

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

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR (“Amendment”) is made and effective upon signature by and between the CITY OF BEAUMONT (“CITY”), a general law city, and Mark Thomas & Company, 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 19, 2023, CITY and CONTRACTOR entered into that certain agreement entitled “Agreement for Professional Services by Independent Contractor (“Agreement”) to provide Professional Engineering Services.

AMENDMENT

Section 1. Term of Agreement in accordance with Section 1 of the Agreement, the parties agree to extend the term of the Agreement to December 19, 2028. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate on December 31, 2028 , unless earlier terminated by the parties in accordance with the Agreement or extended by the parties of the Agreement is hereby amended as follows: CONTRACTOR agrees to provide the services (“Services”) as follows: Professional Engineering Services (“Services”) per Exhibit “A” and any other services which the City may request in writing. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Darin Johnson as CONTRACTOR’s professional responsible for overseeing the Services provided by CONTRACTOR.

Section 4.01 of the Agreement is hereby amended to increase the maximum compensation under the Agreement as follows: Under the original agreement, compensation was set at Two Million, Seven Hundred Twenty-Four Thousand, Three Hundred Eighty-eight Dollars and Zero Cents (\$2,724,388.00). Per this First Amendment, compensation is increased by the maximum amount of Four Hundred and Eight Thousand, Two Hundred Seventy-one Dollars (\$408,271) to be billed in accordance with the Proposal attached hereto as Exhibit “A”, resulting in total compensation under the Agreement not to exceed Three Million, One hundred Thirty-two Thousand, Six Hundred Fifty-nine Dollars and Zero Cents. (\$3,132,659.00).

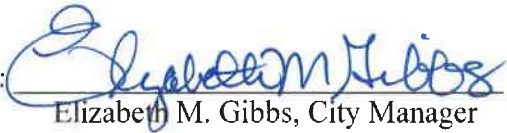
The recitals to this Amendment are deemed incorporated herein by this reference. All other terms of the Agreement not expressly amended by this Amendment shall remain in full force and effect.

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

CITY OF BEAUMONT

CITY:

CITY OF BEAUMONT

By: 
Elizabeth M. Gibbs, City Manager

CONTRACTOR:

MARK THOMAS & COMPANY

By: 

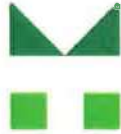
Print Name: Darin Johnson

Title: Associate Principal+Division Manager

EXHIBIT "A"

PROPOSAL

Dated October 1, 2024



MARK THOMAS

October 1, 2024

City of Beaumont
560 E. 6th Street
Beaumont, CA 92223
Attn: Robert Vestal

Project No.: 23-00355

RE: Amendment No. 1 – State Route 60 / Potrero Blvd Interchange Phase 2

Dear Robert:

Mark Thomas & Company, Inc. is pleased to submit this amendment for addition requested work to complete the final Plans, Specifications, and Estimates (PS&E) for SR-60/Potrero Blvd Interchange Phase 2.

Attached is our scope of work and cost proposal.

Thank you for the opportunity to provide this amendment for the project. Please call me at 805-701-9427 or email at djohnson@markthomas.com if you need any additional information or have any questions regarding this amendment.

Sincerely,

Darin Johnson, PE
Project Manager /Division Manager

MARK THOMAS

Enclosures: Exhibit A – Scope of Services
Exhibit B – Compensation



EXHIBIT A

City of Beaumont – SR-60/Potrero Blvd Interchange Phase 2

Final Plans, Specifications, & Estimates

Amendment No. 1

The scope of work was approved during the City Council meeting on December 19, 2023 with the exception that all ramps would remain in the scope of the project as originally planned in 2020 prior to stopping work on the project.

The inclusion of all ramps results in the following scope reductions:

- *Eliminate Supplemental Project Report*
- *Eliminate Supplemental Design Standard Decision Document*
- *Eliminate Traffic Management Plan*
- *Reduction in effort by NOT removing ramps*

After work began on 95% comment review and inclusion, the following scope changes were identified:

- *Need for new aerial mapping*
- *Williams Gas Line relocation*
 - *Addition of Legals and Plats for easements and TCE's – increased from 5 L&P's to 13 L&P's.*
 - *Scour analysis needed for drainage feature above proposed gas line relocation*
- *Addition of the Fire Station to the plans resulting in design and coordination*
- *Addition of Potrero Blvd work north of Western Knolls Ave to tie into existing*
- *Addition of 16" Sewer Force Main*
- *Change in relocation plans for SCE*
- *Support for Hall property access*
- *Additional plan sheets*
 - *Typical Sections – 1*
 - *Layouts – 1*
 - *Profiles – 4*
 - *Construction Details – 2*
 - *Erosion Control – 2*
 - *Drainage Plans, Profiles and Details – 4*
 - *Construction Area Signs – 1*
 - *PD Plans, Details and Quantities – 4*
 - *Sign Plans, Details and Quantities – 1*
 - *Irrigation and Planting – 6*
 - *Electrical Plans, Details and Quantities – 13*
- *Addition of irrigation for Erosion Control*
- *Removal of Bioswales and one Detention Basin*
- *Additional geotechnical exploration required at bridge and MSE wall*
- *Coordination with Caltrans to revise the previously approved Geotechnical Design Report*
- *Coordination with Caltrans to revise the previously approved Materials Report*

In a meeting with Caltrans, the City, and RCTC on 7/29/2024, it was determined the project can eliminate the EB Off-Ramp Auxiliary Lane and make the EB Off-Ramp a single lane ramp. As a result, the San Timoteo Bridge does not need to be widened and the project now avoids any environmental impacts to Coopers Creek. This results in a savings of over \$2M in construction costs. However, it does require additional rework of plans and reports.

The elimination of the Auxiliary Lane results in the following scope reductions:

- *Eliminate San Timoteo Creek Bridge Design and Plans*
- *Eliminate San Timoteo Creek Bridge Foundation Report*

The elimination of the Auxiliary Lane results in the following scope changes:

- *Revise and redesign the following sheets*
 - *Typical Sections – 2*
 - *Key Map and Line Index – 1*
 - *Layouts – 3*
 - *Construction Details – 3*
 - *Erosion Control – 3*
 - *Contour Grading – 3*
 - *Drainage Plans, Profiles and Details – 5*
 - *Utility Plan – 3*
 - *Stage Construction – 8*
 - *PD Plans, Details and Quantities – 4*
 - *Sign Plans, Details and Quantities – 6*
 - *Irrigation and Planting – 6*
 - *Electrical Plans, Details and Quantities – 3*
 - *MSE Retaining Wall No 1 - 2*
- *Modification of the following reports*
 - *Environmental Revalidation*
 - *Environmental Regulatory Permit Modifications*
 - *Jurisdictional Delineation and Biological Resources*
 - *Length of Need*
 - *Drainage Report*
 - *Storm Water Data Report*
 - *Geotechnical Design Report*
- *New Supplemental Traffic Impact Analysis Report*
- *Additional Management and Coordination*

TASK 2 – SURVEY, ROW, UTILITIES & ENVIRONMENTAL

2.6 – Plats and Legal Descriptions

The number of plats and legal descriptions required increased from 5 to 13 legals and plats.

The following L&P's are required for each of the following locations

- Williams pipeline – Trinity Properties – 6 L&P's
- Williams pipeline – Potrero 40, LLC – 2 L&P's
- Williams pipeline – City of Beaumont – 4 L&P's
- SCE Easement – Olivewood/RSI Communities – 1 L&P

2.7 – Environmental Revalidation

Additional environmental coordination and effort required because of additional biological resource effort

2.9 – Jurisdictional Delineation and Biological Resources Verification

The authorized scope of work originally included verifying previously mapped aquatic and biological resources by desktop and revising up to only 5% of features in the field, for the approximate 120 acres. SWCA conducted 3 days of field surveys to remap all features within the approximate 120 acres. No additional field days are needed at this time. A delineation conditions memo and biological resources memo will be prepared documenting the findings. This amendment therefore captures increased hours needed for data collection, data processing, and discussion to prepare the memos. In addition, the approved scope of work did not include an impacts assessment, so this amendment also captures preparation of an impacts map.

SWCA will prepare a Delineation Conditions Memo for the 120-acre Phase 2 area including newly mapped features. The out-of-scope additional reporting will include mapping, description, and discussion of features.

SWCA will prepare a Biological Resources memo reflecting biological resource conditions in the Phase 2 project area including all newly mapped components. The out-of-scope additional reporting will include mapping, description, and discussion of conditions.

SWCA will overlay the Phase 2 design plans provided by Moffatt and Nichol and impact area onto the delineation and vegetation community maps and provide the total acreage of impacts for each. This out-of-scope impact map will be incorporated into the delineation and biological resources memos (above).

2.10 – Aerial Mapping

Updated aerial mapping required because of changes to the existing conditions over the past five years.

2.11 – Encroachment or Utility Policy Exception

A Request for Encroachment Policy Exception was completed in 2021. There were minimal comments from Caltrans that needed to be addressed but approval was assumed to be forthcoming. Since that time, Caltrans has completely changed the formatting of the report, and the report needs to be rewritten to meet the new formatting requirements.

SCE has also revised their plans for relocation of their existing facility. This require

TASK 3 – ENGINEERING SUPPORT

3.1 – Supplemental Project Report

No longer required

3.2 – Supplemental Design Standard Decision Document

No longer required

3.3 - Drainage Report

Additional effort required in the drainage report for scour analysis and a 50 year Hydrology and Hydraulics analysis and revisions to remove the EB Auxiliary Lane.

3.5 – Traffic Management Plan (TMP)

No longer required

3.6 – Geotechnical Design & Materials Report

The Geotechnical Design Report (GDR) and Materials Report (MR) were approved by Caltrans via email correspondence on August 12, 2020 and October 28, 2020, respectively. However, Caltrans Geotechnical Design South provided geotechnical review comments on our Bridge Foundation Report (dated June 27, 2019) on Terracon’s Bridge Foundation Report. Terracon submitted Revision 2 of the report on June 24, 2020 to address the comments. A comment resolution meeting, attended by Mark Thomas, Caltrans design oversight review, and Terracon teams, was held on February 22, 2024 to go over the review comments and discuss the required additional site-specific borings, laboratory testing, and geotechnical analyses for the proposed bridge widening and MSE wall. Caltrans requires three additional mud rotary borings: one boring near the proposed bridge widening, drilled to a maximum depth of 150 feet below ground surface (bgs); and two borings near the proposed MSE wall, drilled to a maximum depth of 75 feet bgs, each. The approximate locations of these supplemental borings were reviewed and approved by Caltrans during the meeting. Caltrans also requires Terracon to prepare a separate Foundation Report to provide site-specific foundation design recommendations for the MSE Wall (Retaining Wall No. 1).

As a result of the additional borings that need to be drilled, Caltrans requires the Geotechnical Design Report to be updated and revised.

Design Standards have changed for calculating pavement thickness. Based on preliminary estimates, we can save over \$500,000 in concrete costs if we revise the Materials Report and reduce the structural section thickness for concrete pavement. The Materials Report will be updated to the new standards.

4.0 – PLANS, SPECS, & ESTIMATE (PS&E)

The initial scope included the removal of the two direct on-ramps which resulted in the elimination of some plan sheets that would not be needed. This resulted in 282 total roadway sheets estimated at the time of contract execution. The direct on-ramps are now included as a part of the plan set which increases the number of sheets required. Additional electrical plan sheets are required because of new Caltrans formatting.

Roadway Plans

The original estimated, actual, and delta number of roadway sheets is as follows:

Description	Estimated No of Sheets	Actual No of Sheets	Delta in No of Sheets
Title Sheet	1	1	-
Typical Cross Sections	7	8	-
Key Map	1	1	-
Project Control	1	1	-
Layouts	10	11	1
Profile and Superelevation	13	17	4
Construction Details	21	23	2
Erosion Control	11	13	2
Contour Grading	9	9	-
Drainage Plans, Profiles, Quantities and Details	65	69	4
Sanitary Sewer Plans, Profiles, and Details	4	4	-
Utility Plans	10	10	-
Construction Area Signs	1	2	1
Motorist Information Plans, Details and Quantities	3	3	-
Stage Construction and Traffic Handling Plans	32	32	-
Pavement Delineation Plans, Quantities and	17	21	4
Sign Plans, Quantities and Details	24	25	1
Summary of Quantities	5	5	-
Planting and Irrigation Plans	25	31	6
Electrical Plans, Details and Quantities	22	35	13
Total Estimated Roadway Plan Sheets	282 sheets	321 sheets	39 sheets

Layouts

- One additional plan required to detail the transition from proposed to existing condition on Potrero Blvd north of Western Knolls Pkwy.

Profile and Superelevation

- Four additional plan and superelevation plans are required because of keeping the direct on-ramps in the plans.

Construction Details

- Two additional construction details required because of keeping the direct on-ramps in the plans.

Erosion Control

- Two additional erosion control plans required because of keeping the direct on-ramps in the plans.

Drainage Profiles and Details

- Four additional drainage profiles and details required because of keeping the direct on-ramps in the plans.

Sanitary Sewer Plans, Profiles, and Details

- Additional sewer design and coordination effort required for a 16" sewer force main in Western Knolls Parkway.

Construction Area Signs

- One additional construction area sign sheet required because of 2023 Caltrans Standard Plan revisions for traffic standards.

Traffic Handling/Stage Construction Plans

- Updated plans due to 2023 Caltrans Standard Plan revisions for traffic standards.

Planting and Irrigation Plans

- Caltrans requested we provide permanent irrigation for the entire erosion control areas, which does not align with phase 1 of the project. The City as directed us to comply with Caltrans' request. This work was not included in the original scope.
- When we completed the permanent irrigation for the erosion control areas, the estimate for the entire project's irrigation was identified as almost \$2 million. We have tried to find ways to reduce the cost and had a focus meeting with Caltrans to discuss this. Caltrans has agreed to eliminate permanent irrigation from the erosion control area but add permanent irrigation to the bio-swale/strips and adjust irrigation for the trees and shrub pockets with temporary irrigation from the contractor. This direction requires additional work but is anticipated to reduce the irrigation cost by 25% or more.

Electrical Plans

- Additional electrical plans were required by Caltrans to meet new plan production requirements.
- The traffic signal at Potrero and Western Knolls had to be revised to reflect new conditions on the north leg.
- Revised electrical base map showing the updated existing electrical equipment in the field
- Revised electrical detail per 2023 Caltrans Standard Plans revisions for traffic standards

EXHIBIT B - COST PROPOSAL FOR PROJECT SCOPE: City of Beaumont: SR-60 / Potrero Boulevard Interchange - Phase 2

MARK THOMAS		SUBS								TOTAL AMENDMENT NO 1 COST	Original Contract	Total Contract Cost	
		Total Hours	Amendment No 1 Cost - MT	Epic Land Solutions (Utilities and ROW)	Moffat & Nichol (Environmental)	Terracon (Geotechnical)	CLSurvey (Supplemental Survey)	J. Smith & T. Mull (Drainage)	Aerotech				Iteris
1.0	PROJECT MANAGEMENT												
1.1	General Project Management	0	\$12,000		10,000						\$25,000	\$160,956	\$185,956
1.2	Project Meetings	0	\$0								\$0	\$95,310	\$95,310
1.3	Project Schedule	0	\$0								\$0	\$44,032	\$44,032
1.4	Quality Assurance/Quality Control	0	\$0								\$0	\$70,628	\$70,628
	Subtotal Phase 1	0	\$15,000	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$25,000	\$370,926	\$395,926
2.0	SURVEY, ROW, UTILITIES & ENVIRONMENTAL												
2.1	Utility Coordination	0	\$0								\$0	\$27,963	\$27,963
2.2	Supplemental Topo/Field Survey	0	\$0				(29,000)				-\$29,000	\$29,000	\$0
2.3	Right of Way	0	\$0								\$0	\$141,598	\$141,598
2.4	Right of Way Requirements Mapping	0	\$0								\$0	\$16,900	\$16,900
2.5	Right of Way Appraisal Mapping	0	\$0								\$0	\$22,076	\$22,076
2.6	Plats and Legal Descriptions	0	\$18,000								\$18,000	\$29,324	\$47,324
2.7	Environmental Revalidation	0	\$0		4,480						-\$4,480	\$33,000	\$37,480
2.8	Environmental Regulatory Permit Modifications	0	\$0		5,130						-\$5,130	\$29,000	\$34,130
2.9	Jurisdictional Delineation and Biological Resources Verification	0	\$0		21,617						-\$21,617	\$22,000	\$43,617
2.10	Aerial Mapping / Supplemental Survey	0	\$20,000						16,500		\$46,500	\$0	\$46,500
2.11	Encroachment or Utility Policy Exception	0	\$16,000								-\$16,000	\$0	\$16,000
	Subtotal Phase 2	0	\$54,000	\$0	\$31,227	\$0	-\$29,000	\$0	\$16,500	\$0	\$72,727	\$350,861	\$423,588
3.0	ENGINEERING SUPPORT												
3.1	Supplemental Project Report	0	-\$30,560								-\$30,560	\$30,560	\$0
3.2	Supp Design Standard Decision Document	0	-\$23,096								-\$23,096	\$23,096	\$0
3.3	Drainage Report	0	\$8,000					24,000			-\$8,000	\$38,040	\$70,040
3.4	Stormwater Data Report (SWDR)	0	\$0								\$0	\$11,984	\$11,984
3.5	Traffic Management Plan (TMP)	0	-\$13,472								-\$13,472	\$13,472	\$0
3.6	Geotechnical FR, GOR and MR	0	\$0		167,000						-\$167,000	\$30,000	\$197,000
3.7	Supplemental Traffic Impact Analysis	0	\$0						30,000		-\$30,000	\$0	\$30,000
	Subtotal Phase 3	0	-\$59,128	\$0	\$0	\$167,000	\$0	\$24,000	\$0	\$30,000	\$161,872	\$147,152	\$309,024
4.0	95% PLANS, SPECIFICATIONS & ESTIMATE (PS&E)												
4.1	Roadway Plans = \$232,000 - \$16,000 = \$216,000	0	\$216,000								-\$216,000	\$365,213	\$581,213
	Roadway Plans added effort - \$5232,000												
	Roadway Plans - reduction for direct ramp changes - \$16,000												
4.2	Roadway Quantities and Estimate	0	\$0								\$0	\$24,344	\$24,344
4.3	Roadway Specifications	0	\$0								\$0	\$17,120	\$17,120
4.4	Structures Plans	0	-\$15,000								-\$15,000	\$149,020	\$134,020
4.5	Structures Quantities and Estimate	0	\$0								\$0	\$23,680	\$23,680
4.6	Structures Specifications	0	-\$10,000								-\$10,000	\$14,700	\$4,700
4.7	Landscape Plans	0	\$25,000								-\$25,000	\$32,796	\$57,796
4.8	Landscape Quantities and Estimate	0	\$0								\$0	\$3,912	\$3,912
4.9	Landscape Specifications	0	\$0								\$0	\$4,534	\$4,534
4.10	nSSP Approval Requests	0	-\$24,000								-\$24,000	\$24,000	\$0
4.11	Sewer Plans	0	\$16,000								-\$16,000	\$0	\$16,000
	Subtotal Phase 4	0	\$208,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$208,000	\$659,319	\$867,319
5.0	100% PLANS, SPECIFICATIONS & ESTIMATE (PS&E)												
5.1	Roadway Plans	0	\$80,000								-\$80,000	\$223,609	\$303,609
5.2	Roadway Quantities and Estimate	0	\$0								\$0	\$21,496	\$21,496
5.3	Roadway Specifications	0	\$0								\$0	\$11,928	\$11,928
5.4	Structures Plans	0	-\$42,000								-\$42,000	\$71,660	\$29,660
5.5	Structures Quantities and Estimate	0	-\$5,000								-\$5,000	\$11,040	\$6,040
5.6	Structures Specifications	0	-\$5,000								-\$5,000	\$11,040	\$6,040
5.7	Landscape Plans	0	\$25,000								-\$25,000	\$17,568	\$42,568
5.8	Landscape Quantities and Estimate	0	\$0								\$0	\$978	\$978
5.9	Landscape Specifications	0	\$0								\$0	\$1,262	\$1,262
5.10	Combined Specifications	0	\$0								\$0	\$23,128	\$23,128
5.11	nSSP Approval Requests	0	-\$15,328								-\$15,328	\$15,328	\$0
5.12	Sewer Plans	0	\$6,000								-\$6,000	\$0	\$6,000
	Subtotal Phase 5	0	\$43,672	\$0	\$0	\$0	\$0	\$0	\$0	\$0	-\$43,672	\$409,937	\$452,709
6.0	FINAL PLANS, SPECIFICATIONS & ESTIMATE (PS&E)												
6.1	Roadway PS&E	0	\$0								-\$0	\$149,538	\$149,538
6.2	Structures PS&E	0	-\$25,000								-\$25,000	\$57,840	\$32,840
6.3	Landscape PS&E	0	\$0								\$0	\$10,510	\$10,510
6.4	Resident Engineers (RE) File	0	\$0								\$0	\$83,040	\$83,040
6.5	Ready to List (RTL) File	0	\$0								\$0	\$16,408	\$16,408
6.6	Sewer PAR&E	0	\$4,000								-\$4,000	\$0	\$4,000
	Subtotal Phase 6	0	-\$21,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	-\$21,000	\$317,336	\$296,336
7.0	CONSTRUCTION SUPPORT												
7.1	Bid Support	0	\$0								\$0	\$8,016	\$8,016
7.2	Construction Support	0	\$0								-\$266,000	\$266,381	\$184,381
7.3	Record Drawings	0	\$0								\$0	\$93,160	\$93,160
	Subtotal Phase 7	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	-\$266,000	\$367,557	\$285,557
	TOTAL HOURS	0											
	OTHER DIRECT COSTS		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$102,200	\$102,200
	TOTAL COST		\$240,544	\$0	\$41,227	\$167,000	-\$29,000	-\$24,000	\$16,500	\$30,000	\$408,271	\$2,724,388	\$3,132,659

Please note that the rates shown are for estimating purposes only. See rate schedule for actual rates/ranges.

EXHIBIT "B"

CERTIFICATE OF INSURANCE



MARKTHO-01

SUMMANR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/9/2024

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 License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	CONTACT NAME: Jessica McDonald
	PHONE (A/C, No, Ext): (925) 918-4535 FAX (A/C, No):
	E-MAIL ADDRESS: Jessica.McDonald@ioausa.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : The Continental Insurance Company NAIC # 35289
	INSURER B : Continental Casualty Company 20443
	INSURER C : Valley Forge Insurance Company 20508
	INSURER D : Lloyd's NA
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: 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 WVD	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	7040185059	9/15/2024	9/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	7040183912	9/15/2024	9/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7040283234	9/15/2024	9/15/2025	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	740274825	9/15/2024	9/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Cyber Liability			ACS1284324	7/1/2024	7/1/2025	Limit 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Project # 23-00355 - Beaumont- SR-60/Potrero Blvd Ph II Final PS&E - Agreement # C23-139
 City of Beaumont, its officials, employees and authorized agents are included as Additional Insured on a Primary & Non-Contributory basis with Waiver of Subrogation with respects to the General & Auto Liability policies, as required by written contract.
 Worker's Compensation: Waiver of Subrogation is in favor of the City of Beaumont, its officials, employees and authorized agents, as required by written contract.

CERTIFICATE HOLDER City of Beaumont 550 E. 6th Street Beaumont, CA 92223	CANCELLATION 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

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, 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:
- A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
- then paragraph I. above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage**, or **personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

VALLEY FORGE INSURANCE COMPANY

Insured Name: MARK THOMAS & COMPANY, INC.

Policy No: 7040185059

Endorsement No: 15

Effective Date: 09/15/2023



**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

VALLEY FORGE INSURANCE COMPANY

Insured Name: MARK THOMAS & COMPANY, INC.

Policy No: 7040185059

Endorsement No: 15

Effective Date: 09/15/2023



Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

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

Table with 1 column and 4 rows. Header: SCHEDULE. Row 1: Name Of Person Or Organization: ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT: 1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

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

Under COMMERCIAL GENERAL LIABILITY CONDITIONS, it is understood and agreed that the condition entitled Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the Named Insured's ongoing operations or your work included in the products-completed operations hazard.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

30020008560789513854995





CNA PARAMOUNT

**Primary and Noncontributory - Other Insurance
Condition Endorsement**

This endorsement modifies insurance provided under the following:

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

It is understood and agreed that the condition entitled **Other Insurance** is amended to add the following:

Primary And Noncontributory Insurance

Notwithstanding anything to the contrary, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. the additional insured is a named insured under such other insurance; and
- b. the **Named Insured** has agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

30020008560789513854992



CNA74987XX (1-15)

Page 1 of 1

VALLEY FORGE INSURANCE COMPANY

Insured Name: MARK THOMAS & COMPANY, INC.

Policy No: 7040185059

Endorsement No: 17

Effective Date: 09/15/2023



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the **"accident"** for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)	Endorsement Expiration Date:	Policy No: BUA 7040183912
Endorsement Effective Date:		Policy Effective Date: 09/15/2023
Endorsement No: 15; Page: 1 of 1		Policy Page: 79 of 223
Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606		



**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MARK THOMAS & COMPANY, INC.

Endorsement Effective Date: 09/15/2023

SCHEDULE

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

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No: 4; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7040183912

Policy Effective Date: 09/15/2023

Policy Page: 58 of 223



**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

CA Policy # 7 40274825
All Other States Policy # 7040185157

Form No: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 9; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, 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:
- A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
- then paragraph I. above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

VALLEY FORGE INSURANCE COMPANY

Insured Name: MARK THOMAS & COMPANY, INC.

Policy No: 7040185059

Endorsement No: 15

Effective Date: 09/15/2023



**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

VALLEY FORGE INSURANCE COMPANY

Insured Name: MARK THOMAS & COMPANY, INC.

Policy No: 7040185059

Endorsement No: 15

Effective Date: 09/15/2023



Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

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

Table with 1 column and 4 rows. Header: SCHEDULE. Row 1: Name Of Person Or Organization: ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT: 1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

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

Under COMMERCIAL GENERAL LIABILITY CONDITIONS, it is understood and agreed that the condition entitled Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the Named Insured's ongoing operations or your work included in the products-completed operations hazard.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

30020008560789513354995





CNA PARAMOUNT

**Primary and Noncontributory - Other Insurance
Condition Endorsement**

This endorsement modifies insurance provided under the following:

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

It is understood and agreed that the condition entitled **Other Insurance** is amended to add the following:

Primary And Noncontributory Insurance

Notwithstanding anything to the contrary, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. the additional insured is a named insured under such other insurance; and
- b. the **Named Insured** has agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

30020008560789513354992



CNA74987XX (1-15)

Page 1 of 1

VALLEY FORGE INSURANCE COMPANY

Insured Name: MARK THOMAS & COMPANY, INC.

Policy No: 7040185059

Endorsement No: 17

Effective Date: 09/15/2023



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement No: 15; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7040183912

Policy Effective Date: 09/15/2023

Policy Page: 79 of 223



WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MARK THOMAS & COMPANY, INC.

Endorsement Effective Date: 09/15/2023

SCHEDULE

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

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No: 4; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7040183912

Policy Effective Date: 09/15/2023

Policy Page: 58 of 223



**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

CA Policy # 7 40274825
All Other States Policy # 7040185157

Form No: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 9; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606