

**AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF MANTECA AND  
BROWN & CALDWELL**

This Amendment No. 2 ("Amendment") to Agreement C-2023-84-A1 ("Agreement") between the City of Manteca and Brown & Caldwell ("Consultant") is made and entered into this 20th day of August, 2025, by and between "Consultant" a California corporation ("Consultant") and the City of Manteca, a municipal corporation ("City").

RECITALS

A. On March 5, 2024, the City of Manteca approved an Agreement C-2023-84-A1 with Consultant to provide professional services associated with the Nile Garden Well 30 Water Supply Project CIP 21026 and 21034.

B. City now desires to amend the Agreement in order to increase the dollar amount for 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 3 of the Agreement is hereby amended to read as follows:

"3. 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 \$150,000 without additional authorization from the City. In no event shall total compensation for work performed pursuant to this Agreement and Amendments No. 1 and 2 exceed \$ 1,030,911 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.

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:**

  
\_\_\_\_\_  
Tori Lundgren  
City Manager

**CONSULTANT:**

  
\_\_\_\_\_  
Brown & Caldwell/CA Corporation  
(Type name of Consultant/form of organization)\*

**ATTEST:**

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

By:

  
\_\_\_\_\_  
(Signature)  
  
\_\_\_\_\_  
Elizabeth Durazo  
Director of Construction Management

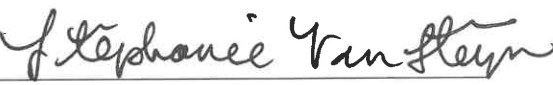
**COUNTERSIGNED:**

  
\_\_\_\_\_  
Matthew Boring  
Interim Director of Finance

By:

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

**COUNTERSIGNED:**

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

Address: 11020 White Rock Road, Suite 200  
Rancho Cordova, CA 95670

Telephone: (916) 444-0123

**APPROVED AS TO FORM:**

~~L. David Nefouse, City Attorney~~

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

**ATTACHMENT 1**

**STATEMENT OF WORK AND ACTIVITIES #2**

Construction Management and Inspection Services  
for  
Nile Garden Well 30 Project

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Amendment 2 - Scope of Services and Fee

Prepared for  
City of Manteca  
July 9, 2025

# Scope of Services

## Introduction

The following Scope of Services has been prepared by Brown and Caldwell (BC) for Amendment No. 2 to provide additional construction management and inspection services for the Nile Garden Well 30 Project. This scope is an amendment to the Agreement C2023-84 approved July 24, 2023, and Amendment C2023-84-A1 approved March 5, 2024. The original Agreement included scope and fee for services to oversee the Phase 1 - Drilling portion of the project. Amendment No. 01 included scope and fee to oversee the Phase 2 - Well Equipping portion of the project.

Amendment No. 2 covers additional services associated with the increased construction duration of Phase 2 - Well Equipping. The Amendment No. 1 scope of services was based on a construction duration of twelve (12) months and an expected completion date of July 2025. Amendment No. 2 accounts for BC services continuing through February 2026 as detailed in the *Time of Performance* section below.

The increased construction duration is attributed to structural redesign required to comply with recommendations documented in the project's geotechnical report dated July 16, 2024, changes to the facility's electrical distribution equipment based on structural redesign, and changes to the facility's process control equipment to conform with current City standards.

The fee included in this amendment covers project management, construction management and inspection services for work to oversee activities to the revised construction completion date. The budget provided is an estimate of activities. BC will provide services to the limit of the Task budgets. BC reserves the right to transfer budget between tasks.

## Scope

### (New) Phase 004 – Well Equipping - Amendment:

#### Task 01 – Construction Management Services During Construction

Scope in this task is an extension of project management, construction management and inspection services per the original scope covered in Sub-Tasks 3.2.1 through 3.2.14 to cover the additional time associated with construction.

#### Task 02 – Materials Testing Services

Scope in this task is an extension of quality assurance testing (i.e. materials testing and specialty inspections) per the original scope covered in Task 3.8 to cover the additional time associated with construction.

## Fee

The overall effort associated with the Amendment No. 2 additional services is \$150,000, increasing the current executed budget from \$880,911 to \$1,030,911. Table 1 below provides a summary of the project budget to date including Amendment No. 2. A detailed breakdown by task and by labor hours is included in Attachment A.



Table 1. Budget Summary with Amendment 2 Scope & Fee			
	Phase	Task Description	Effort
Original Budget (Executed)	001	Well Drilling	\$189,945
	002	Final Design Support Services	\$17,922
	<b>Original Budget</b>		<b>\$206,867</b>
Amendment No. 1 (Executed)	003	Well Equipping	\$674,044
	<b>Revised Budget</b>		<b>\$880,911</b>
Amendment No. 2 (Proposed herein)	004	Well Equipping - Amendment	\$150,000
	<b>Total Revised Budget</b>		<b>\$1,030,911</b>

## Time of Performance

BC's new Phase 004 - *Well Equipping Amendment* cost proposal is based on the Contractor's Work being ready for Substantial Completion no later than the end of December 2025 and Final Acceptance no later than the end of January 2026. BC's post-construction services are assumed to be completed by the end of February 2026.

### Compensation Notes and Assumptions:

- 1) BC's Phase 004 - Well Equipping Amendment cost proposal is based on the Contractor's Work being ready for Substantial Completion no later than the end of December 2023 and Final Acceptance no later than the end of January 2026. BC's post-construction services are assumed to be completed by the end of February 2026.
- 2) Rates are based on an assumed typical eight-hour first (i.e. day) shift. If second shift (i.e. weekend and night) work is required, it will be subject to associated premium labor rates.
- 3) Estimated hours and totals by individual phases and tasks may need to be periodically rebalanced during the course of the contract and depending on actual workload.
- 4) Compensation to provide construction management and inspection services required for the project shall be on a time and material basis for the necessary personnel. The above cost proposal is developed to determine a "Not to Exceed" contract value. Personnel and billing rates to be finalized during negotiation period prior to the executed contract.
- 5) Rates are effective through December 31, 2025. A 5% escalation will be applied to rates at the beginning of 2026.
- 6) \$10 per hour Associated Project Costs (APC) includes costs for support items such as, but limited to, computers, email, telephone, cell phones, per diem, etc.
- 7) Company vehicle mileage will be charged at the current IRS approved standard mileage rate. The current rate is 70 cents per mile.
- 8) 10% Markup on Subconsultants and Outside Services





# CERTIFICATE OF LIABILITY INSURANCE

**ATTACHMENT 10**

5/31/2026

DATE (MM/DD/YYYY)

5/13/2025

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

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

<b>PRODUCER</b> Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<b>CONTACT NAME:</b>	<b>FAX (A/C, No):</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> 1052132 BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES AND AFFILIATES 201 NORTH CIVIC DRIVE, SUITE 300 WALNUT CREEK CA 94596	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Hartford Fire Insurance Company		19682
	<b>INSURER B:</b> Hartford Accident and Indemnity Company		22357
	<b>INSURER C:</b> Lloyds of London		
	<b>INSURER D:</b> Twin City Fire Insurance Company		29459
	<b>INSURER E:</b> Hartford Underwriters Insurance Company		30104
<b>INSURER F:</b>			

**COVERAGES****CERTIFICATE NUMBER:** 20131011**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  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	37CSEQU1172	5/31/2025	5/31/2026	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
A E A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	37CSEQU1173 37CSEQU1174 37CSEQU1175	5/31/2025 5/31/2025 5/31/2025	5/31/2026 5/31/2026 5/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
							BODILY INJURY (Per person) \$ XXXXXXXX
							BODILY INJURY (Per accident) \$ XXXXXXXX
							PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
							AGGREGATE \$ XXXXXXXX
B D	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 <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	Y	37WNQU1170 37WBRQU1171	5/31/2025 5/31/2025	5/31/2026 5/31/2026	<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
C	PROF. LIAB. INCL. CONTRACTORS POLL. LIAB.	N	N	LDUSA2500482	5/31/2025	5/31/2026	\$2,000,000 PER CLAIM & \$4,000,000 AGGREGATE

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

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

20131011 MAN-26 CITY OF MANTECA ATTN: ELBA MIJANGO 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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RE: BC SID 150753 PN 195178 – CIP: 22058 – WELL 29 TCP TREATMENT. THE CITY OF MANTECA, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, AS REQUIRED BY WRITTEN CONTRACT. 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. SEPARATION OF INSURED'S CLAUSE APPLIES TO GENERAL AND AUTO LIABILITY SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS. THIRTY DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER WITH RESPECT TO THE GENERAL LIABILITY, AUTO LIABILITY, WORKERS' COMPENSATION/EMPLOYER'S LIABILITY AND PROFESSIONAL LIABILITY POLICIES. TEN (10) DAYS NOTICE WILL BE PROVIDED IN THE EVENT OF NONPAYMENT OF PREMIUM.



BROWN AND CALDWELL

CARRIER: LLOYD'S OF LONDON  
POLICY NUMBER: LDUSA2500482  
EFFECTIVE: 5/31/2025 - 5/31/2026  
AM BEST NUMBER: 085202  
AM BEST RATING: A+ XV

LLOYD'S SYNDICATES:

<u>LLOYD'S</u> <u>SYNDICATES:</u>	<u>ALIEN ID Number:</u>
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Renaissance Re #1458	AA-1120102
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Munitus #7805	AA-1120067
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Faraday #435	AA-1126435
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Hamilton #4000	AA-1126005
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Liberty #4472	AA-1126006
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**Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES**  
**Policy Number: 37CSEQU1172**  
**Policy Term: 5/31/2025 to 5/31/2026**

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

**ADDITIONAL INSURED BY CONTRACT OR AGREEMENT -  
OPTION II**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name of Additional Insured Person(s) or Organization(s):</b>	<b>Designated Project(s) or Location(s) of Covered Operations:</b>
WHERE REQUIRED BY WRITTEN CONTRACT	WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above with whom you agreed in a written contract or written agreement to provide insurance such as is afforded under this policy, but only to the extent that such person or organization is liable for "bodily injury", "property damage" or "personal and advertising injury" caused by:

1. Your acts or omissions or the acts or omissions of those acting on your behalf:
    - a. In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;
    - b. In connection with your premises owned by or rented to you and shown in the Schedule; or
    - c. In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:
      1. The written contract or agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and
      2. This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
  2. The acts or omissions of the additional insured in connection with their general supervision of your operations at the projects or locations designated in the Schedule.
- A.** The insurance afforded to these additional insureds applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:
1. During the policy period; and
  2. Subsequent to the execution of such written contract or written agreement; and
  3. Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.
- B.** With respect to the insurance afforded to the additional insureds under this endorsement, 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 by or for you, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; and

2. Supervisory, inspection, architectural or engineering activities.

**A. Limits of Insurance**

With respect to insurance provided to the additional insured shown in the Schedule, Paragraph 8. How Limits of Insurance Apply To Additional Insureds in **Section III - Limits of Insurance** does not apply.

**B. Duties Of Additional Insureds In The Event Of Occurrence, Offense, Claim Or Suit**

The Duties Condition in **Section IV - Conditions** is replaced by the following and applies to the additional insured shown in the Schedule:

**1. Notice Of Occurrence Or Offense**

The additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- a. How, when and where the "occurrence" or offense took place;
- b. The names and addresses of any injured persons and witnesses; and
- c. The nature and location of any injury or damage arising out of the "occurrence" or offense.

**2. Notice Of Claim**

If a claim is made or "suit is brought" against the additional insured, the additional insured must:

- a. Immediately record the specifics of the claim or "suit" and the date received; and
- b. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

**3. Assistance And Cooperation Of The Insured**

The additional insured must:

- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- b. Authorize us to obtain records and other information;
- c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

**4. Obligations At The Additional Insureds Own Cost**

No additional insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**5. Additional Insureds Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to the additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

**6. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs 1. and 2. apply to the additional insured only when such "occurrence", offense, claim or "suit" is known to:

- a. The additional insured that is an individual;
- b. Any partner, if the additional insured is a partnership;
- c. Any manager, if the additional insured is a limited liability company;
- d. Any "executive officer" or insurance manager, if the additional insured is a corporation;
- e. Any trustee, if the additional insured is a trust; or
- f. Any elected or appointed official, if the additional insured is a political subdivision or public entity.

**C. Other Insurance**

With respect to insurance provided to the additional insured shown in the Schedule, the Other Insurance Condition **Section IV - Conditions** is replaced by the following:

**1. Primary Insurance**

**a. Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary we will share with all that other insurance by the method described in 3. below.

**b. Primary And Non-Contributory To Other Insurance When Required By****Contract**

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs a. and b. do not apply to other insurance to which the additional insured has been added as an additional insured or to other insurance described in paragraph 2. below.

**2. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

**a. Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

**b. Premises Rented to You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**c. Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**d. Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

**e. Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury Or Property Damage Liability; or

**f. When You Are Added As An Additional Insured To Other Insurance**

That is any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- b. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**3. Method of Sharing**

If all other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**Named Insured:** BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES  
**Carrier:** Hartford Fire Insurance Company  
**Policy Number:** 37CSEQU1172  
**Policy Term:** 5/31/2025 to 5/31/2026

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

**8. Transfer of Rights of Recovery Against Others to Us**

**Waiver of Rights of Recovery (Waiver of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

**Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES**  
**Carrier: Hartford Fire Insurance Company**  
**Policy Number: 37CSEQU1172**  
**Policy Term: 5/31/2025 to 5/31/2026**

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

**NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS**

This policy is subject to the following additional conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least sixty (60) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to all certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known postal mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to the active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

IH 12 00 11 85

Named Insured: Brown and Caldwell

Carrier: Hartford Fire Insurance Company

Policy Number: 37CSEQU1172

Policy Term: 5/31/2025 - 5/31/2026

**Primary and Non-Contributory Policy Language**

**Section IV – Commercial General Liability Conditions**

**2. Duties in the Event of Occurrence, Offense, Claim or Suit**

**e. Additional Insureds Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.



NAMED INSURED: BROWN AND CALDWELL  
POLICY NUMBER: 37CSEQU1173  
POLICY TERM: 5/31/2025 - 5/31/2026

**COMMERCIAL AUTOMOBILE  
HA 99 16 12 21**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL AUTOMOBILE BROAD FORM  
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

**1. BROAD FORM INSURED**

Paragraph .1. - WHO IS AN INSURED – of Section II - Liability Coverage is amended to add the following:

g. Additional Insured if Required by Contract

(1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and
- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply: If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
  - (b) The Limits of Insurance shown in the Declarations.
- Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance: If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and noncontributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss: If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES**  
**Carrier: Hartford Fire Insurance Company**  
**Policy Number: 37CSEQU1173**  
**Policy Term: 5/31/2025 to 5/31/2026**

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

**RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

**Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

**Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES**  
**Carrier: Hartford Fire Insurance Company**  
**Policy Number: 37CSEQU1173**  
**Policy Term: 5/31/2025 to 5/31/2026**

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

**NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS**

This policy is subject to the following additional conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least sixty (60) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to all certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known postal mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to the active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

**Named Insured: BROWN AND CALDWELL**  
**Carrier: Hartford Fire Insurance Company**  
**Policy Number: 37CSEQU1173**  
**Term: 5/31/2025 - 5/31/2026**

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

**(3) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

**(4) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

**Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES**  
**Carrier: Hartford Accident and Indemnity Company & Twin City Fire Insurance Company**  
**Policy Number: 37WNQU1170 and 37WBRQU1171**  
**Policy Term: 5/31/2025 to 5/31/2026**

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

**SCHEDULE**

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us.

**Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES**  
**Carrier: Hartford Accident and Indemnity Company & Twin City Fire Insurance Company**  
**Policy Number: 37WNQU1170 & 37WBRQU1171**  
**Policy Term: 5/31/2025 to 5/31/2026**

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

**NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS**

This policy is subject to the following additional conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least sixty (60) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to all certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known postal mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to the active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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