

**THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF BEAUMONT AND FALCON ENGINEERING SERVICES, INC., FOR  
CONSTRUCTION MANAGEMENT SERVICES FOR SR-60/POTRERO BOULEVARD  
INTERCHANGE PROJECT (PHASE 1)**

THIS THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 2<sup>nd</sup> day of April, 2019, by and between the CITY OF BEAUMONT, a general law city, (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and FALCON ENGINEERING SERVICES, INCORPORATED, a California corporation whose address is 341 Corporate Cir # 101, Corona CA 92879 (“CONTRACTOR”) in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

1. RECITALS

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

A. On October 18<sup>th</sup>, 2017, the City and FALCON ENGINEERING, INC., entered into that certain agreement entitled “Agreement for Professional Services by Independent Contractor” for CONSTRUCTION MANAGEMENT SERVICES FOR SR-60/POTRERO BOULEVARD INTERCAHGE PROJECT (PHASE 1) Services (“Agreement”).

B. On or about, January 15<sup>th</sup>, 2019, the City and FALCON ENGINEERING, INC., entered into that certain FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“First Amendment”) whereby the scope of services and compensation under the Agreement was increased.

C. On or about, April 2<sup>nd</sup>, 2019, the City and FALCON ENGINEERING, INC., entered into that certain SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“Second Amendment”) whereby the scope of services and compensation under the Agreement was increased.

D. City has requested a further change in scope to the work under the Agreement regarding the installation of 24” water lines and widening of Potrero Boulevard and CONTRACTOR has requested that the scope of work should be increased as provided in the Proposal dated August 20, 2019, 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 One Million Seven Hundred Twenty Seven Thousand Eight Hundred and Eighty Six Dollars and sixty cents (\$1,727,886.60). Under the First Amendment compensation was increased by the maximum amount of Three Hundred Fifty Nine Thousand Eight Hundred Dollars (\$359,800.00) resulting in total compensation under the Agreement not to exceed Two Million Eighty Seven Thousand Six Hundred and Eighty Six Dollars and Sixty Cents (\$2,087,686.60).

Under the Second Amendment compensation was increased by the maximum amount of One Hundred Eighty Nine Thousand Eight Hundred Twelve Dollars and eighty cents (\$189,812.80) resulting in total compensation under the Agreement not to exceed Two Million Two Hundred Seventy Seven Thousand Four Hundred and Ninety Nine Dollars and forty Cents (\$2,277,499.40). Per this Third Amendment, compensation of Two Million Two Hundred Seventy Seven Thousand Four Hundred and Ninety Nine Dollars and forty Cents (\$2,277,499.40) is increased by the maximum amount of Eighty Three Thousand Three Hundred Thirty One Dollars and seventy six cents (\$83,331.76) as provided in the Proposal attached hereto as Exhibit "A" resulting in total compensation under the Agreement not to exceed Two Million Three Hundred Sixty Thousand Eight Hundred Thirty One Dollars and sixteen cents (\$2,360,831.16).

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

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Rey Santos, Mayor

Print Name: \_\_\_\_\_

ATTEST

Title: \_\_\_\_\_

\_\_\_\_\_

City Clerk

APPROVED AS TO FORM



John Pinkney, City Attorney

**EXHIBIT “A”**

**PROPOSAL DATED AUGUST 20<sup>th</sup>, 2019**