

September 29, 2026

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

Various Projects

**PROPOSED AMENDMENT NO. 1 TO AGREEMENT WITH NAGLE EARTHWORKS
FOR THE JOB ORDER CONTRACT – SITE CIVIL PHASE 22 FACILITATING
CONSTRUCTION PROJECTS THROUGHOUT KERN COUNTY TO
INCREASE COMPENSATION AMOUNT; ALL DISTRICTS
(Fiscal Impact: \$1,000,000; General Fund; Budgeted; Discretionary)**

Attached for your Board's approval is Amendment No. 1, to Agreement No. SCJOC22, with Nagle Earthworks for the Job Order Contract (JOC) - Site Civil Phase 22, which provides construction throughout Kern County by way of a competitively bid, fixed period, fixed unit priced, and indefinite quantity contract. Work is accomplished by issuing a series of individual work orders, based on the established unit prices for the labor, equipment, and material required to complete the project.

The County of Kern utilizes Job Order Contracting (JOC) as an alternative project delivery method to efficiently procure and manage small- to medium-scale construction, renovation, and maintenance projects. JOC contracts are competitively bid and established with qualified contractors to perform a wide range of repair, alteration, and minor construction work on an as-needed basis under pre-determined unit prices.

A list of projects to be performed under this agreement is attached. In general, the work consists of, but is not limited to, various facility remodels.

On April 28, 2026, your Board approved the original Agreement in an amount not to exceed \$1,000,000.

This Amendment No. 1 will provide for an increase to the maximum compensation in the amount of \$1,000,000 for a new not to exceed amount of \$2,000,000, due to an increase in scope of work on projects currently under contract.

The attached Amendment No. 1 has been approved as to form by the office of County Counsel.

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Therefore, IT IS RECOMMENDED that your Board: 1) approve Amendment No. 1, to Agreement No. SCJOC22, with Nagle Earthworks, for Job Order Contract - Site Civil Phase 22, to increase the compensation amount by \$1,000,000, for a new total amount not to exceed \$2,000,000; and 2) authorize the Chairman to sign.

Sincerely,



Michelle Burns-Lusich
Chief General Services Officer

MBL:ks:nr:jv:yz
Attachment
cc: County Administrative Office,
Nagle Earthworks
831 Espee Street
Bakersfield, CA 93301

Job Order Contract
General Phase 22 - Nagle Earthworks

Account	JOC No.	Project Description	Amount
3274CC	SCJOC22N-01	1215 Truxtun Ave - Parking Lot Rehabilitation	\$44,160.57
3274CC	SCJOC22N-02	1415 Truxtun Ave - Parking Lot Rehabilitation	\$334,867.85
3274CC	SCJOC22N-03	BVARA Cleanup - Facilities Project	\$350,000.00
3274CC	SCJOC22N-04	Sam Lynn Ballpark Improvements - Parking Lot	\$246,090.62
3274CC	SCJOC22N-05	Sam Lynn Ballpark Improvements - Parking Lot 2	\$43,712.82
3274CC	SCJOC22N-06	Beale Library Parking Lot	\$500,000.00

\$ 1,518,831.86

AGREEMENT FOR THE JOB ORDER CONTRACT, PHASE 22
(County of Kern – Nagle Earthworks)

THIS AMENDMENT TO AGREEMENT, entered into this day _____, is between the COUNTY OF KERN, a political subdivision of the State of California, (hereinafter called "OWNER") and NAGLE EARTHWORKS, a California corporation (hereinafter called "CONTRACTOR"), whose address is 831 Espee Street, Bakersfield, CA 93301.

WITNESSETH:

WHEREAS, OWNER and CONTRACTOR entered into an agreement for the Job Order, Phase 22 (Agreement #SCJOC22) dated April 28, 2026 (hereinafter called the "AGREEMENT"); and

WHEREAS, the parties to the AGREEMENT desire to amend the AGREEMENT to provide for a \$1,000,000 increase in the maximum compensation;

NOW, THEREFORE, OWNER and CONTRACTOR do mutually agree as follows:

1. The second sentence of ARTICLE 1, PARAGRAPH 1.01, WORK OF THE CONTRACT of Document 00500 is hereby revised to read as follows:

The Maximum Contract Value is Two million dollars (\$2,000,000).

2. The parties agree to the use of electronic signatures using the DocuSign system for any amendments to the AGREEMENT. Electronic signatures shall be as of the same effect as an original signature.
3. All the remaining terms and conditions set forth in the AGREEMENT are continued hereafter in full force and effect, and all parties agree to continue performance in accordance with all terms in the AGREEMENT as amended.

IN WITNESS WHEREOF, this Amendment Number 1 to the AGREEMENT has been executed as of that date first herein above appearing.

APPROVED AS TO CONTENT:

COUNTY OF KERN (OWNER)

BY Michelle Burns-Lusich
Michelle Burns-Lusich, Chief General Services
Officer

BY _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:
Office of the County Counsel

Nagle Earthworks
(CONTRACTOR)

BY Brian Van Wyk
Brian Van Wyk, Deputy

BY Tate Nagle
Tate Nagle, Owner



Great Midwest Insurance Company

GENERAL PURPOSE RIDER

To be attached to and form part of Bond Number GM248181 effective March 31, 2026 issued by the Great Midwest Insurance Company in the amount of One Million and 00/100 Dollars (\$1,000,000.00) on behalf Nagle Earthworks as Principal, and in favor of County of Kern as Obligee:

NOW Therefore, it is agreed that the bond amount has been increased:

FROM: One Million and 00/100 Dollars (\$1,000,000.00)

TO: Two Million and 00/100 Dollars (\$2,000,000.00)

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged and in full force and effect.

This rider is to be effective the 27th day of August, 2026.

Signed, sealed and dated this 27th day of August, 2026.

Great Midwest Insurance Company

Surety


D. Jimenez, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Los Angeles)
 On AUG 27 2026 before me, Ethan Spector, Notary Public
 Date Here Insert Name and Title of the Officer
 Personally appeared D. Jimenez
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document _____ Document Date _____

Number of Pages _____ Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____	Signer's Name _____
☐ Corporate Officer—Title(s) _____	☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General	☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other _____	☐ Other _____

Signer Is Representing _____ Signer Is Representing _____

POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: **Janina Monroe, Jennifer Ochs, KD Wapato, Marina Tapia, Edward C. Spector, Ethan Spector, B. Aleman, Aidan Smock, Lisa Crail, Simone Gerhard, Erin Brown, Paul Rodriguez, Emily Newell, D. Jimenez, Rachel A. Mullen, Sarah Campbell, Jaren A. Marx, Sandra Carona, MB Neely, Alysha Mendoza, Chase Seyforth**

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

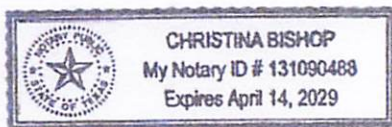
GREAT MIDWEST INSURANCE COMPANY



BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 27th Day of August 2026



BY Patricia Ryan
Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.