

AGREEMENT NO. _____

**AMENDMENT NO. [2] TO
AGREEMENT NO. 2020-106**

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 2020-106 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation (referred to herein as "CITY"), and **B.R. FROST COMPANY** a Corporation authorized to do business in California (referred to herein as "CONTRACTOR").

RECITALS

WHEREAS, CITY issued a Request for Qualifications (RFQ) dated April 21, 2020 and CONTRACTOR submitted a proposal in response to the RFQ concerning On-Call Wastewater Maintenance for the Wastewater Division; and

WHEREAS, on June 24, 2020, the CITY and CONTRACTOR entered into Agreement No. 2020-106 wherein CONTRACTOR would provide on-call wastewater maintenance services; and

WHEREAS, CITY and CONTRACTOR entered into Amendment No. 1 on February 23, 2022, wherein the parties extended the term until June 30, 2023 and increased compensation by an additional One Hundred Seventy Thousand Dollars (\$170,000), for a total compensation of Three Hundred Seventy Thousand Dollars (\$370,000); and

WHEREAS, the parties desire to amend Agreement No. 2020-106 to increase the compensation by One Hundred Fifty-Five Thousand Dollars (\$155,000) and extend the term by one year in accordance with the original terms of said agreement.

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

1. Section 2 of Agreement No. 2020-106 entitled "COMPENSATION" is hereby amended to read as follows:

2. **COMPENSATION/PAYMENT PROCEDURE.** Subject to the conditions of this section, CITY will pay CONTRACTOR as follows

for performing the Scope of Work ("Compensation"): A total payment not to exceed Five Hundred Twenty-Five Thousand Dollars (\$525,000) which shall be paid as follows: upon successful completion of tasks assigned to CONTRACTOR as described in the RFQ and at the rates specified in the submitted hourly rate sheet, attached hereto as **Exhibit B** and incorporated by reference herein.

CITY will pay CONTRACTOR within 30 days after CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR. In no case will CITY compensate CONTRACTOR more than \$ 525,000 for performing the Scope of Work.

2. Section 3 of Agreement No. 2020-106 entitled "TERM" is hereby amended to read as follows:

3. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on June 30, 2024.

3. Except as amended herein, all provisions of Agreement No. 2020-106 shall remain in full force and effect.


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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to Agreement No. 2020-106 to be executed the day and year first above written.

"CITY"
CITY OF BAKERSFIELD

"CONTRACTOR"
B.R. FROST COMPANY

By: _____
KAREN GOH
Mayor

By:  _____
Print Name: Craig S. Frost

Title: Vice President & General Counsel

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
GREGG STRAKALUSE
Public Works Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA RUDNICK
Deputy City Attorney II

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director