

**AMENDMENT NO. 1 TO THE AGREEMENT FOR
PROFESSIONAL SERVICES BETWEEN THE
CITY OF MANTECA AND CAROLLO ENGINEERS, INC.**

This Amendment No. 1 (“Amendment”) to Agreement #C2023-136 (“Agreement”) between the City of Manteca and Carollo Engineers, Inc. is made and entered into this ___ day of _____, 20___, 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 entered into 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 #2”.
2. 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. 1 services shall in no event exceed **Nine Hundred Twenty Nine Thousand Eight Hundred Thirty Five Dollars (\$929,835)** without additional authorization from the City. In no event shall total compensation for work performed pursuant to this Agreement and Amendment No. 1 exceed **One Million Eight Hundred Ninety Six Thousand Eight Hundred Eighteen Dollars (\$1,896,818)** 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.”

3. 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:



Toni Lundgren
City Manager

CONSULTANT:

Carollo Engineers, Inc.
a Delaware Corporation


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

ATTEST:



Cassandra Candini-Tilton,
Director of Legislative Services



By: 


(Signature)
Anne Prudhel, Executive Vice President

(Type name and title)

COUNTERSIGNED:

FOR



Shay Narayan
Director of Finance

By: 

(Signature)
Ryan Sellman, Vice President

(Type name and title)

COUNTERSIGNED:



Stephanie Van Steyn,
Director of Human Resources

Address: 2795 Mitchell Drive

Walnut Creek, CA 94598

Telephone: (209)518-6855

APPROVED AS TO FORM:

L. David Nefouse, City Attorney

By: 

Daniella Green, Assistant City Attorney

ATTACHMENT 1

STATEMENT OF WORK AND ACTIVITIES #2

Introduction

The purpose of this amendment is to outline additional engineering design services that are necessary for the Consultant to complete the design of the recommended project from the Preliminary Design Report of sludge blending tanks for co-thickening, RDT thickening facility, and a third dewatering centrifuge.

Scope of Services

Task 1 – Project Management

1.1 Project Management

No changes.

Task 2 – Preliminary Design

2.1 Preliminary Design of WAS Thickening Improvements

No changes.

2.2 Preliminary Design of Dewatering Improvements

No changes.

2.3 Preliminary Design Report

No changes.

2.4 Existing Centrifuge Optimization

No changes.

Task 3 – Final Design

Task 3.1 – Final Design

The project elements were changed to the following:

- WAS Thickening Improvements:
 - Conversion of the existing Dissolved Air Flotation Thickeners (DAFTs) into sludge blending tanks, including demolition of existing DAFT equipment, new divider walls in the DAFT tanks, new DAFT tank covers, mechanical equipment (mixing system, RDT feed pumps, sludge grinders), piping, and valves.
 - New rotary drum thickener (RDT) facility, including new base slab and pre-engineered canopy structure, mechanical equipment (three RDTs and associated thickened sludge pumps), piping, and valves. The facility will be designed to include space for one future RDT.
 - New polymer facility, including new base slab, pre-engineered canopy structure, and polymer feed system including polymer blend units, injection pump, piping, and injection ring for the RDT facility.
 - New odor control facility, including new base slab and skid mounted odor control system.
 - New yard piping:

- Primary sludge piping from the North Primary Sedimentation Tanks to the blend tanks. Including separating it from the primary scum piping.
- Primary sludge piping from the South Primary Sedimentation Tanks to the blend tanks. Including separating it from the primary scum piping.
- Blended sludge from the blend tanks to the RDT facility.
- Thickened sludge from the RDT facility to the digesters (separate from the primary scum).
- Replacement of MCC-E. Includes temporary MCC during construction, slab extension, and new stairs.
- Electrical items as required to accommodate the project elements described above.
- Associated instrumentation for blend tanks and RDT facility. It is assumed that the existing PLC has capacity for additional IO or new IO cards necessary for additional IO.
- Dewatering Improvements:
 - No changes.

Task 3.2 – Geotechnical Investigation

Geotechnical work was expanded to include covering the updated project elements.

Task 3.3 – Site Survey Investigation

The site survey was expanded to include covering the updated project elements.

Task 3.4 – CEQA Support

Consultant will work with our subconsultant (Helix Environmental) to provide a CEQA recommendation. This task is assumed to consist of only providing a letter of categorically exempt.

Task 4 - Bid Period Services

4.1 Bid Period Services

The number of addenda prepared by the Consultant was increased from one to two and bid period increased from one month to two months.

Budget and Schedule:

Table 1 presents the labor and budget estimates for this project amendment. Consultant shall complete the project based on the following updated schedule:

- Task 3 – Complete by December 31, 2024.
- Task 4 – As-needed during the two-month bid period.

Assumptions:

No changes.



CERTIFICATE OF LIABILITY INSURANCE

ATTACHMENT 5

DATE (MM/DD/YYYY)

7/4/2025

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Zurich American Insurance Company	NAIC # 16535
	INSURER B : American Guarantee and Liab. Ins. Co.	26247
	INSURER C : Allied World Surplus Lines Insurance Company	24319
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED
1472725 CAROLLO ENGINEERS, INC.
2795 MITCHELL DR.
WALNUT CREEK CA 94598-1601

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. 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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	GLO 9730569	7/4/2024	7/4/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 OTHER: \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BAP 9730571	7/4/2024	7/4/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX DED: COMP/COLL \$ 1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED: RETENTION \$	Y	Y	AUC 4428881	7/4/2024	7/4/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 OTHER: \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 9730570	7/4/2024	7/4/2025	<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
C	PROFESSIONAL LIABILITY FULL PRIOR ACTS	N	N	0313-9010	7/4/2024	7/4/2025	EACH CLAIM: \$2,000,000; AGGREGATE: \$2,000,000

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. City of Manteca, its officers, officials, employees, agents, and volunteers are additional insureds as respects general liability and auto liability, and these coverages are primary and non-contributory, as required by written contract. (SEE ATTACHED.)

CERTIFICATE HOLDER**CANCELLATION** See Attachments

19955502
City of Manteca
Attn: Kyzen Nicolas
1001 W. Center Street
Manteca CA 95337

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ATTACHMENT 5

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.

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.

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)

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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.)

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.

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

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

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.

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