated sooner as set forth herein this Agreement shall terminate on December 31, 2021.

4. Section 6 of Agreement No. 17-184 entitled "Time For Completion" is hereby amended to read as follows:

6. **TIME FOR COMPLETION.** DESIGN CONSULTANT must complete all assigned tasks set forth in the Scope of Work no later than July 31, 2020.

5. Except as amended herein, all other provisions of Agreement No. 17-184 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. Two to Agreement No. 17-184 to be executed the day and year first above written.

"CITY"  
**CITY OF BAKERSFIELD**

"DESIGN CONSULTANT"  
**GUTIERREZ/ASSOCIATES**

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

By:  \_\_\_\_\_  
**EFREN GUTIERREZ**  
PRINCIPAL/OWNER

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