

FOURTH AMENDMENT TO AGREEMENT FOR INDEPENDENT CONTRACTOR

THIS FOURTH AMENDMENT TO AGREEMENT OF SERVICES BY INDEPENDENT CONTRACTOR (“Amendment”) is made and effective upon signature by and between the CITY OF BEAUMONT (“CITY”), a general law city, and EXP U.S. SERVICES, INC, a California Corporation, (hereinafter called “CONTRACTOR”) in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

RECITALS

This Amendment is made with respect to the following facts and purpose that the parties agree are true and correct:

- A. On December 15, 2020, CITY and CONTRACTOR entered into that certain agreement entitled “Agreement for Professional Services by Independent Contractor (“Agreement”) to provide PROFESSIONAL ENGINEERING SERVICES FOR THE BEAUMONT MASTER DRAINAGE PLAN (MDP) LINE 2 PROJECT (CIP 2019-019).
- B. On November 1, 2022, CITY and CONTRACTOR amended the Agreement to include additional scope of work; and,
- C. On August 15, 2023, CITY and CONTRACTOR amended the Agreement to include additional scope of work: to prepare a geotechnical investigation report; and,
- D. On September 19, 2024, CITY and CONTRACTOR amended the Agreement to include additional environmental services; and,
- E. CITY is requesting CONTRACTOR to provide additional design, environmental, and right-of-way services; and
- F. CONTRACTOR submitted a proposal (“PROPOSAL”) dated June 23, 2025 in response to the request from the CITY, a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference; and,
- G. CITY desires to engage CONTRACTOR to provide the services provided in the PROPOSAL.

AMENDMENT

1. The parties hereby agree that Section 1 of the Agreement is hereby deleted in it’s entirety and replace with the following:

1. Term of Agreement. This agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate on the 16th day of February 2027.

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

- 2. 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 Four Hundred Forty-two Thousand two hundred and fourteen dollars (\$442,214). Per the first amendment, compensation was increased to Five Hundred Four Thousand Sixty-one dollars (\$504,061). Per the second amendment, compensation was increased to Five Hundred and twenty-four thousand and sixty-four dollars and ninety six cents (\$524,064.96). Per the third amendment, compensation was increased to Five Hundred Ninety-Seven Thousand and Four hundred twenty Dollars (\$597,420). Per this fourth amendment, compensation is increased by the amount of Two hundred Eighty-Six thousand Three Hundred seven dollars (\$286,307) to be billed in accordance with the proposal attached hereto as "Exhibit A" resulting in total compensation under the Agreement not to exceed Eight hundred eighty-three thousand, seven hundred twenty-seven dollars (\$883,727).

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

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

**SIGNATURE PAGE TO FIRST AMENDMENT TO AGREEMENT FOR
SERVICES BY INDEPENDENT CONTRACTOR**

CITY OF BEAUMONT

CITY:

CITY OF BEAUMONT

By: _____
Mike Lara, Mayor

CONTRACTOR:

EXP U.S. SERVICES, INC.

By:  _____

Print Name: Syed Raza _____

Title: Vice President _____

ATTEST

City Clerk

APPROVED AS TO FORM

John Pinkney, City Attorney

EXHIBIT "A"

PROPOSAL



June 23, 2025

Dustin Christensen
City of Beaumont
550 E 6th Street
Beaumont, CA 92223

SUBJECT: CHANGE ORDER No. 4 SCOPE OF WORK TO PROVIDE ADDITIONAL DESIGN, ENVIRONMENTAL, AND OPTIONAL RIGHT-OF-WAY SERVICES FOR THE BEAUMONT MASTER DRAINAGE PLAN (MDP) LINE 2, STAGE 1 PROJECT (CIP 2019-019).

Dear Mr. Dustin Christensen:

On behalf of EXP U.S. Services Inc. (CONSULTANT), we are pleased to provide the City of Beaumont with a change order request to provide design, environmental, and optional right-of-way services for the Beaumont MDP Line 2 project.

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

Sincerely,

EXP U.S. SERVICES, INC.

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

Christine Brown, PE
Project Manager

SCOPE OF WORK

Task 1: Additional Potholing Services

CONSULTANT will coordinate with both the City and Riverside County Flood Control (RCFC) to identify and perform up to 50 potholes. The original fee for the project included 10 potholes; the fee provided with this change order is for the additional 40 potholes and includes the following:

- DigAlert Coordination and Delineation
- Encroachment Permit
- Traffic Control Plans
- Traffic Control
- Vacuum Excavation
- Hot Patching (5' x 5' on Pennsylvania Avenue, 3' x 3' everywhere else)
- Slurry Backfill
- Debris Removal
- Pothole Report

In addition, CONSULTANT will survey final pothole locations and visible utility mark-outs set by USA within a 10-foot radius of the nearest pothole location. Survey data will be provided by CSV and CAD files. The fee provided for this task includes traffic control and permitting as needed.

Deliverable: Pothole Report, Survey Data (CSV and CAD files)

Task 2: Grade Separation Drainage Design

Task 2A: Coordination

CONSULTANT will coordinate with IDC to design drainage facilities as part of the MDP Line 2 project that accounts for the future grade separation design.

Task 2B: Hydrology and Hydraulics Review

CONSULTANT will review IDC's Hydrology and Hydraulics Report and, if necessary, re-run the analysis to ensure the design accommodates Q100 within the grade separation footprint. CONSULTANT will update the H&H report to reflect an "interim condition" (following the construction of MDP Line 2) and an "ultimate condition" (following the construction of the grade separation), as directed by RCFC. This task does not include producing or revising IDC's H&H Report itself.

Task 2C: Grade Separation Design Accommodation

At RCFC's direction, CONSULTANT will accommodate any laterals and stub outs required by the Pennsylvania Avenue Grade Separation project into the MDP Line 2 project in order to minimize future connections to the pipeline.

Task 2D: Supplemental Site Topography

CONSULTANT will perform supplemental topographic survey for the area identified in Figure 1 below at the channel outlet. The supplemental survey will be used to design the lowered outlet structure as needed to gain additional coverage at the grade separation.



Figure 1 - Supplemental Site Topography

Deliverable: Survey Data (CSV and CAD files)

Task 3: Environmental Document Update

CONSULTANT will resurvey the additional areas of potential impact as shown in Figure 2 below and revise the technical studies and draft IS / MND as a result of the design changes noted in Task 2 and the additional work within Beaumont Channel including the right-of-way acquisition. The fee provide includes the remobilization efforts required, and a contingency budget has been included to cover other additional services that may be required including, but not limited to, additional reviews, unexpected additional agency and Tribal coordination, additional unanticipated report revisions, and other services required to approve the project that are beyond standard of what is typically expected to occur for the project.



Figure 2 - Additional Areas of Potential Impact

Deliverable: Updated technical studies and draft IS/MND.

Task 4: Geotechnical Investigation

Additional site visits and Caltrans coordination was required to obtain the encroachment permit for boring operations. In addition, staff rates and outside vendor costs have increased since the initial fee was approved. These supplemental funds will back-fill the overage resulting from the additional efforts required during the geotechnical investigation.

Deliverable: None.

Task 5: Right-of-Way Services

Task 5A: Right-of-Way Mapping

CONSULTANT will incorporate the current right-of-way into the project per Riverside County Flood Control's (RCFC) 30% comments. The existing right-of-way was updated and recorded following the completion of the original right-of-way mapping task.

Deliverable: Updated Right-of-Way Mapping (CAD file).

Task 5B: Right-of-Way Acquisition Services (Optional)

Title Examination

CONSULTANT will obtain preliminary title reports (PTRs) for the proposed areas and perform a desk review of the reports and survey exhibits, including legal descriptions and plat maps, to research and verify real property ownership and identify any encumbrances. CONSULTANT will assist in clearing encumbrances to conveying title prior to closing.

Appraisal Services

CONSULTANT will appraise the acquisition area to provide an opinion of fair market value in the form of an appraisal report. The appraiser will draft and send a Notice of Decision to Appraise (NODA) letter inviting the owner to accompany the appraiser on the real property inspection in accordance with California Eminent Domain Law. The property inspection will involve visual inspection to identify property attributes, including the availability of utilities, topography, drainage, external site influences, traffic patterns, and surrounding uses, access, frontage, visibility, and quantity, quality and condition of improvements.

Following the inspection, the appraiser will research and analyze market conditions relevant to the property type and investigate public records for the property's zoning, entitlement status, general plan and flood hazard area classification, as well as investigate the property tax assessor's records for attributes of the property and project details and mapping. Once these identifications are made, the highest and best use conclusion is formed, and data can be gathered to apply the appropriate approaches to value. These approaches are the sales comparison, cost, and income. The final step is reconciliation of the various indications of value into a single estimate provided in the final appraisal report.

Document Preparation and Property Owner Negotiations

CONSULTANT will negotiate with property owners for the purchase of property rights in good faith. Upon initiating the negotiation process, CONSULTANT will establish a positive rapport, trust, and reliable working relationship with the property owner to create an atmosphere in which successful negotiations can be conducted. The property owner will be given a detailed explanation of the

property interest being acquired and the proposed design and construction details as it affects the property. As part of this task, CONSULTANT will:

- Prepare purchase offer documents, including purchase offer letter, appraisal report, and list of compensable items.
- Present written purchase offer to owner or their representative.
- Follow-up and negotiate with property owner, as necessary.
- Prepare and assemble acquisition contracts, deeds, and related acquisition documents required of the acquisition of all necessary property interests.
- Prepare impasse letters, as needed.
- Provide necessary documents and diary logs for litigation support in the event an acquisition is unable to be settled via voluntary means.
- Transmit closed acquisition documents to the City.

The fee provided assumes no eminent domain support.

Escrow Coordination

CONSULTANT will open escrow with the City's preferred escrow company once signatures have been obtained from both the property owner and City. CONSULTANT will oversee escrow instructions and deliver to the City for approval, as well as coordinate payment between the Grantor, City, and Escrow Company. CONSULTANT will obtain signatures on all necessary documentation such as grant deeds and temporary construction easement deeds to convey title.

Legal and Plat

CONSULTANT will provide one (1) legal description and exhibit signed by a Professional Land Surveyor for a portion of Berkshire Channel that is currently owned by an HOA. The fee provided assumes that all comments are consolidated and addressed in one review.

Deliverable: Acquisition Documents including Appraisal Report containing amount of Just Compensation, Administration Settlement Memorandums (where applicable), Impasse Letters and other required condemnation support documents (where applicable), Escrow Documents, Final Title Policy, Legal and Plat.

ODCs

- Union Pacific Railroad (UPRR) Encroachment Permit – 2nd Application Review Fee: \$4,055.00



**Amendment No. 4 Fee Proposal
City of Beaumont
MDP Line 2**

FIRM: EXP U.S. Services Inc.

ROLE: Prime Consultant

Updated: 6/20/2025

LABOR HOUR and FEE ESTIMATE														
TASK NO.	TASK DESCRIPTIONS	Project Manager	Quality Control Reviewer	Civil Project Engineer	Civil Designer	Drainage Engineer	Total Hours	TOTAL	Sub-Consultant					TASK TOTAL
		\$236	\$202	\$147	\$122	\$202			David Evans and Associates	Chambers Group	Cbelow Inc.	Converse	Epic	
1	ADDITIONAL POTHOLE SERVICES													
1	Additional Pothole Services	2		4			6	\$1,059.67	\$26,500.00		\$ 112,395.00			\$139,954.67
2	GRADE SEPARATION DRAINAGE DESIGN													
2A	Coordination	35		50	20		105	\$18,044.33						\$18,044.33
2B	H&H Review and Report Update	4	4	40		80	128	\$23,795.49						\$23,795.49
2C	Grade Separation Design Accommodation	4	4	40	80	20	148	\$21,440.20						\$21,440.20
2D	Supplemental Site Topography			4			4	\$588.29	\$7,400.00					\$7,988.29
3	ENVIRONMENTAL DOCUMENT UPDATE													
3A	Environmental Document Update	2	4				6	\$1,279.47		\$14,955.00				\$16,234.47
3B	Contingency Budget	2	4				6	\$1,279.47		\$23,746.00				\$25,025.47
4	GEOTECHNICAL INVESTIGATION													
4	Geotechnical Investigation						0	\$0.00				\$2,500.00		\$2,500.00
5	RIGHT-OF-WAY SERVICES													
5A	Right-of-Way Mapping	2		4			6	\$1,059.67	\$1,500.00					\$2,559.67
	OPTIONAL TASK													
5B	Right-of-Way Acquisition Services	4		8			12	\$2,119.34	\$6,000.00				\$16,590.00	\$24,709.34
	OTHER DIRECT COSTS (ODC'S)													
	ODC'S							\$4,055.00						\$4,055.00
	TOTAL HOURS :	55	16	150	100	100	421							
	TOTAL (W/ ODC's) LABOR :	\$12,963.07	\$3,232.35	\$22,060.79	\$12,207.53	\$20,202.19		\$74,720.93	\$41,400.00	\$38,701.00	\$112,395.00	\$2,500.00	\$16,590.00	\$286,306.93
										TOTAL FEE (WITHOUT OPTIONAL TASKS):		\$261,597.59		
										TOTAL FEE (WITH OPTIONAL TASKS):		\$286,306.93		

EXHIBIT "B"

CERTIFICATE OF INSURANCE



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED EXP Global, Inc. 205 N. Michigan Ave Ste 3500; Chicago, IL 60601	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation as permitted by law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

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

However:

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

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

However:

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

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

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

Any person or organization that you are required in a written contract or written agreement to waive any right of recovery we may have against the person or organization, provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract or written agreement.

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

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

ENDORSEMENT #

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

Policy No. issued to EXP U.S. Services, Inc.
#GGA7479210-01
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XL PLUS BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COVERAGE DESCRIPTION

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

A. Temporary Substitute Auto Physical Damage

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

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

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

B. Who Is An Insured

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

1. Broad Form Insured

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

2. Employees As Insureds

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

3. Additional Insured By Contract, Agreement Or Permit

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

4. Employee Hired Autos

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

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

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

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

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

C. Supplementary Payments

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

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

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

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

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

D. Amended Fellow Employee Exclusion

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

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

E. Physical Damage Coverage

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

1. Rental Reimbursement

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

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

2. Extra Expense – Broadened Coverage

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

3. Personal Effects Coverage

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

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

4. Lease Gap

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

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

5. Glass Repair – Waiver Of Deductible

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

F. Physical Damage Coverage Extensions

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

1. Additional Transportation Expense

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

2. Hired Auto Physical Damage

The following section is added:

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

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

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

G. Business Auto Conditions

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

1. Notice Of Occurrence

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

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

2. Waiver Of Subrogation

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

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

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

3. Unintentional Failure To Disclose Hazards

The following condition is added:

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

4. Primary Insurance

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

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

H. Bodily Injury Redefined

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

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

I. Extended Cancellation Condition

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

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

All other terms and conditions of this policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for whom or which you are required by written contract or agreement

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 3/31/2025

Effective Policy No. GWG7479208-01 Endorsement No.

Insured EXP U.S. Services, Inc.

Insurance Company

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Number of Days' Notice 120

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

ENDORSEMENT

This endorsement, effective 12:01 a.m., **03/31/2025** forms a part of
Policy No. **GGA7479210-01** issued to **EXP U.S. SERVICES INC.**
by **XL INSURANCE AMERICA, INC.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
All holders of certificates of insurance for this policy	As provided by the Agent of Record	60 Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record

All other terms and conditions of the Policy remain unchanged.

Endorsement No.:001

Effective Date: **March 31, 2025**

Issue Date:March 31, 2025

Attached to and forming part of Policy No.: **US00127865LI25A**

Issued To: **Exp US Services Inc.**

By: **XL Insurance America, Inc.**

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As required by written contract	As required by written contract	30 days All other 10 for nonpayment

All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

Number of Days Notice: 30 Days

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in **PART SIX – CONDITIONS, D. Cancellation** of the Workers' Compensation and Employers' Liability Insurance Policy or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

All other terms and conditions remain the same.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective _____ Policy No. **GWG7479208** Endorsement No. _____

Insured **EXP U.S. Services, Inc.**

Insurance Company _____

Countersigned by _____

ENDORSEMENT NO. 16

This endorsement, effective 12:01 AM: MARCH 31, 2025

Forms a part of policy no.: 61127095

Issued to: EXP GLOBAL, INC.

By: AIG INSURANCE COMPANY OF CANADA

For: WILLIS CANADA INC.

**ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED
ENDORSEMENT (THIRTY DAYS)**

In consideration of the premium charged, it is hereby understood and agreed that this endorsement modifies insurance provided by the policy:

SCHEDULE

Name of Certificate Holder(s) and Address:

As on File with Willis Towers Watson

Except with respect to cancellation for non-payment of premium, a thirty (30) day notice of cancellation shall be given to the Certificate Holder(s) shown in the above Schedule.

Other than the right to receive notice of cancellation as set forth herein, this endorsement confers no rights under this policy to the Certificate Holder(s) including, but not limited to, additional insured status or additional Named Insured status.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN UNCHANGED.

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March 31, 2025

Date



AIG Insurance Company of Canada