

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into this 11<sup>th</sup> day of September, 2024, by and between the **CITY OF MANTECA**, a public body, corporate and politic ("City") and Dewberry Engineers Inc., a New York corporation ("Consultant").

### **RECITALS**

A. Consultant is specially trained, experienced, and competent to perform the professional services required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions specified herein.

C. City desires to retain Consultant to render the professional services set forth in this Agreement.

### **AGREEMENT**

1. Scope of Services. Consultant shall perform the Public Facilities Implementation Plan Update services described in the attached Attachment 1 that is incorporated by this reference, and pursuant to the Proposal submitted by Consultant dated July 12, 2024, and attached hereto as Attachment 2. Consultant shall provide these services at the time, place, and in the manner specified in Attachment 1, subject to the direction of the City through its staff that may be provided from time to time. Performance of the Public Facilities Implementation Plan Update services is sometimes referred to herein as "the Project."

2. Work Through City Staff. Consultant shall perform its services pursuant to this Agreement solely through City staff. No communications, information or documentations shall be made directly to any applicant to the City without the prior written consent of the City. This shall not apply to the sole request of information or clarification of information by Consultant from the applicant. All requests shall be noted to City in an expeditious manner.

3. Time of Performance. Consultant's services will commence upon execution of this Agreement and shall be completed in accordance with the Schedule of Activities, attached hereto as Attachment 3. All work shall be completed no later than June 30, 2025, Failure to submit work products in accordance with the Schedule of Activities may result in the City withholding progress payments. Repeated failure to complete work products in accordance with the Schedule of Activities may result in a reduction of the total compensation provided for in Section 4 herein.

4. Compensation. Without additional authorization from the City, compensation to be paid to Consultant shall not exceed ONE HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED dollars (\$121,500.00). Payment by City under this Agreement shall not be deemed a waiver of any defects, even if those defects were known to the City at the time of payment.

5. Method of Payment. Consultant shall submit monthly billings to City specifying and describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours expended and by whom, and a description of any reimbursable expenditures.

City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff. Payments may be delayed by City if Consultant fails to provide services in accordance with the Schedule of Activities, unless the City has provided prior written consent to any delay in the schedule.

6. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, the term "Extra Work" means any work that is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without the City's prior written authorization.

7. Termination. This Agreement may be terminated by the City immediately for cause, or by either party without cause upon 15 days' prior written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination upon submittal of an invoice for same.

8. Ownership of Documents; Confidentiality.

A. All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, agents, and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of City upon payment to Consultant for such work. City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request by City. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose.

B. All memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. These materials shall not, without the City's prior written consent, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall these materials be disclosed to any person or entity not connected with the performance of services under this Agreement. Nothing furnished to Consultant that is otherwise known to Consultant, or is generally known, or has become known to the related profession shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to the Project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production, or other similar medium without the City's prior written consent.

9. Consultant's Books and Records.

A. Consultant shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City, for a minimum period of three years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement.

B. Consultant shall maintain all records that document performance under this Agreement for a minimum period of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address specified in Section 16 of this Agreement.

D. Where City has reason to believe that records or documents may be lost or discarded due to the dissolution or termination of Consultant's business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to these records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

10. Independent Contractor. In the performance of the work and services required by this Agreement, Consultant shall act as and be an independent contractor and not an agent, or employee of the City. Consultant shall obtain no rights to retirement or other benefits that accrue to City's employees, and Consultant expressly waives any claim it may have to any such rights.

11. Interest of Consultant.

A. Consultant represents that neither it nor any employee has any investment or interest in real property, and shall not acquire any such interest, direct or indirect, within the area covered by this Agreement, or any other source of income, interest in real property, or investment that would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further represents that, in the performance of its duties hereunder, no person having any such interest shall perform any services under this Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- (1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City, or of any City official, other than normal Agreement monitoring; and

- (2) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

**12. Professional Ability of Consultant.**

A. City is relying upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

B. The primary provider of the services required by this Agreement shall be Dave Richard, PE. A list of other individuals assigned to the Project will be provided to City for its review and approval, and these individuals shall not be replaced without the City's prior written consent.

**13. Compliance with Laws.** Consultant shall use the customary standard of care in its profession to comply with all applicable federal, state, and local statutes, codes, ordinances, and regulations.

**14. Licenses.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals that are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals that are legally required of Consultant to practice its profession.

**15. Indemnification and Hold Harmless.** Consultant agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers, from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therewith), arising out of Consultant's performance of this Agreement, or Consultant's failure to comply with any of its obligations contained in this Agreement; excluding, however, any claim arising out of the active negligence or willful misconduct of the City, its officers, agents, employees, or volunteers.

**16. Insurance Requirements.**

A. Job specific insurance requirements can be found on the attached Attachment 4. Other insurance provisions can be found below:

B. **Endorsements.** Each general liability and automobile liability insurance policy shall be with insurers possessing an A.M. Best's rating of no less than A:VII and shall be endorsed with language substantially as follows:

- (1) The City, its elected and appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with

respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work.

- (2) The policy shall be considered primary insurance as respects the City, its elected and appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
- (3) The insurance shall apply to each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- (4) The insurer waives all rights of subrogation against the City, its elected and appointed officers, officials, employees, and agents.
- (5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officers, officials, employees, agents, or volunteers.
- (6) The insurance provided by the policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after 30 days written notice has been received by the City.
- (7) The City will not accept any endorsements that were issued in 2004. Acceptable endorsement forms are CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of those deductibles or self-insured retentions.

D. Certificates of Insurance. Consultant shall provide to City certificates of insurance with original endorsements as evidence of the required insurance coverage. Certificates of insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:                      City of Manteca  
   1001 W. Center Street  
   Manteca, CA 95337  
   Attention: Cassandra Candini-Tilton, Director/City Clerk

If to Consultant: Dewberry Engineers Inc.  
903 W. Center Street, Suite 1  
Manteca, CA 95337  
Attention: Dave Richard, PE

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in their entirety by this Agreement.

19. Amendments. This Agreement may be amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay any monies due to any such subcontractor other than as may be required by law.

21. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this Agreement.

22. Severability. If any provision of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

23. Controlling Law; Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and any legal action relating to this Agreement shall take place in the Superior Court, County of San Joaquin.

24. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

25. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five

mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

27. Authority to Enter Agreement. Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants to the other that the signatories to this Agreement have the legal power, right, and authority to enter into this Agreement and to bind each party.

28. Prohibited Interests.

A. Consultant warrants that it has not employed or retained any person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has neither paid nor agreed to pay any person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For any breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

B. For the term of this Agreement, no member, officer, or employee of City, during the period of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

30. Precedence. In case of conflict between Consultant's Proposal/Consultant's attachments and the City's Agreement/City's attachments, the City's Agreement and City's attachments shall take precedence over Consultant's proposal/Consultant's attachments.

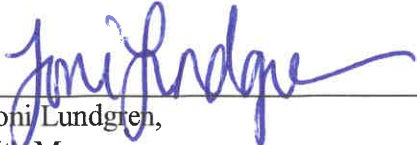
This Space Purposely Left Blank



# ATTACHMENT 3

TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

## CITY OF MANTECA:

  
\_\_\_\_\_  
Toni Lundgren,  
City Manager

## CONSULTANT:


Dewberry Engineers Inc.  
A New York Corporation

## ATTEST:


  
\_\_\_\_\_  
Cassandra Candini-Tilton,  
Director of Legislative Services




By: \_\_\_\_\_

  
\_\_\_\_\_  
(Signature)  
Dave Richard, Associate Vice Principal

## COUNTERSIGNED:

  
\_\_\_\_\_  
Shay Narayan  
Director of Finance


  
Adriana Taylor  
Revenue Manager  
On behalf of Shay Narayan

By: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type name and title)

## COUNTERSIGNED:

  
\_\_\_\_\_  
Stephanie Van Steyn,  
Director of Human Resources

Address: 903 W. Center Street, Suite 1  
Manteca, CA 95337

Telephone: 209.707.3330

## APPROVED AS TO FORM:

L. David Nefouse, City Attorney

By:   
\_\_\_\_\_  
Daniella Green, Assistant City Attorney

**ATTACHMENT 1**  
**SCOPE OF SERVICES**

**CITY OF MANTECA  
PUBLIC FACILITIES IMPLEMENTATION PLAN  
ADDITIONAL ENGINEERING ASSISTANCE  
SCOPE OF SERVICES AND FEE ESTIMATE**

July 12, 2024

The City of Manteca (City) contracted with Dewberry Engineers Inc. (Dewberry) to prepare a Public Facilities Implementation Plan Update (PFIP Update) and associated fee schedules (PFIP Fees). In preparing the PFIP Update, Dewberry completed the following technical memoranda (TM):

- TM 1.0 – Summary of Background Information
- TM 2.0 – Capital Improvement Projects Completed since 2013
- TM 3.0 – PFIP Capital Improvement Projects Yet to be Completed
- TM 4.0 – Comparison of PFIP Capital Improvement Project Costs versus Actual Costs
- TM 5.0 – Evaluation of Demand Factors
- TM 6.0 – Summary of Level of Service Requirements

In addition to the TMs listed above, the Dewberry team also prepared initial versions of the following:

- Policies and Operating Assumptions Report (TM 7.0)
- Preliminary Demographics and Land Use (TM 8.0 – Growth Forecast)

In support of a potential interim PFIP update, the Dewberry team prepared the following documents:

- Interim PFIP Update, Policies and Operating Assumptions Report (TM 7.0, TM 7.0 R1, TM 7.0 R2)
- Interim PFIP Update, Growth Forecast (TM 8.0)
- Interim PFIP Update, Growth Forecast/Phasing Plan (TM 8.1)
- Interim PFIP Update, Updated List of Capital Improvement Projects (TM 9.0, TM 9.0 R1)

Master Plan documents have recently been approved by the City for water and wastewater systems. Recommended capital improvements projects from the 2024 water and wastewater master plans will be considered for inclusion in the PFIP Update.

The City desires to expand the scope of the PFIP update to include projects from the 2024 water and wastewater master plans. This Scope of Services is to prepare documents for the Public Facilities Implementation Plan Fees (PFIP Fees). The following tasks are anticipated:

- Task 1 – Project Management
- Task 2 – Update Policies and Operating Assumptions Report (POAR)

- Task 3 – Confirm Land Use Forecast and Long-term Demographics Assumptions
- Task 4 – Develop Expanded List of Capital Improvement Projects
- Task 5 – Prepare Financing Plan
- Task 6 – Prepare Draft and Final PFIP Report

Each task is described as follows:

## **TASK 1 – PROJECT MANAGEMENT**

Project management activities include: 1) Project Administration, 2) Monthly Project Reports, 3) Project Status Meetings, and 4) Assistance with Public Presentations. Each is described below.

### **1.1 Project Administration**

Project Administration includes supervision and scheduling of project staff; review of work prepared by staff and subconsultants; project coordination; liaison with the Building Industry Association (BIA), property owners, developers, and other stakeholders; monitoring of budget; corresponding with City staff and other interested parties.

### **1.2 Monthly Progress Reports**

Monthly progress reports accompanying invoices will be submitted to the City and will include a discussion of the following:

- Level of Project Completion (work completed and in progress)
- Project Expenditures
- Comparison of Actual Schedule of Progress Versus the Contractual Schedule
- Key Issues and Milestone Decisions

### **1.3 Project Status Meetings**

Monthly project status meetings will be held with City staff and selected stakeholders during preparation of PFIP Fees. Typical agenda items will include:

- Status of Report Elements
- Unresolved Product Issues
- Key Milestone Events
- Critical Decisions
- Upcoming Schedule
- Budget Status
- Action Items

Six project status meetings are assumed under this task.

### **1.4 Assistance with Public Presentations**

Two presentations (including a public hearing) to the City Council and one presentation to the Planning Commission during the preparation of the PFIP Fees are anticipated. The initial presentation to the City Council will be in a workshop format to obtain conceptual approval for the initial infrastructure “needs” list. Subsequent presentations will include a discussion of the proposed Capital Improvement Program (CIP) and Financing Plan. PowerPoint slides and large-scale exhibits will be prepared to illustrate the CIP and financing options. These presentations to the Planning Commission and City Council are expected at the draft PFIP completion milestone.

### **TASK 2 – UPDATE POLICIES AND OPERATING ASSUMPTIONS REPORT (POAR)**

The intent of the POAR is to identify numerical and methodological assumptions that will be used in the preparation of the PFIP. The City is currently reviewing initial assumptions to be used in the PFIP. A draft Summary POAR (TM 7.0 R3) will be prepared incorporating key assumptions for each component of the impact fee and will include a detailed discussion of LOS standards and design criteria consistent with 2024 water and wastewater master plans. Following review by City staff, a final Summary POAR (TM 7.0 R4) will be prepared.

### **TASK 3 – CONFIRM LAND-USE FORECAST**

An initial step in the preparation of the PFIP is to develop a land-use forecast. Specific subtasks are as follows.

#### **3.1 Assess Potential Fee Zone Geography**

This subtask involves assessing the potential fee zone geography to be used in updating the PFIP and compiling a digital basemap for use in preparing the development forecasts. The subtask also includes setting up and compiling digital map resources for preparing the growth forecasts. Preparation of the development forecasts will rely upon the use of the City geographic information system. General Plan land use polygons in digital map form (in lat/lon shapefile format) are assumed to be available from the City and General Plan consultant.

#### **3.2 Inventory Approved and Proposed Development Projects**

Current development projects will be inventoried and mapped. The inventory will include known incomplete development projects, including those already entitled, those that have filed subdivision maps, and those that have made any inquiries to the City.

#### **3.3 Prepare City-Wide Development Forecasts**

The Dewberry Team will prepare a City-wide development forecast using information provided by the General Plan consultant, BIA, and the local development community and in consideration of approved and proposed development projects and historical absorption rates. The forecast will consider the location of development to determine nexus.

**3.4 Summarize Growth Forecast**

The Dewberry Team will prepare an updated Growth Forecast TM (TM 8.0 R1) including sufficient details to serve as the foundation for the remainder of the PFIP. The growth forecast will be consistent with the forecast used in the General Plan and the 2024 Water and Wastewater master plans. The Growth Forecast will be presented to City staff for review and comment.

**TASK 4 – DEVELOP EXPANDED LIST OF CAPITAL IMPROVEMENT PROJECTS**

An expanded list of capital improvement projects for water, wastewater, storm drainage, and transportation will be prepared incorporating recommended projects from the 2024 water and wastewater master plans. Improvements will be tied to specific development triggers. The cost estimates for each recommended improvement will include a brief project description with the type, name, location, size or quantity, construction cost, land cost, contingency assumptions, and total cost. Cost estimates will be reviewed for reasonableness and consistency with the latest industry norms. The CIP will then be summarized in a technical memorandum (TM 9.1), organized by facilities type and development trigger.

**TASK 5 – PREPARE FINANCING PLAN**

The Dewberry Team will prepare a financing plan, compiling the results of the PFIP benchmarking activities, growth forecast, and capital improvement projects. Specific tasks are as follows:

**5.1 Define Financing Parameters**

This subtask will define the assumptions for the models used to calculate fees or other sources of funding. This step includes identifying the financing sub-zones to be used, identifying City policy regarding possible uses of bonded debt, and providing technical assistance to the City with respect to the timing of adoption and imposition of the fee program including timing of fees collection versus funding availability for construction. Other financing agreements that may affect the financing plan and development fee program will be analyzed and the financial impact of these other agreements will be incorporated into the PFIP.

**5.2 Examine Existing Deficiencies**

The Dewberry Team will provide assistance to the City in identifying projects that remedy existing deficiencies but do not have a benefit to new growth. In addition, calculations will be prepared that identify the portion of proposed facilities that serve existing development in situations where a project must be split between new and existing development. The cost of projects that serve existing development will be included in the financing plan but will not be funded from development fees. Results of the existing deficiency analysis will be presented in TM 10.0.

**5.3 Develop Land Use Equivalent Schedules**

A land use equivalent schedule measures the relative burden placed on a category of service, compared to the predominant single-family residential land-use category. These relative amounts of use can then be normalized, where the predominant single-family land-use category (per square foot)

has a relative demand of 1.0. All other land-use categories can be measured in terms of their relative demand, expressed as per 1,000 square feet of building area for non-residential uses.

Land use equivalent schedules will be compiled for each facility class based on generation, use, and demand rates as presented in the updated facilities plans. The land use equivalent schedules will be the basis for determining the fee imposed on each land-use category and will be presented to the City in spreadsheet form with the calculations attached.

#### **5.4 Prepare Burden Analysis**

As soon as a “needs list” and updated cost estimates are available, an estimate of “financing burden” will be prepared. This analysis will produce the first estimate of order-of-magnitude impact fees. These fees will be compared to a minimum of five other cities in the region to establish “competitiveness.”

The results of this analysis including a discussion of differences in fees, will be summarized in TM 11.0 for City review and comment.

#### **5.5 Prepare Forecast of Impact Fees**

The purpose of this subtask is to calculate the updated fees in the PFIP. The beginning fund balances, other financing agreements, development forecasts, land use equivalents, and CIPs will be brought together in a cash-flow model to calculate the updated development impact fees. As part of this task, the project costs funded from the impact fee program will account for all existing sources of financing, as well as new sources of financing that can be reasonably assumed.

The cash-flow model is a mathematical template that will be used to calculate each fee in the PFIP. The cash-flow templates will be in a common format and will facilitate the conclusion about whether pay-as-you go financing is feasible for the phased development scenarios, whether an average fee will be sufficient to fund required infrastructure on a timely basis, whether borrowing between PFIP accounts will solve interim cash-flow problems, or whether consideration must be given to other methods to address cash-flow issues. The cash-flow model will incorporate the City’s policy regarding inter-fee-fund borrowing and will be used to evaluate the ability of the various fee funds to use inter-fund borrowing to solve short-term cash-flow deficiencies.

This subtask will result in creating the cash-flow models with inter-fee fund borrowing for each fee and includes three iterations of fee calculations and two meetings with City staff to review these results and respond to comments. The results will be presented to the City in spreadsheet format. One presentation to the BIA is anticipated under this task (Task 1.3).

#### **5.6 Prepare Finance Plan Report**

The purpose of this subtask is to prepare a report and tables detailing the findings and results of the PFIP. After the final calculation of the final version of the impact fees, the results will be summarized and presented to the City in TM 12.0 compiling the various analyses and technical memoranda prepared. TM 12.0 will represent Nexus documents demonstrating a reasonable relationship exists

between the impact fee to be levied on each land use category and the cost of proposed facility improvements.

#### **TASK 6 – PREPARE DRAFT AND FINAL PFIP REPORT**

The PFIP report will be prepared for ultimate City Council adoption. The report will be inclusive of the fees, project descriptions and estimates, and phasing plans for each of the categories listed below. This report will include the following sections:

- Executive Summary and Introduction
- Water
- Wastewater
- Storm Drainage
- Transportation

Each facilities section will be organized as follows: 1) description of the LOS standard; 2) summary table of land use equivalents; 3) discussion of methodology used to derive land use equivalents; 4) discussion of fee zone, if any; and 5) discussion of the planned improvements. Each report section is expected to be five to ten pages in length, including text, a phased cost summary, and an exhibit depicting major facilities.

A draft of the PFIP will be prepared for submission to the City. The Dewberry Team will participate in a workshop with City staff where the draft will be presented. Based on comments received, the final PFIP will be prepared. The findings in the final report will be presented to the Planning Commission and the City Council.



**ATTACHMENT 2**

**CONSULTANT'S PROPOSAL**

**FEE ESTIMATE**

The estimated fee to complete the above tasks is \$121,500, summarized as follows:

Task 1 – Project Management	\$12,500
Task 2 – Update Policies and Operating Assumptions Report (POAR)	\$8,000
Task 3 – Confirm Land-Use Forecast	\$6,000
Task 4 – Develop Expanded List of Capital Improvement Projects	\$15,000
Task 5 – Prepare Financing Plan	\$50,000
Task 6 – Prepare Draft and Final PFIP Report	\$30,000

**ATTACHMENT 3**  
**SCHEDULE OF ACTIVITIES**

**CITY OF MANTECA  
PUBLIC FACILITIES IMPLEMENTATION PLAN  
ADDITIONAL ENGINEERING ASSISTANCE  
SCHEDULE OF ACTIVITIES**

**July 12, 2024**

The following are the activities associated with the PFIP and projected completion dates:

**Task 1 – Project Management**

Continuous

**Task 2 – Update Policies and Operating Assumptions Report (POAR)**

August 2024

**Task 3 – Confirm Land Use Forecast and Long-Term Demographics Assumptions**

August 2024

**Task 4 – Develop Expanded List of Capital Improvement Projects**

August 2024

**Task 5 – Prepare Financing Plan**

September 2024

**Task 6 – Prepare Draft and Final PFIP Report**

November 2024

**ATTACHMENT 4**

**INSURANCE REQUIREMENTS**

**EXHIBIT 1****Insurance Requirements for Professional Services****INSURANCE REQUIREMENTS**

Consultants shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

**Minimum Limits of Insurance:** Coverage shall be at least as broad as:

**Commercial General Liability**

- Commercial General Liability Insurance with \$2,000,000 minimum limit per occurrence.
- If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Commercial General Liability Additional Insured Endorsement naming the following as insured **on 2001 or earlier issued endorsement forms:**  
    *"City of Manteca, its officers, officials, employees, agents, and volunteers".*

**Automobile Liability**

If the vehicles are brought onto city facilities, covering any auto, or of Contractor has no owned autos, hired, and non-owned autos, the Contractor shall maintain automobile liability with limits no less than:

- Automobile Liability Insurance with \$1,000,000 minimum limit per accident for bodily injury and property damage.
- Automobile Liability Additional Insured Endorsement naming the following as additional insured:  
    *"City of Manteca, its officers, officials, employees, agents, and volunteers".*

**Worker's Compensation**

As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

**Professional Liability (Errors and Omissions)**

Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate

**Other Insurance Provisions:**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Manteca, its officers, officials, employees, agents and volunteers are to be covered as insured's as respect to: liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 and CG 20 37 if completed operations coverage is required.
2. For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers, shall be excess of the Consultant's insurance and shall not contribute with it.

3. The applicant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Manteca.

### **Verification of Coverage**

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Manteca reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### **Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Manteca

### **Waiver of Subrogation**

Consultant hereby grants to The City of Manteca a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

### **Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that The City of Manteca is an additional insured on insurance required from subcontractors.

### **SPECIAL RISKS OR CIRCUMSTANCES**

The City of Manteca reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.



# CERTIFICATE OF LIABILITY INSURANCE

## ATTACHMENT 3

DATE (MM/DD/YYYY)  
07/09/2024

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).

<b>PRODUCER</b> MARSH USA, LLC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386	<b>CONTACT</b> <b>NAME:</b> Ashley Oliver <b>PHONE</b> (A/C, No, Ext): 410 347 3631 <b>E-MAIL</b> ADDRESS: Ashley.Oliver@marsh.com	<b>FAX</b> (A/C, No):
CN102736896-7/1-1.1CA-24-25	GAWU	
<b>INSURED</b> DEWBERRY ENGINEERS INC. 11060 WHITE ROCK ROAD, SUITE 200 RANCHO CORDOVA, CA 95670		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Travelers Property Casualty Co. Of America		25674
<b>INSURER B :</b> N/A		N/A
<b>INSURER C :</b> The Travelers Indemnity Company of Connecticut		25682
<b>INSURER D :</b> Beazley Insurance Company, Inc.		37540
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**COVERAGES** **CERTIFICATE NUMBER:** CLE-006885895-15 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL INS. COV. (INSURED CONTRACTS) GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	P-630-7792B312-COF-24	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-1N788974-24-43-G	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP / COLL DED: \$ 1,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			CUP-4J583077-24-43	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-6P972264-24-43-G	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<b>PROFESSIONAL LIABILITY</b>			V11B5E241501 RETRO. DATE: FULL PRIOR ACTS	07/01/2024	07/01/2025	PER CLAIM/AGGREGATE 5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
DEWBERRY PROJECT/ JOB/ PLN# 50154107; BU# 2320; RE: PFIIP INTERIM UPDATE.  
THE CITY OF MANTECA, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO GENERAL LIABILITY. THE GENERAL AND AUTO LIABILITY INSURANCE IS PRIMARY AND NON-CONTRIBUTORY OVER ANY EXISTING INSURANCE AND LIMITED TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED AND WHERE REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS APPLICABLE WHERE REQUIRED BY WRITTEN CONTRACT WITH RESPECTS TO GENERAL LIABILITY. \*\*\*PLEASE SEE ADDITIONAL PAGE FOR NOTICE OF CANCELLATION\*\*\*

<b>CERTIFICATE HOLDER</b> City of Manteca 1001 W. Center Street Manteca, CA 95336	<b>CANCELLATION</b> 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 of Marsh USA LLC  
--	--

© 1988-2016 ACORD CORPORATION. All rights reserved.



# ATTACHMENT 3

AGENCY CUSTOMER ID: CN102736896

LOC #: Washington



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, LLC.		NAMED INSURED DEWBERRY ENGINEERS INC. 11060 WHITE ROCK ROAD, SUITE 200 RANCHO CORDOVA, CA 95670
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

AS RESPECTS THE GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIABILITY, AND WORKERS' COMPENSATION COVERAGES EVIDENCED ABOVE, NOTICE OF CANCELLATION WILL BE PROVIDED BY THE INSURER(S) TO THE CERTIFICATE HOLDER PER THE ATTACHED AS REQUIRED BY WRITTEN CONTRACT. AS RESPECTS THE PROFESSIONAL LIABILITY COVERAGE EVIDENCED ABOVE, IF THIS POLICY IS CANCELLED BY THE INSURER, OTHER THAN FOR NON-PAYMENT OF PREMIUM, THE INSURER WILL PROVIDE 30 DAYS WRITTEN NOTICE TO CERTIFICATE HOLDER.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

**3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

#### **Duties Of An Additional Insured**

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

**COMMERCIAL GENERAL LIABILITY**

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

POLICY NUMBER: 810-1N788974-24-43-G

COMMERCIAL AUTO  
ISSUE DATE: 06-21-24**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****VIRGINIA BLANKET CANCELLATION  
AND NONRENEWAL NOTICE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
AUTO DEALERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM**

In the event of cancellation or nonrenewal or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or nonrenewal or material change to:

**SCHEDULE**

Any person or organization to whom you have agreed to under any contract or agreement that notice of cancellation or material limitation of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation or nonrenewal or material change of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

**3. Number of days advance notice:**

<b>Cancellation for nonpayment of premium:</b>		<b>Days</b>
<b>Cancellation other than nonpayment of premium:</b>	<b>30</b>	<b>Days</b>
<b>Nonrenewal:</b>		<b>Days</b>
<b>Material change:</b>		<b>Days</b>

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

POLICY NUMBER: P-630-7792B312-COF-24

ISSUE DATE: 06-24-24

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED PERSON OR ORGANIZATION – NOTICE OF  
CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

**SCHEDULE**

**CANCELLATION:**

**Number of Days Notice:**

30

**PERSON OR  
ORGANIZATION:**

ANY PERSON OR ORGANIZATION  
(CONTINUED ON IL T8 06)

**ADDRESS:**

SEE IL T8 06

FAIRFAX  
VA  
22031

**PROVISIONS**

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

# ATTACHMENT 3

POLICY NUMBER: P-630-7792B312-COF-24

GENERAL PURPOSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US  
IL T4 05 05 19

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:  
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

CONTINUATION OF FORM IL T4 05, PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED SHOWN IN THE DECLARATIONS RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

**NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.**

Effective date of this Endorsement: 01-Jul-2024

This Endorsement is attached to and forms a part of Policy Number: V11B5E241501  
Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

**DEWBERRY NOTICE OF CANCELLATION TO CERTIFICATE HOLDER**

This endorsement modifies insurance provided under the following:

**ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that in addition to the provisions of the Cancellation section of the Conditions, if this policy is cancelled by us, other than for non-payment of premium, we will provide 30 days written notice to the following party(ies):

As per list to be provided by the Named Insured or its Broker of Record.

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative

**POLICY NUMBER: CUP-4J583077-24-43**

**ISSUE DATE: 06/24/2024**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED PERSON OR ORGANIZATION – NOTICE OF  
CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

**ALL COVERAGE PARTS INCLUDED IN THIS POLICY**

**SCHEDULE**

**CANCELLATION:**

**Number of Days Notice:**

**30**

**PERSON OR  
ORGANIZATION:**

**ANY PERSON OR ORGANIZATION TO WHOM YOU  
HAVE AGREED IN A WRITTEN CONTRACT THAT  
NOTICE OF CANCELLATION OF THIS POLICY  
WILL BE GIVEN, BUT ONLY IF:**

- 1. YOU SEND US A WRITTEN REQUEST TO  
PROVIDE SUCH NOTICE, INCLUDING THE  
NAME AND ADDRESS OF SUCH PERSON OR  
ORGANIZATION, AFTER THE FIRST NAMED  
INSURED RECEIVES NOTICE FROM US OF  
THE CANCELLATION OF THIS POLICY, AND**
- 2. WE RECEIVE SUCH WRITTEN REQUEST AT  
LEAST 14 DAYS BEFORE THE BEGINNING OF  
THE APPLICABLE NUMBER OF DAYS SHOWN  
IN THIS SCHEDULE.**

**ADDRESS:**

**THE ADDRESS FOR THAT PERSON OR ORGANIZ-  
ATION INCLUDED IN SUCH WRITTEN REQUEST  
FROM YOU TO US.**

**PROVISIONS**

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.





**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY  
ENDORSEMENT WC 99 06 R4 (00) - 001**

POLICY NUMBER: UB-6P972264-24-43-G

## NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to **PART SIX – CONDITIONS** :

### Notice Of Cancellation Or Nonrenewal To Designated Persons Or Organizations

If we cancel or non-renew this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation or non-renewal to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation or nonrenewal is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation or nonrenewal to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation or nonrenewal.

### SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice:
<b>ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NON RENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:</b>	<b>30</b>

1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NON RENEWAL OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:  
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

All other terms and conditions of this policy remain unchanged.

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

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

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium \$

Insurance Company

Countersigned by \_\_\_\_\_

DATE OF ISSUE: 06-21-24 ST ASSIGN:

Page 1 of 1