

**FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF BEAUMONT
AND ALBERT A. WEBB ASSOCIATES FOR ENGINEERING SUPPORT SERVICES
FOR THE MESA LIFT STATION FORCE MAIN PROJECT (CIP WW-09)**

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the ___ day of February, 2025, by and between the CITY OF BEAUMONT, a general law city, (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and ALBERT A. WEBB ASSOCIATES, a California corporation whose address is 3788 McCray Street #32, Riverside, CA 92506 (“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 August 15, 2023, the City and ALBERT A. WEBB ASSOCIATES, entered into that certain agreement entitled “Agreement for Professional Services by Independent Contractor” for ENGINEERING SUPPORT SERVICES FOR THE BEAUMONT MESA LIFT STATION FORCE MAIN PROJECT (“Agreement”).

B. City has requested a further change in scope to the work under the Agreement regarding additional design services for existing deficiencies and CONTRACTOR has requested that the scope of work should be increased as provided in the Proposal dated September 6, 2024, 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 Agreement, compensation was set at seventy-four thousand five hundred fifty-one dollars (\$74,551). Per this First Amendment, compensation is increased by the maximum amount of twelve thousand five hundred dollars (\$12,500) as provided in the Proposal attached hereto as Exhibit “A” resulting in total compensation under the Agreement not to exceed eighty-seven thousand fifty-one dollars (\$87,051).

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

ALBERT A. WEBB ASSOCIATES

By: _____

By: _____

Mike Lara, Mayor

Print Name: _____

ATTEST

Title: _____

City Clerk

APPROVED AS TO FORM

John Pinkney, City Attorney

EXHIBIT “A” PROPOSAL

DATED September 6, 2024



September 6, 2024

Kenyon Potter
CITY OF BEAUMONT
550 E 6th Street
Beaumont, CA 92223

RE: Request for Contract Amendment No. 1 – Additional Construction Support Services for the Beaumont Forcemain Project,

Dear Mr. Potter:

Albert A WEBB (WEBB) Associates submits this request for contract amendment for additional services not included in the original budget. During construction, there was no survey control established for the north end of Nicolas and potholing data revealed unforeseen conflicts which resulted in survey work to establish control, additional construction staking and re-design work for the manholes in 4th Streets and the air valve installation at the north end of Nicolas. WEBB responded to construction assistance at the request of the City throughout the project. The original estimated budgets and assumptions have been exceeded and will be exceeded based on preparing the as-builts. The scope of services and budgets for the additional work to finish the project are as follows:

Additional Surveying and Construction Staking	\$3,500
<ul style="list-style-type: none">Additional Staking requested by Contractor due to re-design from unforeseen conditions	
Re-design	\$3,000
<ul style="list-style-type: none">Engineering design to address conflicts from unforeseen conditions	
As-builts	\$6,000
<ul style="list-style-type: none">Provide as-builts from design revisions and Contractor redlines	

The total amount requested for these services is **\$12,500**, not to be exceeded without prior authorization, and to be billed in accordance with the executed agreement dated August 15, 2023.

If you find this proposal acceptable, please sign the space provided below and return to our office. We appreciate this opportunity to be of service to your firm and look forward to hearing from you. If you have any questions regarding this proposal, please contact us at 951-686-1070.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Reed Chilton, PE
Director of Construction Management and Inspection



Brad Sackett, PE
Senior Engineer

REVISED SCOPE & FEE ACCEPTED BY:

City of Beaumont