

**FIRST AMENDMENT TO AGREEMENT
FOR PROFESSIONAL CONSULTANT SERVICES FOR DISADVANTAGED BUSINESS ENTERPRISE (DBE)
PROGRAM ADMINISTERING AND LABOR AND COMPLIANCE MONITORING SERVICES**

The First Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and Perceptive Enterprises, Inc, a California corporation, hereinafter referred to as "Consultant." This First Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT for Professional Consultant Services for Disadvantaged Business Enterprises (DBE) Program Administering and Labor Compliance Monitoring Services," hereinafter referred to as "Agreement," dated July 2, 2025.

Whereas, the Consultant is providing Consultant Services for the purpose of monitoring Labor and Compliance for the Disadvantaged Business Enterprise Program.

Whereas, it is desirable to amend the Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this First Amendment.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date of June 30, 2030, is not extended by this Amendment, unless the termination date is further extended by an Amendment to the Agreement.

1.2 Exhibit "A" to the Agreement is hereby amended by expanding the Scope of Work to include citywide use of consultant's Labor and Compliance monitoring services."

1.3 Exhibit "D" to the Agreement is hereby further amended by adding to the cost proposal section thereof described in this First Amendment," an additional \$25,000.00 per year, for five (5) years of the term set forth in the original Agreement for Labor and Compliance monitoring of citywide projects.

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a “Not-to-Exceed” fee of \$125,000.00, as set forth in the above-referenced Cost Summary, in consideration of the Consultant’s performance of the work set forth in “Exhibit A – First Amendment.”

1.5 The total “Not-to-Exceed” fee for this contract is \$500,000.00 (\$375,000.00 for the original Agreement plus \$125,000.00 for the First Amendment to Agreement).

1.6 Vendor Compensation and Rate Adjustment. Vendor’s compensation, including all contracted hourly rates, is fixed for the Term of this Agreement, and no automatic or scheduled increases shall apply except those expressly incorporated herein. If the Vendor makes its performance contingent upon a rate increase, the Vendor commits a material breach, which may result in contract enforcement actions. Pricing for extended terms is subject to negotiation. No rate increase shall take effect unless it is expressly provided herein or approved in writing by the City and executed through a contract amendment.

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

Perceptive Enterprises, Inc.

By: _____

Brian Mohan, City Manager

Date: _____

By: _____

Name: _____

Title: _____

(President or Vice President)

Date: _____

INTERNAL USE ONLY

APPROVED AS TO FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head
(if contract exceeds \$30,000)

Date

By: _____

Name: _____

Title: _____

(Corporate Secretary)

Date: _____