

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF BEAUMONT AND SKM ENGINEERING, LLC, FOR PROFESSIONAL
ENGINEERING SERVICES FOR PLC UPGRADE DESGIN (CIP2019-018)**

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the ____ day of _____, 2022, by and between the CITY OF BEAUMONT, a general law city, (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and SKM Engineering, LLC, a limited liability company whose address is 533 W 2600 S Suite 25, Bountiful, UT 84010 (“CONTRACTOR”) in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

1. RECITALS

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

A. On April 21, 2020, the City and SKM Engineering, LLC., entered into that certain agreement entitled “Agreement for Professional Services by Independent Contractor” for PROFESSIONAL ENGINEERING SERVICES FOR PLC UPGRADE DESIGN CIP 2019-018 (“Agreement”).

B. City has requested a further change in scope to the work under the Agreement regarding the upgrade of ten (10) lift stations with new PLC’s and programming and CONTRACTOR has requested that the scope of work should be increased as provided in the Proposal dated March 7, 2022, 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 First Amendment, compensation was set at one hundred forty-three thousand, nine hundred ninety-one dollars (\$143,991). Per this Second Amendment, compensation of one hundred forty three thousand, nine hundred ninety one dollars (\$143,991) is increased by the maximum amount of twenty-one thousand, seven hundred seventy seven dollars (\$21,777) as provided in the Proposal attached hereto as Exhibit “A” resulting in total compensation under the Agreement not to exceed one hundred sixty five thousand, seven hundred sixty eight dollars (\$165,768).

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

CITY:

CONTRACTOR:

CITY OF BEAUMONT

By: _____

By: _____

Lloyd White, Mayor

Print Name: _____

ATTEST

Title: _____

City Clerk

APPROVED AS TO FORM

John Pinkney, City Attorney

EXHIBIT “A”

PROPOSAL DATED March 7, 2022

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

CITY:

CONTRACTOR:

CITY OF BEAUMONT

SKM Engineering

By: _____

By:  _____

Lloyd White, Mayor

Print Name: Mark Jeppsen

ATTEST

Title: Principal

City Clerk

APPROVED AS TO FORM

John Pinkney, City Attorney



SAVE TIME • SAVE ENERGY • SAVE MONEY

533 W 2600 S, Suite 25, Bountiful, UT 84010
(801)677-0011 www.skmeng.com

SCOPE OF WORK MODIFICATION

April 13, 2022

Kristine Day / Robert Vestal

City of Beaumont

Re: City of Beaumont Lift Stations PLC Upgrades – Integration Scope of Work Changes

Mr. Vestal,

Per our discussions, we are requesting additional scope and budget based upon changes that were required to complete the Lift Station integration project. The original scope and fee included a contingency for unforeseen issues that might arise during the project. The fee presented for the additional scope subtracts the original contingency. Most of the costs presented here are based upon adding the Verizon PIP to the overall network design. This requires additional coordination with Verizon, biweekly meetings, hardware additions and modifications to the existing hardware. Further, the PIP takes 4-6 months to activate, and the cutover of the stations will occur prior to the PIP activation.

Scope of Services

1. Task 1 (Additional) – SCADA System Integration

The original budget included the cost of the master radio and two trips on site. In coordinating the cellular service, a Peplink Balance One was required for the physical connection of the Verizon Wireless PIP. The cost of this device and its associated licenses is \$2,640. We also will provide a spare unit unlicensed which has a cost of \$650.

The Verizon PIP requires 4-6 months of coordination with Verizon which includes biweekly meetings and installation coordination. Further, we will be required to program all the Cellular modems a second time and be on site for the physical cutover.

The City has implemented as SD-WAN configuration with Frontier to provide redundancy with the Internet service at the plant. This has required additional setup and testing for the project. We estimate this effort to be 12 hours.

Three trips were required for factory testing the Contractor furnished panels. The first test was a failed test and required the Contractor to rework the panels. This required a subsequent test. The third test was required as not all the panels were ready for testing at the time of the first test. We have included associated per diem costs and additional days for the testing.

2. Tasks 2 thru 10 – Our original scope had 2 days per cutover per lift station. Four seasons and Mesa required four days. In addition, the antenna installations and cutovers were scheduled for after the lift station cutovers instead of at the same time. We also had no time or effort in the repeater stations. Each of these stations required a day of onsite assistance and programming.

Cost Proposal

The following costs for the above-described tasks are broken down in the following table. We request that the costs be added to the current budget.

Task ID	Task Description	Project Manager (\$145/Hr)	Controls Engineer (\$125/Hr)	Labor Cost	Equipment / Per Diem	Total Cost
Task 1 - SCADA System Integration						
0104	Verizon PIP Addition	48	8	\$7,960	\$4,790	\$12,750
0105	SD-WAN Coordination	16		\$2,320	\$0	\$2,320
0106	Additional Factory Testing	24		\$3,480	\$1,500	\$4,980
Tasks 2 - 10 - Site Cutovers						
0204	Additional Time at Four Seasons	8	24	\$4,160	\$1,500	\$5,660
1004	Additional Time at Mesa	4	20	\$3,080	\$1,500	\$4,580
Task 11 - Project Contingency						-\$8,513

Total:	\$21,777
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