

AGREEMENT NO. _____

**AMENDMENT NO. [1] TO
AGREEMENT NO. 2021-245**

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 2021-245 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation (referred to herein as "CITY"), and **RYMAC GENERAL CONTRACTING, INC.**, a California contractor, (referred to herein as "DESIGN/BUILDER").

R E C I T A L S

WHEREAS, on October 20, 2021, CITY and DESIGN/BUILDER entered into Agreement No. 2021-245 for DESIGN/BUILDER to design and build a remodel expansion of the Brundage Lane Navigation Center (BLNC) on a design/build basis; and

WHEREAS, the demolition and design phase has been substantially completed; and

WHEREAS, the Plans Specifications & Estimate (PS&E) Preparation Phase documents are now approximately 65% complete; and

WHEREAS, CITY and DESIGN/BUILDER have negotiated a Guaranteed Maximum Price for the Construction Phase of the project based on the Budgeting Estimate attached hereto and incorporated by reference herein as **Exhibit A**; and

WHEREAS, the parties now desire to enter into Amendment No. 1 to Agreement No. 2021-245 to increase the compensation amount of Agreement No. 2021-245 by Six Million Fourteen Thousand Seven Hundred and Four dollars **(\$6,014,704.00)** to allow for the completion of the construction phase of the project.

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

1. Section 2 of Agreement No. 2021-245 entitled "COMPENSATION" is hereby amended to read as follows:

2. COMPENSATION. The following table shows the compensation for all work, services, or products the DESIGN/BUILDER will provide during the design and construction phases of the project:

2.1 Design Phase.

2.1.1	PS&E Architectural Design Phase, fixed fee	\$54,050.00
2.1.2	Selective Demolition for Engineering Review	<u>\$ 4,224.00</u>
2.1.3	Total for Preliminary Design Phase	\$58,274.00

2.2 Construction Phase:

2.2.1	Demo & General Misc	\$785,050.00
2.2.2	Utilities & Infrastructure	\$425,280.00
2.2.3	Covered Outdoors Area/Fencing -1400sf	\$104,920.00
2.2.4	Men's Dorms 1& 2 (w/Hallways)- 7800 sf	\$277,610.00
2.2.5	Caseworker Offices & Multi-Purpose – 3750sf	\$217,560.00
2.2.6	Data, Call Center & Admin (w/Hallway) – 2450 sf	\$170,460.00
2.2.7	Men's Restroom, Showers & Hallway – 1950sf	\$345,395.00
2.2.8	Recup. Care & Emergency Vehicle Area – 4725sf	\$668,543.50
2.2.9	Code Enforcement Area	\$161,592.50
2.2.10	Expanded Parking & Kennel Area	\$1,461,575.00
2.2.11	Architect & Consultants/Gen. Req./ Ins. & Bond	\$576,562.00
2.2.12	General Contractor Overhead and Profit	\$259,728.00
2.2.13	3 rd Party Testing Lab	\$15,000.00
2.2.14	Project Contingency (10%)	<u>\$545,428.00</u>
2.2.15	Guaranteed Maximum Price for Const. Phase	\$6,014,704.00

2.3 Total of all work - Sections 2.1. through 2.2.15. \$6,072,978.00

2. Except as amended herein, all provisions of Agreement No. 2021-245 shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. 2021-245 to be executed the day and year first above written.

"CITY"
CITY OF BAKERSFIELD

"DESIGN/BUILDER"
**RYMAC GENERAL
CONTRACTING, INC.**

By: _____
KAREN GOH

Mayor

By: _____

Print Name: **JEFF HUDSON**

Title: OWNER

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney II

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
STUART PATTESON
ACTING PUBLIC WORKS DIRECTOR

COUNTERSIGNED:

By: _____
RANDY McKEEGAN
Finance Director

JHR/vlg

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