

**AMENDMENT NO. 1 TO THE PROFESSIONAL
SERVICES AGREEMENT BETWEEN THE
CITY OF MANTECA AND WSP USA, INC**

This Amendment No. 1 (“Amendment”) to Agreement # A-C2022-77 (“Agreement”) between the City of Manteca and WSP USA, Inc, is made and entered into this 30th day of June, 2023, by and between WSP USA, Inc, a California corporation (“Consultant”) and the City of Manteca, a municipal corporation (“City”).

RECITALS

A. On June 23, 2022 the City of Manteca entered into an Agreement with Consultant to provide professional services for construction management and inspection services for the State Route 120/McKinley Avenue Interchange Project.

B. City now desires to amend the Agreement in order to expand the term and increase the dollar 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. Scope of Work and Schedules. Attachment 1 to the Agreement is hereby amended to include additional scope as detailed in Attachment 1 to this Amendment, attached hereto and incorporated herein by reference, “ADDITIONAL AMENDMENT NO. 1 SCOPE OF WORK AND SCHEDULE”.
2. Paragraph 3 of the Agreement is hereby amended to read as follows:

“3. Time of Performance. All such work shall be completed no later than December 31, 2024.”
3. Paragraph 4 of the Agreement is hereby amended to read as follows:

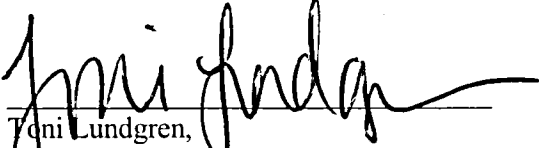
“4. Compensation. Compensation for Amendment No. 1 services shall in no event exceed \$587,083 without additional authorization from the City.”
4. Except as otherwise provided in this Amendment, the Agreement shall continue in full force and effect.

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:

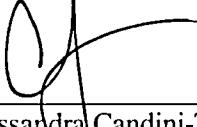


Toni Lundgren,
Interim City Manager

(Type name of Consultant/form of organization)

ATTEST:

By: _____



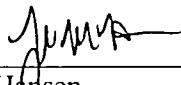
Cassandra Candini-Tilton,
Director of Legislative Services

(Signature)

(Type name and title)

COUNTERSIGNED:

By: _____



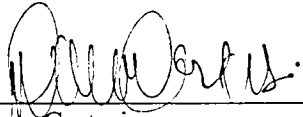
Jared Hansen,
Deputy Director of Finance

(Signature)

(Type name and title)

COUNTERSIGNED:

Address: _____



Dawn Cortesi,
Interim Director of Human Resources

Telephone: _____

APPROVED AS TO FORM:

L. David Nefouse, City Attorney

By: 

Daniela Green, Assistant City Attorney

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,
Interim City Manager

ATTEST:

Cassandra Candini-Tilton,
Director of Legislative Services

COUNTERSIGNED:

Jared Hansen,
Deputy Director of Finance

COUNTERSIGNED:

Dawn Cortesi,
Interim Director of Human Resources


APPROVED AS TO FORM:
L. David Nefouse, City Attorney

By: _____
Daniella Green, Assistant City Attorney

CONSULTANT:

WSP USA Inc. /(IRS c-corp)

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

By: 

(Signature)

Bart Littell, Vice President

(Type name and title)

By: _____
(Signature)

(Type name and title)

Address: _____

Telephone: _____

ATTACHMENT 1

ADDITIONAL AMENDMENT NO. 1 SCOPE OF WORK AND SCHEDULE



May 09, 2023

Somporn Boonsalat, PE
Acting Deputy Director, Engineering
City of Manteca
1001 W. Center St.
Manteca, CA 95337

SUBJECT: Construction Management and Inspection Services Agreement, Amendment Request No. 1
REFERENCE: State Route 120 / McKinley Avenue Interchange (EA 10-0H8904)

Mr. Boonsalat,

Please see the attached Amendment Request No. 1 cost proposal and staffing schedule for the remaining WSP services on the project which is currently estimated to end on June 30, 2024. The contract for construction management and inspection services for the project was executed by the City in June 2022 and construction began in August 2022. The project was making significant progress through the fall months until the project experienced a substantial amount of precipitation over the winter months which stopped work on the controlling activity but not on other on-site activities.

Task 2 – Construction Management Services During Construction

The project experienced a very wet winter which did not allow import borrow work to proceed, which was the controlling activity on the critical path schedule so working days were not counted. However, other activities proceeded on site which required construction management services during the extended period of nonworking days. This extended the completion date of WSP services on the project seven months from November 2023 to June 2024:

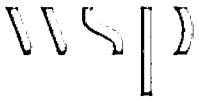
TASK	PLANNED	ACTUAL / CURRENT
Construction Start	July 2022	August 2022
Construction End	August 2023	March 2024
Contract End	November 2023	June 2024

This includes three months of closeout following the current contractual completion date for construction activities of March 2024. The original planned completion date for construction activities was August 2023, however the current Agreement between the City and WSP expires on June 30, 2023. If it were not for the activities listed below, no work would have been performed by the contractor and no inspection would have been required. However, as these activities proceeded during the extended period of nonworking days when labor would not have been required, then the following amount is a net increase to the overall project duration.

ACTIVITY	DURATION
Coordination and inspection of emergency repairs to EB State Route 120 and Retaining Wall No. 2 under an emergency contract by Caltrans.	Jan. 2023 – Apr. 2023
Coordination and inspection of overhead utility relocation by Comcast and Frontier.	Feb. 2023
Inspection of SWPPP best management practices during rain events.	Jan. 2023 – Apr. 2023
Inspection of miscellaneous contract item work including drainage and retaining wall construction, which were not the controlling operation.	Jan. 2023 – Apr. 2023
Management of contractor Potential Claim Records No. 1, No. 2, and No. 3.	Jan. 2023 – Apr. 2023

5250 Claremont Avenue
Suite 147
Stockton, CA 95207

wsp.com



Budget

WSP is requesting an additional funding amount of \$587,083 for the extension of the project completion date due to weather. A breakdown for this extension is shown below:

MONTH	ORIGINAL CONTRACT (PLANNED)	AMENDMENT NO. 1 (ACTUAL AND PLANNED)	CUMULATIVE DIFFERENCE	NOTES
May-22	\$34,378.59	\$0.00	(\$34,378.59)	
Jun-22	\$76,104.28	\$9,757.04	(\$100,725.82)	
Jul-22	\$103,066.74	\$46,887.04	(\$156,905.52)	Planned Construction Start
Aug-22	\$132,768.10	\$91,446.17	(\$198,227.45)	Actual Construction Start
Sep-22	\$152,768.10	\$125,237.73	(\$225,757.82)	
Oct-22	\$152,768.10	\$122,462.72	(\$256,063.19)	
Nov-22	\$150,566.71	\$145,925.81	(\$260,704.10)	
Dec-22	\$137,735.34	\$108,146.50	(\$290,292.94)	
Jan-23	\$141,420.66	\$130,859.01	(\$300,854.59)	No Working Days Due to Weather but Activity Requiring Inspection
Feb-23	\$154,589.36	\$105,693.14	(\$349,750.81)	No Working Days Due to Weather but Activity Requiring Inspection
Mar-23	\$154,589.36	\$113,468.67	(\$390,871.51)	No Working Days Due to Weather but Activity Requiring Inspection
Apr-23	\$156,875.46	\$159,415.33	(\$388,331.64)	No Working Days Due to Weather but Activity Requiring Inspection
May-23	\$156,875.46	\$159,415.33	(\$385,791.77)	
Jun-23	\$156,875.46	\$159,415.33	(\$383,251.90)	
Jul-23	\$156,875.46	\$159,415.33	(\$380,712.03)	
Aug-23	\$156,875.46	\$159,415.33	(\$378,172.16)	Planned Construction End
Sep-23	\$98,731.12	\$159,415.33	(\$317,487.95)	
Oct-23	\$59,330.48	\$159,415.33	(\$217,403.10)	
Nov-23	\$31,342.76	\$159,415.33	(\$89,330.53)	Planned Contract End
Dec-23	\$0.00	\$159,415.33	\$70,084.79	
Jan-24	\$0.00	\$120,056.92	\$190,141.71	
Feb-24	\$0.00	\$120,056.92	\$310,198.63	
Mar-24	\$0.00	\$120,056.92	\$430,255.55	Current Construction End
Apr-24	\$0.00	\$52,275.82	\$482,531.37	
May-24	\$0.00	\$52,275.82	\$534,807.19	
Jun-24	\$0.00	\$52,275.81	\$587,083.00	Current Contract End
TOTAL	\$2,364,537.00	\$2,951,620.00	\$587,083.00	

WSP

To mitigate some of the cost related to the increased project duration, WSP offers the following to save the project nearly \$50,000:

- Eric Lilly, PE, CCM has been internally promoted and is proposed to move from the Resident Engineer role to the Project Manager role. This will allow you to retain Eric's project knowledge and maintain consistent strategies related to project disputes. Eric will remain assigned to the project for its duration and his rate is lower than the PM rate in the current contract.
- Rick Deml, PE is proposed to move into the Resident Engineer role. Rick is currently closing out the SR 99 Interchange/SR 132 West Expressway project for the City of Modesto. Details of that project and others are in his attached resume. No Resident Engineer has done more Caltrans interchange projects in San Joaquin County than Rick. In fact, he was slated to be the Resident Engineer for SJCOG's SR 99 / SR 120 Interchange, but that project was delayed significantly. I am sure that Diane Nguyen and Ryan Niblock can vouch for Rick because they selected him for their project. Your project will be finished well before SJCOG's SR 99 / SR 120 Interchange begins.

Feel free to contact me if you any questions or need additional information.

Sincerely,



Bart Littell, PE
Project Manager
Senior Vice President II

cc: E. Lilly (WSP)
Enclosure : WSP Amendment Request No. 1, Rick Deml Resume



**COST ESTIMATE
AMENDMENT NO. 1**

SR 120 / MCKINLEY AVENUE INTERCHANGE

FROM:

WSP USA INC.

Approved: 

TO:

CITY OF MANTECA

Tuesday, May 2, 2023

Basis For Estimate

- 1) This cost estimate extends CM services from November 2023 to June 2024.
- 2) Construction is now estimated to end in March 2024, not including future weather days.
- 3) Annual labor escalations of 3.5% to be effective in January.
- 4) Proposed Fee Profit = 10%.

SR 120 / MCKINLEY AVENUE INTERCHANGE
WSP USA INC.

COST ESTIMATE SUMMARY

WSP BURDENED LABOR COSTS (PROJECTED AFTER APRIL 1, 2023):

LABOR	\$	1,478,868
OVERTIME	\$	12,760
SECOND SHIFT PREMIUM 15% Hours Estimate	\$	5,540

SUBTOTAL \$ 1,497,168

SUBCONSULTANT(S):

Environmental, Material Testing, Source Inspection	KLEINFELDER	\$	316,225
Public Outreach	AIM	\$	51,078
Headlight	PAVIA SYSTEMS	\$	7,888

SUBTOTAL \$ 375,190

WSP EXPENSES \$ 79,378

SUBTOTAL \$ 79,378

ESTIMATE TO COMPLETE \$ 1,951,736

AMOUNT BILLED TO MARCH 31, 2023 **TOTAL** \$ 999,884

ESTIMATE AT COMPLETION \$ 2,951,620

ORIGINAL CONTRACT AMOUNT **TOTAL** \$ 2,364,537

ADDITIONAL FUNDING REQUESTED **TOTAL** \$ 587,083

Construction Management Services - SR 120 / McKinley Road Interchange
Proposed Labor Schedule

YEAR:		CONSTRUCTION												POST CONST			TOTAL HOURS			
2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030				
Project Manager	Enc Lilly, PE, CCM	WSP	152	152	88	16	16	16	16	16	16	16	16	16	16	16	10	10	10	566
Resident Engineer and Structures Representative	Rick Deml, PE	WSP			80	152	152	152	152	152	152	152	152	152	152	152	152	152	80	1,832
ARE / Office Engineer	Alia Issa	WSP	152	152	152	152	152	152	152	152	152	152	152	152	152	152	152	152	80	2,208
Schedule / Claims	Ed Rollerson, JD	WSP	8	8	8	8	8	8	8	8	8	8	8	8	8	8				104
Construction Inspector	Ryan George	WSP	152	152	152	152	152	152	152	152	152	152	152	152	152					1,824
Construction Inspector	Timothy Hamilton	WSP	152	152	152	152	152	152	152	152	152	152	152	152						1,824
Project Administrator	William Sievers	WSP	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	60
Staff performing inspection services are subject to prevailing wage rates																			8,418	

OVERTIME HOURS

YEAR:		CONSTRUCTION												POST CONST			TOTAL HOURS			
2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030				
Construction Inspector	Ryan George	WSP		10	10	10	10	10	10											60
Staff performing inspection services are subject to prevailing wage rates																			60	

SR 120 / MCKINLEY AVENUE INTERCHANGE
WSP USA INC.

OVERTIME COSTS

Project Manager

CONSTRUCTION			April 1, 2023 - Dec 31, 2023			Jan 1, 2024 - Dec 31, 2024			TOTAL HOURS	TOTAL COST
			HRS	BILL RATE	TOTAL	HRS	BILL RATE	TOTAL		
POSITION	NAME	FIRM	HRS	BILL RATE	TOTAL	HRS	BILL RATE	TOTAL	TOTAL HOURS	TOTAL COST
Construction Inspector	Ryan George	WSP	60	212.66	\$12,759.60	0	220.10	\$0.00	60	\$12,760
			60		\$12,759.60	0		\$0.00	60	\$12,760

SR 120 / MCKINLEY AVENUE INTERCHANGE
WSP USA INC.

ESTIMATED EXPENSES

	UNIT	QTY	UNIT COST (\$)	SUBTOTAL (\$)
<u>EXPENSES</u>				
<u>A) VEHICLES, VEHICLE O&M, COMPUTERS,</u>				
<u>FIELD EQUIPMENT, SAFETY EQUIPMENT, SURVEY EQUIPMENT</u>				
		Hours		
Eric Lilly, PE, CCM		566	\$13	\$7,358
Rick Deml, PE		1,832	\$13	\$23,816
Alia Issa		0	\$13	\$0
Ed Rollerson, JD		0	\$13	\$0
Ryan George		1,884	\$13	\$24,492
Timothy Hamilton		1,824	\$13	\$23,712
				\$ 79,378
ESTIMATED EXPENSES				\$ 79,378

YEARS OF EXPERIENCE
32

YEARS WITH FIRM
26

LOCATION
Stockton, CA

EDUCATION
BS, Civil Engineering,
California State University
- Chico

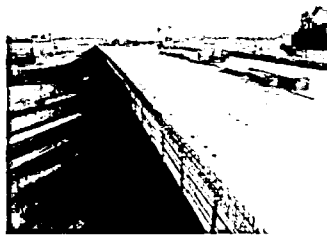
**REGISTRATIONS &
CERTIFICATIONS**
Professional Engineer (PE),
CA (#C-48976)
Qualified Stormwater
Pollution Prevention Plan
(SWPPP) Developer (QSD),
(C-48976)

**PROFESSIONAL
ORGANIZATIONS**
American Association of
Civil Engineers

RICK DEML, PE, QSD Resident Engineer

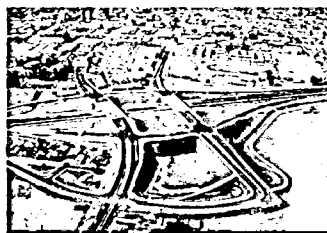
Rick has over 32 years of construction management (CM) and resident engineering experience, specializing in the design and construction of roads, bridges, and other structures in California for both the public and private sectors. Having worked for the California Department of Transportation (Caltrans) as an associate bridge engineer and resident engineer (RE)/structures representative for Caltrans' Office of Structure Construction, Rick has in-depth knowledge of Caltrans procedures, personnel, and local conditions. Rick has more Union Pacific Railroad (UPRR) grade separation experience on projects in San Joaquin County than any other RE, having been the RE and/or structures representative for 11 separate UPRR grade separation bridges in San Joaquin County. He has extensive experience negotiating and writing change orders, analyzing falsework drawings, resolving contract disputes, and clarifying contract document discrepancies.

RELEVANT EXPERIENCE



SR 99 Interchange/SR 132 West Expressway, City of Modesto, Modesto, California: RE/Structures Representative on a new access-controlled freeway from Dakota Avenue in rural Stanislaus County east to connection with State Route 99 (SR 99) and Needham Street in the City of Modesto. The project is intended to improve regional and interregional circulation, relieve traffic congestion along SR 132 (Maze Boulevard), and improve operations on one of the most important east-west routes in the

central valley. The new freeway consists of two lanes separated by a median divider. Access to SR 99 will be via east and west couplets. Dakota Avenue will be reconstructed to form a new three-lane roadway between Maze Boulevard and Kansas Avenue. A pump station and four new bridges are being constructed, including a new overcrossing of SR 99. Construction cost is estimated at \$92 million.



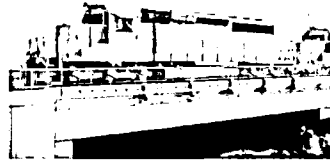
Central Galt Interchange Construction Management Services, Galt, California: Resident Engineer/Structures Representative on this project which consisted of constructing a new, higher capacity interchange to replace the existing interchange at the Route 99/Central Galt Exit. WSP provided full construction management for this project that mitigated operational deficiencies, provided needed capacity to accommodate regional and local growth within the City of Galt

and traffic that uses the A Street/C Street/Boessow Road Corridor, and provided for standard structure vertical and horizontal clearances to accommodate future widening of SR99 to six (and potentially eight) future mainline lanes. The project consisted of a two-bridge, split diamond configuration, closely spaced, with a one-way couplet in the north-south direction. The A and C Street Bridges were provided to spread traffic into and through downtown, providing better east-west connectivity. Improvements included: constructing interchanges, cast-in-place, post tensioned concrete bridge construction; spread footing foundations; bridge removal; MSE and reinforced concrete retaining walls; earthwork; roadway construction and paving; utility installation and relocations; traffic handling; concrete architectural features; signing and striping; street lighting; traffic signals; drainage systems; sewer lines; water lines; SWPPP installation and monitoring; community relations and Public Information; and agency coordination. Project was completed ahead of schedule and under budget.



RICK DEMIL,
PE, QSD

Resident Engineer
(continued)



Hammer Lane/UPRR Grade Separations, City of Stockton, Stockton, California: RE/Structures Representative for this \$16 million project that involved two grade separation bridges of the UPRRs, including significant utility relocations and earthwork. Both bridges are prestressed, cast-in-place structures. Unique elements include 25-foot-deep (8-meter-deep) shoring adjacent to the railroad shoofly, substructure that is 100 feet (31 meters) deep with 7-foot-diameter (2-meter-diameter) cast-in-drilled-

hole piles and retaining walls with extensive architectural treatment. Rick's responsibilities included management of day-to-day activities, field staff supervision, and serving as the client's point of contact. This project also included numerous aesthetic features, including decorative concrete and terraced landscape planters.



I-5/French Camp Interchange, City of Stockton, Stockton, California: Resident Engineer. The French Camp / I-5 Interchange consisted of four bridges, widening of the diagonal on and off ramps, the addition of two new loop-on ramps, auxiliary lanes on I-5, and the realignment and widening of French Camp Road. This project included substantial public outreach efforts and was constructed with Caltrans District 10 oversight. The project was completed at 1% change order.



Sperry Road Extension/UPRR Grade Separation Project, City of Stockton, Stockton, California: Resident Engineer for the \$31 million project in accordance with the Caltrans Construction Manual and City of Stockton standards. The project consisted of 1 mile of new roadway alignment, two new signalized intersections, and nearly 500,000 cubic yards of imported borrow. In addition to the roadway items, four new bridge structures including one over an environmentally sensitive creek and three

grade separations across three separate

and active UPRR rail lines, including the Fresno Subdivision.
SR 4 Bypass Program, State Route 4 Bypass Authority, Contra Costa County, California: Resident Engineer on the \$215 million program of new freeway interchange projects, local roadways, and UPRR Grade crossings. Since 2004, WSP has delivered over 15 projects for the SR4 BPA. WSP provided full construction management, utility relocation coordination, constructability review and bid management for this program. Key elements of projects within the program include over 3 million cubic yards of



excavation, three complete interchanges, eight cast-in-place post-tensioned box girder bridges, one UPRR grade separation and one at grade crossing of UPRR tracks, utility relocation, retaining walls, asphalt concrete pavement, significant storm drainage, landscaping, traffic signals at nine separate locations, and lighting.



RICK DEML,
PE, QSD

Resident Engineer
(continued)

Woodward Island Bridge Replacement Construction Management Services, San Joaquin County Department of Public Works, San Joaquin County, California: Resident Engineer on this project located along the Middle River 12 miles west of the City of Stockton which consisted of decommissioning the current ferry and constructing a new 675-foot bridge across the river to Bacon Island Road to Woodward Island. The sections of roadway approaching the bridge on both sides were also raised and widened to provide better and safer access for agricultural equipment approaching and exiting the bridge. The ferry and existing timber ramp were replaced by a bridge stretching over Middle River with a removable span, providing unfettered vehicle access from West Bacon Island Road.

March Lane/UPRR Grade Separations, Stockton, California. Resident Engineer on the \$16 million project involving the construction of two Union Pacific Railroad (UPRR) grade separations that are cast-in-place (CIP) concrete railroad bridges. Additional elements involved lowering and widening March Lane, utility relocations, railroad crossings, and improvements to March Lane. Critical traffic control elements include constructing temporary shoofly tracks and roadway detours to minimize traffic disruptions. Rick's responsibilities included management of day-to-day activities, field staff supervision, and serving as the client's point of contact. This project included landscaped medians and decorative concrete.

SR 99 / Sheldon Road Interchange Reconstruction Construction Management Services, Elk Grove, California: Resident Engineer/Structure Representative on this interchange project that consisted of constructing a new, higher-capacity interchange to replace the existing interchange at the SR 99/Sheldon Road location. The existing interchange was a low capacity, L-4/L-6 interchange built in the 1950s. The six-lane freeway at the bridge consists of a 500-meter-long depressed section, thus requiring a new pump station to replace the existing, which extends out into the southbound lanes. Sheldon Road was widened from Lewis Stein Road on the east to Power Inn Road on the west. Interchange improvements included realignment of frontage roads, construction of new on- and off-ramps, new post-tensioned box girder bridge, drainage pump station, and soldier pile retaining wall.

I-205 / Mountain House Parkway Interchange Construction Management, Stockton, California: Resident Engineer on the project involving the construction of two Union Pacific Railroad (UPRR) grade separations that are cast-in-place (CIP) concrete railroad bridges. Rick's responsibilities included management of day-to-day activities, supervision of field staff, and service as the client's point of contact. WSP provided construction management services for the Interstate 205 interchange replacement at Mountain House Parkway. The project consisted of constructing a new higher capacity interchange to replace the existing interchange at the I-205 and Mountain House location. Key elements of the project included a cast-in-place bridge, reconstruction of on/off ramps, construction of auxiliary lanes, drainage, extensive landscaping, traffic signals, and lighting.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/1/2023

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

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).

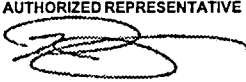
PRODUCER Arthur J. Gallagher Risk Management Services, LLC 300 Madison Avenue 28th Floor New York NY 10017	CONTACT NAME: AJG Service Team PHONE (A/C, No, Ext): 212-994-7100 FAX (A/C, No): 212-994-7047 E-MAIL ADDRESS: GGB.WSPUS.CERTREQUESTS@AJG.COM	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED WSP USA Inc. One Penn Plaza New York, NY 10119	INSURER A: Liberty Insurance Corporation 42404	
	INSURER B: Zurich American Insurance Company 16535	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 1049218973 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO 9835819-10	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 3,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,500,000 GENERAL AGGREGATE \$ 7,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y	Y	AS7-621-094060-033	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A A 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	N/A	WA7-62D-094060-013 WA7-62D-095609-073 WC7-621-094060-913	5/1/2023 5/1/2023 5/1/2023	5/1/2024 5/1/2024 5/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIRTY (30) DAYS NOTICE OF CANCELLATION.
 RE: Project No. 202016858 | MANTECA SR120/MCKINLEY AVENUE INTERCHANGE PROJECT City of Manteca, its officers, officials, employees, agents, and volunteers are included as Additional Insured with respect to the General Liability and Automobile Liability policies as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The coverage provided by the General Liability and Automobile Liability policies is primary and any other coverage shall be excess only not contributing. Waiver of Subrogation applies to Additional Insured with respect to the General Liability, Automobile Liability and Workers Compensation / Employers Liability policies as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. Umbrella follow forms the General Liability, Automobile Liability and Employers Liability policies.

CERTIFICATE HOLDER City of Manteca 1001 W. Center Street Manteca CA 95337	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 



ZURICH

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO9835819-10	05/01/2023	05/01/2024	05/01/2023	93542000	INCL	INCL

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 shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.



ZURICH[®]

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO9835819-10	05/01/2023	05/01/2024	05/01/2023	93542000	INCL	INCL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: WSP USA Group Holding Inc.

Address (including ZIP Code):

1 Penn Plaza, 2nd Floor

New York, NY 10119

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured 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 or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

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

Primary and Noncontributory insurance

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

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and 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 a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO9835819-10	05/01/2023	05/01/2024	05/01/2023	93542000	INCL	INCL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: WSP USA Group Holding Inc.

Address (including ZIP Code): 1 Penn Plaza, 2nd Floor, New York, NY 10119

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 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.

Policy Number: AS7-621-094060-033
Issued by: Liberty Insurance Corp.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS 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" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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.

SCHEDULE

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

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

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.

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.

Not applicable in Kentucky, New Hampshire and New Jersey.

This waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Where required by contract or written agreement prior to loss and allowed by law.

In the state of Connecticut, Florida, Maryland, Nebraska, Oregon the premium charge is 1 % of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Hawaii, the premium charge is \$250 and determined as follows: The premium charge for this endorsement is 1 % of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Louisiana, the premium charge is 2% of the total standard premium, subject to a minimum premium of \$250 per policy.

In the state of Massachusetts, the premium charge is 1 % of the total manual premium.

In the state of New York, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$0 per policy.

In the state of North Carolina, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the state of Virginia, the premium charge is 5% of the total manual premium, subject to a minimum premium of \$250 per policy.

Issued by: Liberty Insurance Corporation 21814

For attachment to Policy No WA7-62D-094060-013

Effective Date

Premium \$