

## **AGREEMENT NO. 18-155 (2)**

### **AMENDMENT NO. 2 TO AGREEMENT NO. 18-155**

This **AMENDMENT NO. 2 TO AGREEMENT NO. 18-155** is made and entered into on \_\_\_\_\_, by and between the **CITY OF BAKERSFIELD**, a chartered City and municipal corporation ("CITY" herein), and **NV5, Inc.**, a Corporation, ("MANAGER" herein).

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

**WHEREAS**, on September 19, 2018, CITY and MANAGER entered into Agreement No. 18-155 ("AGREEMENT" herein), wherein MANAGER would provide Construction Management Services for the 24<sup>th</sup> Street Improvement Project ("PROJECT" herein) for an amount not to exceed \$2,988,883.74; and

**WHEREAS**, on May 6, 2020, CITY and MANAGER amended the Agreement No. 18-155 to provide for additional construction management services for a not-to-exceed amount of \$696,209.12; and

**WHEREAS**, the parties now desire to enter into this Amendment No. 2 to the AGREEMENT to be able to finish the field work, compile as-builts, and complete the project closeout; and

**WHEREAS**, the Compensation will also need to be increased by a not-to-exceed amount of **\$109,022.36** as a result of this additional work, to be paid as outlined in **Attachment C-2**, attached hereto and incorporated herein by this reference.

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

1. **Section 2 of the AGREEMENT 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 MANAGER as follows ("Compensation"):

- 2.1 **Actual Costs.** CITY will reimburse MANAGER's actual costs (including labor costs, employee benefits, overhead, and other direct costs) in an amount not to exceed **\$3,551,886.81** exclusive of any fixed fee. Actual costs shall not exceed the estimated wage rates and other costs set forth in the approved MANAGER's Cost Proposal, unless additional reimbursement is provided for by contract amendment.
- 2.2 **Fixed Fee.** CITY will pay MANAGER's a total fixed fee of **\$242,228.41** based upon the percentage of the Scope of Work completed. This fixed fee will not be altered unless there is a significant alteration in the scope, complexity, or character of the Scope of Work.

CITY will pay MANAGER within 30 days after MANAGER submits an itemized invoice for the portions of the Scope of Work completed and that invoice is approved by CITY. The Compensation will be the total amount paid to MANAGER 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 MANAGER. In no case will CITY compensate MANAGER more than **\$3,794,115.22** for performing the Scope of Work.

2. Except as amended herein, all other provisions of AGREEMENT shall remain in full force and effect.

Signatures on the following page

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed, the day and year first-above written.

"CITY"

**CITY OF BAKERSFIELD**

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

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

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

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

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

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

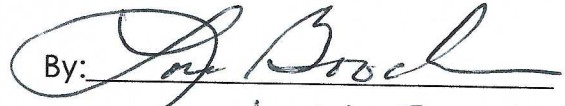
COUNTERSIGNED:

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

Attachments: **Attachment C-2**

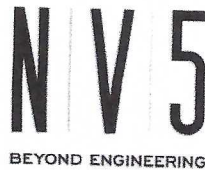
"MANAGER"

**NV5, Inc.**

By:  \_\_\_\_\_  
Type or Print Name: LORI Goodwin  
Title: Vice President

# **ATTACHMENT C-2**





## ATTACHMENT C-2

### SCOPE OF CONSULTANT SERVICES

#### ***AMENDMENT 2 TO AGREEMENT 18-155 FOR 24<sup>TH</sup> STREET OPERATIONAL IMPROVEMENTS PROJECT CONSTRUCTION MANAGEMENT***

#### DESCRIPTION OF PROJECT

NV5 shall be bound by the requirements and scope of work included in Agreement 18-155.

Amendment 2 provides additional construction management services including construction observation, biological monitoring, CPM analysis, contract administration, and project closeout for the 24<sup>th</sup> Street Operational Improvements Project

#### COMPLETIONS SCHEDULE

The fee estimate is directly dependent on the contractor's work schedule and ability to execute the construction work. The fee estimate is based on the following assumptions:

- Construction and punch list completion by December 31, 2020
- Project closeout complete by January 31, 2021

In the event that the City Project Manager requires additional Construction Management services above the value established in the attached fee estimate or the Construction Contract duration extends beyond the above stated assumptions, NV5 will remain onsite and provide continuous Construction Management services. However, these services shall be considered as additional services, are above and beyond the scope and fee estimate of this contract, and shall be paid on a cost plus fixed fee basis as set forth by the appropriate hourly wages, mark-up, and profit shown in the contract. In addition, should the City request additional services not included in the contract, NV5 can provide those services. They shall also be considered as additional services, to be paid on a cost plus fixed fee basis.

#### FEE SCHEDULE

Compensation to provide Construction Management services required for the construction observation and administration for the subject construction project as detailed in this Agreement, for the time periods discussed in the previous section throughout the duration of the contract, shall be on a time and materials basis for the necessary personnel and reimburseables at the rates included in Agreement 18-155.

# ATTACHMENT C-2

## CITY OF BAKERSFIELD (TRIP) - 24th Street Improvement Project CONSTRUCTION MANAGEMENT AMENDMENT NO. 2 FEE ESTIMATE

Construction (12/1/2020 - 12/31/2020)										Post Construction / Project Closeout (1/1/2021 - 1/31/2021)										TOTAL JOB			TOTALS		
TOTAL HOURS		WAGE		MARKED-UP		RATE		TOTAL		#1	#2	#3	TOTAL HOURS		TOTAL WAGE		TOTAL MARKED-UP		TOTAL RATE		TOTAL TOTAL				
MONTH #	Assignment	#1	#2	NA	NA	NA	NA	105.80	230.52	\$4,610.34				0	0	0	20	105.80	230.52			40	9,220.68		
	Construction Manager*	20	NA	NA	NA	NA	NA	105.80	230.52	\$4,610.34				0	0	0	20	105.80	230.52			40	9,220.68		
	Assistant Construction Manager	168	NA	NA	NA	NA	NA	76.94	167.64	\$28,162.99				0	0	0	168	76.94	167.64			336	56,325.99		
	Office Engineer**	100	NA	NA	NA	NA	NA	35.00	76.26	\$7,625.60				0	0	0	100	35.00	76.26			200	20,437.14		
	Inspectors	0	NA	NA	NA	NA	NA	65.00	141.62	\$0.00				0	0	0	0	65.00	141.62			0	0.00		
	Phil, Harman, Ryan																								
Total Const Labor										\$40,399.14	Total Post Construction Labor										\$45,564.68	SUBTOTAL			\$85,963.81
OVERTIME										\$7,738.54	PROFIT (9.0%)										\$7,738.54	SUBTOTAL			\$93,722.35
Biological Monitoring										\$-	Materials Testing and Source Inspection										\$-	SUBTOTAL			\$-
CPM Scheduling Support										\$-	Mark-up										\$-	SUBTOTAL			\$-
Employee lodging										\$93,722.36	RE Office										\$2,000.00	SUBTOTAL			\$95,722.36
Vehicles (Lease, Maintenance, Insurance, Gas)										\$10,000.00	Cell Phones										\$3,000.00	SUBTOTAL			\$13,000.00
Other Direct Costs (office supplies, field supplies, etc)										\$300.00											\$-	SUBTOTAL			\$300.00
GRAND TOTAL										\$109,022.36												GRAND TOTAL			\$109,022.36