

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 effective upon signature by and between the CITY OF BEAUMONT (“CITY”), a general law city, and THE CHAMBERS GROUP (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 June 4, 2024, CITY and CONTRACTOR entered into that certain agreement entitled “Agreement for Professional Services by Independent Contractor (“Agreement”) to provide Environmental Document, jurisdictional delineation, and applications for regulatory permitting; and
- B. The CITY and CONTRACTOR now desire to amend the agreement to amend the term of the agreement, not to exceed amount and add an additional proposal as Exhibit A1

AMENDMENT

Section 1. Term of Agreement in accordance with Section 1 of the Agreement, the parties agree to extend the term of the Agreement to September 30, 2025. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate September 30, 2025, 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: Additional Environmental Consulting Services (“Services”) per Exhibit “A” dated January 7, 2025, and any other services which the City may request in writing. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Mike McEntee 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 for a not to exceed amount of One Hundred Sixty-Four Thousand Five Hundred Sixty-Six dollars (\$164,566). Per this First Amendment, compensation is increased by the amount of Nine Thousand Six Hundred dollars (\$9,600), to be billed in accordance with the Proposal attached hereto as “Exhibit A-1” resulting in total compensation under the Agreement not

to exceed One Hundred Seventy-Four Thousand One Hundred Sixty-Six dollars (\$174,166).

Exhibit A-1, Proposal attached hereto, is added to the Agreement and incorporated by this reference.

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

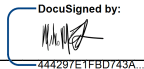
CITY:

CITY OF BEAUMONT

By: _____
Mike Lara, Mayor

CONTRACTOR:

THE CHAMBERS GROUP

By:  _____
444297/E1FB0743A...

Print Name: Mike McEntee

Title: CEO

EXHIBIT "A-1"

PROPOSAL

Cherry Channel SDAM Modeling

City of Beaumont

January 7, 2025
21492

Vincent Lopez, Project Manager
City of Beaumont
550 East 6th Street
Beaumont CA 92223

Project: Change Order #1: SDAM Modeling for the Beaumont Cherry Channel Project

Dear Vincent,

Following the pre-application meeting with Jim Mace with the U.S. Army Corps of Engineers (USACE) on December 13, 2024, it was determined that the jurisdictional delineation that Chambers Group conducted for the Cherry Channel Project (Project) would either be considered a preliminary jurisdictional delineation that considered water indicators as waters present, or the City of Beaumont (City) could conduct a new modeling application (Streamflow Duration Assessment Model, SDAM) that the USACE has adopted that is not a common practice to determine whether the site could be considered outside of USACE jurisdiction. This modeling requires field surveys that collect information regarding the presence or absence of indicator macroinvertebrates, slope, and water depth, regardless of how frequently water flows. It was discussed that although the majority of the channel remains dry, recent regulations do not take into account the source of the water, so even artificial sources such as sprinklers or commercial and residential runoff are considered a source of water input. The modeling would be required to rule out jurisdiction. Chambers Group will conduct a field survey to collect this information required to input in the model to determine whether the channel would be considered jurisdictional to USACE. Chambers Group cannot foresee or guarantee the outcome of the modeling, either jurisdictional or not. Chambers Group would provide the online results to the City and will coordinate with USACE the findings. Coordination with USACE would continue under the existing task for agency coordination and is not included as part of this task. The cost for the field survey and modeling will be billed on a fixed fee basis and is outlined below.

Tasks	Cost
Task 5.1: SDAMP Field Survey	\$4,578.00
Task 5.2: SDAMP Form	\$5,022.00
Total	\$9,600.00

Authorization

All services proposed under this Change Order Number __01__, will be performed in accordance with the terms and conditions as set forth in the Agreement number: C24-56, dated June 2024. Chambers Group considers the pricing and other business information the property of Chambers Group. This proposal and the information contained herein shall not be used for any purpose other than as specifically stated and shall not be disclosed to any other party without Chambers Group's written consent.

If this scope of work and cost meet with your satisfaction, please execute this letter and return it to Chambers Group as our authorization to begin work. The schedule and cost quoted herein are valid for 30 days.





Cherry Channel SDAM Modeling

City of Beaumont

Thank you for the opportunity to provide this proposal, and we look forward to having the opportunity to continue working with you. Please call or email me if you have any questions or comments regarding this change order at: 949.261.5414; x7325 ebagwan@chambersgroupinc.com.

Sincerely,

CHAMBERS GROUP, INC.

Authorized By:

City of Beaumont

Eunice Bagwan
Project Manager

Signature

Date

