

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS SECOND 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, whose address is 3200 El Camino real, Suite 290, Irvine, CA 92602 (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 for the Potrero Interchange (CIP 2016-003) using the exemptions to competitive procurement procedure; and,
- B. On October 18, 2024, CITY and CONTRACTOR amended the Agreement to complete additional work for final Plans, Specifications, and Estimates (PS&E) and extended the term of the agreement to December 19, 2028; and,
- C. CITY is requesting CONTRACTOR to provide additional scope of work required by Caltrans to complete PS&E; and,
- D. CONTRACTOR submitted a proposal (“PROPOSAL”) dated June 16, 2025, in response to the request from the CITY, which PROPOSAL is attached hereto as Exhibit “A” and made a part hereof by this reference; and,
- E. CITY desires to engage CONTRACTOR to provide the services provided in the PROPOSAL.

AMENDMENT

1. The parties hereby agree that Section 4.01 of the Agreement is hereby amended and replaced with the following:

- 1. **Compensation.** 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 \$2,724,388. Per the First Amendment, compensation was increased by the maximum amount of Four Hundred and Eight Thousand, Two Hundred Seventy-one Dollars (\$408,271).

Per this Second Amendment, compensation will be increased by Six Hundred, Fifty-five Thousand and Forty-Five Dollars (\$655,045) 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, Seven Hundred Eighty-Seven Thousand, Seven Hundred and Six Dollars. (\$3,787,706).

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

CITY OF BEAUMONT

CITY:

CITY OF BEAUMONT

By: _____

CONTRACTOR:

MARK THOMAS & COMPANY

By: 

Print Name: Darin Johnson

Title: Associate Principal

ATTEST:

By: _____
Nicole Wheelwright, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

EXHIBIT "A"

PROPOSAL

Dated June 16, 2025



MARK THOMAS

July 29, 2025

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

Project No.: 23-00355

RE: Amendment No. 5 – State Route 60 / Potrero Blvd Interchange Phase 2

Dear Robert:

Mark Thomas & Company is pleased to submit this amendment for additional work requested 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 to 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

Authorization to Proceed:

City of Beaumont

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. 5

The original contract was approved during the City Council meeting on December 19, 2023, Amendment No. 1 was approved on 10/18/2024, Amendment No. 2 was approved on 1/9/2025, Amendment No. 3 was approved on 4/28/2025, and Amendment No. 4 was approved on 7/28/2025.

During the final Plans, Specs, and Estimate (PS&E) for the SR-60 Potrero Blvd Interchange Phase 2 project, Caltrans identified items that needed to be added to the scope of work to complete PS&E. Some of these items were able to be addressed during the PS&E preparation while others will need to be addressed now as a change to the plans after plan approval.

Additional changes required by Caltrans include:

- Late changes to the right of way requirements and utility policy encroachment exception
- Additional PS&E review and coordination
- Multiple revisions to the NEPA/CEQA Revalidation #3
- Replacement of the San Timoteo Creek Bridge Rail
- Plan revisions required for the San Timoteo Creek bridge rail replacement
- Additional need for Environmental Revalidation #4 to include design, avoidance and minimization measures for the San Timoteo Creek bridge rail replacement
- Coordination and meetings to determine the need for a noise study
- Traffic counts and analysis required for the noise study
- Coordination and meetings to determine the need for Air Quality Conformity Analysis
- Air Quality Conformity Analysis preparation and coordination with Caltrans and FHWA
- Added Bridge Mounted Sign
- Additional need for Revalidation #5 to include results from the noise study

TASK 1 – PROJECT MANAGEMENT

1.1 – General Project Management

Additional coordination and phone calls with Caltrans, RCTC, and sub-consultants.

1.2 – Project Meetings

An extension of the schedule created the need for more meetings to address Caltrans requirements and changes to achieve RTL. Additional PDT and project meetings for the Noise Study, Bridge Rail Replacement, Air Quality Conformity

Analysis, and NEPA/CEQA Revalidation along with additional design review meetings because of the expedited review format where comments were piecemealed instead of being delivered at one time.

1.4 – Quality Assurance / Quality Control

Additional submittals and responses to Caltrans reviews increased the amount of quality control.

TASK 2 – SURVEY, ROW, UTILITIES & ENVIRONMENTAL

2.7 – Environmental Revalidation

Conducted additional background research for original documentation and technical studies (which occurred prior to M&N working on the project), including the technical studies and origination of measures included in the Environmental Commitments Record (ECR).

Updated and submitted Revalidation #3 to include the FHWA approved Air Quality Conformity

Update the Revalidation document to include the avoidance and minimization measures for the San Timoteo Creek bridge railing replacement (Revalidation #4) prior to construction and integrate the results from the noise study when it is completed (Revalidation #5).

2.8 – Environmental Regulatory Permit Modifications

Update 1602, NWP 14/Section 404, and Section 401 Certification permits to include avoidance and minimization measures for the addition of the new bridge railings.

Extend the US Army Corps NWP 14/Section 404 permit and State Regional Water Quality Control Board Section 401 Certification permit (both set to expire March 2026).

Attend project meetings (virtual) as needed.

2.9 – Jurisdictional Delineation and Biological Resources Verification

It is assumed Jurisdictional Delineation will not need to be updated.

2.11 – Encroachment Policy Exception

Caltrans initially required an exception for the SCE transmission line that is going to be pulled through existing conduit in Potrero Blvd. This required meetings and coordination with SCE and Caltrans. As the project was approaching the initial RTL submittal date, Caltrans determined that the SCE exception would not be required. This required revisions, meetings, and updates that were not anticipated.

The exception for SCE existing longitudinal utilities required additional effort to identify the changes in Caltrans access control and where a new gate will be required. This was not anticipated because there had been several reviews of the Encroachment Policy Exception and changes to access control were never brought up as an issue needing to be addressed.

It was determined that three air vacuum assemblies owned by the Beaumont Cherry Valley Water District (BCVWD) needed to be relocated within the Caltrans right-of-way. The addition of this exception required significant coordination with BCVWD, Caltrans, and the City to find suitable locations. After determining the placement of the relocated air vacuum assemblies, the need for a Design Standard Decision Document was also identified because two of the air vacuum assemblies are within the 52' clear recovery zone for discretionary fixed objects.

TASK 3 – ENGINEERING SUPPORT

3.2 – Supplemental Design Standard Decision Document

There are two items that do not meet current Caltrans design standards, and they will need to be documented in a Supplemental Design Standard Decision Document (DSDD).

- Non-standard shoulder – the eastbound shoulder across the San Timoteo Creek Bridge is a nonstandard width of 8', vs the 10' required in the Highway Design Manual. Originally, the San Timoteo Creek Bridge was going to be widened to add an auxiliary lane and a standard shoulder. When the auxiliary lane was eliminated, it created the need for a design exception.
- Clear Recovery Zone – the relocation of two Beaumont Cherry Valley Water District air vacuum assemblies west of Potrero Blvd will provide a clear recovery zone clearance of 30 ft from the edge of the traveled way, but not the required 52 ft at the westbound on-ramp location for discretionary fixed objects.

DSDD's were prepared and approved during the previous design phases. A Supplemental DSDD will be prepared documenting the shoulder and the clear recovery zone non-standard features.

3.7 – Supplemental Traffic Impact Analysis

Iteris will use a combination of new traffic counts and traffic forecasts derived from the RIVCOM traffic model to generate existing and forecast future traffic volumes to support the noise study.

3.7.1 – Project Management and Meetings

This task consists of project administrative functions, which generally include all administrative tasks required to initiate the project contract: establish the project accounting protocols, establish invoicing procedures, and perform regular financial tracking, reporting, and invoicing.

Iteris will prepare materials and attend meetings with the City and Caltrans District 8 as needed to present the results of the technical analysis.

3.7.2 – Traffic Data Collection

The noise study requires an existing conditions analysis which will require collection of intersection turning movement counts classified by truck type with number of axles for up to five (5) intersections and 24 hour roadway classified counts at up to five (5) roadway segments including the SR-60 freeway mainline as noted below.

Intersections

- Potrero Boulevard and Olivewood Way
- Potrero Boulevard and Western Knolls Avenue
- Potrero Boulevard and West 4th Street
- Western Knolls Avenue and SR-60 Westbound ramps (west)
- Western Knolls Avenue and SR-60 Westbound ramps (east)

Roadway Segments

- SR-60 Mainline in the vicinity of Potrero Boulevard
- Potrero Blvd North of existing Western Knolls Avenue
- Potrero Blvd South of existing Western Knolls Avenue
- Western Knolls Avenue east of Potrero Blvd
- Western Knolls Avenue between the two WB SR-60 on-ramps (the two most easterly blue dots)

Our proposed traffic count sub-consultant (AimTD) is familiar with the area and believes they can collect traffic data for the SR-60 mainline without encroaching on Caltrans right-of-way so the working assumption is that a Caltrans encroachment permit will not be required and only encroachment permits from the City of Beaumont will be necessary. However, a budget has been added to the cost estimate just in case Caltrans permits end up being required. If that were to be the case a “double” permit would be needed with either Mark Thomas or Iteris as the primary permit requester and AimTD as the secondary permit requestor.

Deliverables

- Existing Year AM and PM peak hour traffic volumes for all study locations including trucks by number of axles.

3.7.3 – Future Traffic Volumes

Future forecast volumes for 2045 Design Year No Project and 2045 With Project will be generated for all study locations. This will involve post-processing of traffic volumes from the RIVCOM traffic model. Volumes will be consistent with the traffic volumes in November 2024 Potrero Boulevard/SR-60 Interchange Updated Operational Analysis Memorandum and the accompanying Truck Traffic Forecasting Memorandum.

Deliverables

- Design Year (2045) No Build AM and PM peak hour traffic volumes including trucks by number of axles.
- Design Year (2045) Build AM and PM peak hour traffic volumes including trucks by number of axles

- Technical Memorandum documenting: traffic forecasting methodology and future forecast traffic volumes.

Other Direct Costs

- AimTD – Traffic Counts
- Encroachment Permits

TASK 6 – FINAL PLANS, SPECIFICATIONS & ESTIMATE (PS&E)

6.1 – Roadway PS&E

The original scope assumed one 95% submittal, one 100% submittal, and one Final Submittal. Caltrans comments added a second and third 95% submittal requiring extensive coordination with Caltrans to meet the critical timeline for the CTC funding deadline.

During removal of the San Timoteo Creek Bridge widening, Caltrans identified the need to replace the existing bridge barriers on both sides of the existing bridge. Mark Thomas will make revisions to the plans for additional work required on SR-60, for changes to the staging construction, and for recalculation of quantities.

This barrier replacement requires modifications to the following sheets.

- Title Sheet
- X-1
- L-2
- C-1
- SC-3, SC-20, SCQ
- PD-2
- Quantities

In addition to revisions to the plans, the MGS Length of Need analysis will be revised and updated.

6.2 – Structures PS&E

Mark Thomas will prepare structural calculations and plans for the exterior barrier replacement of the existing San Timoteo Creek bridge. Mark Thomas team will prepare PS&E documents following the 2024 Caltrans Standards and current versions of the Caltrans Structure Technical Policies and Bridge Design Manuals will be used. It is assumed that the following plan sheets will be prepared:

- General Plan 1
- Structural Details No. 1 1
- Structural Details No. 2 1

Mark Thomas will develop project special provisions using Caltrans Standard Special Provisions (2024 version). The special provisions will be prepared using Microsoft Word. Special Provisions will be submitted at the 95% and 100% submittals.

Mark Thomas will develop quantities and prepare construction cost estimates. The estimates will be comprised of unit prices placed on detailed quantity and check quantity calculations. Unit prices will be developed using current bid results from similar projects, Caltrans data base information and Caltrans latest Construction Cost Manual. All estimates will be done in Caltrans BEES format using Microsoft Excel.

Caltrans comments from the 95% submittal will be addressed and incorporated into the final PS&E. Responses to comments will be prepared and submitted. All final plan revisions will be made. Updates to the specifications and estimate will be completed. The bid-ready PS&E package will be incorporated into the plans approved submitted.

6.5 – Ready to List (RTL) File

After submittal of the Final PS&E, there were requests for updates to various plans, which required updates to the cost estimate. In addition, revisions occurred to the SSP's that were not identified in the original scope of work.

Preparation of the RTL Certification required updates from Caltrans and RCTC.

TASK 7 – CONSTRUCTION SUPPORT

7.2 – Construction Support

At the time of Amendment No 1, money was transferred from Construction Support, via a budget reallocation request, to cover the additional work required. At that time, the goal was to make up time in other tasks that would allow us to replenish the construction support task from other tasks that weren't needed. However, with the changes and revisions required by Caltrans during the final submittals, there isn't adequate money left to transfer back into the Construction Support task. Money is needed to replenish the construction support task and bring it back to the original amount.

EXHIBIT B - COST PROPOSAL FOR PROJECT SCOPE: City of Beaumont: SR-60 / Potrero Boulevard Interchange - Phase 2 - Amendment No. 5

	MARK THOMAS	Amendment No 5 Cost - MT	SUBS						TOTAL AMENDMENT NO 5 COST	Original Contract	Amendment No 1	Amendment No 2	Amendment No 3	Amendment No 4	Total Contract Cost
			Epic Land Solutions (Utilities and ROW)	Moffat & Nichol (Environmental)	ICF (Air Quality)	Terracon (Geotechnical)	Earth Mechanics (Geotechnical)	Iteris							
1.0 PROJECT MANAGEMENT															
1.1 General Project Management		\$30,700	-	3,600	-	-	-	\$34,300	\$160,956	25,000	0	0	4,000	\$224,256	
1.2 Project Meetings		\$16,600	-	5,200	-	-	-	\$21,800	\$95,310	0	0	0	3,000	\$120,110	
1.3 Project Schedule		\$0	-	-	-	-	-	\$0	\$44,032	0	0	0	0	\$44,032	
1.4 Quality Assurance/Quality Control		\$12,400	-	-	-	-	-	\$12,400	\$70,628	0	0	0	0	\$83,028	
Subtotal Phase 1		\$59,700	\$0	\$8,800	\$0	\$0	\$0	\$68,500	\$370,926	25,000	0	0	7,000	\$471,426	
2.0 SURVEY, ROW, UTILITIES & ENVIRONMENTAL															
2.1 Utility Coordination		\$0	-	-	-	-	-	\$0	\$27,963	0	0	0	0	\$27,963	
2.2 Supplemental Topo/Field Survey		\$0	-	-	-	-	-	\$0	\$29,000	-29,000	0	0	0	\$0	
2.3 Right of Way		\$0	-	-	-	-	-	\$0	\$141,598	0	0	0	0	\$141,598	
2.4 Right of Way Requirements Mapping		\$0	-	-	-	-	-	\$0	\$16,900	0	0	0	0	\$16,900	
2.5 Right of Way Appraisal Mapping		\$0	-	-	-	-	-	\$0	\$22,076	0	0	0	0	\$22,076	
2.6 Plats and Legal Descriptions		\$0	-	-	-	-	-	\$0	\$29,324	18,000	0	0	0	\$47,324	
2.7 Environmental Revalidation		\$0	-	35,100	-	-	-	\$35,100	\$33,000	4,480	0	0	0	\$72,580	
2.8 Environmental Regulatory Permit Modifications		\$0	-	18,400	-	-	-	\$18,400	\$29,000	5,130	0	0	0	\$52,530	
2.9 Jurisdictional Delineation and Biological Resources Verification		\$0	-	-	-	-	-	\$0	\$22,000	21,617	0	0	0	\$43,617	
2.10 Aerial Mapping / Supplemental Survey		\$0	-	-	-	-	-	\$0	\$0	36,500	0	0	0	\$36,500	
2.11 Encroachment or Utility Policy Exception		\$6,200	-	-	-	-	-	\$6,200	\$0	16,000	0	0	0	\$22,200	
2.12 Air Quality Conformity		\$3,100	-	-	-	-	-	\$3,100	\$0	0	0	19,481	0	\$22,581	
Subtotal Phase 2		\$9,300	\$0	\$53,500	\$0	\$0	\$0	\$62,800	\$350,861	72,727	0	19,481	0	\$505,869	
3.0 ENGINEERING SUPPORT															
3.1 Supplemental Project Report		\$0	-	-	-	-	-	\$0	\$30,560	-30,560	0	0	0	\$0	
3.2 Supp Design Standard Decision Document		\$14,600	-	-	-	-	-	\$14,600	\$23,096	-23,096	0	0	5,000	\$19,600	
3.3 Drainage Report		\$0	-	-	-	-	-	\$0	\$38,040	32,000	0	0	0	\$70,040	
3.4 StormWater Data Report (SWDR)		\$0	-	-	-	-	-	\$0	\$11,984	0	0	0	0	\$11,984	
3.5 Traffic Management Plan (TMP)		\$0	-	-	-	-	-	\$0	\$13,472	-13,472	0	0	0	\$0	
3.6 Geotechnical FR, GDR and MR		\$0	-	-	-	-	-	\$0	\$30,000	167,000	18,912	0	0	\$215,912	
3.7 Supplemental Traffic Impact Analysis		\$0	-	-	-	-	13,264	\$13,264	\$0	30,000	0	0	0	\$43,264	
3.7.1 Project Management and Meetings - \$4,688		\$0	-	-	-	-	-	\$0							
3.7.2 Traffic Data Collection - \$2,080		\$0	-	-	-	-	-	\$0							
3.7.3 Future Traffic Volumes - \$6,496		\$0	-	-	-	-	-	\$0							
Subtotal Phase 3		\$14,600	\$0	\$0	\$0	\$0	\$13,264	\$27,864	\$147,152	161,872	18,912	0	5,000	\$360,800	
4.0 95% PLANS, SPECIFICATIONS & ESTIMATE (PS&E)															
4.1 Roadway Plans		\$0	-	-	-	-	-	\$0	\$365,215	216,000	0	0	0	\$581,215	
4.2 Roadway Quantities and Estimate		\$0	-	-	-	-	-	\$0	\$24,344	0	0	0	0	\$24,344	
4.3 Roadway Specifications		\$0	-	-	-	-	-	\$0	\$17,120	0	0	0	0	\$17,120	
4.4 Structures Plans		\$0	-	-	-	-	-	\$0	\$149,020	-15,000	0	0	0	\$134,020	
4.5 Structures Quantities and Estimate		\$0	-	-	-	-	-	\$0	\$23,680	0	0	0	0	\$23,680	
4.6 Structures Specifications		\$0	-	-	-	-	-	\$0	\$14,700	-10,000	0	0	0	\$4,700	
4.7 Landscape Plans		\$0	-	-	-	-	-	\$0	\$32,796	25,000	0	0	0	\$57,796	
4.8 Landscape Quantities and Estimate		\$0	-	-	-	-	-	\$0	\$3,912	0	0	0	0	\$3,912	
4.9 Landscape Specifications		\$0	-	-	-	-	-	\$0	\$4,534	0	0	0	0	\$4,534	
4.10 nSSP Approval Requests		\$0	-	-	-	-	-	\$0	\$24,000	-24,000	0	0	0	\$0	
4.11 Sewer Plans		\$0	-	-	-	-	-	\$0	\$0	16,000	0	0	0	\$16,000	
Subtotal Phase 4		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$659,321	208,000	0	0	0	\$867,321	
5.0 100% PLANS, SPECIFICATIONS & ESTIMATE (PS&E)															
5.1 Roadway Plans		\$0	-	-	-	-	-	\$0	\$223,609	80,000	0	0	0	\$303,609	
5.2 Roadway Quantities and Estimate		\$0	-	-	-	-	-	\$0	\$21,496	0	0	0	0	\$21,496	
5.3 Roadway Specifications		\$0	-	-	-	-	-	\$0	\$11,928	0	0	0	0	\$11,928	
5.4 Structures Plans		\$0	-	-	-	-	-	\$0	\$71,660	-42,000	0	0	0	\$29,660	
5.5 Structures Quantities and Estimate		\$0	-	-	-	-	-	\$0	\$11,040	-5,000	0	0	0	\$6,040	
5.6 Structures Specifications		\$0	-	-	-	-	-	\$0	\$11,040	-5,000	0	0	0	\$6,040	
5.7 Landscape Plans		\$0	-	-	-	-	-	\$0	\$17,568	25,000	0	0	0	\$42,568	
5.8 Landscape Quantities and Estimate		\$0	-	-	-	-	-	\$0	\$978	0	0	0	0	\$978	
5.9 Landscape Specifications		\$0	-	-	-	-	-	\$0	\$1,262	0	0	0	0	\$1,262	
5.10 Combined Specifications		\$0	-	-	-	-	-	\$0	\$23,128	0	0	0	0	\$23,128	
5.11 nSSP Approval Requests		\$0	-	-	-	-	-	\$0	\$15,328	-15,328	0	0	0	\$0	
5.12 Sewer Plans		\$0	-	-	-	-	-	\$0	\$0	6,000	0	0	0	\$6,000	
Subtotal Phase 5		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$409,037	43,672	0	0	0	\$452,709	
6.0 FINAL PLANS, SPECIFICATIONS & ESTIMATE (PS&E)															
6.1 Roadway PS&E		\$192,700	-	-	-	-	-	\$192,700	\$149,538	0	0	0	6,000	\$348,238	
6.2 Structures PS&E		\$47,300	-	-	-	-	-	\$47,300	\$57,840	-25,000	0	0	7,000	\$87,140	
6.3 Landscape PS&E		\$10,400	-	-	-	-	-	\$10,400	\$10,510	0	0	0	0	\$20,910	
6.4 Resident Engineers (RE) File		\$0	-	-	-	-	-	\$0	\$83,040	0	-18,912	0	0	\$64,128	
6.5 Ready to List (RTL) File		\$112,500	-	-	-	-	-	\$112,500	\$16,408	0	0	0	0	\$128,908	
6.6 Sewer PA&E		\$0	-	-	-	-	-	\$0	\$0	4,000	0	0	0	\$4,000	
Subtotal Phase 6		\$362,900	\$0	\$0	\$0	\$0	\$0	\$362,900	\$317,336	-21,000	-18,912	0	13,000	\$653,324	
7.0 CONSTRUCTION SUPPORT															
7.1 Bid Support		\$0	-	-	-	-	-	\$0	\$8,016	0	0	0	0	\$8,016	
7.2 Construction Support		\$126,481	-	-	-	-	-	\$126,481	\$266,381	-82,000	0	-19,481	-25,000	\$266,381	
7.3 Record Drawings		\$0	-	-	-	-	-	\$0	\$93,160	0	0	0	0	\$93,160	
Subtotal Phase 7		\$126,481	\$0	\$0	\$0	\$0	\$0	\$126,481	\$367,557	-82,000	0	-19,481	-25,000	\$367,557	
TOTAL HOURS															
OTHER DIRECT COSTS		\$0	\$0	\$0	\$0	\$0	\$6,500	\$6,500	\$102,200	0	0	0	0	\$108,700	
TOTAL COST		\$572,981	\$0	\$62,300	\$0	\$0	\$19,764	\$655,045	\$2,724,390	408,271	0	0	0	\$3,787,706	

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

EXHIBIT "B"

CERTIFICATE OF INSURANCE



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**.

- I. 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)

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VALLEY FORGE INSURANCE COMPANY

Insured Name: MARK THOMAS & COMPANY, INC.

Policy No: 7040185059
Endorsement No: 15
Effective Date: 09/15/2024

30020006560789513854990



**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.

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VALLEY FORGE INSURANCE COMPANY

Insured Name: MARK THOMAS & COMPANY, INC.

Policy No: 7040185059
Endorsement No: 15
Effective Date: 09/15/2024



**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.

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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. Row 1: SCHEDULE. Row 2: Name Of Person Or Organization:. Row 3: 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:. Row 4: 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.)

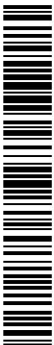
Under COMMERCIAL GENERAL LIABILITY CONDITIONS, it is understood and agreed that the condition entitled Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

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.

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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 Expiration Date:

Endorsement No: 15; Page: 1 of 1

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.

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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 Expiration Date:

Endorsement No: 4; Page: 1 of 1

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





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