

**AMENDMENT NO. 2 TO THE AGREEMENT FOR
PROFESSIONAL SERVICES BETWEEN THE
CITY OF MANTECA AND CAROLLO ENGINEERS, INC.**

This Amendment No. 2 (“Amendment”) to Agreement #C2023-136 (“Agreement”) between the City of Manteca and Carollo Engineers, Inc. is made and entered into this 5th day of May, 2025, by and between Carollo Engineers, Inc., a Delaware corporation (“Consultant”) and the City of Manteca, a municipal corporation (“City”).

RECITALS

A. On November 6, 2023, the City of Manteca approved an Agreement with Consultant to provide professional services for the Design and Engineering services for the Wastewater Quality Control Facility (WQCF) Sludge Thickener & Dewatering Unit No. 3 System Design Project CIP 24006 & 24007.

B. City now desires to amend the Agreement in order to expand the scope of services to be undertaken by the Consultant.

C. Consultant represents that it has the necessary professional skills and experience to satisfactorily provide consulting services in a timely manner.

D. City desires to engage Consultant for the purposes of completing the scope of services identified.

NOW, THEREFORE, the parties hereby agree as follows:

1. Statement of Work. Attachment 1 to the Agreement is hereby amended by adding the tasks set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by reference, “Statement of Work and Activities #3”.

2. Paragraph 3 of the Agreement is hereby amended to read as follows:

“3. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City. All such work shall be completed no later than **December 31, 2028**.”

3. Paragraph 4 of the Agreement is hereby amended to read as follows:

“4. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Attachment 1, which is incorporated herein by reference. In addition to the Compensation for the Agreement, compensation for Amendment No. 2 services shall in no event exceed **Eight Hundred Thousand Dollars (\$800,000)** without additional authorization from

the City. In no event shall total compensation for work performed pursuant to this Agreement and Amendments No. 1 & No. 2 exceed **Two Million Six Hundred Ninety Six Thousand Eight Hundred Eighteen Dollars (\$2,696,818)** without additional authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.”

4. Except as otherwise provided in this Amendment, the Agreement shall continue in full force and effect.

THIS SPACE INTENTIONALLY LEFT BLANK

TO EFFECTUATE THIS AMENDMENT, 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:

CONSULTANT:



Tom Lundgren
City Manager

Carollo Engineers, Inc.


*(Type name of Consultant/form of organization)**

ATTEST:





Cassandra Candini-Tilton,
Director of Legislative Services

By: 

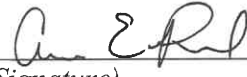
(Signature)
Ryan Sellman, Vice President

(Type name and title)

COUNTERSIGNED:




Shay Narayan *Matt Boring*
Interim Director of Finance

By: 

(Signature)
Anne Prudhel, Executive Vice President

(Type name and title)

COUNTERSIGNED:



Stephanie Van Steyn,
Director of Human Resources

Address: 2880 Gateway Oaks Dr. #300
Sacramento, CA 95833
Telephone: 916-565-4888

APPROVED AS TO FORM:

L. David Nefouse, City Attorney

By: 

Daniella Green, Assistant City Attorney

ATTACHMENT 1

STATEMENT OF WORK AND ACTIVITIES #3

Introduction

The City of Manteca (City) is implementing the WQCF Sludge Thickener and Dewatering Unit No. 2 Project (Project). Carollo Engineers (Consultant) is the design engineer for the Project. Consultant's Scope of Services herein is to provide engineering services during the construction phase of the Project. For the purposes of this scope, it is assumed that the Project construction duration will be 33 months.

Specific services to be provided by Consultant are outlined herein.

Scope of Services

Task 5 – Engineering Service During Construction

5.1 Project Management

Consultant will perform project management necessary to plan, execute, monitor, and report the project's progress to the City for this Task over an estimated 33-month construction period. Consultant shall prepare a monthly progress letter report for attachment to the monthly invoice to track and report status of budget expenditures and key work products completed during the billing period.

5.2 Construction Meeting

Consultant will attend the following construction meetings based on the following assumptions:

- Pre-Construction Meeting – Three Consultant team members will attend the pre-construction meeting.
- Weekly Construction Meetings – One Consultant team members will attend a total of 70 weekly construction meetings via virtual telephone conference meetings. One Consultant team member will attend 15 weekly construction meetings in-person.
- Substantial Completion Meeting – Consultant will attend a substantial completion meeting near the end of the construction period to observe and check status of construction activities. Consultant will prepare and submit a preliminary punch-list of corrective items to the Construction Manager to add into their punch list for the Contractor to complete before final completion.

It is anticipated that all construction meetings will be 1-hour in duration (exclusive of travel time for in-person meetings). The City will coordinate and conduct all meetings and prepare meeting minutes for distribution to the Consultant and Contractor.

5.3 Request for Information

Consultant will receive, log, review, and respond to requests for information (RFIs) from the Contractor forwarded by the City. In responding to the RFIs, Consultant will issue interpretations and clarifications to the contract documents. For budgeting purposes, Consultant will respond to 75 RFIs assuming an average processing and review time of 4 hours per RFI. Note, the budget estimated for this task may be higher or lower depending on the final number of RFIs reviewed and the complexity of each RFI submitted by the Contractor.

5.4 Submittals

Consultant will receive, log, review, and respond to submittals from the Contractor forwarded by the City. Submittals will be reviewed in accordance with the contract documents and include two types of submittals.

- General submittals – These are submittals that generally include routine elements such as subgrade materials, epoxies, grout, sealants, valves, piping, etc. that require a single lead reviewer and shorter duration to complete. For budgeting purposes, Consultant will respond to 100 general submittals and 50 resubmittals assuming an average processing and review time of 6 hours per submittal and 3 hours per resubmittal.
- Major submittals – These are submittals that generally include more complicated elements such as pumps, mechanical equipment, MCCs, VFDs, etc. that require multiple reviewers and longer duration to complete. For budgeting purposes, Consultant will respond to 26 major submittals/resubmittals assuming an average processing and review time of 20 hours per submittal/resubmittal.

Note, the budget estimated for this task may be higher or lower depending on the final number of submittals/resubmittals reviewed and the completeness of each submittal/resubmittal submitted by the Contractor.

5.5 Site Observations

Consultant's discipline engineers (civil, structural, mechanical, electrical, and instrumentation) will attend 10 site observations in person on an as-requested basis to observe field construction issues and discuss technical elements. For budgeting purposes, Consultant assumes an average time of 4 hours are required to perform each site observation.

5.6 Design Clarifications

Consultant will prepare 10 design clarifications to clarify and/or change the intent of the contract documents at the request of the City. In preparing each design clarification, Consultant will issue revised specifications, revised drawings, and/or new sketches as needed to clarify and/or change the intent of the contract documents for the City's review and transmittal to the Contractor. For budgeting purposes, Consultant assumes an average time of 10 hours are required to prepare each design clarification.

5.7 Change Order Requests

Consultant will assist the City in reviewing a total of 5 change order requests submitted by the Contractor. Consultant's review will be limited to the technical merits of the change order requests and providing input on applicable unit and material prices of selected items. For budgeting purposes, Consultant assumes an average time of 4 hours are required to review each change order request.

5.8 Geotechnical Engineering Support Services

Consultant's geotechnical engineer will provide geotechnical support services for project components that are anticipated to require geotechnical involvement. For budgeting purposes, an allowance of \$15,000 for the geotechnical engineering subconsultant has been included.

5.9 Conformed Documents

Consultant will prepare conformed documents based on updating the bid documents PDF set with replacing individual specification sections and drawings from the addenda. Conformed specifications will

be provided in Word and PDF formats. Conformed drawings will include the addenda clouds and deltas, have a conformed documents stamp added in Bluebeam, and will be provided to the City in PDF format.

5.10 Onsite Start-up and Commissioning Support (Optional)

Consultant will provide the City with onsite start-up and commissioning assistance services on an as-requested basis. For budgeting purposes, Consultant assumes it will attend 20 site visits in person to observe start-up and commissioning activities for major process equipment. It is assumed an average time of 10 hours are required to perform each site visit. It is assumed that review of all start-up and commissioning submittals will be part of Task 5.4 - Submittals.

5.11 O&M Manual Updates (Optional)

Consultant will prepare updates to the City's existing WQCF Operations and Maintenance (O&M) Manual (Nolte, May 2008) for the following:

- Chapter 22 – Sludge Thickening:
 - Replace the entire chapter in similar format for the new Sludge Blend Tanks, RDT Facility, and Thickening Odor Control Facility.
- Chapter 24 – Mechanical Dewatering Facility:
 - Update existing chapter to include the addition of the third centrifuge.
- Chapter 27 – Normal Power Systems:
 - Update existing chapter to include the replacement of MCC-E.

Consultant assumes original O&M Manual will be provided in Word format for editing and final deliverable will be updated Word files and compiled PDF of the updated O&M Manual. Consultant understands that the City has a new electronic O&M that is managed by Stantec. Since it is unclear at this time on the best way to update this manual, Consultant plans to provide a word documents and PDFs for the O&M that the City can then upload into their electronic O&M manual. Consultant assumes this task does not include setting up an online electronic O&M Manual or updating an existing online electronic O&M Manual.

5.12 Centrifuge Polymer Jar Testing (Optional)

This task will be refined after meeting with City staff and discussing options available and extent of effort for polymer jar testing for the centrifuges. It is assumed that the City will provide the For budgeting purposes, an allowance of \$31,464 has been included for this task.

5.13 Record Drawings (Optional)

Consultant will prepare record drawings using Consultant's standard format to include changes made during the construction period after contract closeout. It is assumed that the Contractor and/or CM will maintain a current set of marked-up drawings detailing field changes and clarifications. Consultant will not be responsible for field measuring as-built conditions and will rely solely on the information provided by the Contractor as the basis for preparing the record drawings. Record drawings will be prepared using Consultant's standard format and will be provided to the City in both AutoCAD and PDF formats.

Consultant Deliverables for Task 5:

- Progress letter reports with each invoice.

- Attendance/teleconference and input at the construction meetings.
- Preliminary punch-list.
- RFI responses.
- Submittal review comments.
- Design clarifications.
- Change order requests review comments.
- Electronic copy of the conformed specifications in Word format.
- Electronic copy of the conformed specifications in PDF format.
- Electronic copy of the conformed drawings in PDF format.
- Optional Tasks Deliverables:
 - Electronic copy of the O&M Manual updates in Word format.
 - Electronic copy of the O&M Manual updates in PDF format.
 - Centrifuge polymer jar testing results memorandum.
 - Electronic copy of the record drawings in PDF format.
 - Electronic copy of the record drawings in AutoCAD format.

Budget:

Table 1 presents the labor and budget estimates for this project.

Assumptions:

The following assumptions were used in developing the Scope of Services:

- Consultant shall perform the services required hereunder in accordance with the prevailing standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of California.
- The City will provide a seasoned professional construction manager for the duration of the project working full time, including coverage during extended working hours by the contractor.
- The City will provide a seasoned professional inspector who has experience in complex plant upgrade/retrofit projects of similar scope and construction cost for the duration of this project.
- The City will coordinate and pay for all testing.
- The City will coordinate and pay for specialty inspections.
- The CM will be responsible for arranging, agenda preparation, and meeting minutes for all construction-related meetings.
- The CM will have the primary responsibility for enforcement of all terms of the construction contract.
- The CM will provide CONSULTANT'S staff with training and multiple licenses to the web-based construction document management system software used on the Project at no cost.
- The construction duration of the project is limited to thirty three (33) months.
- All RFIs and submittals will be forwarded to the CONSULTANT through the CM using the web-based construction document management system.
- The Contractor and CM will implement quality control measures to screen each submittal prior to forwarding to the CONSULTANT for review.
- The CM will review the schedule of values, progress payments, and construction schedule submittals.

- All other direct costs related to factory witness testing will be borne by the Contractor in accordance with the contract documents.
- Modifications to drawings that may accompany responses to RFIs may be revisions to the CAD drawing(s), Bluebeam markups to the drawings, figures, and/or sketches at the CONSULTANT'S discretion.
- The CM will have the primary responsibility for the final punch list and project close-out.
- Updated conformed drawing AutoCAD files will not be provided.
- Preparation of record drawings is not included.
- Field test witnessing and factory test witnessing is not included.
- Participation in commissioning meetings and field visits is not included.
- Optional Tasks Assumptions:
 - Record drawings will be solely based on the information provided by the Contractor and the CM.
 - Contractor will provide a single compiled set of mark ups to the drawings.
 - Preparation of the Record drawings will be initiated at the end of construction.

Conditions and Assumptions Relevant to Scope of Services:

It is Consultant's experience that an upper limit of \$799,531 will not be sufficient to provide engineering support services during construction for the full project duration for a project of this scope, complexity, and construction cost. More specifically, it is Consultant's experience that the level of effort assumed for Tasks 5.1 through 5.9 and associated budget for these same tasks authorized in this contract is approximately 46 percent of the required effort over the duration of the full project.

Relative to the level of effort estimates, Consultant underscores, and Owner agrees, that the estimates are based on Consultant's experience as reasonable level of effort benchmarks, but are not, and should not be considered as absolute values. For any specific work element, the level of effort may be less or may be more.

Accordingly, it is the Consultant's understanding that the Owner intends to amend the scope of services and associated budget when (or before) Consultant's effort and budget expenditures reaches the upper limit of this scope of services. Future amendments will likely include supplements to any or each of Tasks 5.1 through 5.9, and will also include additional scope elements not included herein including but not limited to record drawings and start-up and commissioning support.

To these points, there are other material and relevant conditions and assumptions for this scope of services:

- Neither Owner nor Consultant can predict the point in the construction duration when Consultant's level of effort for engineering services will reach the upper limit of the contract. Accordingly, consultant offers no warranty regarding when a supplemental amendment for scope and budget will be required.
- Consultant understands, and Owner agrees, that Consultant will not perform any work in excess of the upper limit of this scope without a corresponding scope and budget amendment.
- Consultant assumes that Owner will provide full time CM and inspection services, using professionals with experience in treatment plant retrofit/upgrade projects of similar scope and

construction cost. This is relevant because staffing at less than these levels, or staffing with inexperienced CM or inspection staff, will in Consultant's experience, significantly increase the involvement and level of effort of Consultant to support Owner, and will result in a shorter duration to reach the budget limit of this scope.



CERTIFICATE OF LIABILITY INSURANCE

7/4/2025

DATE (MM/DD/YYYY)

7/1/2024

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.

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.

Table with 2 main columns: PRODUCER (Lockton Companies) and INSURED (CAROLLO ENGINEERS, INC.), and a sub-table for INSURER(S) AFFORDING COVERAGE listing Zurich American, American Guarantee and Liab. Ins. Co., and Allied World Surplus Lines.

COVERAGES CERTIFICATE NUMBER: 19955502 REVISION NUMBER: XXXXXXXX

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.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) WQCF Sludge Thickener and Dewatering Unit No. 3 System Design Project.

CERTIFICATE HOLDER

CANCELLATION See Attachments

Table with 2 columns: CERTIFICATE HOLDER (19955502, City of Manteca) and 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: Joseph M. Amello).

ATTACHMENT 4

CONTINUATION DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS (Use only if more space is required)

Waiver of subrogation applies to general liability, auto liability, and workers compensation/employer's liability where allowed by state law and as required by written contract. General Liability and Auto Liability include severability of interests. Thirty (30) days' notice of cancellation by the insurer will be provided to the Certificate Holder, ten (10) days' notice in the event of non-payment of premium. The excess/umbrella liability is considered follow form over the general liability, auto liability and employer's liability subject to the policy terms, conditions and exclusions.

Attachment Code: D573119 Certificate ID: 19955502

POLICY NUMBER: 0313-9010

ENDORSEMENT

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(IES)

Policy No. 0313-9010
Issued to Carollo Engineers, Inc.
Issued by Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that Section VIII. CONDITIONS, Subsection H. is amended to include the following:

In the event of cancellation or non-renewal of this Policy, the **Company** will provide a thirty-day notice to the entity with whom the **Named Insured** has agreed, pursuant to a prior written contract, to provide to such entity with a notice of cancellation or non-renewal. Provided, however, that in the event of cancellation for non-payment of premium, the **Company** shall provide to such entity a ten-day notice of cancellation before the effective date of cancellation.

In addition, in the event of a reduction in the Limits of Liability of this Policy not resulting from payment of **Damages** or **Defense Expenses**, the **Company** will provide a sixty-day notice to the entity with whom the **Named Insured** has agreed with, pursuant to a prior written contract, to provide such entity with a notice of such reduction in limits.

As a condition precedent to providing the notices specified above, the **Named Insured** will provide the **Company**, within ten (10) business days of the **Company's** request, the names and addresses of the entities with whom the **Named Insured** agreed to provide the notices specified above. In the event the **Named Insured** omits or fails to provide the foregoing information, the **Company** shall not provide such notices.

The **Company's** failure to provide such notices will not extend the Policy cancellation date, negate cancellation, non-renewal or reduction in limits, of this Policy. Nor shall such failure be cause for legal action against the **Company**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

CEI Manu (06/23)

Attachment Code: D586786 Certificate ID: 19955502

POLICY NUMBER: BAP 9730571

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D.** If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s): _	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured	30

All other terms and conditions of this policy remain unchanged.

U-CA-811-A CW (05/10)

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Attachment Code: D586787 Certificate ID: 19955502

POLICY NUMBER: GLO 9730569

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part**

- A.** If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If coverage afforded by this Coverage Part(s) is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D.** If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured	30

All other terms and conditions of this policy remain unchanged.

**NOTIFICATION TO OTHERS OF CANCELLATION, NONRENEWAL OR
REDUCTION OF INSURANCE ENDORSEMENT**

This endorsement is used to add the following to Part Six of the policy.

**PART SIX
CONDITIONS**

- A. If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If coverage afforded by this policy is reduced or restricted, except for any reduction of Limits of Liability due to payment of claims, we will mail or deliver notice of such reduction or restriction to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D. If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s)/Organizations:	All Certificate holders where notice of cancellation is required by written contract with the Named
Number of Days Notice:	30

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.)

Attachment Code: D573129 Certificate ID: 19955502

POLICY NUMBER: GLO 9730569

**COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**

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, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract mark or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
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.

Attachment Code: D573181 Certificate ID: 19955502

POLICY NUMBER: GLO 9730569

**COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED 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)	Location(s) Of Covered Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Attachment Code: D573181 Certificate ID: 19955502

POLICY NUMBER: GLO 9730569

C. 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.

Attachment Code: D579070 Certificate ID: 19955502

POLICY NUMBER: GLO 9730569

Other Insurance Amendment - Primary and Non-Contributory

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- 1. The following paragraph is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:**

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

- 2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

Attachment Code: D573125 Certificate ID: 19955502

POLICY NUMBER: BAP 9730571

**COMMERCIAL AUTO
CA 20 48 10 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

SCHEDULE

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

Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Waiver Of Subrogation (Blanket) Endorsement

Policy No. GLO 9730569
Eff. Date of Pol. 7/4/2024
Exp. Date of Pol. 7/4/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:
If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights applies only with respect to the above contract(s) and shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Attachment Code: D573128 Certificate ID: 19955502

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Any person or organization you are required to waive your rights of recovery in a written contract, agreement or permit with the Named Insured.

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.)

Policy No. WC 9730570

Insured CAROLLO ENGINEERS, INC.

Insurance Company Zurich American Insurance Company

WC 00 03 13

Attachment Code: D573120 Certificate ID: 19955502

POLICY NUMBER
BAP 9730571

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: Zurich American Insurance Company

Endorsement Effective Date: 7/4/2024

SCHEDULE

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

Any person or organization you are required to waive your rights of recovery in a written contract, agreement or permit with the named insured.

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

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