

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 16 day of September, 2021, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and Chambers Group, Inc., a California corporation, whose address is 5 Hutton Centre Drive, Suite 750, Santa Ana, CA 92707 (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. CITY desires to engage CONTRACTOR to provide Environmental Services and CEQA Document Preparation for the West Side Fire Station Project; and

B. CONTRACTOR has made a proposal (“Proposal”) to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit “A”; and

C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after three (3) years unless extended by the parties with the approval of the City Council of the CITY.

2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: Environmental Services as provided in the Proposal and any related 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 Corinne Lytle Bonine as CONTRACTOR’S professional responsible for overseeing the Services provided by CONTRACTOR.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed Twenty Four Thousand Eight Hundred Ninety Three dollars (\$24,893.00).

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;

b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;

c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work

hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall

comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required X /Not Required ___; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except

after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this

Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this

Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

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

CITY:

CITY OF BEAUMONT

By: _____


Todd Parton, City Manager

CONTRACTOR:

Chambers Group

By: _____



Mike McEntee

Print Name: _____

Title: _____

COO

EXHIBIT "A"

PROPOSAL

Proposal: West Side Fire Station

City of Beaumont



September 3, 2021

Christina Taylor, Community Development Director
City of Beaumont
550 E. Sixth Street
Beaumont, CA 92223

Subject: CEQA Document Preparation for the West Side Fire Station Project

Dear Christina Taylor,

Chambers Group thanks the City of Beaumont (City) for the opportunity to provide the following scope and cost for preparing an Initial Study/Negative Declaration (IS/ND) for the construction of an approximately 10,000 square-foot fire station on a 1.5-acre parcel located north of State Route 60 and east of Potrero Road (Proposed Project).

Based on information provided by the City, the City has conducted Assembly Bill 52 Consultation. In addition, a Jurisdictional Delineation (JD) and Determination of Biologically Equivalent or Superior Preservation Report (DBSEP) have been completed for the Proposed Project.

Scope of Work

Chambers Group can commence work on this Proposed Project as soon as we receive written notice to proceed (NTP). We will accomplish the scope of work as described below.

Task 1: Project Initiation

Initial Meeting and Data Acquisition

After receiving NTP, the Chambers Group Project Manager will be prepared to meet with the City virtually at a Project Initiation/Kick-Off Meeting to discuss the goals, project description, specific project issues, upcoming construction schedules, and California Environmental Quality Act (CEQA) schedule, as well as receive any pertinent project information reports including site plans and previously prepared technical reports. The Chambers Group Project Manager will also survey the project site and the immediate surrounding area and make a photographic record to document the existing conditions.

Chambers Group will review all available project-related data and reports provided by the City. Chambers Group is not responsible for the accuracy of any existing technical reports not authored by Chambers Group. Following the review of existing data, any gaps in the data and recommendation for correcting the gaps would be discussed with the City. Chambers Group will work closely with the City to determine what additional data must be collected in support of the CEQA document being prepared. It is assumed that Chambers Group can use these documents in the analysis of the project.

Project Description

Chambers Group will develop a comprehensive description for the Proposed Project that will form the basis for the analysis of the potential impacts on the environment, based on the information provided by the City. The project description will include a narrative and graphical presentation of the Proposed Project, including components, location and boundaries, regional and vicinity maps, and a statement of the Project goals and objectives.

Deliverables: One electronic Word and PDF copy of the project description for one round of review.

Task 2: Technical Studies and Peer Review

Task 2A: Biological Peer Review and Write-Ups

Chambers Group's biological staff will conduct a review of the JD and DBSEP prepared for the Proposed Project. The focus of the biological peer review will be to identify whether the documents, as prepared, adequately disclose, analyze, and mitigate potential biological impacts (if any) and if so, will summarize the findings for insertion in the CEQA document for the Proposed Project.



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This task will include a database review for the Project. The Western Riverside County Regional Conservation Authority (RCA) Multiple Species Habitat Conservation Plan (MSHCP) Information Map will be reviewed for applicable criteria and survey requirements for the assessor parcel numbers containing the Project. A review of the California Department of Fish and Wildlife's (CDFW) California Natural Diversity Database (CNDDDB), the California Native Plant Society's Electronic Inventory, and the United States Fish and Wildlife Service (USFWS) for the latest existing records of listed and/or sensitive habitat and plant and wildlife species occurring on or within five miles of the Project. The United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) soil survey will be reviewed to identify soils that occur within the Project site. In addition, the United States Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, Google Earth, and historical aerial photographs of the Project area will be reviewed for hydrological features within the Project site that may fall under the regulatory jurisdiction of the US Army Corps of Engineers (USACE) pursuant to Section 404 of the Clean Water Act, Regional Water Quality Control Board (RWQCB) pursuant to Section 401 of the Clean Water Act, and CDFW pursuant to Section 1602 of the Fish and Game Code.

Following the literature and database reviews, Chambers Group biological staff will identify any deficiencies or potential missing information. If the biological staff have questions, Chambers Group will reach out to the City for clarifications. Once all comments/questions (if any) have been resolved, Chambers Group's biological staff will summarize methods and results of the biological technical reports for insertion into the CEQA document. Chambers Group will include avoidance, minimization, and mitigation measures to adequately mitigate potential biological impacts.

Note: This scope of work includes review of the Project MSHCP Consistency Analysis for biological resources, the Determination of Biological Equivalent or Superior Preservation (DBESP), and Jurisdictional Delineation Report (assumes up to 90 pages).

Deliverables: Information to be incorporated into the CEQA document.

Task 2B: Cultural Resources

Historical and Archaeological Resources Records Search

As part of the pre-field research, Chambers Group will conduct a records search through the California Historical Resources Information System (CHRIS) database. The records search will review relevant previously recorded cultural resources and previous investigations completed within the Project area. Cultural resources include prehistoric and historic archaeological resources and built environment resources that are at least 45 years or more in age (pre-1976).

The information gathered will be used to develop the baseline cultural resources sensitivity of the area prior to conducting a pedestrian survey of the Project area. The results of the literature review and reconnaissance site visit will be used in the analysis for historical and archaeological resources for the project and included in the environmental document.

The team will also contact the Heritage Commission (NAHC) for a review for any Sacred Land Files (SLF) for the project area and surrounding vicinity. The information obtained from the NAHC will include presence/absence data regarding any known tribal cultural resources previously reported within the project area or surrounding vicinity.

Archeological Survey and Report

Chambers Group archaeologists will conduct a survey to determine if there are any cultural resources on the surface or potential for subsurface artifacts. The survey will include a systematic "walkover" in no greater than 15 meter wide transects to inspect the surface of the survey area for cultural resources.

The archaeologists will be equipped with a sub-foot accurate GPS unit (e.g., Trimble) that will have the Project boundary delineated to allow for quick and highly accurate locational data for use during survey and resource documentation. The survey notes will include a description of the survey area, site conditions, and other relevant observations. Based on our review of the satellite imagery, it is assumed no resources or structures will be identified during the pedestrian survey, therefore, no site forms or evaluation of resources will be needed. Information collected during survey efforts will be included in a letter report and integrated into the CEQA document.

Deliverables: Information to be incorporated into the CEQA document.



Proposal: West Side Fire Station

City of Beaumont



Task 3: Prepare an Initial Study (IS)

Administrative Draft IS

Chambers Group will prepare an IS Checklist to confirm the preparation of an appropriate CEQA document for the Proposed Project. The IS will be prepared using the most recent revision of the IS Environmental Checklist Form suggested in the CEQA Guidelines Appendix G. In compliance with CEQA Section 15063, the IS will contain the following, in brief form:

- A description of the project, including the location of the Project;
- An identification of the environmental setting;
- A preliminary identification of environmental effects by use of a checklist, matrix, or other method, with some evidence to support the entries; and
- A preliminary discussion of the ways to mitigate the significant effects identified; if any.

The environmental factors outlined in the CEQA checklist include:

- Aesthetics
- Agricultural and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mandatory Findings of Significance
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire

Deliverables: One electronic PDF copy of the Administrative IS for one round of review.

Final Draft IS

After receipt of one set of integrated comments on the draft IS, Chambers Group will revise the IS accordingly. In addition to the IS, Chambers Group will provide a recommendation for the appropriate level of CEQA documentation. Based on a discussion with the City, we assume that the Proposed Project will be eligible for an ND. The IS will be used to guide the decision of the appropriate environmental documentation to prepare for the Project. The most appropriate CEQA documentation will also be determined based on coordination with the City in order to get their input. Should the results of the IS show that further technical studies are necessary to effectively analyze the potential impacts of the Project, Chambers Group will coordinate with the City to discuss the studies required. Chambers Group will also prepare a separate scope and cost for technical studies and services our firm can provide.

Deliverables: One an electronic copy of the IS one round of review. Hard copies to be provided at an added cost.

Task 4: CEQA Documentation – Negative Declaration (ND)

Based on coordination with the City, and results of the analysis within the IS, Chambers Group will prepare the appropriate CEQA Documentation for Project, which is likely to be an ND. If one or more potentially significant impacts are identified during the IS process, CEQA allows the preparation of a Mitigated Negative Declaration (MND) when those impacts can be mitigated to a less than significant level. Based on the Project details, it is unlikely to warrant the preparation of an EIR. However, if an MND or EIR is determined to be required, an additional scope and cost can be provided.



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Administrative Draft ND

The process for preparing a ND is the same as an MND with the exception that a Mitigation Monitoring and Reporting Plan is not required under an ND. Based on the assumptions of the extent of the Proposed Project, the preparation of an ND is outlined below.

The following is a list of the required contents of a ND:

- a brief description of the project;
- the location of the project (preferably shown on a map);
- the name of the project proponent;
- a finding that the project will not have a significant effect on the environment;
- a copy of the IS.

For each CEQA environmental checklist discipline item, the existing environmental setting of the Project site and surroundings will be characterized from the existing literature base and a site visit by an environmental analyst. An environmental impacts analysis will be prepared for each checklist entry.

Note: Chambers Group assumes the City has conducted Assembly Bill 52 (AB 52) consultation. If consultation is ongoing, Chambers Group can provide support to the City, if requested, with the submittal of a revised scope and cost.

Deliverables: One electronic PDF copy of the Administrative Draft ND for one round of review.

Public Review Draft ND and Notices

After receipt of one set of integrated comments on the Administrative Draft ND from the City, Chambers Group will then revise the ND accordingly. Chambers Group will prepare and distribute copies of the Draft ND to the City, State Clearinghouse, and affected public agencies.

For submittal to the State Clearinghouse, Chambers Group will draft a Notice of Intent (NOI), Notice of Completion (NOC), Summary Form, and the ND with associated appendices. Chambers Group can submit these electronically on behalf of the City. For submittal to the County Clerk, documents will be sent via mail pending the status of public access to County buildings. Chambers Group will prepare the NOI for distribution during the public review to agencies, interested parties, and property owners adjacent to the Project from an approved distribution list confirmed by the City. We assume that the City will provide the list of adjacent property owners to be included in the mailings. We assume up to no more than 30 mailings of the NOI via regular mail to adjacent property owners and up to 10 mailings of the NOI via certified mail to agencies and other interested parties. To comply with the CEQA guidelines, the City must distribute the NOI through at least one of the following methods:

- Publication at least one time in a newspaper of general circulation in the area affected by the Project.
- Posting of the notice on and off-site in the area where the Project is located.
- Direct mailing to the owners and occupants of property contiguous to the Project.

Chambers Group will coordinate with the City to publish notices to public newspapers, websites, and at the proposed Project site. Fees associated with coordinating and publishing to public newspapers, websites, or posting of a physical notice at the Project site are not included in this scope.

Deliverables: One electronic copy of the Draft ND and associated appendices, NOC, NOI, and Summary Form for State Clearinghouse online submittal. One NOI to be filed with the County Clerk. Up to 30 NOIs to be sent via regular mail, and 10 certified mailings.

Prepare Final ND with Response to Comments

Responses to the comments received from public review will be prepared. A draft of these responses will be provided to the City for review. It is assumed that Chambers Group will coordinate with the City to address public comments received, and comments will be addressed based on available data. We anticipate no more than 5 comment letters



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with an average of five comments each (25 comments total) will be received and addressed. The cost estimate for this task is based on the assumption that no new technical analysis will be required in response to the public comments. If more comments than assumed are received or additional analysis and effort will be required to respond to comments, Chambers Group will coordinate with the City to identify comments to be addressed by the Chambers Group team and/or provide these services under a separate scope and fee.

Upon receipt of one complete set of comments from the City on the responses, a Final ND will be prepared. This document combined with the Draft ND will constitute the Final ND to be used by the City when considering approval of the project.

Deliverables: One electronic copy of the Final ND in PDF and word format.

Notice of Determination: The Notice of Determination (NOD) is filed following the City Council’s decision to carry out or approve the project for which the ND has been prepared. Chambers Group will prepare the NOD and will file the NOD with the State Clearinghouse and the County Clerk. The City will be responsible for Fish and Wildlife filing fees, if necessary.

Deliverables: One electronic copy of the NOD to be filed with the State Clearinghouse and the County Clerk. The NOD may be mailed at an added cost.

Task 5: Meetings/Public Hearings

Chambers Group’s Project Manager and key technical personnel will attend one project initiation meeting and no more than two progress meetings via teleconference with the City, as applicable. We will also attend up to one community meeting or public hearing. It is assumed that internal staff meetings will take no more than two hours and community and public meetings will take no more than three hours. Chambers Group will attend any other additional meetings requested by the City on a time and materials basis.

Costs

This work is proposed at a firm fixed cost as shown below:

Task	Cost
Task 1: Project Initiation	\$2,163.00
Task 2: Technical Studies and Support	
Task 2A: Biological Resources	\$4,400.00
Task 2B: Cultural Resources	\$4,913.00
Task 3: Initial Study	\$6,073.00
Task 4: CEQA Documentation – Negative Declaration	\$6,139.00
Task 5: Meetings/Public Hearings	\$1,205.00
TOTAL	\$24,893.00

Schedule

Task Action	Project Duration
Notice to Proceed	1 Day
Kick-Off/Data Collection/Write Project Description	1 Week from the NTP
City review of Project Description	1 Week



Proposal: West Side Fire Station

City of Beaumont



Task Action	Project Duration
Prepare Draft Initial Study	3 Weeks
Peer review and preparation of technical reports and survey	4 Weeks
City Review of Draft Initial Study	1 Week
Prepare Final Initial Study and Administrative Draft IS/ND	1 Week
City Review of Draft IS/ND	1 Week
Prepare/Distribute the IS/ND and Notices	2 Weeks
City Review of Draft IS/ND and Notices	1 Week
Public Circulation	30 Days
Prepare Final ND with Response to Comments	2 Weeks
City Review of Final IS/ND, Response to Comment	1 Week
Notice of Determination	1 Week
Approximate Total	20 weeks

Public Circulation of the draft will occur only after consultation has been started. Schedule may vary based on City review times and any additional public meetings.

Authorization

The services proposed herein are in compliance with the terms and conditions of the Master Services Agreement (MSA), dated July 17, 2018. 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 City of Beaumont elects to use a purchase order or other document to commence the services or for billing or accounting purposes, Chambers Group will refer to such document by number in its correspondences, invoices, and work products. 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.**

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 Corinne Lytle Bonine at (858) 541-2800 extension 7100, or via email at clytlebonine@chambersgroupinc.com if you have any questions or comments regarding this proposal.

Sincerely,
CHAMBERS GROUP, INC.

Authorized By:
City of Beaumont

Mike McEntee
President

Signature

Date

