

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF BEAUMONT AND MOFFAT & NICHOL, FOR ENVIRONMENTAL
SERVICES FOR THE PENNSYLVANIA AVENUE WIDENING PROJECT**

THIS SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 2nd day of February, 2021, by and between the CITY OF BEAUMONT, a general law city, (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and Moffat & Nichol whose address is 3780 Kilroy Airport Way, Suite 600, Long Beach, CA 90806 (“CONTRACTOR”) in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

1. RECITALS

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

- A. On December 19th, 2017, the City and MOFFAT & NICHOL, entered into that certain agreement entitled “Agreement for Professional Services by Independent Contractor” for providing Environmental Documentation Services for the Pennsylvania Avenue Interchange Improvement Project, Pennsylvania Avenue Widening Project and the Pennsylvania Avenue Grade Separation Project. (“Agreement”).
- B. On or about, January 2nd, 2019, the City and MOFFAT & NICHOL 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. City has requested a further change in scope to the work under the Agreement regarding Environmental Services 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 Tow Hundred Ninety Five Thousand Five Hundred Twenty Three Dollars (\$295,523.00). Under the First Amendment compensation was increased by the maximum amount of Fifty One Thousand Six Hundred Eighteen Dollars (\$51,618.00) resulting in total compensation under the Agreement not to exceed Three Hundred Forty Seven Thousand One Hundred Forty One Dollars

(\$347,141.00).

Per this Second Amendment, compensation of Three Hundred Forty Seven Thousand One Hundred Forty One Dollars (\$347,141.00) is increased by the maximum amount of Sixty Four Thousand Five Hundred Twenty Eight Dollars (\$64,528.00) as provided in the Proposal attached hereto as Exhibit "A" resulting in total compensation under the Agreement not to exceed Four Hundred Eleven Thousand Six Hundred Sixty Nine Dollars (\$411,669).

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 Second Amendment to Professional Services Agreement to be effective as of the day and year first above-written.

CITY:

CONTRACTOR:

CITY OF BEAUMONT

By: _____

By: _____

Mike Lara, Mayor

Print Name: _____

Title: _____

EXHIBIT “A”

PROPOSAL DATED November 11th, 2020