

AGREEMENT NO. _____

**AMENDMENT NO. ONE TO
AGREEMENT NO. 2023-064**

THIS AMENDMENT NO. ONE TO AGREEMENT NO. 2023-064 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 **KIMLEY HORN AND ASSOCIATES, INC.**, a Corporation authorized to do business in California (referred to herein as "DESIGN CONSULTANT").

R E C I T A L S

WHEREAS, on March 08, 2023, CITY and DESIGN CONSULTANT entered into Agreement No. 2023-064 in the amount of **Two Hundred Eighty-Eight Thousand, Eight Hundred Forty Four Dollars and Zero Cents (\$288,844.00)** wherein DESIGN CONSULTANT agreed to provide design services for the **Corridor Improvements: Niles Street and Monterey Street Project**; and

WHEREAS, CITY and DESIGN CONSULTANT desire to enter into Amendment No. 1 to expand the scope of work, and increase Compensation in the amount of **One Million, One Hundred Ninety Four Thousand, Seven Hundred Eighty One Dollars and Zero Cents (\$1,194,781.00)**. for a total compensation of **One Million, Four Hundred Eighty Three Thousand, Six Hundred Twenty Five Dollars and Zero Cents (\$1,483,625.00)**.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and DESIGN CONSULTANT mutually agree to amend Agreement No. 2023-064 as follows:

1. Section 1 of Agreement No. 2023-064 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 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 and DESIGN CONSULTANT's 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. 2023-064 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 as follows ("Compensation/Payment Procedure"):

2.1 **Actual Costs.** CITY will reimburse DESIGN CONSULTANT's actual costs (including labor costs, employee benefits, overhead, and other direct costs) in an amount not to exceed **One Million, Four Hundred Eighty Three Thousand, Six Hundred Twenty Five Dollars and Zero Cents (\$1,483,625.00)** exclusive of any fixed fee. Actual costs shall not exceed the estimated wage rates and other costs set forth in DESIGN CONSULTANT's cost proposal.

CITY will pay DESIGN CONSULTANT within 30 days after DESIGN CONSULTANT 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 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 **One Million, Four Hundred Eighty Three Thousand, Six Hundred Twenty Five Dollars and Zero Cents (\$1,483,625.00)** for performing the Scope of Work.

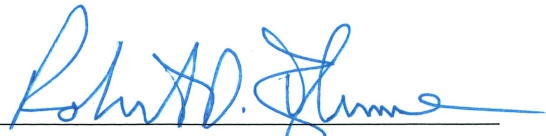
3. Except as amended herein, all other provisions of Agreement No. 2023-064 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. One to Agreement No. 2023-064 to be executed the day and year first above written.

"CITY"
CITY OF BAKERSFIELD

By: _____
KAREN GOH, Mayor

"DESIGN CONSULTANT"
KIMLEY HORN AND ASSOCIATES,
INC.

By:  _____

Type or Print Name: **ROBERT D. BLUME**

Title: **VICE PRESIDENT CA PE 39419**

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
GREGG STRAKALUSE
Public Works Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
ASHLEY ZAMBRANO
Deputy District Attorney

Insurance: _____

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

Attachments: **Exhibits A, B, and C**