

AGREEMENT NO. _____

**AMENDMENT NO. TWO TO
AGREEMENT NO. 17-087**

THIS AMENDMENT NO. TWO TO AGREEMENT NO. 17-087 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 **RUETTIGERS & SCHULER CIVIL ENGINEERS**, a California corporation (referred to herein as "DESIGN CONSULTANT").

RECITALS

WHEREAS, on June 28, 2017, CITY and DESIGN CONSULTANT entered into Agreement No. 17-087, wherein DESIGN CONSULTANT agreed to provide on call civil engineering and surveying services for non-federally funded projects; and

WHEREAS, on June 28, 2019, CITY and DESIGN CONSULTANT entered into Amendment No. 1 for Agreement No. 17-087, wherein DESIGN CONSULTANT agreed to expand the scope of work, increase compensation by \$150,000.00, and extend the term of Agreement no. 17-087 to June 30, 2020; and

WHEREAS, CITY and DESIGN CONSULTANT desire to expand the scope of work, increase compensation by \$100,000.00, and extend the term of Agreement No. 17-087 to June 30, 2021.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and DESIGN CONSULTANT mutually agree to amend Agreement No. 17-087 as follows:

1. Section 1 of Agreement No. 17-087 entitled "Scope of Work" is hereby amended to read as follows:

1. SCOPE OF WORK. DESIGN CONSULTANT shall competently and thoroughly design the project set forth in CITY's RFQ. The general scope of work for on call services is described as providing engineering and surveying services to CITY as CITY identifies specific projects for which DESIGN CONSULTANT will provide those on-call services during CITY's 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, dated March 24, 2017; CITY's Request for Proposal for a specific project, which is yet

to be prepared; and DESIGN CONSULTANT's Proposal prepared for a specific project, which is yet to be prepared. CITY's yet to be prepared Request for Proposal(s) and DESIGN CONSULTANT's yet to be prepared Proposals(s) are incorporated herein by reference as though fully set forth.

DESIGN CONSULTANT's services shall include all the procedures necessary to properly complete the task DESIGN CONSULTANT has been called upon to perform, whether specifically included in the scope of work or not.

2. Section 2 of Agreement No. 17-087 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 payments in the amounts outlined in DESIGN CONSULTANT's Proposal(s) for specific projects; said payments shall be paid in accordance with the hourly rate schedule DESIGN CONSULTANT submitted with his SOQ. In no case shall the DESIGN CONSULTANT receive more than \$550,000.00 in aggregate total for all work performed under this Agreement during the term of this Agreement as set forth in Section 1.

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 17 of Agreement No. 17-087 entitled "Term" is hereby amended to read as follows:

17. **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. 17-087 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. Two to Agreement No. 17-087 to be executed the day and year first above written.

"CITY"
CITY OF BAKERSFIELD

"DESIGN CONSULTANT"
RUETTIGERS & SCHULER CIVIL ENGINEERS

By: _____
KAREN GOH
Mayor

By:  _____
IAN J. PARKS
Partner

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