

**FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF BEAUMONT
AND MARK THOMAS & COMPANY, INC. FOR PROFESSIONAL ENGINEERING
SERVICES FOR PHASE II OF THE POTRERO INTERCHANGE (CIP 2016-003)**

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 5th day of October, 2022, by and between the CITY OF BEAUMONT, a general law city, (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and Mark Thomas & Company, Inc., a California Corporation whose address is 10630 Town Center Drive, Suite 117, Rancho Cucamonga, CA 91730 (“CONTRACTOR”) in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

1. RECITALS

This First Amendment is made with respect to the following facts and purpose that the parties agree are true and correct:

A. On September 8, 2021, the City and Mark Thomas & Company, Inc., entered into that certain agreement entitled “Agreement for Professional Services by Independent Contractor” for Engineering Services for Phasing of Construction of the SR-60/Potrero Blvd. Direct On-Ramps to a Future Year (“Agreement”).

B. City has requested a further change in scope to the work under the Agreement regarding additional engineering services and grant application assistance and CONTRACTOR has requested that the scope of work should be increased as provided in the Proposal dated September 21, 2022, a copy of which is attached hereto as Exhibit “A”, and incorporated herein by this reference.

2. AMENDMENT

Section 2 of the Agreement is hereby amended to add to the Services those services identified in the Proposal attached hereto as Exhibit “A”.

Section 4.01 of the Agreement is hereby amended to increase the maximum compensation under the Agreement as follows: Under the original Agreement, compensation was set at an amount not to exceed Sixty Seven Thousand Three Hundred Forty Four dollars (\$67,344.00).

Per this First Amendment, compensation of Sixty Seven Thousand Three Hundred Forty Four dollars (\$67,344.00) is increased by the maximum amount of Forty Five Thousand Dollars (\$45,000.00) as provided in the Proposal attached hereto as Exhibit “A” resulting in total compensation under the Agreement not to exceed One Hundred Twelve Thousand Three Hundred Forty Four Dollars (\$112,344.00).

The recitals to this Amendment are deemed incorporated herein by this reference. All other terms of the Agreement not expressly amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this Third Amendment to Professional Services Agreement to be effective as of the day and year first above-written.

CITY:

CONTRACTOR:

CITY OF BEAUMONT

MARK THOMAS & COMPANY, INC.

By: _____

By: _____

Lloyd White, Mayor

Print Name: _____

ATTEST

Title: _____

City Clerk

APPROVED AS TO FORM

John Pinkney, City Attorney

EXHIBIT “A”

PROPOSAL DATED SEPTEMBER 21, 2022