

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

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR (“Amendment”) is made and entered into by and between the CITY OF BEAUMONT, a general law city (“City”), and COMMUNITY WORKS DESIGN GROUP, a California corporation (“Consultant”). This Amendment is effective as of the date of the last signature below (“Effective Date”).

**RECITALS**

A. CITY and CONSULTANT entered into that certain AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR dated January 16, 2024 (“Agreement”), for parks design services.

B. The Agreement established a not-to-exceed compensation amount of \$358,555 for preparation of concept plans and construction documents for improvements to Nicklaus Park and Palmer Park.

C. City identified the need for additional services necessary to support project design and implementation, including: (i) additional geotechnical investigation services to evaluate groundwater conditions; and (ii) development of a phased construction plan to allow staged implementation of the project.

D. On August 1, 2025, Consultant requested that compensation should be increased as provided in Exhibit “A”, attached hereto and incorporated herein by this reference.

E. The parties desire, in accordance with Section 13.01, to amend the Agreement to (i) extend the term of the Agreement, (ii) include the additional services necessary to support the project, and (iii) increase the total not to exceed compensation.

**AMENDMENT**

The parties hereby agree as follows:

1. Term. Section 1 of the Agreement is hereby amended to extend the term of the Agreement by three (3) years, to allow sufficient time for completion of the Project.

2. Scope of Services. Section 2 of the Agreement is hereby amended to include additional services consisting of the performance of geotechnical investigation services, including reopening

existing borings and documenting groundwater levels; the preparation of a phased construction plan, consisting of a three-phase construction strategy and corresponding construction documents; and such other related services as may be authorized in writing by CITY. All such additional services shall be performed in accordance with Exhibit “A” (Work Authorization dated August 11, 2025) and the supporting proposal materials attached hereto this Amendment and incorporated herein by this reference.

3. Compensation. Section 4.01 of the Agreement is hereby amended to revise the total compensation as follows: the original Agreement amount of \$358,555.00, plus a prior approved change order in the amount of \$2,500.00 for reimbursable expenses, and additional compensation under this Amendment in the amount of \$33,355.50 (\$4,100 for geotechnical and remainder of 10% contingency to account for phasing request, that being \$29,255.50), resulting in a total not-to-exceed compensation of \$394,410.50. CONSULTANT shall not exceed this amount without prior written authorization from CITY in accordance with the Agreement.

4. Recitals. The recitals to this Amendment are deemed incorporated herein by this reference.

5. No Other Modifications. Except as expressly amended by this Amendment, all other terms, conditions, obligations, and provisions of the Agreement shall remain unchanged and in full force and effect.

6. Governing Law. This Amendment and the Agreement, as amended hereby, shall be governed by and construed in accordance with the laws of the State of California.

7. Counterparts; Authority. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Each signatory represents and warrants that they are authorized to execute this Amendment on behalf of the party for whom they sign.

8. Electronic Signatures. Each party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such party (“electronic signature”). The Parties hereto hereby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereby have made and executed this Amendment to be effective as of the day and year first above written.

CITY OF BEAUMONT

COMMUNITY WORKS DESIGN  
GROUP

\_\_\_\_\_  
Gustavo Romo,  
Interim City Manager

\_\_\_\_\_  
NAME:  
TITLE:

City Council Approval: \_\_\_\_\_

\_\_\_\_\_  
NAME:  
TITLE:

ATTEST:

\_\_\_\_\_  
Nicole Wheelwright  
Deputy City Clerk

APPROVED AS TO FORM:  
Slovak, Baron, Empey, Murphy & Pinkney  
LLP

\_\_\_\_\_  
John O. Pinkney  
City Attorney

**NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT’S BUSINESS ENTITY.**

**EXHIBIT “A”**

**[attached below]**



## WORK AUTHORIZATION

**CLIENT:** City of Beaumont  
Attn: Doug Story  
550 E. 6<sup>th</sup> Street  
Beaumont, CA 92223

**DATE:** AUGUST 11, 2025  
**JOB NUMBER:** 240114  
**AMENDMENT:** 1

**PROJECT:** Nicklaus & Palmer Parks - Add Services for Geotechnical Reporting

**SECTION A:** Consultant agrees to perform the following professional services:  
DESCRIPTION OF WORK: This letter confirms the conversation/agreement of 08/11/25 between Doug Story (CITY OF BEAUMONT) and COMMUNITY WORKS DESIGN GROUP wherein the Landscape Architect was instructed to perform the following work on the above-described project:

- **Aragon Geotechnical, Inc. will partially open original borings B-1 to B-7 (excluding B-3) with manual augers at Nicklaus Park to determine water table levels.**

**SECTION B:** COMPENSATION WILL BE:

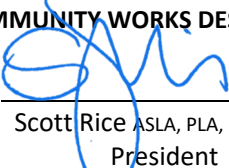
XXX Fixed Price \$4,715.00 + Materials  
(includes 15% coordination mark-up – see attached proposal from Aragon)

PAYMENT WILL BE:

XXX Progressively as Work is Satisfactorily Done

The parties hereto have accepted, made, and executed this Agreement upon the terms, conditions and provisions stated above which are incorporated hereinto and made part of this Agreement.

**CLIENT:**  
**BY:** \_\_\_\_\_

**COMMUNITY WORKS DESIGN GROUP**  
**BY:**   
Scott Rice ASLA, PLA, LEED AP, CASp  
President

**DATE:** \_\_\_\_\_

**DATE:** August 11, 2025

*Please return signed copy to our office and keep one for your files.*

August 7, 2025

Community Works Design Group  
7111 Indiana Ave., Ste 300  
Riverside, CA 92504  
Attn: Allison Rush

**RE: Nicklaus Park & Palmer Park Improvement Project – Extra Services**

Dear Ms. Rush:

Engineering Resources of Southern California (ERSC) is pleased to have the opportunity to submit a proposal to provide additional Geotechnical Consulting Services for the subject project. Aragon Geotechnical, Inc. (AGI) provided the initial geotechnical exploration and analysis for the Project in May of 2024. This report noted *“Unusual groundwater conditions were detected.....One boring became an artesian spring and was difficult to plug.”* In April 2025, the City noted water pouring out of the ground in the vicinity of Nicklaus Park and requested a solution on the issue. AGI responded that the water issue the City noted was identified in their Geotechnical Report.

The City has now requested AGI to perform additional borings in late summer to see if the water table has lowered. ERSC requested a proposal from AGI to perform this work.

**AGI Understanding:**

*The City desires confirmation of groundwater levels in the park site at previously drilled locations.*

**AGI Scope:**

- *AGI will partially open the original borings with manual augers. No drilling rig will be employed. AGI will locate the original boring holes.*
- *AGI originally performed boring of 7 holes. It is not recommended to re-drill #3 as this boring became an artesian well and continued to leak after AGI departed the site.*
- *AGI will use 6-inch and 3.5-inch augers. The consultant may optionally try driven plastic well points if faster penetration can be achieved.*
- *Water levels at B-1 to B-7 (excluding B-3) will be measured after at least a 30-minute wait.*
- *Holes will be backfilled (no at-grade wells or piezometers are proposed).*
- *Optional service (no charge): Plastic perforated piezometer pipes and/or well point casings can be set, with at least 24”-30” of pipe stickup above finish grade with City approval. These would be visible for further periodic monitoring and should be non-hazardous to patrons.*

- *A brief memorandum will be prepared identifying the tabulated groundwater information. It will be accompanied by a copy of the 2024 Geotechnical Map exhibit with depicted soil boring locations.*
- *Work will be complete within 8 working days of AGI receipt of authorization.*

The work identified above will be completed by (AGI) for the amount not to exceed \$4,100.00. AGI will begin scheduling work immediately following a Notice to Proceed (NTP) and will have the deliverables to the City within the noted 8 working days from NTP.

Thank you for the opportunity to submit this extra services proposal. If you have any questions, or require additional information, please contact me at [laskew@erscinc.com](mailto:laskew@erscinc.com) or (909) 890-1255, ext. 110.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lori Askew", with a stylized flourish at the end.

Lori J. Askew  
Director of Engineering