



**CITY OF BEAUMONT**

City Hall  
550 E. 6th Street  
Beaumont, CA 92223  
PH: (951) 769-8520  
FAX: (951) 769-8526

**PURCHASE ORDER**

**PO Number:** 20/210876-R1

**Date:** 07/01/2022

**Requisition #:** REQ0001457

**Vendor #:** 4339

**ISSUED TO:** EXP US SERVICES, INC  
205 N. MICHIGAN, STE 3600  
CHICAGO, IL 60601-

**SHIP TO:** CITY OF BEAUMONT CA  
Attn:PUBLIC WORKS  
550 EAST 6TH STREET  
BEAUMONT, CA 92223

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0	ENGINEERING FOR BMT MASTER PLAN LINE 2 STAGE 1	500-0000-8030-0000	2019-019A	0.00	417,425.12
2	0	Amendment 1	500-0000-8030-0000	2019-019A	0.00	61,847.00

<b>SUBTOTAL:</b>	479,272.12
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	479,272.12

**Authorized by:** \_\_\_\_\_

1. Original invoice with remittance slip must be sent to: ATTN: Finance - City Hall, 550 E. 6th Street, Beaumont, CA 92223.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. ID# 95-6000676

**FIRST AMENDMENT  
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF BEAUMONT  
AND EXP U.S. SERVICES, INC. FOR PROFESSIONAL ENGINEERING SERVICES  
FOR BEAUMONT MASTER DRAINAGE PLAN (MDP) LINE 2, STAGE 1 PROJECT  
(CIP2019-019)**

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 1st day of November, 2022, by and between the CITY OF BEAUMONT, a general law city, (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and EXP U.S. Services, Inc. whose address is 451 E. Vanderbilt Way, Suite 375, San Bernardino, CA 92408 (“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 December 15, 2020, the City and EXP U.S. Services, Inc., entered into that certain agreement entitled “Agreement for Professional Services by Independent Contractor for Professional Engineering Services for Beaumont Master Drainage Plan (MDP) Line 2, Stage 1 Project (CIP2019-019) (“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 October 6, 2022, a copy of which is attached hereto as Exhibit “A”, and incorporated herein by this reference.

2. AMENDMENT

Section 1 of the Agreement is hereby amended to extend the period of time during which the Services are to be provided hereunder, but not to exceed February 16, 2024.

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 Four Hundred Forty-Two Thousand Two Hundred Fourteen Dollars (\$442,214).

Per this First Amendment, compensation of Four Hundred Forty-Two Thousand Two Hundred Fourteen Dollars (\$442,214) is increased by the maximum amount of Sixty-One

Thousand Eight Hundred Forty-Seven Dollars (\$61,847.00) as provided in the Proposal attached hereto as Exhibit "A" resulting in total compensation under the Agreement not to exceed Five Hundred Four Thousand Sixty-One Dollars (\$504,061).

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

**CITY:**

**CONTRACTOR:**

CITY OF BEAUMONT

EXP U.S. SERVICES, INC.

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

  
Julio Martinez, Mayor

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



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

Khalil Saba


ATTEST

  
Nake Williams  
Deputy  
City Clerk

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

Vice President

APPROVED AS TO FORM

  
John Pinkney, City Attorney

**EXHIBIT “A”**

**PROPOSAL DATED OCTOBER 6, 2022**



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**MEMORANDUM**

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**TO:** ROBERT VESTAL, P.E. – CITY OF BEAUMONT

**FROM:** PORTIA GONZALEZ, P.E.

**SUBJECT:** BEAUMONT MDP LINE 2 STAGE 1 - SCOPE AND FEE CHANGE

**DATE:** OCTOBER 6, 2022

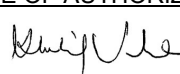
Please find the scope and fee change for updating the Line 2 hydrology study and performing the hydraulic analysis for Berkshire Channel. It is our understanding that the City and Riverside County Flood Control District (RCFCD) propose to design the Line 2 storm drain for the 10-year storm event.

Scope Addition:

- Coordination with RCFCD and City
- Perform Hydrology Study south of I-10 for the Q<sub>10</sub> and Q<sub>100</sub> ultimate land use conditions. Sub-area delineations will be prepared and approved by the City and RCFCD prior to developing the hydrology models.
- Prepare Hydrology and Hydraulics Memorandum. The City and RCFCD to provide review comments and EXP will incorporate comments in the Final Hydrology and Hydraulics Study and Memorandum.
- Review existing available drainage reports from Tract 31520 and 31520-1 and evaluate Berkshire Channel Hydraulics for the updated peak flows. The City and RCFCD to provide review comments and EXP to incorporate comments to the Final Hydraulic Study.
- Evaluate Potential Detention Basin Feasibility. Evaluation includes preliminary basin sizing, plans, basin routing calculations, inlet and outlet pipe hydraulics, emergency spillway evaluations.

Should you have any further questions, please feel free to contact me. Thank you.

### Cost & Price Form

Name of Firm: EXP U.S. SERVICES					
Project: Beaumont MDP Line 2 - Stage 1					
	Year 2022-2023			<b>Notes and Assumptions:</b> Escalation rates are not applied. New rates become effective March 31, 2023	
	HOURS	RATE	COST		
Project Manager	30	\$116.00	\$3,480		
Senior Project Engineer	4	\$115.38	\$462		
Senior Drainage Engineer	100	\$90.00	\$9,000		
Drainage Engineer	84	\$46.64	\$3,918		
TOTAL	218		\$16,859		
TOTAL DIRECT LABOR (COST)					\$16,859
TOTAL DIRECT LABOR (Hours)					218
<b>2. INDIRECT COSTS (overhead, G&amp;A - specify)</b>					
	INDIRECT RATE (%)	X BASE =	COST		
Fringe	65.32%	\$16,859	\$11,012		
Overhead	114.02%	\$16,859	\$19,223		
G&A	0.23%	\$16,859	\$39		
TOTAL INDIRECT				\$30,274	
<b>3. TOTAL DIRECT COST AND INDIRECT COSTS (sum of lines 1</b>				\$47,133	
<b>4. FIXED FEE OR PROFIT</b>					
(specify, applies to line 3 only)	10.00%	\$47,133	\$4,713		
TOTAL FEE					\$4,713
<b>5. OTHER DIRECT COSTS (specify)</b>					
ODC's				\$0	
<b>TOTAL EXP PRICE</b>				<b>\$51,847</b>	
<b>6. SUBCONSULTANT FEES</b>					
David Evans and Associates (Topo Mapping)				\$0.00	
Geocon (Geotechnical)				\$0.00	
EPIC Land Solutions (Utilities and Right of Way)				\$0.00	
ICF (Regulatory Compliance)				\$0.00	
Total Sub-Consultant Fee				\$0.00	
City Contingency Funds				\$ 10,000.00	
<b>TOTAL FEE</b>				<b>\$61,847.00</b>	
DATE	SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONSULTANT				
10/6/2022					

TASK	DESCRIPTION	FIRM	Project Manager	Senior Project Engineer	Senior Drainage Engineer	Drainage Engineer	TOTAL HOURS
<b>PROJECT MANAGEMENT / COORDINATION /ADMINISTRATION</b>							
1.10	Meetings	EXP	8	4			12
1.11	Coordination and Progress Reporting	EXP	4				4
<b>SUBTOTAL Task 1 - Project Management</b>			<b>12</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>16</b>
<b>ENGINEERING DEVELOPMENT</b>							
6a	30% Submittal Package		18	0	100	84	202
6a.1	Line 2 Hydrology Study	EXP	8		40	24	72
6a.b	Technical Memorandum	EXP	2		12		14
6a.3	Hydraulic Analysis Berkshire Channel and Basin Analysis	EXP	8		48	60	116
<b>TOTAL</b>			<b>30</b>	<b>4</b>	<b>100</b>	<b>84</b>	<b>218</b>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/07/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C. No. Ext):</b> 1-877-945-7378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	<b>FAX (A/C. No.):</b> 1-888-467-2378
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> EXP US Services, Inc. 205 N. Michigan Ave. Chicago, IL 60601	<b>INSURER A:</b> XL Insurance America Inc <span style="float: right;">NAIC # 24554</span>	
	<b>INSURER B:</b> National Fire Insurance Company of Hartford <span style="float: right;">20478</span>	
	<b>INSURER C:</b> Continental Casualty Company <span style="float: right;">20443</span>	
	<b>INSURER D:</b> AIG Insurance Company of Canada <span style="float: right;">B1206</span>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: W28043281

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	US00057823LI22A	03/31/2022	03/31/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6076413496	03/31/2022	03/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	6072004033	03/31/2022	03/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			061127095	03/31/2022	03/31/2023	Per Claim \$3,000,000 Aggregate \$3,000,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Professional Engineering Services for Beaumont Master Drainage Plan (MDP) Line 2, Stage 1 Project (CIP2019-019)

CITY, its officials, employees and agents are included as Additional Insureds as respects to General Liability.

General Liability and Auto Liability policy shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds.

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF BEAUMONT 550 E. 6th Street Beaumont, CA 92223	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED EXP US Services, Inc. 205 N. Michigan Ave. Chicago, IL 60601	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you are required in a written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract or written agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contact or written agreement.	As required per written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.