KERN COUNTY / General Services

Michelle Burns-Lusich
CHIEF GENERAL SERVICES OFFICER

November 17, 2026

Project: 1650.7123-20

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

PROPOSED RETROACTIVE AMENDMENT NO. 2 TO ENGINEERING SERVICES AGREEMENT 26-154 WITH WALLACE GROUP FOR THE HART MEMORIAL PARK ADVENTURE PLAY AREA DESIGN, TO REVISE THE SCOPE OF SERVICES, INCREASE THE COMPENSATION AMOUNT, AND EXTEND THE TERM DATE FROM OCTOBER 1, 2026, TO JUNE 30, 2027; S.D. #3
(Fiscal Impact: $5,000; Budgeted; Discretionary)

Attached for your Board's approval is retroactive Amendment No.2 to Engineering Services Agreement No. 26-154 with Wallace Group to revise the scope of services, increase the compensation amount, and extend the term for construction documents for the Hart Memorial Park Adventure Play Area. This amendment is retroactive due to administrative delays.

On December 17, 2025, the Purchasing Manager executed an Engineering Services Agreement No. 26-154, with Wallace Group in an amount not to exceed $59,974.00, for engineering consulting services in connection with the Hart Memorial Park Adventure Play Area.

On June 23, 2026, the Purchasing Manager executed Amendment No. 1 to extend the term from June 30, 2026, through October 1, 2026.

This retroactive Amendment No. 2 will revise Exhibit A to provide an additional scope of services related to the splashpad programmable logic controller; increase the compensation by $5,000, for a new total amount not to exceed $64,974 and provide for an extension of the term from October 1, 2026, through June 30, 2027.

County Counsel has reviewed and approved this amendment as to form.

Therefore, IT IS RECOMMENDED that your Board: 1) approve retroactive Amendment No. 2 to Agreement 26-154 with Wallace Group, for engineering services for the Hart Memorial Park Adventure Play Area Design to revise Exhibit A to provide an additional scope of services; increase the compensation by $5,000, for a new total amount not to exceed $64,974; and provide for an extension of the term from October 1, 2026, through June 30, 2027; and 2) authorize the Chairman to sign.

Sincerely,

Michelle Burns-Lusich
Chief General Services Officer

MBL:ks:nr:th:yz
Attachment
cc: CAO
County Counsel
File
Wallace Group
612 Clarion Court, San Luis Obispo, CA 93401

Docusign Envelope ID: 80841A33-6D59-8FCD-834D-7107A3AF3548

AMENDMENT NUMBER TWO
TO
ENGINEERING SERVICES AGREEMENT
(Kern County – *Wallace Group*)

THIS AMENDMENT TO AGREEMENT, effective October 1, 2026, is between the COUNTY OF KERN, a political subdivision of the State of California, as represented by the Construction Services Division of the General Services Department ("County") with its principal location at 1115 Truxtun Avenue, Bakersfield, CA 93301, and Wallace Group, a California Corporation ("Consultant"), whose principal place of business is at 612 Clarion Court, San Luis Obispo, CA 93401,

W I T N E S S E T H:

WHEREAS, County and Consultant entered into an Engineering Services Agreement dated December 17, 2025 agreement # 26-154 ("Agreement"); and

WHEREAS, the parties to the Agreement agreed to amend the Agreement on June 23, 2026, to extend the term date to October 1, 2026; and

WHEREAS, the parties to the Agreement desire to amend the Agreement as specified below;

NOW, THEREFORE, County and Consultant do mutually agree as follows (check those applicable):

X **Term**. The Agreement shall be extended through June 30, 2027, unless sooner terminated as provided for in the Agreement.
X **Services**. See REVISED Exhibit A, which is attached hereto and incorporated herein, for a change in the way the consultant shall invoice the County for their Services and additional scope of Services.
X **Compensation for Services** payable by County under the Agreement shall increase from $59,974 to $64,974.
____ **Expenses** payable by County under the Agreement shall increase/decrease from $_____ to $_____.
X **Total Amount Payable Under Agreement** (Compensation for Services, Plus Expenses) payable by County under the Agreement shall increase from $ 59,974 to $64,974.
____ **Other**: _____.

Except as expressly amended herein, all provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment Number 2 to the Agreement has been executed as of the date indicated above.

APPROVED AS TO CONTENT:

By Bill Potter.
Bill Potter, Deputy Chief General Services Officer

Date 11/6/2026

COUNTY OF KERN

By _____.
Phillip Peters, Chairman
"County"

Date _____

APPROVED AS TO FORM:
Office of the County Counsel

By Brian Van Wyk.
Deputy

Date 11/6/2026

WALLACE GROUP

By Brad Brechwald.
Brad Brechwald, CEO Wallace Group
"Consultant"

Date 11/6/2026

Rev 07/07/2016

KERN COUNTY CALIFORNIA
Brian Van Wyk

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REVISED EXHIBIT A TO AMENDMENT NO. 2 .
REVISED SERVICES

Consultant shall provide the Services shown below for the Responsible County Department based on the following payment schedule: (select one of the following options)

___ Consultant shall submit one invoice to County upon contract completion and acceptance of the Services by County.

___ Consultant shall invoice monthly for hours expended over the prior 30 days; County to retain 20% of all invoiced amounts until final acceptance of the Services by County.

__X__ Consultant shall invoice County percentage of completion of each milestones:
(insert percentages next to applicable milestones)

6 % Project Management
23 % Mechanical Engineering_- Pump Redesign_____
14 % Landscape Architecture – Irrigation Redesign
31 % Electrical Engineering – PG&E Application
26 % Construction Assistance
100 % TOTAL

___ Consultant shall invoice County as follows: (describe in detail any payment schedule, milestone payments, percentages and retention as applicable)

1. Additional Scope of Services

This amendment makes revisions to scope and adds the PLC (Programable Logic Controller) into the scope. The PLC was not included in the original scope and fee. The time includes coordination with the pump vendor on the PLC equipment, work on developing specifications and order of operations information on the PLC, and integration into the overall irrigation design. This amendment also includes additional PM time at partial coverage due to the extension of the timeline of the project. Note that Wallace Group is absorbing some time due in good faith due to any delays caused by the design team.

KERN COUNTY CALIFORNIA
Brian Van Wyk