

## **FIRST AMENDMENT TO AGREEMENT FOR SERVICES BY INDEPENDENT CONTRACTOR**

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR (“Amendment”) is made and effective upon signature by and between the CITY OF BEAUMONT (“CITY”), a general law city, and SKM Engineering, LLC, a California Corporation, (hereinafter called “CONTRACTOR”) in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

### **RECITALS**

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

- A. On January 6, 2025, CITY and CONTRACTOR entered into that certain agreement entitled “Agreement for Services by Independent Contractor (“Agreement”).

### **AMENDMENT**

Section 1 Term of Agreement. In accordance with Section 1 of the Agreement, the parties agree to extend the term of the Agreement by six (6) months. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate on June 30, 2026, unless earlier terminated by the parties in accordance with the Agreement or extended by the parties of the Agreement is hereby amended as follows: CONTRACTOR agrees to provide the services (“Services”) as follows: To provide professional engineering services for SCADA programming system integration and related services for the wastewater facilities per Exhibit “A” and any other services which the City may request in writing. CONTRACTOR designates Mark Jeppsen, P.E., as CONTRACTOR’s professional responsible for overseeing the Services provided by CONTRACTOR.

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 (\$75,000.00). Per this First Amendment, compensation is increased by the amount of (\$20,000.00), resulting in total compensation under the Agreement not to exceed (\$95,000.00).

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 Amendment to be effective as of the day and year first above-written.

**SIGNATURE PAGE TO FIRST AMENDMENT TO AGREEMENT FOR  
SERVICES BY INDEPENDENT CONTRACTOR**

**CITY OF BEAUMONT**

CITY:

CITY OF BEAUMONT

By: \_\_\_\_\_  
Elizabeth M. Gibbs, City Manager

CONTRACTOR:

By: Mark P. Jeppsen

Print Name: Mark Jeppsen

Title: Principal

Date: 9/18/2025

**EXHIBIT "A1"**

**PROPOSAL**

City of Beaumont Contract Number:  
C24-147.1



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/10/2025

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 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> American Ins. & Investment 448 S 400 E Salt Lake City UT 84111	<b>CONTACT NAME:</b> Mason Allen	
	<b>PHONE (A/C. No. Ext):</b> 801-364-3434	<b>FAX (A/C. No):</b>
<b>E-MAIL ADDRESS:</b> mason.allen@american-ins.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> XL Specialty Insurance Company		37885
<b>INSURER B :</b> Hartford Accident & Ind Co.		22357
<b>INSURER C :</b> Twin City Fire Insurance Co		29459
<b>INSURER D :</b> Hartford Insurance Company of Illinois		38288
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**INSURED** AQUAENG-01  
 SKM Engineering LLC  
 533 West 2600 South Ste 275, 25, & 175  
 Bountiful UT 84010

**COVERAGES**

CERTIFICATE NUMBER: 1157466928

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
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			34SBAIJ6668	2/24/2025	2/24/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			34UECZT2028	2/24/2025	2/24/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			34SBAIJ6668	2/24/2025	2/24/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<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			34WEGBV3U14	8/11/2025	2/24/2026	<input 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
A	Professional Liability Retroactive Date 2/7/1994			DPR5024481	2/19/2025	2/19/2026	Each Claim 2,000,000 Aggregate 2,000,000

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

"The City of Beaumont, its elected and appointed officers, employees, agents and volunteers are named as additional insured as required by written contract with respect to General Liability and Auto Liability. 30 Days' Notice of Cancellation to certificate holder, 10 days for non-payment of premium applies."

**CERTIFICATE HOLDER****CANCELLATION**

City of Beaumont  
 550 E. 6th Street  
 Beaumont CA 92223  
 United States

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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