

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 16 day of February, 2020, 2021 by and between the CITY OF BEAUMONT ("CITY") whose address is 550 E. 6th Street, Beaumont, California 92223 and EXP U.S. Services, Inc. whose address is 451 E. Vanderbilt Way, Suite 375, San Bernardino, CA 92408 ("CONTRACTOR").

RECITALS

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

A. CITY desires to engage CONTRACTOR to provide Professional Engineering Services for Beaumont Master Drainage Plan (MDP) Line 2, Stage 1 Project (CIP2019-019); and

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

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

AGREEMENT

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

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after two (2) years unless extended by the parties with the approval of the City Council of the CITY.

2. Services to be Performed. CONTRACTOR agrees to provide the services ("Services") as follows: Professional Engineering Services for Beaumont Master Drainage Plan (MDP) Line 2, Stage 1 Project (CIP2019-019) 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 Khalil Saba as CONTRACTOR'S professional responsible for overseeing the Services provided by CONTRACTOR.

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

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed four hundred forty-two thousand two hundred fourteen dollars (\$442,214).

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

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

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

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

5. Obligations of CONTRACTOR.

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

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

Services under this Agreement.

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

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

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

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

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

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

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

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

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA.

Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

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

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

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

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

7. General Conditions pertaining to Insurance Coverage

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

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, and endorsements, .

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be canceled by either party except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications.

CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

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

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

8. Indemnification.

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

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses to the extent caused by the CONTRACTOR's negligent performance of services under this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY. Subject to California Civil Code Section 2782.8, the provisions of the Section regarding CONTRACTOR's duty to defend and indemnify shall be limited to apply only to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

9. Additional Services, Changes and Deletions.

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

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

10. Termination of Agreement.

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

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

11. Status of CONTRACTOR.

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

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

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that

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

12. Ownership of Documents; Audit.

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

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY. Material developed by CONTRACTOR pursuant to this Agreement, shall not be modified or used for purposes other than those for which they were provided as part of the Project without CONTRACTOR's prior written consent. CONTRACTOR shall have no liability with respect to any unauthorized reuse, transfer, or modification of CONTRACTOR's data or documents by the CITY or any person or entity that obtains the data or documents from or through the CITY.

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

13. Miscellaneous Provisions.

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

writing signed by both parties.

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

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

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

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

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

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

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

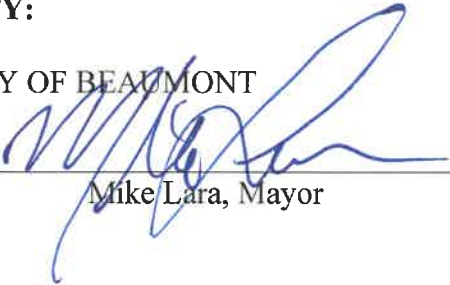
directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

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

CITY:

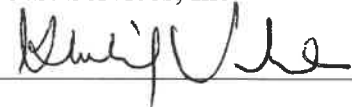
CITY OF BEAUMONT

By: 

Mike Lara, Mayor

CONTRACTOR:

EXP U.S. Services, Inc.

By: 

Print Name: Khalil Saba

Title: Vice President

EXHIBIT "A"

PROPOSAL

(insert behind this page)



November 5, 2020

City of Beaumont

Attn: Jeff Hart, Public Works Director / City Engineer
Public Works Department
550 E. 6th Street
Beaumont, CA 92223

RE: Request for Proposal for Professional Engineering Services for Beaumont Master Drainage Plan Line 2, Stage 1 - Updated Scope of Services and Fee

Dear Mr. Hart,

Per your letter request dated October 27, 2020, EXP U.S. Services is pleased to submit our Revised Scope of Work and Fees. We understand that Riverside County Flood Control and Water Conservation District (RCFC & WCD) will be performing an analysis for the deficient downstream facilities and the 1982 Hydrology Study will be used to design Line 2, Stage 1.

We look forward to working with the City and should you have any questions regarding this scope of work and fees, please contact Portia Gonzalez, P.E., Project Manager at 949.257.5340 or by e-mail portia.gonzalez@exp.com.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Khalil Saba", written over a horizontal line.

Khalil Saba, PE

Vice President, Transportation Sector, Southern California
t: 909.751.3253 | m: 909.228.2821 | e: khalil.saba@exp.com

EXP

451 E. Vanderbilt Way, Suite 375 | San Bernardino, CA 92408
t. 909.239.6249 | exp.com

Revised Scope of Work

Together with the City at the kick-off meeting upon NTP, the EXP team will review our 12-month schedule and create a baseline schedule for your approval. Portia will update the schedule bi-weekly to apprise the City of Beaumont of the work progress.

EXP will begin with topographical mapping, utility research, right of way mapping, and permit identification. Resource allocation is the roadmap for the design and oversight teams to work together delivering the project. For our 12-month environmental and design schedule, the following scope of work defined in the RFP and our deep understand of the project are discussed in detail below.

Detailed Workplan of Specific Work Task

TASK 1 | PROJECT MANAGEMENT

1.1 Meetings: A project kickoff meeting will be conducted to confirm the Scope of Services and design parameters. PDT meetings will be conducted monthly or as necessary throughout the duration of the project to track the overall project and facilitate the flow of information between the City, EXP, and all other stakeholders. Additional as-needed meetings will be held to address specific concerns. Agendas and meeting minutes will be generated for each meeting. (10 meetings assumed).

1.2 Coordination + Progress Reporting: EXP will provide coordination with City staff as well as other stakeholders as required. These may include RCFC, UPRR, Cherry Valley Water District, adjacent property owners or management companies. EXP will supervise, coordinate, monitor and review the project for conformance with standards, policies, and procedures. Monthly progress reports will also be provided to document the progress on the project. The EXP team will conduct a field review of the project site.

Deliverables:

- Project Schedule
- Monthly Project Status Reports
- Meeting Minutes
- PMP

TASK 2 | TOPOGRAPHIC SURVEY + BOUNDARY CONTROL

2.1 Control Surveys: Existing monuments will be utilized where available and durable monuments will be set as required where no suitable monuments exist. Should additional survey control be required to be set, horizontal and vertical control will be established from said existing survey control.

2.2 Photogrammetric Mapping: No additional aerial mapping will be obtained. Only existing mapping will be utilized and supplemented with ground surveys for areas of this project not covered by existing mapping.

2.3 Topographic Survey: Topographic field surveys will be performed to collect verification surveys within the project limits as identified by the design engineer. Supplemental surveys will be used to collect areas which are found to be different during our field review and to collect information at critical tie-in points, surface visible utilities and other features obscured by vegetation or shadows in the aerial mapping which fall within the survey limits. The topographic survey data will be processed and plotted at a scale comparable to the existing mapping files.

2.4 Utility Mapping: Field surveys will be performed to support the utility potholing effort. Once the potholes are completed, survey crews will obtain the location of the potholes and incorporate this information with the topographic survey.

2.5 Right of Way Base Map: Office staff will review existing base map provided by the city and verify the right of way and centerline data shown on said existing plans. Research will be conducted with the County of Riverside for maps and documents relating to the flood control right of way and street right of way. It is not anticipated that any field work will be needed for this task so no time has been included. Should there be a need for additional services beyond a review verification, these additional services will require additional fees outside this scope and fee.

Deliverables:

- Topographical Mapping
- Aerial Photography
- Base Mapping with Utilities
- Right-of-Way and Control Points

TASK 3 | UTILITIES RESEARCH

Epic will act as the primary point of contact between the utility owners and project team identified on the utility plans. The scope of work will include:

3.1 Utility As-Built: They will collect utility as-builts, actively participate in PDT/utility focus meetings, prepare the introductory request for as-built notices to twelve (12) utility owners and also, prepare and issue utility verification notices to make sure the facilities are accurately plotted on the project utility plans.

3.2 Reviews and Verification: Coordinate and perform up to ten (10) potholes, as well as provide a fee for each additional requested. A review and verification with the design team which facilities are considered in conflict will also be completed. They will coordinate and plan a meeting amongst the utility owner, design team and the City as needed to discuss the project design, relocation alternatives, and a plan to resolve the conflict (Est. four (4) meetings including field meetings) and provide a final close-out file to the City.

Deliverables:

- Three (3) copies and one (1) digital copy of the Pothole Location Exhibit.

TASK 4 | REGULATORY COMPLIANCE

4.1 Biological Resources Technical Report and Focused Surveys: A detailed literature and database review will be conducted to identify special-status species known or reported from the project area, as well as applicable Western Riverside Multiple Species Habitat Conservation Plan (MSHCP) area policies. Following the literature review, ICF will perform field surveys and prepare a Biological Technical Report (BTR) analyzing potential impacts to biological resources and MSHCP consistency for this task. The site is within a burrowing owl survey area, and a four-visit focused survey will be performed within all suitable habitat between March 15 and August 31 in the project's limits of disturbance (LOD) and a 500-foot buffer.

4.2 Noise Technical Memorandum: ICF will conduct a noise analysis of construction impacts related to the Project, which would consist of 5,000 feet of reinforced concrete pipe being placed underground. Along with the residences identified toward the southern section of the alignment, ICF will identify any other noise-sensitive land uses located in the general vicinity of the Project that could be impacted by noise and vibration during construction. Based on the nature of the project, operational noise would generally be negligible. Therefore, it is assumed that operational noise will be address qualitatively. The City of Beaumont generally exempts construction, except for interior levels that could exceed the City's municipal code at residences.

4.3 Cultural Resources Assessment: Historic maps and photographs will also be reviewed, if available. Due to the COVID-19 pandemic, the SCCIC is closed to outside researchers; therefore, records search results are

expected to be delayed. According to SCCIC, a duration of at least 13 weeks should be expected from the time the record search is submitted to the time that the record search information is received. The scope of work will include:

- Pre-field Coordination
- Pedestrian Survey

Paleontological Resources

4.4 Air Quality and Greenhouse Gas Technical Memorandum: The Air Quality Impact Analysis will be prepared to meet County and South Coast Air Quality Management District (SCAQMD) CEQA requirements. Impact analyses will be prepared consistent with the analytical methodology, technical requirements, and significance criteria outlined by the SCAQMD in their CEQA Air Quality Analysis Handbook (as updated per the SCAQMD website).

4.5 CEQA Categorical Exemption: ICF will prepare a CEQA Notice of Exemption (NOE) for approval by the City and filing by ICF. ICF assumes that the noise, biological resources, air quality, and cultural resources technical studies and memos that are prepared will support the NOE. Only the NOE is assumed; no separate report or document.

Deliverables:

- Technical Reports + Memoranda
- Three (3) copies and one (1) digital copy of applications permits and correspondence

TASK 5 | GEOTECHNICAL INVESTIGATION

Geocon will prepare an encroachment permit application for the City of Beaumont and Caltrans to perform borings and subsequent patching within the roadways.

5.1 Geotechnical Borings: Geotechnical borings will be excavated along the proposed storm drain alignment. We have budgeted two days of drilling to excavate ten borings. We will measure the pavement and base thicknesses, log the geotechnical borings based on USCS criteria, and collect soil samples for laboratory testing. The borings will be backfilled with soil cuttings and temporarily patched with cold patch asphalt. The scope of work will include:

5.2 Laboratory Testing: Perform laboratory testing, which is anticipated to include maximum density/optimum moisture, in-situ density and moisture, direct shear, corrosion screening, and R-value testing. The final laboratory program will be based on conditions encountered during drilling.

5.3 Geotechnical Report: Prepare a geotechnical report for the proposed improvements. The report will include geotechnical recommendations for design and construction of the storm drain line, including temporary excavations, utility backfill, pavement restoration, temporary shoring pressures, boring logs, boring location map, results of laboratory testing, and identification of geologic hazards which could impact the proposed improvements.

OPTIONAL - Pump Testing will be performed if groundwater is encountered within the borings. We will collect water samples during drilling and run environmental laboratory tests to determine the chemical properties of the water so a disposal plan can be made. The cost of disposing of the water will depend on the chemicals within the groundwater.

Deliverables:

- Three (3) copies and (1) digital copy of the draft
- Final Geotechnical Report
- Task 6 | Preliminary Design (30% + 60% Submittals)

The Preliminary Design will be based on the hydrology and hydraulic study and will include catchbasin locations, pipe alignment and profiles.

6a. 30% Submittal

6a.1 Hydrology and Hydraulic Study: EXP will utilize the Riverside County Flood Control District 1983 Hydrology Study design flows for Line 2 and develop a hydraulic model using WSPG to establish the Water Surface Profile/Hydraulic Grade Line.

The 10-year and 100-year flow rates will be calculated for all catchbasins and off-site areas. The RCFC & WCD Hydrology Manual and Rational Method will be used to calculate peak flows for all catchment points. Flowmaster will be used to size the catchbasins and calculate flow spread.

6a.2 Hydrology + Hydraulics Report: The report will include a narrative, Rational Method Hydrology results and summary table, WSPG calculations, and catchbasin hydraulics results and summary table. A Drainage Area Map will be included that will include information such as catchment points and respective peak flow rates, tributary areas, times of concentrations and flow lengths.

6a.3 30% Storm Drain + Plan Profile: With the base mapping completed, the preliminary storm drain plan and profile will show the Line 2 – Stage 1 trunk line, utilities, right of way, TCE's, lateral connections and stubouts for future connections, manholes, junction structures, transition structures, catchbasins and lengths, local depressions, outlet points, and other catchment point locations will be shown. Typical sections will also be shown for this submittal. The plans will be prepared using a 1":20' scale and profile will be prepared using 1":5'. Annotations will be added to show invert elevations, slopes, hydraulic information, pipe sizes, roadway stationing, pipe off-set distances.

Deliverables:

- Hydrology + Hydraulics Report
- Preliminary Storm Drain Plans + Profiles
- QA/QC Certification

6b. 60% Submittal: The 60% submittal will incorporate comments that are agreed upon from the 30% submittal. Pothole information will define the final alignment and profiles. The Plans and Drainage Reports will be updated from the 30% submittal and also include Drainage Structure Details; Roadway Improvement Plans; Utility Relocation Plans; Traffic Control Plan; and Engineer's Estimate.

Deliverables:

- Three (3) copies and one (1) digital copy of all deliverables
- Updated Hydrology + Hydraulics Report
- Updated Storm Drain Plans + Profiles
- Structural Details
- Traffic Control Plans
- Utility Relocation Plans
- Specifications + Special Provisions
- Engineer's Estimate
- QA/QC Certification

TASK 7 | FINAL DESIGN (90% + 100% SUBMITTALS)

Following the incorporation of the City's and RCFC & WCD comments on the 60% level plans and draft bid package. EXP will submit final PS&E documents to the City for review and approval.

7a. 90% Submittal Package: The following will be provided in the 90% submittal package.

1. Title Sheet: RCFC Title Sheet
2. Storm Drain Plans and Profiles
3. Connector Pipe Profiles:
4. Structural Details
5. Utility Relocation Plans:
6. RCP Bedding and Paylines
7. Street Improvement Plans
8. Traffic Control Plans
9. SWPPP
10. Specifications and Special Provisions
11. Engineers Estimate

7b. 100% Submittal Package: The 100% submittal package will be finalized to include all comments/resolutions received from the City, RCFC + WCD, UPRR, Caltrans, utility owners and other stakeholders. The technical specifications and special provisions and engineers estimate will be finalized for City approval.

Deliverables:

- Three (3) copies and one (1) digital copy of all deliverables
- Final Hydrology + Hydraulics Report
- 90% + 100% PS&E;
- QA/QC Certification

EXHIBIT "B"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS A

(insert behind this page)



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
01/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED EXP US Services, Inc. 205 N. Michigan Ave. Chicago, IL 60601	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: XL Insurance America Inc</td><td>24554</td></tr><tr><td>INSURER B: Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER C: AIG Insurance Company of Canada</td><td>B1206</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: XL Insurance America Inc	24554	INSURER B: Continental Casualty Company	20443	INSURER C: AIG Insurance Company of Canada	B1206	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** W19943729**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 CERTIFICATION 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	US00057823LI20A	04/30/2020 03/31/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			6076413496	03/31/2020 03/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ No	N/A	6072004033	03/31/2020 03/31/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			061127095	03/31/2020 03/31/2021	Per Claim/Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Professional Engineering Services for Beaumont Master Drainage Plan (MDP) Line 2, Stage 1 Project (CIP2019-019)

CITY, its officials, employees and agents are included as Additional Insureds as respects to General Liability.

General Liability and Auto Liability policy shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF BEAUMONT 550 E. 6th Street Beaumont, CA 92223	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED EXP US Services, Inc. 205 N. Michigan Ave. 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

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability.

**CITY OF BEAUMONT**

City Hall
550 E. 6th Street
Beaumont, CA 92223
PH: (951) 769-8520
FAX: (951) 769-8526

PURCHASE ORDER**PO Number:** 20/210876-R1**Date:** 07/01/2022**Requisition #:** REQ0001457**Vendor #:** 4339

ISSUED TO: EXP US SERVICES, INC
205 N. MICHIGAN, STE 3600
CHICAGO, IL 60601-

SHIP TO: CITY OF BEAUMONT CA
Attn:PUBLIC WORKS
550 EAST 6TH STREET
BEAUMONT, CA 92223

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0	ENGINEERING FOR BMT MASTER PLAN LINE 2 STAGE 1	500-0000-8030-0000	2019-019A	0.00	417,425.12
2	0	Amendment 1	500-0000-8030-0000	2019-019A	0.00	61,847.00

SUBTOTAL:	479,272.12
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	479,272.12

Authorized by: _____

1. Original invoice with remittance slip must be sent to: ATTN: Finance - City Hall, 550 E. 6th Street, Beaumont, CA 92223.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. ID# 95-6000676

**FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF BEAUMONT
AND EXP U.S. SERVICES, INC. FOR PROFESSIONAL ENGINEERING SERVICES
FOR BEAUMONT MASTER DRAINAGE PLAN (MDP) LINE 2, STAGE 1 PROJECT
(CIP2019-019)**

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 1st day of November, 2022, by and between the CITY OF BEAUMONT, a general law city, ("CITY") whose address is 550 E. 6th Street, Beaumont, California 92223 and EXP U.S. Services, Inc. whose address is 451 E. Vanderbilt Way, Suite 375, San Bernardino, CA 92408 ("CONTRACTOR") in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

1. RECITALS

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

A. On December 15, 2020, the City and EXP U.S. Services, Inc., entered into that certain agreement entitled "Agreement for Professional Services by Independent Contractor" for Professional Engineering Services for Beaumont Master Drainage Plan (MDP) Line 2, Stage 1 Project (CIP2019-019) ("Agreement").

B. City has requested a further change in scope to the work under the Agreement regarding additional engineering services and grant application assistance and CONTRACTOR has requested that the scope of work should be increased as provided in the Proposal dated October 6, 2022, a copy of which is attached hereto as Exhibit "A", and incorporated herein by this reference.

2. AMENDMENT

Section 1 of the Agreement is hereby amended to extend the period of time during which the Services are to be provided hereunder, but not to exceed February 16, 2024.

Section 2 of the Agreement is hereby amended to add to the Services those services identified in the Proposal attached hereto as Exhibit "A".

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 an amount not to exceed Four Hundred Forty-Two Thousand Two Hundred Fourteen Dollars (\$442,214).

Per this First Amendment, compensation of Four Hundred Forty-Two Thousand Two Hundred Fourteen Dollars (\$442,214) is increased by the maximum amount of Sixty-One

Thousand Eight Hundred Forty-Seven Dollars (\$61,847.00) as provided in the Proposal attached hereto as Exhibit "A" resulting in total compensation under the Agreement not to exceed Five Hundred Four Thousand Sixty-One Dollars (\$504,061).

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 First Amendment to Professional Services Agreement to be effective as of the day and year first above-written.

CITY:

CONTRACTOR:

CITY OF BEAUMONT

EXP U.S. SERVICES, INC.

By: _____


Julio Martinez, Mayor

By: _____



Print Name: _____

Khalil Saba

ATTEST


Deputy
City Clerk

Title: _____

Vice President

APPROVED AS TO FORM


John Pinkney, City Attorney

EXHIBIT “A”

PROPOSAL DATED OCTOBER 6, 2022



MEMORANDUM

TO: ROBERT VESTAL, P.E. – CITY OF BEAUMONT

FROM: PORTIA GONZALEZ, P.E.

SUBJECT: BEAUMONT MDP LINE 2 STAGE 1 - SCOPE AND FEE CHANGE

DATE: OCTOBER 6, 2022

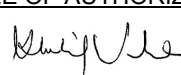
Please find the scope and fee change for updating the Line 2 hydrology study and performing the hydraulic analysis for Berkshire Channel. It is our understanding that the City and Riverside County Flood Control District (RCFCD) propose to design the Line 2 storm drain for the 10-year storm event.

Scope Addition:

- Coordination with RCFCD and City
- Perform Hydrology Study south of I-10 for the Q_{10} and Q_{100} ultimate land use conditions. Sub-area delineations will be prepared and approved by the City and RCFCD prior to developing the hydrology models.
- Prepare Hydrology and Hydraulics Memorandum. The City and RCFCD to provide review comments and EXP will incorporate comments in the Final Hydrology and Hydraulics Study and Memorandum.
- Review existing available drainage reports from Tract 31520 and 31520-1 and evaluate Berkshire Channel Hydraulics for the updated peak flows. The City and RCFCD to provide review comments and EXP to incorporate comments to the Final Hydraulic Study.
- Evaluate Potential Detention Basin Feasibility. Evaluation includes preliminary basin sizing, plans, basin routing calculations, inlet and outlet pipe hydraulics, emergency spillway evaluations.

Should you have any further questions, please feel free to contact me. Thank you.

Cost & Price Form

Name of Firm: EXP U.S. SERVICES Project: Beaumont MDP Line 2 - Stage 1				
	Year 2022-2023			Notes and Assumptions: Escalation rates are not applied. New rates become effective March 31, 2023
	HOURS	RATE	COST	
Project Manager	30	\$116.00	\$3,480	
Senior Project Engineer	4	\$115.38	\$462	
Senior Drainage Engineer	100	\$90.00	\$9,000	
Drainage Engineer	84	\$46.64	\$3,918	
TOTAL	218		\$16,859	
TOTAL DIRECT LABOR (COST)				\$16,859
TOTAL DIRECT LABOR (Hours)				218
2. INDIRECT COSTS (overhead, G&A - specify)				
	INDIRECT RATE (%)	X BASE =	COST	
Fringe	65.32%	\$16,859	\$11,012	
Overhead	114.02%	\$16,859	\$19,223	
G&A	0.23%	\$16,859	\$39	
			TOTAL INDIRECT	\$30,274
3. TOTAL DIRECT COST AND INDIRECT COSTS (sum of lines 1-4)				\$47,133
4. FIXED FEE OR PROFIT				
(specify, applies to line 3 only)	10.00%	\$47,133	\$4,713	
TOTAL FEE				\$4,713
5. OTHER DIRECT COSTS (specify)				
ODC's				\$0
TOTAL EXP PRICE				\$51,847
6. SUBCONSULTANT FEES				
David Evans and Associates (Topo Mapping)				\$0.00
Geocon (Geotechnical)				\$0.00
EPIC Land Solutions (Utilities and Right of Way)				\$0.00
ICF (Regulatory Compliance)				\$0.00
Total Sub-Consultant Fee				\$0.00
City Contingency Funds				\$ 10,000.00
TOTAL FEE				\$61,847.00
DATE		SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONSULTANT		
10/6/2022				

TASK	DESCRIPTION	FIRM	Project Manager	Senior Project Engineer	Senior Drainage Engineer	Drainage Engineer	TOTAL HOURS
PROJECT MANAGEMENT / COORDINATION /ADMINISTRATION							
1.10	Meetings	EXP	8	4			12
1.11	Coordination and Progress Reporting	EXP	4				4
	SUBTOTAL Task 1 - Project Management		12	4	0	0	16
ENGINEERING DEVELOPMENT							
6a	30% Submittal Package		18	0	100	84	202
6a.1	Line 2 Hydrology Study	EXP	8		40	24	72
6a.b	Technical Memorandum	EXP	2		12		14
6a.3	Hydraulic Analysis Berkshire Channel and Basin Analysis	EXP	8		48	60	116
TOTAL			30	4	100	84	218



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/07/2023

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.

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PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
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INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W28043281

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	☒ COMMERCIAL GENERAL LIABILITY			US00057823LI22A	03/31/2022	03/31/2023	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
	☒ Contractual Liability						MED EXP (Any one person) \$ 25,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y				PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY			6076413496	03/31/2022	03/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6072004033	03/31/2022	03/31/2023	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			061127095	03/31/2022	03/31/2023	Per Claim \$3,000,000
							Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Professional Engineering Services for Beaumont Master Drainage Plan (MDP) Line 2, Stage 1 Project (CIP2019-019)

CITY, its officials, employees and agents are included as Additional Insureds as respects to General Liability.

General Liability and Auto Liability policy shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds.

CERTIFICATE HOLDER

CANCELLATION

CITY OF BEAUMONT 550 E. 6th Street Beaumont, CA 92223	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED EXP US Services, Inc. 205 N. Michigan Ave. 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

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability.

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.

**SECOND AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF BEAUMONT
AND EXP U.S. SERVICES, INC. FOR PROFESSIONAL ENGINEERING SERVICES
FOR BEAUMONT MASTER DRAINAGE PLAN (MDP) LINE 2, STAGE 1 PROJECT
(CIP2019-019)**

THIS SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 15th day of August, 2023, by and between the CITY OF BEAUMONT, a general law city, ("CITY") whose address is 550 E. 6th Street, Beaumont, California 92223 and EXP U.S. Services, Inc. whose address is 451 E. Vanderbilt Way, Suite 375, San Bernardino, CA 92408 ("CONTRACTOR") in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

1. RECITALS

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

A. On December 15, 2020, the City and EXP U.S. Services, Inc., entered into that certain agreement entitled "Agreement for Professional Services by Independent Contractor" for Professional Engineering Services for Beaumont Master Drainage Plan (MDP) Line 2, Stage 1 Project (CIP2019-019) ("Agreement").

B. CONTRACTOR has requested that the fee should be increased as provided in the Proposal received May 17, 2023, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference.

2. AMENDMENT

Section 1 of the Agreement is hereby amended to extend the period of time during which the Services are to be provided hereunder, but not to exceed February 16, 2025.

Section 4.01 of the Agreement is hereby amended to increase the maximum compensation under the Agreement as follows: Under previous amendments, compensation was set at an amount not to exceed Five Hundred Four Thousand Sixty-One Dollars (\$504,061). Per this Second Amendment, compensation is increased by the maximum amount of twenty thousand and three dollars (\$20,003.96) as provided in the Proposal attached hereto as Exhibit "A" resulting in total compensation under the Agreement not to exceed five hundred and twenty-four thousand and sixty-four dollars (\$524,064.96).

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 Second Amendment to Professional Services Agreement to be effective as of the day and year first above-written.

CITY:**CONTRACTOR:**

CITY OF BEAUMONT

EXP U.S. SERVICES, INC.By: David Fenn

~~Julio Martinez III~~, Mayor
David Fenn

By: [Signature]Print Name: Gabriel Rodriguez

ATTEST

[Signature]
Denny
City Clerk

Title: Vice President

APPROVED AS TO FORM

[Signature]
John Pinkney, City Attorney

EXHIBIT “A”

PROPOSALS

NAME OF SUBCONSULTANT:						
DEA		TITLE OF PROJECT	BEAUMONT LINE 2 STAGE 1			
Name of Firm: EXP U.S. SERVICES						
1. DIRECT LABOR		Year 2023-24				
		HOURS	RATE	COST		
		Robert D. Vasquez, PLS	10	\$86.00	\$860	
		Felicia Maniz	9	\$39.22	\$353	
		Kent Groh, PLS	10	\$76.92	\$769	
		Doug Fulde, PLS	84	\$55.50	\$4,662	
		Steven Steinhoff, LSIT	20	\$54.60	\$1,090	
		Jeremy Schiff, LSIT	0	\$44.00	\$0	
		Robert Muro	0	\$59.51	\$0	
		Chris Dominguez	52	\$59.51	\$3,095	
		Fulton Torreyson	0	\$54.86	\$0	
		Mike Balderston	52	\$54.28	\$2,823	
		TOTAL	0	\$0	\$0	
		TOTAL	237		\$13,651	
		TOTAL COST				
			TOTAL DIRECT LABOR (COST)		\$13,651	
			TOTAL DIRECT LABOR (Hours)		237.00	
2. INDIRECT COSTS (overhead, G&A - specify)		COST				
		Fringe	INDIRECT RATE (%)	X BASE =		\$7,860
			57.59%	\$13,651		
		Overhead	119.87%	\$13,651		\$16,364
		G&A	0.00%	\$13,651		\$0
		TOTAL INDIRECT				
					\$24,224	
3. TOTAL DIRECT COST AND INDIRECT COSTS (sum of lines 1-2)		\$37,875				
4. FIXED FEE OR PROFIT						
(specify, applies to line 3 only)			10.00%	\$37,875	\$3,788	
				\$37,875	\$0	
		TOTAL FEE				
5. OTHER DIRECT COSTS (specify)						
ODC's						
		TOTAL OTHER DIRECT				
		\$300.00				
6. TOTAL PROPOSED PRICE (sum of lines 3, 4 and 5)		\$41,962.96				
DATE _____		SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONSULTANT _____				

Cost & Price Form

Name of Firm: EPIC				
Project: Beaumont MDP Line 2 - Stage 1				
	Year 2020-2021			Notes and Assumptions: Escalation rates are not applied.
	HOURS	RAW RATE	COST	
Mike Mays	48	\$57.69	\$2,769	
Bernadette Salto	206	\$35.10	\$7,231	
Abigail Lopez	16	\$53.37	\$854	
0	0	\$0.00	\$0	
0	0	\$0.00	\$0	
0	0	\$0.00	\$0	
TOTAL	270		\$10,854	
TOTAL DIRECT LABOR (COST)				\$10,854
TOTAL DIRECT LABOR (Hours)				270
2. INDIRECT COSTS (overhead, G&A - specify)				
	INDIRECT RATE (%)	X BASE =	COST	
Fringe	48.25%	\$10,854	\$5,237	
Overhead	73.07%	\$10,854	\$7,931	
G&A	43.61%	\$10,854	\$4,733	
			TOTAL INDIRECT	\$17,901
3. TOTAL DIRECT COST AND INDIRECT COSTS (sum of lines 1.				\$28,755
4. FIXED FEE OR PROFIT				
(specify, applies to line 3 only)	10.00%	\$28,755	\$2,875	
			TOTAL FEE	
5. OTHER DIRECT COSTS (specify)				
ODC's				\$15,250
TOTAL PRICE				\$46,880
DATE		SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONSULTANT		



Converse Consultants

Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

July 22, 2021

Revised May 11, 2023

Ms. Portia Gonzalez, PE, QSD/QSP
Vice President, Area Manager, Orange County
EXP
451 Vanderbilt Way, Suite 375
San Bernardino, CA 92408

Subject: **REVISED PROPOSAL TO PREPARE A GEOTECHNICAL INVESTIGATION REPORT**
Beaumont Master Drainage Plan Line 2, Stage 1 Storm Drain Project
Approximately 5,000 Linear Feet of 69-inch Diameter Reinforced Concrete Pipe (RCP)
City of Beaumont, Riverside County, California
Converse Project No. 21-81-222-00 (01)

Dear Ms. Gonzalez:

Converse Consultants (Converse) appreciates the opportunity to be on your team to prepare a geotechnical investigation and water infiltration test report to assist with the design and construction of the above-referenced project. Our proposal is based on the following.

- Review of the Request for Proposal (RFP) for Beaumont Master Drainage Plan (MDP) Line 2, Stage 1 issued by the City of Beaumont (City), Department of Public Works, dated May 4, 2020.
- Conducted a site visit on May 12, 2020.
- Reviewed City's response to consultant's questions.
- Information provided in your emails dated July 21, 2021 and May 11, 2023.

Our proposal dated July 22, 2021 has been updated to incorporate 2023 fee schedule for Converse and our outside vendors.

PROJECT DESCRIPTION

The Beaumont MDP Line 2, Stage 1 project will consist of approximately 5,000 linear feet of 69-inch and larger diameter reinforced pipe (RCP). The general limits of Stage 1 are as follows.

- Along 6th Street from Chestnut to Pennsylvania.
- Along Pennsylvania Avenue from 6th Street to 1st Street.
- Along 1st Street from Pennsylvania Avenue to an existing earthen channel (roughly 800 feet east of Pennsylvania).

The following are initial constraints identified for this project.

- The alignment will cross Caltrans facility.
- The alignment will cross Union Pacific Railroad (UPRR) tracks.
- The City is developing a widening project for Pennsylvania Avenue.
- The City is planning a future grade separation for the Pennsylvania Avenue and UPRR crossing.
- The City is developing a street improvement project to extend 2nd Street approximately 1,700-feet west to intersect with Pennsylvania Avenue.
- Due to the future grade separation, the RCP may be up to 25-feet deep in certain areas.
- There are numerous existing utilities that may conflict with the proposed alignment.
- There are numerous culvert crossings along the I-10 that will need to be accommodated in the design, as part of the construction or a future project.

SITE DESCRIPTION

The surface condition along the storm drain alignments is presented below along with the photos.

6th Street; Chestnut Street to Pennsylvania Avenue

- Approximately 1,280 linear feet in length.
- Paved road with 2 lanes in each direction. Approximately 62 feet wide.
- Few overhead utilities and overhanging streetlamps. No trees or other overhead obstructions.
- Bike lanes on edge of roadway in each direction. Sidewalks on both sides of street. Business (non-residential) district. Drilling in the street may require the closure of one lane.
- Medium to heavy traffic was observed midday.

Pennsylvania Avenue; 6th Street to 1st Street

- Approximately 2,800 linear feet in length.
- Paved road with one lane in each direction. Approximately 45 feet wide.
- Few overhead utilities, trees, and overhanging streetlamps.
- Businesses and vacant land on the east side of road. Vacant land on west side of road.
- Approximately 150-foot-wide freeway overpass located approximately 700 feet south of intersection of 6th Street and Pennsylvania Avenue.
- The approximately 60-foot-wide train crossing zone is located approximately 170 feet south of the freeway overpass.
- Wide shoulder along the majority of street potentially suitable for drilling. Drilling in the street will require the closure of one lane.
- Medium traffic was observed midday.



1st Street: Pennsylvania Avenue to 800 Feet East of Intersection

- Approximately 800 linear feet in length.
- Paved road with 2 lanes in each direction and raised center median. Approximately 60 feet wide.
- No overhead utilities. Sparse trees and overhanging streetlamps.
- Wide shoulder along some portions of street potentially suitable for drilling. Drilling in the street will require the closure of one lane.
- Medium to heavy traffic was observed midday.



Photo No. 1: This photo shows the conditions of 6th St. between Chestnut Ave. & Pennsylvania Ave. facing northeast.



Photo No. 2: This photo shows the conditions on Pennsylvania Ave. from 6th St. facing southwest.





Photo No. 3: This photo shows the freeway overpass facing south.



Photo No. 4: This photo shows the train crossing zone facing south.





Photo No. 5: This photo shows the conditions of Pennsylvania Ave. from 1st Street facing north.



Photo No. 6: This photo shows the conditions of 1st St. from the earthen channel facing west.





Photo No. 7: This photo shows the conditions of the earthen channel facing southeast.

Geology

The alignment is mostly underlain by older surficial sediments consisting of alluvial sand and gravel of plutonic and gneissic detritus from the nearby San Bernardino mountains. The entire alignment has segments located on or within a half mile of 2 other alluvial units, both contain sand and gravel, clay from flood plains and stream channels may be present.

Groundwater

Groundwater data was reviewed for several locations near the proposed alignment. The shallowest reported groundwater is approximately 100 feet bgs at a location near the I-10 and Hwy 79 connection approximately 4,200 feet west of the alignment. Shallower perched groundwater may be encountered locally, particularly at bedrock contacts.

PROJECT APPROACH / SCOPE OF WORK

Our scope of work will include the following tasks.



Converse Consultants

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Task 1: Project Set-up

As part of the project set-up, our staff will conduct the following.

- Conduct a site reconnaissance and stake/mark the boring locations along the pipe alignment so drill rig access to all the locations is available.
- **Obtain a no-fee encroachment permit from the City of Beaumont. We understand the City will obtain permit to drill within Caltrans and UPRR right-of-way. Converse will assist in filling out the paperwork.**
- Notify Underground Service Alert (USA) at least 48 hours prior to drilling to clear the boring locations of any conflict with existing underground utilities.

Task 2: Subsurface Exploration

In general, traffic control during our field investigation will be conducted along the proposed alignment using signs, cones, and an arrow board in accordance with the WATCH manual.

Our surface investigation will include drilling exploratory borings. The purpose of the borings will be to:

- Obtain subsurface information along the pipe alignment.
- Collect undisturbed and bulk samples of the various soil types for laboratory testing.

As indicated in the RFP, we plan to drill a total of 6 borings. Based on the existing profile, depth to pipe invert will range from 25.0 to 35.0 feet below existing ground surface. We plan drill the borings between 25.0 and 50.0 feet below existing ground surface or to refusal, whichever is shallower.

The borings will be drilled with a truck mounted rig (CME 75 or equivalent) equipped with 8-inch diameter hollow stem augers for soils sampling. Soils will be continuously logged and classified by the geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System.

Undisturbed ring samples of the subsurface materials will be obtained at 5-foot intervals, at changes in soil profiles, or where unusual conditions are encountered. The relatively undisturbed ring samples will be obtained using a Modified California Sampler (2.4-inch inside diameter and 3.0-inch outside diameter) lined with thin-walled sample rings. The sampler will be driven into the bottom of the borehole with successive drops of a 140-pound hammer falling 30 inches. The number of successive drops of the driving weight ("blows") required for each 6 inches of penetration will be shown on the boring log. The soil will be retained in brass rings (2.4 inches in diameter and 1.0 inch in height) and carefully sealed in waterproof plastic containers for shipment to the laboratory. Bulk samples of representative soil types will be collected in plastic bags from various depths and within a 5-foot zone of the pipe elevation. Groundwater levels, where encountered in the borings, will be recorded.



The borings will be backfilled with soil/cement cuttings and compacted by pushing down with augers using the drill rig weight. The upper 1-foot will be filled with quick cement and the surface sprayed with black dye. If construction is delayed, the surface may settle over time. We recommend the owner monitor the boring site and backfill any settlement or depression that might occur, or provide fencing around the area of the boring locations to prevent trip and fall injuries from occurring near the area of any potential settlement.

Task 3: Laboratory Testing

Soil samples obtained during exploratory drilling will be tested in our laboratory to evaluate their physical characteristics and engineering properties. Laboratory testing may include, but will not necessarily be limited to, the following.

- In-place moisture and density.
- R-value
- Expansion Index
- Soils Corrosivity.
- Atterberg Limits
- Sieve analysis.
- Laboratory maximum density.
- Direct shear.

Task 4: Engineering Analyses and Geotechnical Report

Data obtained from the exploratory borings and laboratory testing program will be evaluated to prepare a report which will include the following.

- Project description.
- Present condition of the street along the storm drain alignment.
- Logs of the exploratory borings.
- Depth of groundwater and bedrock, if encountered.
- Existing pavement structural section at the boring locations.
- Discussion on the laboratory test results including soils corrosivity.
- Local Geology and faulting.
- Seismic parameters based on 2022 California Building Code.
- Liquefaction potential along the SD alignment based on available information.
- Allowable soils bearing pressures.
- Allowable at-rest, active, passive and seismic lateral earth pressures.
- Settlement estimates.
- Soils parameters for bore and jack design.
- RCP pipe bedding recommendation in accordance with RCFCD/City of Beaumont.
- Excavatability of the soils along the storm drain alignment and at the jacking and receiving pits.
- Jacking and receiving pits backfilling recommendations.
- Stability of temporary trench excavation.
- Shoring design and construction recommendations.
- Suitability of excavated materials for use as bedding and backfill.



- Pipe subgrade preparation recommendation.
- Trench backfill recommendation.
- Basin slope stability evaluation and construction recommendations.
- Asphalt concrete pavement section based on traffic indices provided by the City of Beaumont.
- Street subgrade preparation recommendations.
- Aggregate base and asphalt concrete placement recommendations.

SCHEDULE / DELIVERABLES

We will initiate our scope of work as soon as notice to proceed is received. The field exploration will be conducted within approximately one week after receipt of all required permits, although subject to driller availability, weather, and other factors beyond Converse's control. 1-1/2 days will be required to complete the geotechnical investigation

One electronic PDF of the draft copy will be issued within 8 weeks after completion of the fieldwork. After review comments are received, one electronic PDF copy of the final report will be issued within 2 weeks. The report will be signed by a registered engineering geologist and a geotechnical engineer. If requested, we will issue a hard copy of the report.

FEE ESTIMATE

Our consulting services will be provided in accordance with the *Schedule of Fees and General Conditions*, copies of which are attached and form a part of this proposal.

Task No. and Description	Cost
Task 1: Project Set-up	\$2,050.00
Task 2: Subsurface Exploration	\$3,055.00
Task 4: Laboratory Testing	\$6,720.00
Task 5: Engineering Analyses and Geotechnical Report	\$9,400.00
Permit Fees from the Caltrans	\$1,500.00
Drill Rig Rental (Prevailing Wage- Quote No. 8721)	\$7,682.00
Traffic Control (1-1/2 days @ \$2,200/day)	\$3,300.00
Total Cost	\$33,707.00

Our cost is based on the following assumptions.

- All fieldwork will be done in one mobilization during normal weekday working hours.
- 1-1/2 days will be required to complete drilling.
- Access to the storm drain alignment will be available during normal weekday working hours at no additional cost to us.
- Permits from all agencies will be provided to us by the City at NO additional cost to Converse.



- No traffic control plan will be required for the geotechnical investigation.
- Traffic Control (if required) will be in accordance with the WATCH MANUAL.
- We understand that only the driller's work will be subject to prevailing wage as defined in Labor Code Sections 1770-1780.

The cost estimate and scope of services do not include environmental study of soil and groundwater and any inspection and/or testing services during construction. We will submit our invoices on a monthly basis in accordance with the attached *Schedule of Fees* and *General Conditions*.

CLOSURE

During the course of this work, we will carry insurance as required by the contract. Our findings and recommendations will be prepared in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California. Unless we hear differently, we will assume that these conditions are acceptable to you.

This proposal will expire 60 days from its issuance, if not accepted at that time. Our billing rates are reviewed at the beginning of each year and are subject to adjustment.

Please sign 2 copies of the Authorization and Agreement Block at the end of this proposal. Retain one copy of this proposal for your files and return one signed copy to this office to formally authorize our services.

Special billing instructions, including backup documentation requirements, should be mutually agreed upon and indicated in the authorization. Subsequent additions or changes should be likewise mutually agreed upon and submitted in writing with appropriate authorization.

If you should have any questions, or if we can provide any additional assistance, please call the undersigned at 909-474-2847. We appreciate the opportunity to assist you on this important project.

CONVERSE CONSULTANTS



Hashmi Quazi, PhD, PE, GE
Principal Engineer/Regional Manager

Encl: *Schedule of Fees, and General Conditions*
Dist: 1/Addressee (e-mail)
HSQ/kvg



REVISED PROPOSAL TO PREPARE A GEOTECHNICAL INVESTIGATION
Beaumont Master Drainage Plan Line 2, Stage 1 Storm Drain Project
Approximately 5,000 Linear Feet of 69-inch Diameter Reinforced Concrete Pipe (RCP)
City of Beaumont, Riverside County, California
Converse Project No. 21-81-222-00 (01)

ACCEPTANCE OF AGREEMENT AND AUTHORIZATION TO PROCEED ³	
Firm Name:	(Client) ¹
By:	(Print Name)
	(Signature)
Title:	Date:
Telephone No. ()	Email:
P.O. No./Billing Instructions ² :	

- 1 Invoices to be sent to the Client, who shall be responsible for payment thereof, unless notified otherwise. The Client is represented by a person with authority to financially commit to the scope of work herein and acknowledges that the person signing has read and understands the enclosed General Conditions.
- 2 Billing requirements, including backup documentation, should be mutually agreed upon and indicated here. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.
- 3 Converse has been informed by the Client that this is not a prevailing wage project for geotechnical services as determined by local Labor Code Sections 1770-1780.



Appendix



CONVERSE CONSULTANTS
Non-Prevailing Wage Schedule of Fees
Geotechnical Personnel

Introduction

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through December 31, 2023.

Hourly Charges for Personnel

Staff assignments will depend on personnel availability, job complexity, project site location, and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Field Technical Services (all including vehicle and equipment)

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing; includes concrete batch plant and local steel fabrication inspections)	\$85
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant)	85
Construction Inspector/Technician (skidmore, pull testing, torque testing, Schmidt hammer, and pachometer)	90
Coring Technician	90
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	80
Senior Soils Technician	90
Sample Pick-Up	50

Professional Services (field and office)

Staff Professional	\$135
Senior Staff Professional	145
Project Professional	155
Project Manager	170
Senior Professional	170
Principal Professional	210
Principal/Consultant	235

Laboratory Testing

Laboratory Technician	Per Test
(See Geotechnical Laboratory Testing and Materials Testing Services fee schedules.)	
Laboratory Supervisor	\$90

Office Support

Clerical/Word Processing	\$80
Drafting	85
CAD Operator/Drafting Manager	90

An overtime charge of 50 percent of the above hourly rates (excluding Professional Services) will be added for time in excess of eight hours per day and for all time on Saturdays, Sundays and holidays. An overtime charge of 100 percent of the above hourly rates (excluding Professional Services) will be charged on Sunday if hours worked were seven continuous eight hours per day in one work week, not counting paid time off within the week. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses

1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at the current IRS mileage rate for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

Invoices

1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Furthermore, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

General Conditions

The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

CONVERSE CONSULTANTS

Schedule of Fees – Geotechnical Laboratory Testing

Compensation for laboratory testing services will be made in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. The rates are based on non-contaminated soil. A surcharge will be charged for handling contaminated material, which will be determined based on the project.

IDENTIFICATION AND INDEX PROPERTIES TESTS

Visual Classification, ASTM D2488.....	20.00
Engineering Classification, ASTM D2487	25.00
Moisture Content and Dry (bulk) Density, ASTM D2216 and D2937	25.00
Moisture Content, ASTM D2216	20.00
Shrinkage Limit, ASTM D4943	85.00
Atterberg Limits, ASTM D4318	
Several points	150.00
One Point	50.00
Particle Size Analysis, ASTM D6913	
Fine Sieve, from #200 to #4	100.00
Coarse and Fine Sieve, from #200 to 3 in	180.00
Hydrometer	120.00
Percent Passing #200 Sieve, ASTM D1140.....	80.00
Specific Gravity	
Fine, passing #4 sieve, ASTM D854	100.00
Coarse, retained on #4 sieve, ASTM C127	100.00
Sand Equivalent Test, ASTM D2419.....	120.00
Double Hydrometer Dispersion, ASTM D4221	150.00

COMPACTION AND BEARING STRENGTH

Standard Proctor Compaction, ASTM D698 or ASTM D1557	
Method A or B	200.00
Method C, 6" mold	210.00
California Impact Method, Caltrans 216	220.00
R-value, ASTM D2844 and CTM301	270.00
California Bearing Ratio (CBR), ASTM D1883	
1 Point	530.00
3 Points	750.00
Relative Density	
0.1 Cubic Foot Mold	200.00
0.5 Cubic Foot Mold	300.00

SHEAR STRENGTH

Torvane/Pocket Penetrometer	25.00
Direct Shear	
Quick Test	75.00
Consolidated, Drained, granular soil, ASTM D3080	220.00
Consolidated, Drained, fine grained soil, ASTM D3080	260.00
Consolidated, Undrained, fine grained soil	220.00
Residual Strength, per cycle	70.00
Remolded Specimens	70.00

STATIC UNIAXIAL AND TRIAXIAL STRENGTH TESTS (PER POINT)

Unconfined Compression, ASTM D2166	150.00
Unconsolidated, Undrained, ASTM D2850	160.00
Consolidated, Undrained, per point	700.00
Consolidated, Drained, per point	700.00
With Pore Pressure Measurement, per load	150.00
Remolded Specimen	90.00

CONSOLIDATION (ASTM2435) AND SWELL COLLAPSE (ASTM D4546) TESTS

8 Load Increments	250.00
Additional Load Increment	50.00
Time-Ratio, per load increment	90.00
Single Point, collapse test	90.00

Single Load Swell, ASTM D4546	
Ring Sample, Field Moisture	95.00
Ring Sample, Air Dried	95.00
Remolded Sample	70.00
Expansion Index Test, UBC 29-2/ASTM D4829	130.00

HYDRAULIC CONDUCTIVITY TESTS

Constant Head, ASTM D2434	250.00
Falling Head Flexible Wall, ASTM D5084	300.00
Triaxial Permeability, EPA 9100	350.00
Remolded Specimen	60.00

CHEMICAL TESTS

Corrosivity (pH, resistivity, sulfates, chlorides)	220.00
Organic Content, ASTM D2974	100.00

Conditions: Unit rates presented on this fee schedule are for routinely performed geotechnical laboratory tests. Numerous other earth material physical tests can be performed in our geotechnical laboratories, including rock core, soil cement and soil lime mixture tests. Tests not listed can be quoted upon request. This fee schedule is valid through December 31, 2023.

Prices are based on the assumption that samples are uncontaminated and do not contain heavy metals, acids, carcinogens and/or volatile organics which can be measured by an organic vapor analyzer or photoionization detector with a concentration greater than 50 parts-per-million (ppm). Quoted testing fees are based on the assumption that no protective clothing will be required to handle samples. If Level D protective clothing will be required during handling of samples (as defined in Federal CFR Part 1910.120), then a 40% increase in fees presented in this schedule will be applied. Level C protective clothing will be a 60% increase in fees. Converse will not handle samples that require either Level B or Level A protection in our geotechnical laboratories. Contaminated samples will be returned to the client. Uncontaminated samples will be disposed of 30 days after presentation of test results. The client must disclose the source of samples. Samples imported from out of state will be incinerated after testing in accordance with requirements of the United States Department of Agriculture. Soil samples obtained within the State of California currently designated quarantine areas will also be incinerated in accordance with the requirement of the State of California, Department of Food and Agriculture, Division of Plant Industry, Pest Exclusion. A \$5.00 incineration fee will be added to each sample that is required to be incinerated in accordance with State and Federal law.

Test results requiring plots will be presented in a publishable format generated from computer programs. Otherwise, raw test numbers will be presented. A minimum laboratory fee of \$50.00 will be charged to present and mail test results. Beyond the standard U.S. Mail delivery, specialized transmittal will be charged at additional cost (e.g., Federal Express, UPS, etc.). Geotechnical testing does not include engineering and/or geologic review and analysis. Typical turnaround for geotechnical laboratory testing is two weeks (or roughly ten working days). To expedite test turnaround to five working days, a 50% increase in the fees in this schedule will be applied. Many geotechnical tests require at least one week to perform in accordance with ASTM or other standard specifications. Fees presented in this schedule for relatively undisturbed direct shear, consolidation or expansion pressure tests are based on the assumption that 2.416-inch inside diameter brass ring samples will be provided to the geotechnical laboratory for testing. Remolded specimens will be compacted in standard 2.5-inch outside diameter brass rings for direct shear, consolidation and expansion pressure tests. All fees presented in this schedule are based on the assumption that the client will deliver samples to our laboratory at no additional cost to Converse.

Invoices will be issued monthly and are payable on receipt unless otherwise agreed upon. Interest of 1.5% per month (but not exceeding the maximum allowed by law) will be payable on any amount not paid within thirty days; payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. The Client shall pay any attorneys' fees or other costs incurred in collecting any delinquent amounts.

CONVERSE CONSULTANTS

Schedule of Fees – Materials Laboratory Testing

Compensation for laboratory testing services will be based on rates in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. Our services will be performed in accordance with the General Conditions. This fee schedule is valid through December 31, 2023.

AGGREGATES

Moisture Content, ASTM D2216	20.00
Particle Size Analysis	
Coarse, ASTM C136, each	100.00
Coarse and Fine, ASTM C136 & C137, each	180.00
Specific Gravity & Absorption	
Coarse Aggregate, ASTM C127	100.00
Fine Aggregate, ASTM C128	100.00
Unit Weight per Cubic Foot, ASTM C29	75.00
Soundness, Sodium or Magnesium, ASTM C88, each	550.00
Potential Alkali Reactivity, ASTM D289	700.00
Freeze Thaw Soundness	175.00
Los Angeles Abrasion, per class, ASTM C131, C535	375.00
Sand Equivalent, ASTM D2419	180.00
Lightweight Particles, ASTM C123, each	300.00
Clay Lumps & Friable Particles, ASTM C142, each	290.00
Stripping Test, ASTM D1664, each	85.00
Organic Impurities, ASTM C40	140.00
Durability	By Quote

CONCRETE TESTS

Laboratory Trial Batch, ASTM C192	By Quote
Laboratory Mix Design, Historical Data	By Quote
Compression Test, 6"x12" Cylinder, ASTM C39, each	45.00
Lightweight Concrete	
Compression	45.00
Unit Weight	45.00
Specimen Preparation, Trimming or Coring, each	60.00
Bond Strength, ASTM C321	
Prepared by Converse	250.00
Prepared by Others	150.00
Core Compression Test, ASTM C12, each	80.00
Flexure Test, 6"x6" Beams, ASTM C78, each	130.00
Modulus of Elasticity, Static, ASTM C469, each	275.00
Length Change, ASTM C157, 3 bars, 5 readings each, up to 26 days	550.00
Splitting Tensile, 6"x12" Cylinders, each	110.00
Field Concrete Control (sampling, slump, temperature, cast 4 cylinders, molds, cylinder pick-up, within 10 miles of office, stand-by extra), ASTM/UBC, hourly rate schedule, or each cylinder	95.00
Field Concrete Control (same as above plus air content test), ASTM/UBC, each cylinder	95.00
Hold Cylinder	10.00
Cylinder Mold, sent to job site but not cast by Converse or returned to Converse	5.00

MASONRY (ASTM C140, E447, UBC STANDARD 24-22)

Moisture Content, as received, each	105.00
Absorption, each	85.00
Compression, each	85.00
Shrinkage, ASTM C426, each	250.00
Net Area and Volume, each	25.00
Masonry Blocks, per set of 9	1,500.00
Masonry Core Compression, each	125.00
Masonry Core Shear, each	180.00
Masonry Core Trimming, each	150.00
Compression Test, grouted prisms, 8"x8"x16", each	250.00
Compression Test, grouted prisms, 12"x16"x16", each	425.00
Compression Test	
2"x4" Mortar Cylinder, each	45.00
3"x6" Grout Prisms, each	45.00
2" Cubes, ASTM C109, each	45.00
Cast by Others	45.00
Mortar or Grout Mix Designs	By Quote

FIREPROOFING TESTS

Oven Dry Density, per sample	70.00
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MOISTURE EMISSION TEST

Moisture Emission Test Kit	80.00
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ASPHALTIC CONCRETE

Stability, Flow, and Unit Weight, ASTM D6927	500.00
Marshall ASTM D1559, ASTM D2726	450.00
Measured Maximum Specific Gravity of Mix, ASTM D2041, Rice Method, each	350.00
Void Analysis of Cores or Marshall Specimens, Calculations Only, ASTM D3203, set of 2 or 3	60.00
Laboratory Mixing of Asphalt & Concrete, per sample	75.00
Complete Asphalt Concrete Mix Design	
Hveem or Marshall	By Quote
Extraction of Asphalt and Gradation, ASTM D2172, Method B, or California 310, including ash correction, each	455.00
Extraction of Rubberized Asphalt & Gradation, each	350.00
Specific Gravity, ASTM D2726 or ASTM D1188	
Uncoated	95.00
Coated	125.00
Immersion-Compression	650.00
Particle Coating, ASTM D2489	95.00
Stripping, ASTM D1664	85.00
Moisture or Volatile Distillates in Paving Mixtures, or Materials Containing Petroleum Products or By-Products	350.00
Retained Strength, ASTM D1074/D1075, 6 specimens	By Quote
Retained Stability, Mil, Std, 520A, Method 104, 6 specimens	By Quote
CBR, ASTM D1883, including M/D Curve, 1 point	400.00
Asphalt Temperature	15.00

STRUCTURAL STEEL

Tensile Test #9 Bar or Smaller, each	60.00
Bend Test #9 Bar or Smaller, each	60.00
Tensile Test #10 Bar or Greater, each	280.00
Tensile Test #14 Bar, each	310.00
Rebar Coupler Tensile Test	140.00
Tensile Test, Welded #9 Bar or Smaller, each	140.00
Tensile Test, Welded #10 Bar or Greater, each	280.00
Tensile Test, Welded #14 Bar, each	310.00
Tensile Test, Mechanically Spliced, #9 Bar or Smaller, each	210.00
Tensile Test, Mechanically Spliced, #10 Bar or Greater, each	350.00

HIGH STRENGTH BOLT, NUT, AND WASHER TESTING

Wedge Tensile Test, A490 Bolts	
Under 100,000 lbs., each	130.00
Over 100,000 lbs., each	140.00
Wedge Tensile Test, A325 Bolts	
Under 100,000 lbs., each	160.00
Tensile Test, Anchor Bolts, tested with displacement transducers, each	300.00
Nut Hardness, Proof & Cone Proof Load Test, each	60.00
Washer Hardness, each	50.00
A325 or A490, Bolt Hardness Only, each	50.00
Bolt A325 or A490 Wedge Tensile	
Under 100,000 lbs. & Hardness, each	130.00
Over 100,000 lbs. & Hardness, each	170.00
Bolt, Nut & Washer, all tests per set with bolts	
Under 100,000 lbs.	400.00
Over 100,000 lbs.	500.00

See *Schedule of Fees – Geotechnical Laboratory Testing* for soil testing. Hourly rates are available upon request. Field Laboratory rates are available upon request. Listed unit rates are based upon the assumption that samples will be delivered to our laboratory at no cost to Converse.

CONVERSE CONSULTANTS

General Conditions –

Right of Entry

Client warrants to Converse that it has full legal right to authorize Converse's entry upon the real property where Converse's services are to be performed ("Site" herein) and upon all property, if any, required for ingress and egress to the Site.

Client authorizes Converse to enter upon the Site and such adjoining property as is necessary to allow Converse to perform its services.

Converse will take reasonable precautions to minimize any damage to the Site; however, Client acknowledges that during the normal course of the performance of Converse's services, some damage to the Site may occur. The correction of any damage to the Site (surface or subterranean) shall be the obligation of the Client.

Information Supplied by Client

Client warrants the accuracy of any information supplied by it to Converse, acknowledges that Converse will not verify the accuracy of such information, and agrees that Converse is entitled to rely upon any such information.

Client shall immediately notify Converse in writing of any data, information or knowledge in the possession of or known to Client relating to conditions existing at the Site and shall provide Converse with the location, size and depth of any and all underground tanks, piping or structures existing upon the Site.

Client shall defend, indemnify and save harmless Converse, its officers, agents and employees from and against any and all claims, costs, suits and damages, including attorneys' fees, arising out of errors, omissions and inaccuracies in documents and information provided to Converse by Client.

Ownership of Data and Documents; Samples

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Converse shall remain the sole property of Converse.

Client shall have the right to the use of all data, recommendations, proposals, reports, design criteria and similar information provided to it by Converse ("information" herein); provided, however, that the information shall not be used or relied upon by any party other than Client, save and except as may be required by the design and licensing requirements of the project for which the information is provided; further, such use shall be limited to the particular site and project for which the information is provided. To the extent Client utilizes Converse's information by providing or making the same available to any third party (a) Client agrees to give written notice to any such third party that it may not utilize or rely on any aspect of Converse's information and (b) Client agrees to defend, indemnify and hold Converse harmless against any and all claims, demands, costs, losses, damages and expenses, including attorneys fees, that may be asserted against or sought from Converse by any such third party.

Client's right to the use of the information is expressly conditioned upon Client's prompt payment to Converse of all sums due under the Client/Converse agreement. In the event of Client's nonpayment or partial payment of said amounts, Client agrees that it shall not use any of the information for any purpose whatsoever and shall return the same to Converse within 2 business days upon demand.

Converse will retain all samples of soil, rock or other materials obtained in the course of performing its services for a period of thirty (30) days. Thereafter, further storage or transfer of samples to Client may be made at Client's expense upon written request from Client to Converse received by Converse prior to the expiration of the 30-day period.

Converse shall retain permanent records relating to the Converse services for a period of five (5) years following submittal of Converse's report, during which period the records will be made available to Client upon reasonable notice given by Client and upon payment to Converse of an amount sufficient to reimburse Converse for its necessary and reasonable expenses in making said records available.

Standard of Care and Professional Responsibility

Client acknowledges that the services to be performed by Converse involve the use of tests, calculations, analyses and procedures which are in a constant state of development, improvement and refinement and that, as such, improvements, changes in methods, and modifications of procedures have been made in the past, are now being made, and are expected to continue to be made in the future.

Further, Client recognizes that, while necessary for investigations, commonly used exploration methods, such as drilling borings or excavating trenches, involve an inherent risk. For example, exploration on a site containing contaminated materials may result in inducing cross-contamination, the prevention of which may not be complete using presently recognized sealing methods.

Client recognizes that the state of practice, including but not limited to the practice relating to contamination or hazardous waste conditions, is changing and evolving and that standards existing at the present time may subsequently change as knowledge increases and the state of the practice continues to improve.

Client recognizes that projects containing contaminated materials may not perform as anticipated by Client, even though Converse's services are performed in accordance with the level of care and skill required of it. Further, certain governmental regulations relating to hazardous waste sites may purport to require achievement of results which cannot be

accomplished in an absolute sense. It is recognized that a satisfactorily designed, constructed and maintained monitoring system may assist in the early detection of environmental changes allowing for early correction of problems. Unless it is specifically included in the scope of services to be performed by Converse, Client understands that Converse shall not perform such monitoring.

The services to be provided by Converse pursuant to the agreement to which these General Conditions are a part shall be provided in accordance with generally accepted professional engineering, environmental, and geologic practice in the area where these services are to be rendered and at the time that services are rendered. Client acknowledges that the present standard in the engineering and environmental professions does not include, and Converse does not extend to Client, a guarantee of perfection of the work contemplated hereby; further, that even in the exercise of normal and reasonable care, errors or omissions may from time to time occur. Except as expressly set forth in these General Conditions, no other warranty, express or implied, is extended by Converse.

Converse shall have no duty to supervise, coordinate or otherwise be involved in the performance of services or work by any third-party consultant, contractor or subcontractor.

Where Converse's services involve field observation of grading, filling and compaction (or any of them), it is agreed:

- That Converse shall in no way be responsible for the manner in which such work is performed by any third party.
- That in the event Converse is to provide periodic observation, Client acknowledges that Converse cannot be responsible for any work performed at a time or times when Converse was not performing its observation services. Converse will not provide an opinion concerning the performance of any third party, save and except to the extent that said work was in fact observed and tested by Converse during the course of construction.
- That where Converse's services include continuous observation, Client agrees not to allow grading, filling or compaction to be performed at any time or times when Converse is not physically present upon the Site and shall restrict the amount and extent of such grading, filling and compaction to that which can be properly observed by Converse personnel present on the Site.
- That in the event Converse is to conduct test borings for Client, Client acknowledges that the accuracy of said test borings relates only to the specific location in which the boring itself was performed and that the nature of many sites is such that differing subsurface soil characteristics can be experienced within a small distance. As such, Client acknowledges that greater accuracy is obtained when the number of test borings is increased.

Technical Limitations

Client acknowledges and agrees that: (1) it is unreasonable to expect Converse to be able to completely evaluate subsurface conditions, even after the most comprehensive exploratory program; (2) site conditions change frequently due to the passage of time, human activities, and climatic conditions and uncertainties are therefore inherent in the nature of Converse's services and impossible to avoid; (3) the identification of geotechnical and environmental conditions and the prediction of future or concealed conditions is an inexact scientific endeavor; (4) the state of the art of geotechnical and environmental practice is such that Converse cannot guarantee that its recommendations will prove adequate on this project and the Client assumes the risk of any such failure, except as otherwise provided in these General Conditions and that (5) these General Conditions contains specific LIMITATIONS OF LIABILITY.

Indemnity of Client and Limitation of Liability

Converse shall indemnify Client, its officers, directors, agents or employees from any claim, demand or liability arising from personal injury or property loss or damage caused by the sole negligence or willful misconduct of Converse.

Anything to the contrary in the agreement to which these General Conditions are attached or in these General Conditions notwithstanding, Converse's liability shall be limited to the lesser of the fees charged to Client by Converse for the services performed for Client, or the sum of fifty thousand dollars. Client may, at its option, increase the maximum amount for which Converse shall be liable by payment of an additional fee. For the maximum liability sum of one hundred thousand dollars, the additional amount to be paid shall be four percent of the total Converse fee charged hereunder; for the maximum liability sum of one million dollars, the additional amount to be paid shall be five percent of the total Converse fees charged hereunder Client acknowledges and agrees that its recovery, if any, shall be satisfied, in the first instance, from the proceeds of Converse's insurance, and to the extent of any deficiency in the available insurance proceeds, then and only then, by Converse.

Client acknowledges that Converse has agreed to charge Client a reduced fee for services in exchange for the above limitation of liability and that said reduction in fees is consideration for said limitation.

Client shall defend and save harmless Converse, its officers, directors, agents and employees from all liability, claims and demands, including expenses of suit and reasonable attorneys' fees arising from personal injuries, including disease and death, property loss or damage, injury to others (including personnel of Client, Converse or

subcontractors performing work hereunder), and air or ground pollution or environmental impairment arising out of or in any manner connected with or related to the performance of Converse's services, except where there is a judicial determination that such injury, loss or damage shall have been caused by the sole negligence or willful misconduct of Converse. Client acknowledges that Converse has charged Client a reduced fee for services to be performed by it in exchange for this hold harmless and that the reduction in fees is consideration for said hold harmless provision.

Converse will not be liable for consequential damages of any kind, nature or description.

Hazardous Waste, Pollution and Health Hazard Projects ("Hazardous Projects" Herein)

Prior to the commencement of services by Converse on any hazardous project, Client agrees to advise Converse in writing of any known hazardous waste or materials existing on or near the Site or if any of said services are to be performed in an area where dust, fumes, gas, noise, vibrations or other particulate or nonparticulate matter is in the atmosphere where it raises a potential or possible health hazard or nuisance to anyone working within the area.

Anything in these General Conditions notwithstanding, Client shall indemnify and hold Converse, its officers, directors, agents, servants and employees, harmless from any claim, demand or action brought by any party whomsoever, including employees of Converse which claim, demand or action is based upon injury or damage caused or alleged to have been caused by hazardous wastes or hazardous materials whether or not such waste or materials were known to exist prior to the commencement of services.

Client agrees to be responsible for the removal and disposal of any hazardous waste uncovered as a result of the site investigation, including drill cuttings, unless specifically included within the scope of work

It is agreed that the discovery of unanticipated hazardous materials constitutes a changed condition mandating an immediate renegotiation of the scope of services or termination of services. Converse will at all times endeavor to perform in a faithful and trustworthy manner. Client understands that Client or Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency. Client also understands that Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency, and that Converse, when practical, will do so only after notifying Client. In the event Converse discovers hazardous material that we believe poses an immediate threat to public health and safety, Converse will use its best judgment to notify appropriate emergency personnel for immediate containment. Client agrees to take no action of any kind against Converse when Converse makes a good-faith effort to fulfill its obligations.

Client's Responsibilities

Client shall immediately provide Converse with full information in writing as to Client's requirements for the services to be provided by Converse and shall designate in writing within five (5) days of the effective date of the agreement to which these General Conditions are a part, a representative to act on Client's behalf in conjunction with the services to be provided hereunder. Client shall promptly review all documents, reports, data and recommendations submitted by Converse and shall communicate with Converse concerning such reviews for the purpose of avoiding delay in the performance of the services to be rendered by Converse.

Client shall notify any third party who may perform on the Site of the standard of care being undertaken by Converse pursuant hereto and of the limitations of liability contained herein. Client shall require as a condition to the performance of any such third party a like indemnity and limitation of liability on their part against Converse.

Confidentiality

Converse shall hold all information provided to it by Client and the results of the work performed by it confidential and shall not disclose the same to any third party except where required by Governmental regulatory agencies or as otherwise required by law.

Disputes

Converse shall have the right to bring a legal action in a state or federal court against Client for any sums due or alleged to be due to it or for services rendered. Except for this right, Converse and Client agree that as an express condition to the right of either party to bring a legal action against the other, they shall first submit any dispute to mediation by a neutral person acceptable to both parties.

Each party shall bear its own attorneys' fees, costs and other expenses, except that each party shall be responsible and pay for one-half of the costs and expenses of the mediator. In the event that legal action is required, the prevailing party shall be entitled to recover all of its costs incurred in connection therewith including, without limitation, staff time, court costs, attorneys' fees, consultant and expert witness fees and any other related expenses. In this regard, in order to make the prevailing party whole, the parties acknowledge and agree that the prevailing party shall be entitled to recover all of its costs incurred in connection with the legal action and shall not be limited to "reasonable attorneys fees" as defined in any statute or rule of court.

The obligations, responsibilities, warranties and liabilities of the parties shall be solely those expressly set forth herein. Remedies and limitations of liability shall apply regardless of whether an action is brought in contract, or is based on either party's negligence, or another theory of law. All of the rights, remedies, obligations, terms, conditions and limitations of liability stated herein shall extend collectively to and be binding upon the parties' partners, joint ventures, licensors, successors, assigns, insurers, and affiliates. Client and Converse agree that any legal action with respect to the services to be performed under these General Conditions shall be brought against the parties, and not against individual officers,

employees or former employees of the parties. All legal actions by either party against the other for breach of these General Conditions or for the failure to perform in accordance with the applicable standard of care, however framed, that are essentially based upon such breach or failure shall be barred two (2) years from the time claimant knew or should have known of its right to make a claim, but, in any event, not later than four (4) years from substantial completion of Converse's services.

Jobsite Safety

Converse shall be responsible for its activity and that of its employees on the Site. This shall not be construed to relieve the Client, its general contractor or any subcontractor of their obligation to maintain a safe jobsite.

Neither the professional activities nor the presence of Converse or its employees and subcontractors shall be understood to control the operations of others, nor shall it be construed to be an acceptance of the responsibility for jobsite safety.

Converse will not direct, supervise or lay out the work of the Client, contractor, or any subcontractors. Converse's services will not include a review or evaluation of the adequacy of the contractor's safety measures on or near the Site.

Schedules

Unless otherwise specified in the agreement, Converse shall be obligated to perform within a reasonable period of time. Converse shall not be responsible for delays in the completion of its services created by reason of any unforeseeable cause or causes beyond the control and/or without the fault or negligence of Converse, including but not restricted to acts of God or the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, acts of other contractors with Client, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

Should completion of any portion of the services to be rendered by Converse be delayed beyond the estimated date of completion for any reason which is beyond the control of or without default or negligence of Converse, then and in that event Client and Converse shall mutually agree on the terms and conditions upon which the services may be continued or terminated.

Invoices

Converse shall submit monthly progress invoices to Client, and a final bill shall be submitted upon completion of the services. Within thirty (30) days after receipt of an invoice, Client shall pay the full amount of the invoice. If Client objects to all or any portion of any invoice, it shall so notify Converse of the same within fifteen (15) days from the date of receipt of said invoice and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice.

If Client fails to make payment within thirty (30) days after receipt of an invoice, then Client shall pay an additional monthly service charge of one and one-half percent (1½ %) on all such amounts outstanding. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event Client fails to pay any undisputed amount to Converse when due, Converse may immediately cease work until said payment together with a service charge at the rate of 1½ % per month, as specified above, from the due date has been received. Further, Converse may, at its sole option and discretion, refuse to perform any further work irrespective of payment from Client.

In the event that all or any portion of the 1½ % service charge provided for herein is deemed to be an interest charge, then and in that event said interest charge shall be limited to the maximum amount legally allowed by law.

Client acknowledges Converse's fee schedules are revised annually and agrees that the fee schedule in effect at the time the services are performed shall apply to such services.

Insurance

Converse represents that it now carries, and will continue to carry during the term of the contract to which these General Conditions are a part, Workers Compensation insurance and that, if requested, Converse shall provide to Client certificates as evidence of the aforementioned insurance.

Assignments

Client shall not assign this contract or any portion thereof to any other person or entity without the express written consent of Converse. Nothing contained in this contract or any part thereof shall be construed to create a right in any third party whomsoever, and nothing herein shall inure to the benefit of any third party.

Severability

If any provision of these General Conditions is finally determined to be contrary to, prohibited by, or invalid under applicable laws or regulations, such provision will be renegotiated so as to give effect to the intent of the parties to the maximum possible extent. Such determination and renegotiation shall not affect or invalidate the remaining provisions or these General Conditions.

Governing Law

These General Conditions shall be governed by and construed under the laws of the State of California.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com														
INSURED EXP Global, Inc. 205 N. Michigan Ave, Ste 3600 Chicago, IL 60601	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: XL Insurance America Inc</td><td>24554</td></tr><tr><td>INSURER B: AIG Specialty Insurance Company</td><td>26883</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: XL Insurance America Inc	24554	INSURER B: AIG Specialty Insurance Company	26883	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES**CERTIFICATE NUMBER:** W33308926**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Beaumont, its elected and appointed officers, employees, agents and volunteers are included as an Additional Insureds as respects to General Liability and Auto Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Beaumont 550 E. 6th Street Beaumont, CA 92223	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ENDORSEMENT

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XL PLUS BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COVERAGE DESCRIPTION

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

A. Temporary Substitute Auto Physical Damage

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

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

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

B. Who Is An Insured

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

1. Broad Form Insured

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

2. Employees As Insureds

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

3. Additional Insured By Contract, Agreement Or Permit

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

4. Employee Hired Autos

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

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

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

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

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

C. Supplementary Payments

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

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

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

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

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

D. Amended Fellow Employee Exclusion

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

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

E. Physical Damage Coverage

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

1. Rental Reimbursement

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

(1) The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

(2) Thirty (30) days.

c. Our payment is limited to the lesser of the following amounts:

(1) Necessary and actual expenses incurred.

(2) \$50 any one day per private passenger "auto";
\$100 any one day per truck;
\$1,500 any one period per private passenger "auto";
\$3,000 any one period per truck; or
Higher limits if shown elsewhere in this policy.

d. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

2. Extra Expense – Broadened Coverage

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

3. Personal Effects Coverage

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

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

4. Lease Gap

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

a. The amount paid under the Physical Damage Coverage Section of the policy; and

b. Any:

(1) Overdue lease/loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchases with the loan or lease; and

(5) Carry-over balances from previous loans or leases.

5. Glass Repair – Waiver Of Deductible

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

F. Physical Damage Coverage Extensions

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

1. Additional Transportation Expense

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

2. Hired Auto Physical Damage

The following section is added:

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

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

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

G. Business Auto Conditions

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

1. Notice Of Occurrence

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

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

2. Waiver Of Subrogation

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

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

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

3. Unintentional Failure To Disclose Hazards

The following condition is added:

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

4. Primary Insurance

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

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

H. Bodily Injury Redefined

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

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

I. Extended Cancellation Condition

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

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

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

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

However:

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

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

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

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

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract 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.

Scope of Service: Professional Engineering Services for Beaumont Master Drainage Plan

Professional Services
Ord. 1160; Chapter 3.02

NTE \$74,999.99 (Approval by CM)

- ☒ Quote (submit to City Clerk's Office for next steps)
- ☒ Certificate of Insurance**
- ☒ Fully Executed Agreement
- ☐ Req must be entered & PO issued prior to order being placed.

Over \$75,000

- ☒ Formal RFP or approved exception*
- ☐ Interviews and selection made (submit to City Clerk's Office for next steps)
- ☐ Subcommittee review
- ☐ Certificate of Insurance**
- ☐ Staff Report for City Council approval
- ☐ Fully Executed Agreement
- ☐ Req must be entered & PO issued prior to services commencing.

Insurance Requirements for Services

- ☒ General Liability (GL) - \$1,000,000/ \$2,000,000
- ☒ Business Auto Liability (AL) - \$1,000,000/ \$2,000,000
- ☒ Workers Comp (WC) - \$1,000,000
- ☒ Professional Liability (PL / E&O) - \$2,000,000
- ☒ Additional Insured required for GL & AL
- ☐ Waiver of Subrogation required for GL, AL & WC

***Approved Exception List**

- ☐ Legal Services
- ☐ Emergencies
- ☐ No competitive market
- ☐ No responses received
- ☐ Bidding already completed (Consortium)

Refer to Provisions for Bidding, Contracting and Purchases, Chapter 3.01.-Bidding Requirements
Max 7 years: 5-year w/two 1-year renewals

Signee:_____

Will we need to send vendor a notice to Proceed after agreement is executed?

Has this gone to legal?



Staff Report

TO: City Council
FROM: Robert Vestal, Assistant Director of Public Works
DATE: August 15, 2023
SUBJECT: Second Amendment to the Professional Service Agreement with EXP U.S. Services, Inc.

Description Second Amendment to the Professional Services Agreement for Engineering Services to EXP U.S. Services, Inc. for the Beaumont Master Drainage Plan (MDP) Line 2, Stage 1 Project (CIP2019-019).

Background and Analysis:

On March 17, 2020, City Council amended the FY19/20 Capital Improvement Project (CIP) Budget to include the Beaumont Master Drainage Plan (MDP) Line 2, Stage 1 Project (Stage 1). Stage 1 was incorporated into the CIP in the amount of \$5,000,000 with the source of funds being the Riverside County Flood Control and Water Conservation District (District) via a cooperative funding agreement. On September 1, 2020, City Council approved the cooperative agreement and on September 22, 2020, the District fully executed the agreement. On December 15, 2020, City Council awarded a Professional Service Agreement (PSA) to EXP U.S. Services, Inc. (EXP) to perform preliminary and final engineering services.

On November 15, 2022, City Council approved Amendment No. 1 which modified the scope of services to include additional hydraulic analysis and extended the term of agreement to February 16, 2024.

The second amendment to the professional services agreement is proposed to accommodate increases in subconsultant fees and extend the term of agreement by one (1) year with a new termination date of February 16, 2025. No additional services are proposed. EXP and subconsultants submitted a fee rate as part of the original bid response which was good for one year. EXP and subconsultants did not request a change in fee for the first year; however, due to inflation and operating costs, the subconsultants are now requesting the fee to be adjusted.

The following is a summary of the subconsultants requesting fee increases:

<u>Subconsultant</u>	<u>Original Fee (2020)</u>	<u>Requested Fee (2023)</u>
DEA (Survey)	\$34,571.00	\$41,962.96 (+21%)
Epic (Utilities and R/W)	\$45,720.00	\$46,880.00 (+ 3%)
Converse (Geotechnical)	\$22,255.00	\$33,707.00 (+51%)

The proposed increase in fee for all three subconsultants is \$20,003.96. The second amendment proposes a new not to exceed amount of \$524,064.96 for the PSA. A summary of the allocation of funds for the original agreement and the proposed amendment is provided in the following table.

<u>Agreement Summary</u>	<u>Original Fee (2020)</u>
Original Agreement	\$442,214.00
Amendment No. 1	\$61,847.00
Amendment No. 2	\$20,003.96
Total PSA:	\$524,064.96

Project Background and Update – During preliminary analysis, Berkshire Channel and other downstream facilities were determined to not have enough capacity to safely convey the ultimate design flow. EXP, Riverside County Flood Control, and City staff identified the need to evaluate a possible detention basin to mitigate for downstream limitations. The evaluation took an extended time due to the considerable size needed for a basin site and the limited availability of viable parcels. The preliminary results of the evaluation indicate that the modification to Berkshire Channel and potential downstream facilities may accommodate the design flow. The District tentatively approved the approach and the project is moving forward.

EXP is finalizing the hydrology and hydraulic study with Riverside County Flood Control. Utility research and field survey have started. Once the Pennsylvania Widening project is completed, EXP's field crew can finish the survey and begin preliminary alignment design. EXP is also researching the potential for CEQA exemption. Final design is anticipated to be completed in July 2024.

Fiscal Impact:

The cost of preparing the staff report is estimated to be \$500. The funding for this contract amendment would be paid from the Beaumont Master Drainage Plan (MDP) Line 2, Stage 1 Project (CIP2019-019) budget. Refer to following table for the accounting summary.

2019-019 MDP Line 2 Project Accounting Summary				
Funding Summary				
Funding Year		Funding Source		Amount
19/20		RCFC		\$100,000
20/21		RCFC		\$1,500,000
21/22		RCFC		\$3,400,000
Total Project Funding =				\$5,000,000
Budget Summary				
Project Component	Budget	Encumbered	Paid to Date	Remaining Budget
Project Management	\$0	\$0	\$0	\$0
Preliminary Services	\$0	\$0	\$0	\$0
Environmental	\$0	\$0	\$0	\$0
Design	\$550,000	(\$504,061)	(\$84,657.17)	\$45,939
Construction	\$4,450,000	\$0.00	\$0.00	\$4,450,000
Construction Management	\$0	\$0	\$0	\$0
Permits	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0
Project Summary Totals	\$5,000,000	(\$504,061)	(\$84,657.17)	\$4,495,939

Recommended Action:

Approve a second amendment to the Professional Services Agreement with EXP U.S. Services, Inc. to extend the term for one-year and a new not-to-exceed amount of \$524,064.96.

Attachments:

- A. Second Amendment to the Professional Services Agreement with EXP U.S. Services, Inc.
- B. Professional Services Agreements with EXP (Original Agreement)
- C. First Amendment to the Professional Services Agreement with EXP U.S. Services, Inc.
- D. Levine Act Statement

THIRD AMENDMENT TO AGREEMENT FOR INDEPENDENT CONTRACTOR

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

RECITALS

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

- A. On December 15, 2020, CITY and CONTRACTOR entered into that certain agreement entitled "Agreement for Professional Services by Independent Contractor ("Agreement") to provide PROFESSIONAL ENGINEERING SERVICES FOR THE BEAUMONT MASTER DRAINAGE PLAN (MDP) LINE 2 PROJECT.
- B. CONTRACTOR has requested that the fee should be increased as provided in the request dated June 25, 2024, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference.

AMENDMENT

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

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

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

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

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

CITY OF BEAUMONT

CITY:

CITY OF BEAUMONT

By: _____
David Fenn, Mayor

Date: _____

CONTRACTOR:

EXP U.S. SERVICES, INC.

By:  _____
Print Name: Gabriel Rodriguez

Title: Vice President

Date: August 28, 2024

ATTEST

City Clerk

APPROVED AS TO FORM

John Pinkney, City Attorney

EXHIBIT “A”

PROPOSAL



June 25, 2024

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

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

Dear Mr. Nadeem Syed:

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

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

Sincerely,

EXP U.S. SERVICES INC.

A handwritten signature in black ink, appearing to read 'Christine Brown', written in a cursive, flowing style.

Christine Brown, P.E.
Project Manager

Scope of Work

Task 1: Kick Off Meeting and Data Acquisition

Meetings and Data Acquisition

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

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

Project Description

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

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

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

Task 2: Initial Study (IS)

Administrative Draft IS

Once the Project description has been approved, CONSULTANT will prepare an IS Checklist to confirm the preparation of an appropriate CEQA Documentation for the proposed Project. The IS will be prepared using the most recent revision of the IS Environmental Checklist Form suggested in the CEQA Guidelines Appendix G. In compliance with CEQA Section 15063, the IS will contain the following, in brief form:

- A description of the project, including the location of the project;
- An identification of the environmental setting;

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

The environmental factors outlined in the CEQA checklist include:

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

Final Draft IS

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

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

Task 3: Technical Studies

Task 3.1: Air Quality and Noise

Task 3.1.1: Construction Air Quality and GHG

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

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

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

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

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

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

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

Task 3.1.2: Construction Noise and Vibration

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

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

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

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

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

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

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

Task 3.2: Biological Resources

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

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

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

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

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

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

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

Task 3.2.2: Determination of Biological Equivalent or Superior Preservation

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

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

Assumptions:

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

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

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

Task 3.3: Cultural Resources and Consultation

Task 3.3.1: Records Search Requests & Literature Review

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

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

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

Assumptions:

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

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

Task 3.3.2: Field Survey

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

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

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

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

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

Assumptions:

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

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

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

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

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

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

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

Assumptions:

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

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

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

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

Task 3.3.4: AB 52 Tribal Consultation Support

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

Assumptions:

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

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

Task 3.4: Regulatory Permitting Applications

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

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

Task 3.4.1: Pre-Application Consultation with Agencies

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

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

Task 3.4.2: USACE Clean Water Act Section 404 Permit Notification

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Task 3.4.4: CDFW Notification of Lake or Streambed Alteration Agreement

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

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

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

Task 3.4.5: Regulatory Permitting Response Category

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

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

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

For each CEQA environmental checklist discipline item, the existing environmental setting of the Proposed Project site and surroundings will be characterized from the existing literature base and a site visit by an environmental analyst. An environmental impacts analysis will be prepared for each checklist entry. Based on CEQA-defined significance criteria, CONSULTANT will determine the potential for any adverse or significant adverse impacts and present mitigation measures to reduce any such impacts to a level below significance. CONSULTANT will provide one electronic PDF copy of the Administrative Draft MND for one round of Client review and one round to finalize the revised changes.

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

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

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

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

Task 5: Final MND

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

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

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

Task 6: Project Management

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



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

FIRM: EXP

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

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

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

EXHIBIT “B”

CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com																					
INSURED EXP Global, Inc. 205 N. Michigan Ave, Ste 3600 Chicago, IL 60601	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>XL Insurance America Inc</td><td>24554</td></tr><tr><td>INSURER B:</td><td>AIG Specialty Insurance Company</td><td>26883</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	XL Insurance America Inc	24554	INSURER B:	AIG Specialty Insurance Company	26883	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** W33308926**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		US00057823LI24A	03/31/2024	03/31/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$</td><td>2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>2,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000	MED EXP (Any one person)	\$	5,000	PERSONAL & ADV INJURY	\$	2,000,000	GENERAL AGGREGATE	\$	2,000,000	PRODUCTS - COMP/OP AGG	\$	2,000,000		\$	
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	\$																											
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y		GG47479210	03/31/2024	03/31/2025	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td>2,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$			\$							
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AGGREGATE	\$																											
	\$																											
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ No	N/A	GWG7479208	03/31/2024	03/31/2025	<table><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr></table>	☒ PER STATUTE ☐ 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									
☒ PER STATUTE ☐ 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																										
B	Cont. Pollution Liab.			CPL25893073	03/31/2024	03/31/2025	<table><tr><td>Per Incident:</td><td>\$3,000,000</td></tr><tr><td>Aggregate:</td><td>\$3,000,000</td></tr></table>	Per Incident:	\$3,000,000	Aggregate:	\$3,000,000																	
Per Incident:	\$3,000,000																											
Aggregate:	\$3,000,000																											

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Beaumont, its elected and appointed officers, employees, agents and volunteers are included as an Additional Insureds as respects to General Liability and Auto Liability.

CERTIFICATE HOLDER

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 

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 25771330

BATCH: 3435772

ENDORSEMENT #

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XL PLUS BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COVERAGE DESCRIPTION

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

A. Temporary Substitute Auto Physical Damage

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

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

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

B. Who Is An Insured

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

1. Broad Form Insured

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

2. Employees As Insureds

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

3. Additional Insured By Contract, Agreement Or Permit

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

4. Employee Hired Autos

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

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

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

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

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

C. Supplementary Payments

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

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

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

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

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

D. Amended Fellow Employee Exclusion

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

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

E. Physical Damage Coverage

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

1. Rental Reimbursement

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

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

2. Extra Expense – Broadened Coverage

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

3. Personal Effects Coverage

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

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

4. Lease Gap

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

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

5. Glass Repair – Waiver Of Deductible

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

F. Physical Damage Coverage Extensions

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

1. Additional Transportation Expense

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

2. Hired Auto Physical Damage

The following section is added:

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

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

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

G. Business Auto Conditions

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

1. Notice Of Occurrence

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

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

2. Waiver Of Subrogation

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

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

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

3. Unintentional Failure To Disclose Hazards

The following condition is added:

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

4. Primary Insurance

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

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

H. Bodily Injury Redefined

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

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

I. Extended Cancellation Condition

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

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

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

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

However:

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract 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.