

THIRD AMENDMENT TO AGREEMENT FOR INDEPENDENT CONTRACTOR

THIS THIRD AMENDMENT TO AGREEMENT OF SERVICES BY INDEPENDENT CONTRACTOR (“Amendment”) is made and effective upon signature by and between the CITY OF BEAUMONT (“CITY”), a general law city, and EXP U.S. SERVICES, INC, 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 December 15, 2020, CITY and CONTRACTOR entered into that certain agreement entitled “Agreement for Professional Services by Independent Contractor (“Agreement”) to provide PROFESSIONAL ENGINEERING SERVICES FOR THE BEAUMONT MASTER DRAINAGE PLAN (MDP) LINE 2 PROJECT.
- B. CONTRACTOR has requested that the fee should be increased as provided in the request dated June 25, 2024, a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference.

AMENDMENT

Section 1 of the Agreement is hereby amended to extend the period of time during which the Services are to be provided hereunder, but not to exceed February 16, 2026.

Section 4.01 of the Agreement is hereby amended to increase the maximum compensation under the Agreement as follows: Under previous amendments, compensation was set at an amount not to exceed five hundred twenty-four thousand, sixty-five dollars (\$524,065). Per this Third Amendment, compensation is increased by the maximum amount of seventy-three thousand, three hundred fifty-five dollars (\$73,355) as provided in the Proposal attached hereto as Exhibit “A” resulting in total compensation under the Agreement not to exceed five hundred ninety-seven thousand, four hundred twenty dollars (\$597,420).

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: _____
David Fenn, Mayor

Date: _____

CONTRACTOR:

EXP U.S. SERVICES, INC.

By:  _____

Print Name: Gabriel Rodriguez

Title: Vice President

Date: August 28, 2024

ATTEST

City Clerk

APPROVED AS TO FORM

John Pinkney, City Attorney

EXHIBIT "A"

PROPOSAL



June 25, 2024

Nadeem Syed
City of Beaumont
550 E 6th Street
Beaumont, CA 92223

SUBJECT: CHANGE ORDER NO. 3 SCOPE OF WORK TO PROVIDE ADDITIONAL ENVIRONMENTAL SERVICES TO COMPLETE THE INITIAL STUDY / MITIGATED NEGATIVE DELCARATION AND NOTICE OF DETERMINATION TO ACHIEVE ENVIRONMENTAL COMPLIANCE FOR THE BEAUMONT MASTER DRAINAGE PLAN (MDP) LINE 2, STAGE 1 PROJECT (CIP2019-019).

Dear Mr. Nadeem Syed:

On behalf of EXP U.S. Services Inc. (CONSULTANT), we are pleased to provide the City of Beaumont with a change order request to provide additional environmental services to obtain environmental clearance for the Beaumont MDP Line 2 project.

We thank you for your consideration of our request. Should you have any questions please call me at 909.563.0525.

Sincerely,

EXP U.S. SERVICES INC.

A handwritten signature in black ink, appearing to read "Christine Brown".

Christine Brown, P.E.
Project Manager

Scope of Work

Task 1: Kick Off Meeting and Data Acquisition

Meetings and Data Acquisition

CONSULTANT will meet with the Client and representatives from the City at a Project Initiation/Kick-Off Meeting virtually to discuss the project description, specific project issues, and CEQA schedule; as well as receive any pertinent project information reports including but not limited to previous environmental studies completed for the project site.

CONSULTANT will review all available Project-related data and reports provided by the City and Client, though CONSULTANT is not responsible for the accuracy of any existing technical reports not authored by CONSULTANT. Following the review of existing data, any gaps in the data and recommendation for correcting the gaps would be provided in a memorandum format to the Client. CONSULTANT will work closely with the Client to determine what additional data must be collected in support of the CEQA document being prepared. It is assumed that CONSULTANT can use these documents in the analysis of the Project. CONSULTANT assumes that the additional technical studies in support of the Project (i.e. geotechnical, hydrology, and sewer reports/data) will be provided by the assigned engineer for the Project.

Project Description

CONSULTANT will develop a comprehensive description of 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 Client. 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.

CONSULTANT assumes that the Client will provide Project details necessary to develop the Project description, including but not limited to site maps, construction equipment, quantities of materials imported or exported, schedule, and site plans.

Deliverables: One electronic copy of the Project description for City and Client review. One electronic copy of the final Project description.

Task 2: Initial Study (IS)

Administrative Draft IS

Once the Project description has been approved, CONSULTANT will prepare an IS Checklist to confirm the preparation of an appropriate CEQA Documentation 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 (GHG) 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 (TCRs)
- Utilities and Service Systems
- Wildfire

Final Draft IS

After receipt of one set of integrated comments on the draft IS from the Client, CONSULTANT will revise the IS to the Final IS.

Deliverables: One electronic copy of the Administrative IS for Client review. One electronic copy of the Final IS. Technical studies outlined below will be provided electronically.

Task 3: Technical Studies

Task 3.1: Air Quality and Noise

Task 3.1.1: Construction Air Quality and GHG

CONSULTANT will prepare the Air Quality Impact Analysis to meet County and South Coast Air Quality Management District (SCAQMD) CEQA requirements. Impact analyses will be prepared consistent with the analytical methodology, technical requirements and significance criteria outlined by the SCAQMD in their CEQA Air Quality Handbook (as updated per the SCAQMD website). The regulatory and environmental setting discussion will include a summary of relevant federal, state, and local laws, rules, and regulations; a summary of local pollutant concentration and climate data; descriptions of the affected resource areas for air quality and climate change; and identification/descriptions of sensitive receptor locations.

The California Emissions Estimator Model (CalEEMod) will be used to quantify short-term construction and long-term operations emissions. Daily emissions will be compared to SCAQMD local and regional significance criteria. Mitigation measures will be developed to address any significant impacts. The potential for odor and health-risk impacts are low; and as such, odor and health-risk impacts will be addressed qualitatively.

It is anticipated that Project-level carbon monoxide (CO) and particulate matter (PM) hot-spot analyses will be addressed qualitatively. And finally, discussions of cumulative impacts and Project consistency with the SCAQMD air quality management plan (AQMP) will be provided.

The GHG Emissions and Climate Change Analysis will be prepared to meet City and SCAQMD CEQA requirements. The regulatory and environmental setting discussion will include a summary of relevant federal, State, and local laws, rules, and regulations; a summary of potential climate change effects; a summary of state and local GHG emissions inventories; and historical climate data.

CalEEMod will be used to quantify short-term construction, and long-term operations emissions. Daily emissions will be compared to SCAQMD preliminary significance criteria. Mitigation measures will be developed to address any significant impacts. Discussions of cumulative impacts, and Project consistency with the Southern California Association of Governments (SCAG) Sustainable Communities Strategy, the Assembly Bill (AB) 32 Scoping Plan, and relevant County policies and/or initiatives will be provided.

Both the air quality and GHG analysis will be documented as a standalone study. The results of the Air Quality and GHG Impact Analysis will be summarized in the CEQA environmental document.

Deliverables: One draft and one final version of the AQ and GHG Impact Analysis submitted electronically for City and/or Project team review. Results to be incorporated into the environmental document.

Task 3.1.2: Construction Noise and Vibration

CONSULTANT will conduct a noise analysis of construction impacts related to the Project. The Project would consist of 5,000 feet of reinforced concrete pipe being placed underground. A desktop review identified that the majority of the Project alignment is not noise sensitive, however a portion of the Project alignment along 1st Street does run parallel to residences.

Along with the residences identified toward the southern section of the alignment, CONSULTANT will identify any other noise sensitive land uses located in the general vicinity of the Project which could be impacted by noise and vibration during construction. Based on the scope of the analysis it is assumed that ambient noise measurements will not be necessary.

A generalized noise and vibration analysis will be developed using construction information provided by the Project Engineer along with published data for construction equipment and established modeling methodology (e.g., the Federal Highway Administration Roadway Construction Noise Model (RCNM) and the Federal Transit Administration Noise and Vibration Manual).

Based on the nature of the Project operational noise would generally be negligible. Therefore, it is assumed that operational noise will be addressed qualitatively.

The City generally exempts construction except for interior levels which could exceed the City's municipal code at residence. Therefore, impacts from construction activities on the nearby noise and vibration sensitive land uses will be characterized relative to the relevant City standards. Where significant impacts are noted, CONSULTANT will propose separate mitigation measures for the sensitive uses along First Street, which could vary based on construction operations and schedules which the noise and vibration would be reduced where practicable. The results of the noise analysis

will be summarized in a standalone technical study and the results summarized in the CEQA environmental document. The Noise and Vibration Impact Analysis will provide a discussion of the Project's physical and regulatory setting, the evaluation methodology and results, and several different mitigation measures which may need to be implemented during Project construction.

Deliverables: One draft and one final version of the Noise and Vibration Analysis submitted electronically for City and/or Project team review. Results to be incorporated into the environmental document.

Task 3.2: Biological Resources

Task 3.2.1: Biological Assessment, Multiple Species Habitat Conservation Plan Analysis, Jurisdictional Delineation and Letter Report

In accordance with the Riverside County Multiple Species Habitat Conservation Plan (MSHCP), CONSULTANT will conduct a biological resources survey and habitat assessment and prepare a consistency analysis to address potential impacts to resources regulated by the MSHCP, including sensitive plant and wildlife species or waterways and riparian corridors. CONSULTANT will use Geographic Information Systems (GIS) software to map the site in relation to MSHCP areas including Criteria Cells; U.S. Department of Agriculture soils data; U.S. Geological Survey data for state and federal waters; conservation areas and wildlife movement corridors and linkages; Criteria Area Species Survey Areas for plant, bird, mammal, and amphibian species; Narrow Endemic Plants Survey Area; and survey requirements for inadequately covered species. The Riverside County Integrated Project (RCIP) Conservation Summary Report will be queried to determine habitat assessment and potential survey requirements for the Project. In addition, CONSULTANT will determine if there are any records of listed and/or sensitive plant and wildlife species and communities occurring on or in the immediate vicinity of the Project site. This task will include a review of the California Natural Diversity Database (CNDDDB) and the California Native Plant Society's Electronic Inventory (CNPSEI), and the United States Fish and Wildlife Service (USFWS). A survey area map will be created to identify the area to be analyzed in the report.

After conducting the literature search, biologists will conduct a habitat assessment survey of the proposed Project site, CONSULTANT biologists will document the presence of common and sensitive biological resources, both flora and fauna, within the proposed Project boundaries. The field survey will focus primarily on determining the potential presence of federal- and state-listed or otherwise sensitive plant and wildlife species and sensitive habitats, including burrowing owl (*Athene cunicularia*). If any sensitive species are present, the biologists will determine the appropriate avoidance and minimization measures. Plant communities will be mapped, and the habitat will be assessed for the potential occurrence for sensitive species. Photographs will be taken to document the current conditions of the survey area. Lists of all species of plants and animals observed during the survey will be recorded.

In addition, the field survey determines if any potential waters and wetland habitats are present on the site and will be evaluated using the methodology set forth in the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual (USACE 1987) and will utilize the Arid West Regional Delineation Supplement. Surveyors will walk the Project area identifying and mapping limits of

jurisdiction with the Global Positioning System (GPS). Suspected USACE/ Regional Water Quality Control Board (RWQCB)/California Department of Fish and Wildlife (CDFW) jurisdictional areas will be field checked for the presence of definable channels within the survey area. The surveyor will document the boundary of the Ordinary High-Water Mark (OHWM) and bank to bank features within the survey area. Hydrologic indicators include evidence of inundation, saturation, watermarks, drift lines, and sediment deposits. The boundaries of the hydrological feature will be mapped in a shape file that can be distinguished by respective Agencies' jurisdiction, based on current Agency guidance documents.

After completing the biological survey, CONSULTANT will prepare a biological letter report for the Project. The report will include an introduction, methods used to conduct the survey, results of the survey documenting the existing biological resources MSHCP consistency analysis, a discussion of sensitive plant and wildlife species with the potential to occur on-site, MSHCP analysis, and a discussion of sensitive plant and wildlife species with the potential to occur on-site, and any waters or wetlands on-site. The report will include current photographs and maps documenting existing conditions and the locations of any sensitive or listed species occurring, or potentially occurring onsite. Protection measures for sensitive species that are known to occur on site or in the immediate vicinity of the site will also be included.

The report will include up to 25 pages of text and eight graphics, photographs of the site and appendices. One electronic copy of the draft memo report will be provided for review within 3 weeks of completion of the survey. CONSULTANT will incorporate one round of comments into the final report within 1 week of receiving comments on the draft report. Electronic copies of the final report will be submitted.

Task 3.2.2: Determination of Biological Equivalent or Superior Preservation

In accordance with the Riverside County MSHCP, CONSULTANT will prepare a Determination of Biological Equivalent or Superior Preservation (DBESP) to address temporal impacts to resources regulated by Section 6.1.2 of the MSHCP. A DBESP is required when a proposed Project action directly and/or indirectly impacts MSHCP regulated riparian/riverine/vernal pool resources or conflicts with guidelines for specific MSHCP covered floral and faunal species. The DBESP will discuss and demonstrate that implementation of avoidance and/or mitigation measures would result in an alternative that is biologically equivalent or superior to existing conditions. In addition, the DBESP will address compliance with MSHCP requirements and include a MSHCP consistency analysis.

CONSULTANT will deliver one electronic copy of the Draft DBESP Report within 3 weeks following completion of the site visit. CONSULTANT will incorporate one round of comments from the Draft Report into a Final Report.

Assumptions:

- The cost for the field effort for Task 3.2.1 includes two biologists surveying for one full day and associated travel time.

- Task 3.2 does not include protocol-level surveys for listed or otherwise sensitive species. If required, CONSULTANT will be pleased to provide these services under a separate cost and scope of work.
- Additional meetings, agency consultations, permitting and additional sensitive species memos are not included in this scope of work. If required, CONSULTANT will be pleased to provide these services under a separate cost and scope of work.
- This scope of work does not include a waters assessment or a formal jurisdictional delineation. Although not anticipated, if a delineation of waters is required, CONSULTANT can provide as a separate cost and scope of work.

Deliverables: One electronic copy of the draft and final report. Results to be incorporated into the environmental document.

Task 3.3: Cultural Resources and Consultation

Task 3.3.1: Records Search Requests & Literature Review

CONSULTANT will conduct a literature review, including a review of the findings of a records search through the California Historical Resources Information System (CHRIS) database at the appropriate Information Center (IC). The records search will be conducted by IC staff and review relevant previously recorded cultural resources and previous investigations completed for the half-mile search radius surrounding the Project site. Information to be reviewed will include location maps for all previously recorded cultural resources, previously conducted investigation boundaries, National Archaeological Database (NADB) citations and copies for associated reports, historic maps, and historic addresses. CONSULTANT will also review properties listed on/as the California Points of Historical Interest (CPHI), California Historical Landmarks (CHL), California Department of Transportation (Caltrans) Historic Highway Bridge Inventory, California Historical Resources Inventory, local City and County registries of historic properties, the California Register of Historic Resources (CRHR), and the National Register of Historic Places (NRHP). Additional sources of information that may be reviewed include but are not limited to Certified Local Government annual reports and other data, Historic American Buildings Survey/Historic American Engineering Record (HABS/HAER) records, the National Register Information System, the on-line database for National Register sites, Calisphere Digital Resources, Online Archive of California, General Land Office Plat Maps, Sanborn Fire Insurance Maps, local historical societies and libraries, as well as inventory files and data on-file with other agencies that control property near the area. The task will also include a search for potential prehistoric and/or historic burials (human remains) evident in previous site records and/or historical maps (i.e., Sanborn Fire Insurance Maps, General Land Office Plat Maps). A paleontological records search will also be completed for the half-mile search radius surrounding the Project site by the relevant Natural History Museum.

In addition to the above research, a request that the Native American Heritage Commission (NAHC) will be submitted for a review of their sacred land files (SLF). This search will identify if any resources important to Native Americans have been recorded within the Project site and surrounding vicinity. The NAHC will provide the results and a list of affiliated tribal representatives to contact for additional information. CONSULTANT will provide the results of the NAHC SLF search and list of tribes in the desktop cultural resources letter report. Note: This research alone does not satisfy the lead agency's

requirements under AB 52 or Section 106. It is assumed that the lead agency will conduct Section 106 and/or AB 52 Tribal Consultation. Upon request, CONSULTANT can assist in coordinating AB 52 and or Section 106 consultation requirements (see Task 3.3.4 for AB 52 Support).

Assumptions:

- The City will provide CONSULTANT with confirmation on the Project site footprint, the proposed Limits of Disturbance (LOD), and/or Area of Potential Effects (APE) as delineated for the Project at the time of authorization or NTP. It is assumed that this information will be provided by the City and will not change once CONSULTANT has initiated the tasks above. If there are any changes to the Project site, LOD, and/or APE boundaries after NTP, a revised scope and cost may be necessary to review and address appropriately.
- All required records searches will be submitted within 1 week of receipt of NTP and confirmation of the proposed LOD, APE, and Project site footprint boundaries by the City.
- Fees incurred by the IC and Museum to conduct the record searches, estimated at \$1,380, are included as part of this task. CONSULTANT will bill the actual amount these institutions charge without a markup.
- Currently, the IC estimates 6 to 8 weeks from the date of request to provide results for a records search. Currently, the Museum estimates 2 to 3 weeks from the date of request to provide results for a records search. Currently, the NAHC estimates 4 to 6 weeks from the date of request to provide results for the SLF request.
- This task does not currently include the issuance of NAHC Scoping Notification Letters to NAHC-listed points of contact to request information regarding the proposed Project site. These informal evidence gathering letters are not a substitute for government-to-government consultation by the permitting agency. If the SLF search returns positive results and/or the City requests that these notification letters be transmitted, a revised scope of work and cost will be necessary.
- This task assumes that no previously documented cultural or paleontological resources are recorded within the Project site. If the records search data reveals that potentially significant cultural or paleontological resources are documented within the Project site and/or surrounding half-mile radius study area that may be affected by the Project, further research may be required, and a revised scope of work and cost may be necessary.

Deliverables: This task includes records search requests, review and processing of results provided, and related research to be incorporated within the Cultural and Paleontological Resources Reports.

Task 3.3.2: Field Survey

CONSULTANT will complete a field survey of the proposed Project site, LOD, and/or Project APE (as delineated by the City). The cultural resources survey will be conducted pursuant to the County of Riverside Planning Department Cultural Resources Investigation Standards and in accordance with the professional standards as described by the National Parks Service, Secretary of Interior's Standards and Guidelines, as amended, for Archaeology and Historic Preservation. CONSULTANT cultural resources specialist will survey the Project site for the presence of:

- Prehistoric artifacts (e.g., flaked stone tools), stone milling tools, tool-making debris,
- Historic artifacts (e.g., metal, glass, ceramics),

- Sediment discoloration (ex. midden, hearth features),
- Depressions and other features indicative of the former presence of structures or buildings (e.g., post holes, foundations),
- Historic ruins, buildings, structures, and/or objects.

In addition to the archaeological resources survey, a paleontological resources survey will be conducted within the Project site. The paleontological resource survey will include a pedestrian survey of the Project site to identify any evidence (presence or absence) of paleontological resources visible on the surface.

Based on available information this cost estimate assumes that no cultural or paleontological resources may be identified during survey and require in-field, and post-field documentation. Should any cultural or paleontological resources be identified during the survey, and upon approval or request by the City to document newly identified resources, a revised scope of work and cost will be necessary to address appropriately.

Assumptions:

- The City or Client will provide CONSULTANT with confirmation on the Project site boundary to be surveyed (which may be based on the proposed Limits of Disturbance (LOD), and/or Area of Potential Effects (APE) as delineated for the Project) at the time of authorization or NTP. It is assumed that this information will not change once CONSULTANT has initiated the tasks above. If any of the above parameters are changed after the survey(s) has been completed, additional survey may be required. If there are any changes to the Project site, LOD, and/or APE boundaries, such that additional survey is required, a revised scope and cost will be necessary.
- The City will grant access to all properties within the Project site requiring survey. If access to restricted parcels is not available at the time of the scheduled survey subsequent surveys may be required at additional time and costs.
- This task and associated cost assume that the cultural and paleontological resources survey will be completed simultaneously, in the effort to be more efficient. If the two surveys are requested or required to be conducted separately, a revised scope and cost may be necessary.
- This proposal does not include costs associated with the required presence of a Native American Monitor during survey. Should a Native American Monitor be required during survey of the proposed Project site, it is assumed that the City will cover related costs. If CONSULTANT is required to provide a Native American Monitor for the survey, a contract modification will be necessary.
- This task assumes that no previously undocumented cultural resources will be identified and recorded within the Project site during the survey. If the survey reveals that potentially significant cultural resources are identified within the Project site, which may be affected by the Project, a contract modification will be required to address appropriately.

Deliverables: This task includes a cultural and paleontological resources pedestrian field survey of the proposed Project site, LOD, and/or Project APE (as delineated by the City).

Task 3.3.3: Cultural Resources and Paleontological Resources Assessment Report(s)

The Cultural Resources Assessment Report will be prepared according to the County of Riverside Planning Department Cultural Resources Investigation Standards, and in accordance with Archaeological Resource Management Report (ARMR) Guidelines and California State Historic Preservation Office (SHPO) Guidelines. This task assumes that the records search results will not include any previously documented cultural resources in the Project site that will require updated documentation, and no previously undocumented cultural resources will be identified in the Project site during the field survey. The negative report will address the results of the records searches, background research, prehistoric, ethnographic, and historical contexts, and field survey methods and results. The report is assumed to contain up to 30 pages of text, plus graphics, and appendices.

If cultural resources are identified within the Project site as a result of the records searches or the field survey, they will need to be discussed in the report and documented on State Department of Parks and Recreation (DPR) 523-series forms and included as a confidential appendix. CONSULTANT will provide recommendations for identified cultural resources for their inclusion on the CRHR and NRHP and recommend appropriate mitigation measures, as necessary.

CONSULTANT will also prepare a Paleontological Resources Assessment Report. This task assumes that the results of the paleontological records searches will be negative and that a standard standalone technical report will be sufficient for summarizing the results of the paleontological resources assessment. The negative report will detail the general geologic context, results of the paleontological records search, field survey, and review of County of Riverside Land Information System, to address the potential for proposed construction activities to impact paleontological resources and recommend appropriate mitigation measures, as necessary.

CONSULTANT will provide draft reports to the Client/City for review within 6 weeks of completion of the survey. This cost estimate assumes that only one round of consolidated report comments from the Client/City will be received to be incorporated into the final document(s), respectively, after draft review. If additional comments are received, a revised scope of work and cost for additional review may be necessary.

Assumptions:

- CONSULTANT will provide draft reports to the Client/ City for review within 6 weeks after the field survey is completed.
- This task cost estimate assumes that only one round of consolidated report comments from the Client will be received to be incorporated into the final documents within two weeks after draft review. If additional comments are received, a revised scope of work and cost for additional review may be necessary.
- This task assumes that no previously documented cultural or paleontological resources are recorded within the Project site. This task further assumes that no previously undocumented cultural or paleontological resources will be identified in the Project site during the survey. If any cultural or paleontological resources are identified within the Project site, a revised scope of work and cost will be required to address appropriately.
- This task does not include analysis of historic period-built environment resources. It is assumed that no such resources are located within the Project site or adjacent right-of-way

(publicly accessible surface streets). If historic period-built environment infrastructure is identified within the Project right-of-way, and may be affected by the Project, these resources would need to be evaluated for eligibility for listing on the NRHP, the CRHR, and/or a local register. If historic period-built environment resources that may be affected by the Proposed Project are identified, a separate scope and cost will be required to assess these resources.

- The report deliverables associated with this task will focus on the known areas of direct impact as illustrated in associated documents within the Request for Proposal (RFP). Laydown, storage, or utility yards, or the like, have not been identified within the RFP documents, and are therefore not part of this study proposal.
- This proposal does not include cultural resources testing, data recovery, analysis, monitoring, or similar programs.

Deliverables: Electronic copy of the Cultural Resources Report and Paleontological Resources Assessment Report with results to be incorporated in the environmental document.

Task 3.3.4: AB 52 Tribal Consultation Support

AB 52 required an update to CEQA Appendix G to include a new category titled “Tribal Cultural Resources”. As a Lead Agency, the City is required to conduct AB 52 consultation with requesting tribal groups on a government-to-government basis. This task will provide support to the City including, but not limited to preparing and transmitting Request to Consult Letters to respective tribes via email and certified mail; support with consultation regarding the proposed Project plans and potential impacts; support arranging conference calls with tribes; and/or development of mitigation measures, as appropriate. Should any tribe request a site visit, or require further calls to conclude consultation, it is assumed that City will cover this expense and provide the tribe(s) an opportunity to visit the Project site.

Assumptions:

- This task includes the issuance of Request to Consult Letters under AB 52 to City-listed points of contact to offer noticing tribal groups an opportunity to request consultation. It is assumed that City has a prepared list of no more than three Tribal Representatives who have previously expressed a desire to be notified when a Project requires AB 52 consultation. Nevertheless, it is unknown how many tribal contacts will respond with a request to consult, and it is also unknown how many meetings will be required to fulfill the requirement of engaging in meaningful consultation with requesting tribes as mandated under AB 52 guidelines. This task assumes that CONSULTANT will support arranging and attending up to three consultation meetings. Additional meeting requests will require substantial additional time to coordinate and will require additional fees.
- This task includes AB 52 consultation support with requesting tribal groups and includes time for up to three 1-hour meetings with City Staff and tribal members in an online forum, and assistance reviewing or drafting potential mitigation measure language.
- This proposal does not include attending field visits requested by tribal groups requesting consultation.

Deliverables: Drafting up to three Request to Consult Letters and Project site maps for City review and approval; transmittal and tracking support, assistance with coordination and attending up to three 1-hour consultation meetings.

Task 3.4: Regulatory Permitting Applications

Based on our current understanding of the Project, it is assumed that the Project will require a Clean Water Act (CWA) Section 404 Nationwide Permit (NWP) from USACE, a CWA Section 401 Water Quality Certification from the RWQCB, and a Section 1602 Lake and Streambed Alteration Agreement (LSAA) from the California Department Fish and Wildlife (CDFW). The tasks associated with obtaining these permits are outlined below.

As part of application preparation, CONSULTANT will use the potential Project impacts identified in the aquatic resources' delineation report (Task 3.2 of this proposal), the GIS files generated from the delineation, and the Project design CADD files to be provided by the City. The Project impacts will be categorized as either permanent or temporary, by regulatory agency jurisdiction, and by resource type (e.g., wetlands, non-wetland waters, streams). The impacts will be depicted graphically in figures and presented in tables. CONSULTANT will also work with the Project team to develop a conceptual mitigation plan to include in the permit applications, if applicable.

Task 3.4.1: Pre-Application Consultation with Agencies

CONSULTANT will initiate contact with USACE, Santa Ana RWQCB and CDFW to provide preliminary Project information, solicit concerns, and discuss the requirements and timing associated with the regulatory permits. The primary objective of initiating agency coordination early in the Project is to explain the proposed Project, Project schedule, receive agency buy-in of the permit approach, and to identify specific agency staff assigned to the Project in advance of submitting permit applications. CONSULTANT has found that early coordination with the agencies and identification of assigned agency staff prior to submitting applications has led to quicker agency review of submitted materials and faster response times.

RWQCB currently requires a pre-filing meeting no less than 30 days prior to the submittal of an application. USACE recommends a pre-application meeting prior to application submittal. Such contact may consist of a site visit, a Project team conference call or written communication. It is assumed that three teleconference meetings of approximately 2 hours duration each and associated preparation time may be required.

Task 3.4.2: USACE Clean Water Act Section 404 Permit Notification

The level of work associated with preparing the notification to the USACE pursuant to Section 404 is dependent on the magnitude of Project impacts on jurisdictional waters and other resources. The decision would be based on the findings of the aquatic resources delineation. If it is determined during the jurisdictional delineation that the aquatic resources on-site are considered Waters of the United States, it is assumed the proposed Project impacts on those aquatic resources would require an individual permit application; however, if the Project meets specific requirements under the Nationwide Permit Program, the Project may pursue a NWP.

The level of effort required to obtain regulatory permits is commensurate with the complexity of the Project and Project schedule. This scope represents our anticipated level of coordination necessary to facilitate regulatory permits for this Project. A contingency budget has been added to this task should additional coordination not typical with the agencies be necessary.

Deliverables: One draft copy of permit application package (including figures, alternatives analysis, restoration plan, and compensatory mitigation plan) submitted electronically for City and/or Project team review. One PDF electronic copy of each final permit application submitted to each of the regulatory agencies and the City.

Task 3.4.3: RWQCB Application for an Individual Water Quality Certification / Waste Discharge Requirements Order

Projects that require a federal license or permit (such as a Section 404 permit) and that may result in a discharge to jurisdictional waters would require a Water Quality Certification pursuant to Section 401 of the CWA) to the Santa Ana RWQCB. After completion of biological technical studies and a jurisdictional delineation of waters, CONSULTANT will prepare the necessary documentation and application for RWQCB for its review of the Project.

RWQCB currently requires a pre-filing meeting no less than 30 days prior to the submittal of an application. Pursuant to CWA Section 401 and the Porter-Cologne Water Quality Control Act, CONSULTANT will prepare an application for an Individual Water Quality Certification and/or Waste Discharge Requirements to be submitted to the Santa Ana RWQCB. The RWQCB application will include a detailed Project description, a description of proposed impacts, identification of Project specific Best Management Practices (BMPs), a mitigation approach, and CEQA documentation. An application fee must be provided to the RWQCB as part of the request and will be provided by the City/Client. RWQCB notifies an Applicant within 30 days of submittal of the application whether the application is considered complete. If the application is determined to be incomplete, RWQCB will identify the items required for completion. RWQCB restarts the 30-day review with every incomplete letter after the requested materials are submitted. If RWQCB fails to identify whether an application is complete within 30 days, additional support may be requested from USACE under CWA. Once the application is considered complete, RWQCB has 60 days to one year to issue a certification. The total permitting process may range from 90 to 180 days for a typical Water Quality Certification (WQC).

This task assumes one draft and one final permit application before submittal to Santa Ana RWQCB. This task also assumes the application and any applicable fees will be submitted by District staff and is not included as part of this task.

The State Water Resources Control Board (SWRCB) Procedures Implementation Guidance may require that the following be submitted as part of a complete application, as applicable:

- An alternatives analysis
- A restoration plan to address the temporary impacts;
- A draft compensatory mitigation plan for permanent impacts
- CEQA documentation.

CONSTULANT will work with the City to prepare the alternatives analysis for incorporation into the application if the Project is identified as Tier I or Tier II.

Restoration Plan: If required, a draft restoration plan will be prepared that outlines design, implementation, assessment, and maintenance for restoring aquatic resource areas of temporary impact to pre-Project condition is required as part of a complete application. CONSTULANT will prepare the draft restoration plan and submit it as part of the RWQCB application. CONSTULANT will work with RWQCB staff to address any questions they may have, negotiate terms, and ultimately prepare a final restoration plan for approval by the RWQCB. If the USACE and CDFW also require a restoration plan for temporary impacts, CONSTULANT incorporate them into the CWA Section 401 to ensure the RWQCB's application includes the proposed revisions, if any.

Compensatory Mitigation Plan: If applicable, CONSTULANT will work with the City to identify agency approved mitigation banks or in-lieu fee programs to mitigate the permanent impacts on aquatic resources. The SWRCB requires permittees who intend to fulfill their compensatory mitigation obligations through such means to also submit a draft compensatory mitigation plan that addresses the following:

- A watershed profile for the project evaluation area for both the proposed dredged or fill project and the proposed compensatory mitigation project.
- An assessment of the overall condition of aquatic resources proposed to be impacted by the project and their likely stressors, using an assessment method approved by the permitting authority.
- A description of how the project impacts and compensatory mitigation would not cause a net loss of the overall abundance, diversity, and condition of aquatic resources, based on the watershed profile.

CONSULTANT will prepare the draft compensatory mitigation plan, addressing the items above, and submit it as part of the RWQCB application. A draft compensatory mitigation plan is required as part of a complete application.

CONSULTANT will work with RWQCB staff to address any questions they may have and ultimately prepare a final plan for approval by the RWQCB.

CONSULTANT will provide a draft of the alternatives analysis, restoration plan, and compensatory mitigation plan (electronic format) to the City for two rounds of review prior to electronically submitting it to the RWQCB.

Deliverables: Draft RWQCB 401 Application, including alternatives analysis, restoration plan, and compensatory mitigation plan (Portable Document Format [PDF] electronic copy). Final alternatives analysis, draft restoration plan, and draft compensatory mitigation plan (PDF electronic copy) submitted to the City and RWQCB.

The level of effort required to obtain regulatory permits is commensurate with the complexity of the Project and Project schedule. This scope represents our anticipated level of coordination necessary to facilitate regulatory permits for this Project. A contingency budget has been added to this task should additional coordination not typical with the agencies be necessary.

Task 3.4.4: CDFW Notification of Lake or Streambed Alteration Agreement

CONSULTANT will prepare a Notification of Lake or Streambed Alteration for submittal to CDFW. CDFW has recently transitioned to an entirely online application process through the Environmental Permit Information Management System (EPIMS). This will require the City to have an account directly on EPIMS to initiate the permit application and sign any documentation or electronically provide CONSULTANT permissions to act on the City's behalf. CONSULTANT will schedule one meeting with CDFW on a virtual platform, if necessary, to facilitate CDFW's review of the Project and completion of the Agreement. This cost estimate includes no more than two rounds of comments from CDFW, and those comments do not request or require further study than what is readily available and/or identified in this proposal. A processing fee must be provided to CDFW with the notification. This fee is based on the cost of the specific Project components requiring authorization by CDFW. The Project applicant will provide all permit application fees via the payment portal on EPIMS.

The level of effort required to obtain regulatory permits is commensurate with the complexity of the Project and Project schedule. This scope represents our anticipated level of coordination necessary to facilitate regulatory permits for this Project. A contingency budget has been added to this task should additional coordination not typical with the agencies be necessary.

Deliverables: One draft copy of permit application package (including figures, alternatives analysis, restoration plan, and compensatory mitigation plan) available via EPIMS for City and/or Project team review.

Task 3.4.5: Regulatory Permitting Response Category

In some cases, the regulatory agencies may request additional information that may not be typical of other similar projects. Additional response to novel requests may be required or extended periods of review and spread-out questions may require additional time and effort. This task has been included to provide the budget required to respond to these non-typical questions and requests, as needed.

Task 4: Draft and Public Review Mitigated Negative Declaration (MND)

Prepare Administrative Draft MND: If one or more significant impacts are identified during the IS process, and in the technical reports prepared under Task 3, CEQA allows the preparation of an MND when those impacts can be mitigated to a less-than-significant level. The preparation of an ND is similar to MND, with the exception that an MND includes mitigation measures. Therefore, the description of an MND is provided in this task.

For each CEQA environmental checklist discipline item, the existing environmental setting of the Proposed 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. Based on CEQA-defined significance criteria, CONSULTANT will determine the potential for any adverse or significant adverse impacts and present mitigation measures to reduce any such impacts to a level below significance. CONSULTANT will provide one electronic PDF copy of the Administrative Draft MND for one round of Client review and one round to finalize the revised changes.

Prepare/Distribute the MND and Notice of Intent: For submittal to the Office of Planning and Research (OPR), CONSULTANT will draft a Notice of Intent (NOI), Notice of Completion (NOC), Summary Form, and the Public Draft IS/MND with associated appendices to be submitted electronically on behalf of the City. The City must approve CONSULTANT as a submitter for the City on the OPR CEQANet Web portal.

CONSULTANT will prepare the NOI for distribution during the public review to agencies, interested parties, and property owners adjacent to the Proposed Project from an approved distribution list provided by the City. CONSULTANT assumes up to 80 mailings of the NOI via regular mail to adjacent property owners within 200 feet and up to 10 mailings of the NOI via certified mail to agencies and other interested parties. CONSULTANT will file the NOI to adopt an MND with the County Clerk. CONSULTANT assumes the City will be responsible for newspaper publications or on-site postings.

Note: This task does not include attendance at any public or community outreach meetings. The environmental document will not be circulated until AB 52 consultation has been concluded.

Deliverables: One electronic PDF copy of the Public Review Draft MND and technical reports as appendices for distribution. Up to three hard copies of the Public Review Draft MND with technical reports/appendices on thumb drive or CDs. Up to 80 mailings to adjacent property owners via regular mail, and up to 10 mailings to agencies and interested parties via certified mail. State Clearinghouse submittal will be done electronically. Should additional mailings be required, CONSULTANT can prepare and mail additional notices at an additional cost.

Task 5: Final MND

Prepare Final MND with Response to Comments: Based upon comments received from public review, responses to the comments will be prepared. For the purposes of this Project and location, CONSULTANT assumes that there will be no substantive comments from the public or agencies and will not be controversial in nature. Up to 15 comment letters on the IS/MND are assumed, with responses requiring minimal further investigation. CONSULTANT may update studies based on public comment upon request with an additional scope and fee. A draft of these responses will be provided to the Client and City. Upon receipt of one complete set of comments from the Client and City on the responses, a Final MND will be prepared. This document combined with the Draft MND will constitute the Final MND to be used by the City when considering approval of the Proposed Project. This task will include up to two rounds of comments, one round from the Client and one from the City.

Prepare Mitigation, Monitoring, and Reporting Plan and Notice of Determination: Following preparation of the MND, CONSULTANT will prepare a Draft Mitigation, Monitoring, and Reporting Plan (MMRP). The Final MMRP incorporating the City and Client's comments will be incorporated into the Final MND. The Notice of Determination (NOD) is filed following the City's decision to carry out or approve the proposed Project for which the MND has been prepared. CONSULTANT will prepare the NOD and will file the NOD with the State Clearinghouse and the County Clerk. The City will be responsible for CDFW filing fees, if necessary. CONSULTANT will provide up to 10 hard copies of the NOD; the NOD is to be filed electronically with the State Clearinghouse and one filed with the County Clerk.

Deliverables: Three hard copies of the draft Final MND and MMRP and reviewed Final MND and MMRP with the technical reports/appendices on thumb drive or CD. One electronic copy and 10 hard copies of the NOD.

Task 6: Project Management

Project Management hours have been incorporated in the tasks listed previously. Project Management tasks cover communication and coordination with the Client, City, coordination with staff for completion of impact analysis, and Project progress and budget monitoring. This task includes internal coordination, invoicing, and bimonthly Project update calls with two CONSULTANT staff, and one City meeting (3-hour City Council or Planning Commission meeting) with up to two staff. Additional meetings and coordination will be provided on a time and materials basis.



**Master Drainage Plan (MDP) Line 2, Stage 1 (CIP2019-019)
City of Beaumont**

FIRM: EXP

CHANGE ORDER (CO) NO. 3 LABOR HOUR and FEE ESTIMATE

TASK NO.	TASK DESCRIPTIONS	EXP U.S. SERVICES INC.			TASK TOTAL
		Project Manager	Roadway Lead	Chambers Group	
		\$323	\$323		
Task 1	Kick Off Meeting and Data Acquisition				
1.1	Kick Off Meeting and Data Acquisition			\$ 2,768.70	\$2,768.70
Task 2	Initial Study				
2.1	Initial Study			\$ 12,831.50	\$12,831.50
Task 3	Technical Studies				
3.1	Air Quality and Noise			\$ 17,457.00	\$17,457.00
3.2.1	Biological Assessment, MSHCP Analysis, Jurisdictional Delineation and Letter Report			\$ 14,722.40	\$14,722.40
3.2.2	DBESP			\$ 6,413.00	\$6,413.00
3.3	Cultural Resources and Consultation			\$ 20,232.30	\$20,232.30
3.4.1	Pre-Application Consultation with Agencies			\$ 5,438.40	\$5,438.40
3.4.2	USACE CWA Section 404 Permit Notification			\$ 7,994.80	\$7,994.80
3.4.3	RWQCB Application for an Individual Water Quality Certification / Waste Discharge Requirements			\$ 10,609.50	\$10,609.50
3.4.4	CDFW Notification of LSAA			\$ 9,226.80	\$9,226.80
3.4.5	Regulatory Permitting Response Contingency			\$ 6,653.90	\$6,653.90
Task 4	Draft and Public Review Mitigated Negative Declaration (MND)				
4.1	Draft and Public Review Mitigated Negative Declaration (MND)			\$ 8,677.90	\$8,677.90
Task 5	Final MND				
5.1	Final MND			\$ 11,677.60	\$11,677.60
Task 6	Project Management				
6.1	Project Management	8	40	\$ 4,981.90	\$20,485.90
	SUB-TOTAL (W/O ODC'S)				
	SUB-TOTAL (W/O ODC'S)				\$155,189.70
	OTHER DIRECT COSTS (ODC'S)				
	ODC'S *				\$0.00
	TOTAL HOURS :	8	40		
	TOTAL (W/ ODC'S) LABOR :	\$2,584.00	\$12,920.00	\$ 139,686.70	\$155,189.70
TOTAL FEE:					\$155,189.70
ENVIRONMENTAL BASE CONTRACT FEE					-\$81,835.00
AMENDMENT AMOUNT REQUESTED					\$73,354.70

*Application and Permitting Fees to be paid directly by the City

EXHIBIT "B"

CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/25/2024

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C. No. Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@wtwco.com	FAX (A/C. No.): 1-888-467-2378	
	INSURER(S) AFFORDING COVERAGE		
INSURED EXP Global, Inc. 205 N. Michigan Ave, Ste 3600 Chicago, IL 60601	INSURER A: XL Insurance America Inc		NAIC # 24554
	INSURER B: AIG Specialty Insurance Company		26883
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** W33308926 **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 VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		US00057823LI24A	03/31/2024	03/31/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		GGA7479210	03/31/2024	03/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	GWG7479208	03/31/2024	03/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Cont. Pollution Liab.			CPL25893073	03/31/2024	03/31/2025	Per Incident: \$3,000,000 Aggregate: \$3,000,000

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 included as an Additional Insureds as respects to General Liability and Auto Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Beaumont 550 E. 6th Street Beaumont, CA 92223	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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ENDORSEMENT #

This endorsement, effective 12:01 a.m., , forms a part of

Policy No. issued to EXP U.S. Services, Inc.
#GGA7479210
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XL PLUS BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COVERAGE DESCRIPTION

- A. Temporary Substitute Auto Physical Damage**
- B. Who Is An Insured**
 - 1. Broad Form Insured
 - 2. Employees As Insureds
 - 3. Additional Insured By Contract, Agreement or Permit
 - 4. Employee Hired Autos
- C. Supplementary Payments**
- D. Amended Fellow Employee Exclusion**
- E. Physical Damage Coverage**
 - 1. Rental Reimbursement
 - 2. Extra Expense – Broadened Coverage
 - 3. Personal Effects Coverage
 - 4. Lease Gap
 - 5. Glass Repair – Waiver Of Deductible
- F. Physical Damage Coverage Extensions**
 - 1. Additional Transportation Expense
 - 2. Hired Auto Physical Damage
- G. Business Auto Conditions**
 - 1. Notice Of Occurrence
 - 2. Waiver Of Subrogation
 - 3. Unintentional Failure To Disclose Hazards
 - 4. Primary Insurance
- H. Bodily Injury Redefined**
- I. Extended Cancellation Condition**

A. Temporary Substitute Auto Physical Damage

SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos is changed by adding the following:

If Physical Damage coverage is provided by this Coverage Form, the following types of vehicles are also covered “autos” for Physical Damage coverage:

1. Any “auto” you do not own while used with the permission of its owner as a temporary substitute for a covered “auto” you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. “Loss”; or
 - e. Destruction.

B. Who Is An Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is changed by adding the following:

1. Broad Form Insured

For any covered “auto”, any subsidiary, affiliate or organization, other than a partnership or joint venture, as may now exist or hereafter be constituted over which you assume active management or maintain ownership or majority interest, provided that you notify us within ninety (90) days from the date that any such subsidiary or affiliate is acquired or formed and that there is no similar insurance available to that organization. However, coverage does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization.

2. Employees As Insureds

Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow, in your business or your personal affairs.

3. Additional Insured By Contract, Agreement Or Permit

Any person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is provided under this policy, provided that the “bodily injury” or “property damage” occurs subsequent to the execution of the written contract, agreement or permit.

4. Employee Hired Autos

An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. is replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

- (1)** Any covered “auto” you lease, hire, rent or borrow; and
- (2)** Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business.

However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

C. Supplementary Payments

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is changed as follows:

Item **(2)** is deleted and replaced by the following:

- (2)** Up to \$3,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Item **(4)** is deleted and replaced by the following:

- (4)** All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 a day because of time off from work.

D. Amended Fellow Employee Exclusion

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee does not apply.

The insurance provided under this Provision **D.** is excess over any other collectible insurance.

E. Physical Damage Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is changed by adding the following:

1. Rental Reimbursement

- a.** We will pay for rental reimbursement expenses incurred by you for the rental of an “auto” because of “loss” to a covered “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered “auto”. No deductibles apply to this coverage.
- b.** We will pay only for those expenses incurred during the policy period beginning twenty-four (24) hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:

- (1) The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 - (2) Thirty (30) days.
- c. Our payment is limited to the lesser of the following amounts:
- (1) Necessary and actual expenses incurred.
 - (2) \$50 any one day per private passenger "auto";
\$100 any one day per truck;
\$1,500 any one period per private passenger "auto";
\$3,000 any one period per truck; or
Higher limits if shown elsewhere in this policy.
- d. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

2. **Extra Expense – Broadened Coverage**

We will pay for the expense of returning a stolen covered "auto" to you.

3. **Personal Effects Coverage**

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for "personal effects" stolen from the "auto".

As used in this endorsement, "personal effects" means tangible property that is worn or carried by an "insured". "Personal effects" does not include tools, jewelry, money or securities.

4. **Lease Gap**

In the event of a total "loss" to a covered "auto" shown in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchases with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

5. Glass Repair – Waiver Of Deductible

No deductible applies to glass damage if the glass is repaired rather than replaced.

F. Physical Damage Coverage Extensions

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by the following:

1. Additional Transportation Expense

Sections a. and b. are amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

2. Hired Auto Physical Damage

The following section is added:

Any “auto” you lease, hire, rent or borrow is deemed to be a covered “auto” for physical damage coverage. The most we will pay for each covered “auto” is the lesser of:

- (1) the actual cash value;
- (2) the cost for repair or replacement; or
- (3) \$50,000, or higher limit if shown on the Declarations for Hired Auto Physical Damage Coverage.

For each covered “auto” a deductible of \$100 for Comprehensive Coverage and \$1,000 for Collision Coverage will apply.

G. Business Auto Conditions

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions is changed by the following:

1. Notice Of Occurrence

Section 2. – Duties In The Event Of Accident, Claim, Suit Or, Loss, a. is changed by adding the following:

If you report an injury to an “employee” to your workers’ compensation carrier and if it is subsequently determined that the injury is one to which this insurance may apply, any failure to comply with this condition will be waived if you provide us with the required notice as soon thereafter as practicable after you know or reasonably should have known that this insurance may apply.

2. Waiver Of Subrogation

Section 5. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

However, this Condition does not apply to any person(s) or organization(s) with whom you have a written contract, but only to the extent that subrogation is waived prior to the “accident” or the “loss” under such contract with that person or organization.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions is changed by the following:

3. Unintentional Failure To Disclose Hazards

The following condition is added:

Your unintentional failure to disclose all hazards as of the inception date of the policy shall not prejudice any insured with respect to the coverage afforded by this policy.

4. Primary Insurance

Condition 5. Other Insurance is changed by adding the following:

For any covered “auto” this insurance shall apply as primary and not contribute with any other insurance where such requirement is agreed in a written contract executed prior to a “loss”.

H. Bodily Injury Redefined

SECTION V – DEFINITIONS, C. “Bodily injury” is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

I. Extended Cancellation Condition

COMMON POLICY CONDITIONS (Form IL 00 17), A. Cancellation, 2.b. is replaced by the following:

The greater of sixty (60) days or the time required by any applicable state amendatory endorsement before the effective date of cancellation if we cancel for any other reason.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required in a written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract or written agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations;
or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contact or written agreement.	As required per written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.