

AMENDMENT NO. 2 TO CONTRACT FOR ENGINEERING SERVICES

This amendment is made and entered into this 13TH day of AUGUST, 2024, by and between the Oklahoma City Water Utilities Trust, a municipal trust, herein called "Trust", and Carollo Engineers, Inc., herein called "Engineer".

WITNESSETH:

WHEREAS, the Trust and the Engineer entered into an agreement on November 8, 2022 as follows:

Project No. WT-0249
Draper Water Treatment Plant Filter Rehabilitation; and

WHEREAS, the Trust engaged the Engineer to provide for design and all other engineering services related to rehabilitate Filter Nos. 1, 2, 3, 4, 5, 6, 7, 8, 10, 12, 13, 14, 15, 16, 17 and 18 at the Draper Water Treatment Plant; and

WHEREAS, subsequent to the execution of the original contract, it was determined Filter No. 11 was offline due to issues with the underdrain; therefore, it was in the best interest of the Trust to direct the Engineer to provide design services necessary to expedite rehabilitation of Filter No. 11 prior to Summer flows of 2023; and

WHEREAS, this work will be performed under WT-0249, Phase II; and

WHEREAS, preparation of Final Plans and Specifications, Bidding, Construction Administration, and As-Built Services for Phase I will remain possible by future amendment; and

WHEREAS, the above referenced work was authorized under the auspices of **Amendment No. 1**; and

WHEREAS, subsequent to the execution of the original contract as previously amended, it has been determined to direct the Engineer to proceed with preparation of Final Plans and Specifications and Bidding services for Phase I; and

WHEREAS, Construction Administration, As-Built and Inspection services for Phase I will remain possible by future amendment; and

WHEREAS, it has also been determined to add Exhibit B.III. Reimbursable Expenses, to reimburse the Engineer for the cost of the Oklahoma Department of Environmental Quality permits for this project; and

WHEREAS, the estimated construction cost for Phase I is \$13,390,000; and

WHEREAS, the original contract must be amended to incorporate the Engineer's increased scope of work outlined above and associated fees; and

WHEREAS, the total compensation to be paid to the Engineer for this Contract and Amendment shall be as follows:

For the original contract:

Not to exceed \$588,530 for engineering services

For Amendment No. 1:

Not to exceed \$101,480 for engineering services

For Amendment No. 2:

Not to exceed \$894,066 for engineering services

Total Amended Contract:

Not to exceed \$1,584,076 for all services (an increase of \$894,066); and

WHEREAS, both parties agree to amend said contract.

NOW, THEREFORE, the parties agree as follows:

I. Amend Paragraph 2. **Basic Services.** to read as follows:

Basic Services. The Engineer is hereby engaged and employed by the Trust to perform in accordance with good engineering practices and in the best interest of the Trust in accordance with the professional standard of care all of the work as set out herein (including **Amendment No. 1** work related to expedited rehabilitation of Filter No. 11; and **Amendment No. 2** work related to preparation of Final Plans and Specifications and Bidding services for Phase I); including Exhibit A; and, including but not limited to the following:

II. Amend Paragraph 5. **Compensation.** to read as follows:

Compensation. The aggregate total compensation for all engineering services under this Contract shall not exceed a total fee of \$1,584,076 (an increase of \$894,066), which includes: for Basic Services an amount not to exceed \$1,474,076 (an increase of \$878,566) and for Reimbursable Expenses an amount not to exceed \$2,000, as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for

Additional Services an amount not to exceed \$108,000 (an increase of \$13,500), as specifically set forth in Exhibit E attached hereto and incorporated herein.

III. Amend Paragraph 17. **Work Orders.** to read as follows:

Work Orders. The Engineer shall proceed with the provision of work and/or services for this Contract upon receipt of work orders from the City Engineer. The Engineer shall complete and submit the Final Plan Services for Phase I - Task 2 within three hundred forty-three (343) calendar days of date of written work order from the City Engineer.

IV. Amend **EXHIBIT A – SCOPE OF WORK** by addition of the following “**Exhibit A-1 Scope of Work (added by Amendment No. 2)**”:

**Exhibit A-1 Scope of Work
(added by Amendment No. 2)**

PURPOSE

The purpose of Amendment No. 2 is to authorize Task 2 (Final Plan Services) and Task 3 (Bidding Services) for the Phase 1 Filter Rehabilitation Elements identified in the Engineering Report.

BACKGROUND:

Due to budget limitations, the Engineering Report recommended the filter rehabilitation at the Draper WTP be conducted in three phases as summarized in Table WT-0249-3-01 below:

Table WT-0249-3-01 Engineering Report Phasing Recommendations					
Phase	Description	CIP Budget (\$M)	Estimated Construction Cost	CIP Year Start	CIP Year End
1	Full Filter Rehabilitation for three filters with backwash pressure relief system and FE/BWW trough repairs	\$14M ⁽¹⁾	\$14M	2024	2025
2	Full Filter Rehabilitation for five filters	\$10 M	\$12.3M	2022	2027
3	Full Filter Rehabilitation for seven filters and partial rehabilitation for three filters	Not Planned	\$15.27M	---	---

Notes:

- (1) Phase 1 CIP budget is established as \$11M. City Staff determined Phase 1 budget could be increased to \$14M based upon remaining funds and contingency from other projects.

Table WT-0249-3-02 presents a summary of the recommended improvements and priorities associated with the Phase 1 Filter Rehabilitation Project.

Element ID/ Project Priority	Element Description	Estimate Range (\$, Millions)	Estimated Construction Cost (\$, Millions)
	No Improvements.		
FIL-01-1	Backwash Flow and Pressure Control.	\$0.58 to \$0.95	\$0.73
FIL-01-2	Filter Effluent Flume Rehabilitation (TT1 and TT2).	\$2.00 to \$3.26	\$2.5
FIL-01-11	Filter Backwash Waste Washwater Flume Rehabilitation (TT1 and TT2)	\$1.85 to \$3.00	\$2.3
FIL-01-3	Filter Effluent Flume Reusable Bulkhead Improvements.	\$0.2 to \$0.34	\$0.26
FIL-01-4	Remove and Replace underdrain - 3 filters.	\$4.3 to \$6.98	\$5.37
FIL-01-6	Replace Filter Backwash Troughs - 3 filters.	\$0.38 to \$0.62	\$0.48
FIL-01-7	Additional Costs to raise filter troughs- 3 filters 200 mgd.	\$0.17 to \$0.27	\$0.21
FIL-01-8	Additional Costs to replace/rehabilitate filter instrumentation - 200 mgd.	\$1.44 to \$2.34	\$1.80
	TOTAL	\$10.92-\$17.76	\$13.39

A description of the recommended elements are as follows:

FIL-01-1 Backwash Flow and Pressure Control: Includes installation of a pressure indicating transmitter on each filter effluent pipe and electrical/SCADA programming changes for the backwash control and pressure transmitter. This meets the funding criteria and should be incorporated in the recommended first phase of construction for project WT-0249.

FIL-01-2 Filter Effluent Flume Rehabilitation: Confined space permit and LOTO procedures; Dewatering, cleaning, and debris removal from FE flume in TT1 and TT2; Coating removal; Removal of remaining concrete bulkheads from original construction; Epoxy crack injection repair; Deep concrete repair; Flume power washing, cleaning, and debris removal after concrete repairs; NSF 61 crystalline concrete coating; and Disinfection of flume per AWWA standards. Temporary bulkhead is not included in this element and is described further in item FIL-01-3. This meets the funding criteria and should be incorporated in the recommended first phase of construction for project WT-0249.

FIL-01-3 Filter Effluent Flume Reusable Bulkhead Improvements: Purchase and installation of two 72-inch by 72-inch temporary bulkheads, including installation frame which will remain in the flume after construction is complete. This item will be included in Project WT-0224 Clearwell Improvements at Draper WTP. Costs shown here are for information purposes only.

FIL-01-4 Remove and Replace underdrain - 3 filters (Filters 6, 8, and 16): Includes removal of all media, underdrains, supporting installation rods and grout to base concrete filter floor; Repair of concrete walls and floor; Installation of plastic block underdrain system with supporting installation rods and grout by monopour method; Pull testing for all each installation rod; Replacement of air header tubing; Repair of corroded stainless steel air header piping flanges, bolts, link seals, etc.; Underdrain distribution testing; Installation of 12-inches of sand and 18-inches of anthracite filter media; Filter operational testing; and Disinfection. Element includes two filter cells per each filter. This meets the funding criteria and should be incorporated in the recommended first phase of construction for project WT-0249.

FIL-01-6 Replace Filter Troughs - 3 filters (Filters 6, 8, and 16): Includes removal of existing filter backwash troughs and anchors; installation of new fiberglass backwash troughs at same location. This meets the funding criteria and should be incorporated in the recommended first phase of construction for project WT-0249.

FIL-01-7 Additional Costs to raise filter troughs- 3 filters (Filters 6, 8, and 16) 200 mgd: Includes installation of the new fiberglass backwash troughs 22-inches higher than the existing backwash troughs with new concrete openings at the new elevation and concrete repair to close existing backwash trough opening to backwash gullet. This meets the funding criteria and should be incorporated in the recommended first phase of construction for project WT-0249.

FIL-01-8 Additional Costs to replace/rehabilitate filter instrumentation - 200 mgd: Includes new filter cell level elements, new filter loss of head gauges, new venturi differential pressure device for flow measurement, and PLC/SCADA programming to allow automation and queuing of filter backwashes. This cost is for all 18 filters and is in addition to the items included in FIL-01-1 for backwash overpressure protection. This element cannot be completely funded within the CIP for Phase 1 and should either be deferred to a future phase or additional funding added for the first phase.

FIL-01-11 Filter Backwash Waste Washwater Flume Rehabilitation (TT1 and TT2): Includes partial rehabilitation of filter BWW flume in TT1 and TT2 transition including confined space permit entry and LOTO procedures; Purchase and installation of two 48-inch by 48-inch temporary bulkheads including installation frame which will remain in the flume after construction is complete; Dewatering, cleaning and debris removal; Coating removal; Removal of remaining concrete bulkheads from original construction; Epoxy crack injection repair; Deep concrete repair; Flume power washing, cleaning, and debris removal after concrete repairs; and NSF 61 Xypex concrete coating (excluding crystalline waterproofing topcoat for faster curing). This project element does not currently satisfy the funding criteria to be included in the first phase of Project WT-0249. This recommended project element either needs to be deferred to future phases or additional funding provided for the first phase.

SCOPE OF SERVICES

The following scope of services is intended to supplement Paragraph 2 – Basic Services in the Contract. The Engineer will provide the following scope of services for the Project as follows:

Task 1 - Preliminary Report Services: No Work

Task 2 - Final Plan Services

The engineer will provide Final Plan Services in accordance with Task 2 of the Basic Contract and as supplemented herein.

Summary of Major Design Elements:

Table WT-0249-3-03 Phase 1 below presents a summary of the major design elements associated with the design (Task 2) services for Phase 1.

Table WT-0249-3-03 Phase 1 Major Work Elements		
PROJECT ELEMENT	DESCRIPTION	FEATURES
DEMOLITION		
FILTRATION SYSTEM		
Individual Filter Underdrain Systems	Remove media; demolish/remove plastic block underdrain system and surrounding grout; cleaning of all concrete surfaces in the filter box.	All areas of Filtration System Demolition will be conducted on one individual filter at a time.
Existing troughs	Remove existing fiberglass and all supporting hardware from each filter.	
Existing filter level indicators, loss of head gauges, and other inoperable instrumentation	Remove the existing filter level indicators, loss of head gauges, and associated electrical and control wiring.	
CIVIL/SITEWORK		
None		All Phase 1 work will be conducted on the interior of the Filtration Building.
CIVIL/STORMWATER		
None		All Phase 1 work will be conducted on the interior of the Filtration Building.
CIVIL/YARD PIPING		
None		All Phase 1 work will be conducted on the interior of the Filtration Building.
CIVIL/LANDSCAPING		

Table WT-0249-3-03 Phase 1 Major Work Elements		
PROJECT ELEMENT	DESCRIPTION	FEATURES
Sodding	Soil Erosion Protection	Contractor will be responsible for finish grading and sodding of any disturbed areas for material laydown or contractor trailer.
No other landscaping		
ARCHITECTURAL		
None		No Architectural improvements are included in Phase 1.
STRUCTURAL		
Design and installation of Temporary Bulkhead Frame in Backwash Waste Wastewater (BWW) Flume	Fabricated frame that will be permanently installed and temporary bulkhead	Installation will require temporary shutdown of BWW flume and partial filtration system; construction will be concurrent with FE Flume bulkhead installation and repairs; temporary bulkhead to be removed when flume repairs are complete.
Design and installation of Temporary Bulkhead Frame in Filter Effluent (FE) Flume	Fabricated frame that will be permanently installed and temporary bulkhead	Installation will require temporary shutdown of FE flume and partial filtration system; construction will be concurrent with BWW Flume bulkhead installation and concrete repairs; temporary bulkhead to be removed when flume repairs are complete.
BWW & FE Flume Concrete Repairs	Conduct cleaning, concrete repairs, concrete coating and disinfection of BWW & FE flumes	Concrete repairs will require concurrent temporary shutdown of BWW & FE flumes; Utilize cementitious mortar repair, expanding polyurethane resin crack injection, epoxy resin crack injection, joint cleaning and repair.

Table WT-0249-3-03 Phase 1 Major Work Elements		
PROJECT ELEMENT	DESCRIPTION	FEATURES
Filter Concrete Repairs	Repairs to filter box concrete walls, floors, and overhead walkways	Utilize cementitious mortar repair, expanding polyurethane resin crack injection, epoxy resin crack injection, joint cleaning and repair.
Relocation of Filter Backwash Troughs	Raise backwash troughs a total of 22-inches above current trough elevation.	Structural modifications include coring the existing filter wall for new backwash trough penetration and closing/repairing wall at previous penetration point.
PROCESS MECHANICAL		
Filter Underdrain System	Installation of full plastic block filter underdrain system.	Includes plastic block underdrain system with anchoring and monopour grout installation, connection to existing air header piping, and dual (sand/anthracite) filter media with testing and disinfection.
New Filter Backwash Troughs	Installation of new backwash troughs a total of 22-inches above current trough elevation.	Includes new fiberglass filter troughs and associated structural anchoring.
Air Scour Header Piping	Repair existing air scour header piping	Includes replacement of existing mechanical joints, wall penetration link seals, and anchoring hardware.
Backwash Supply Piping Improvements	Replace existing flow control valves on both high-rate and low-rate backwash piping, actuators, and magnetic flow meter. Install new orifice plate.	16-inch and 24-inch flow control valves, bonnet extensions, and electric actuators for both high- and low-rate backwash piping; flanged magnetic flow meter; new orifice plate on 24-inch piping; associated ductile iron piping with dismantling joints.
HVAC/PLUMBING/FIRE PROTECTION		

Table WT-0249-3-03 Phase 1 Major Work Elements		
PROJECT ELEMENT	DESCRIPTION	FEATURES
None		No HVAC/Plumbing/Fire Protection components are included in Phase 1.
ELECTRICAL		
New filter pressure transmitters	Provide power supply wiring to new filter pressure transmitters.	Includes electrical wiring, conduits, and appurtenances for new pressure transmitters
Filter Water Level Indicators and Loss of Head Gauges	Provide power supply wiring to replacement filter instrumentation.	Includes wiring and appurtenances through existing conduits for replacement of existing instrumentation.
Backwash System Improvements	New electrical wiring for flow control valve actuators and flow meter on backwash system.	Includes replacement or new electrical wiring, conduits, and appurtenances for new 16- and 24-inch flow control valve actuators and backwash flow meter.
INSTRUMENTATION AND CONTROL		
Electrical	Provide new power and conduit to Backwash Washwater Supply Valve actuators.	Utilize existing DPP in Filter Gallery to provide power for valves. Provide new disconnects at exterior of vault.
Electrical	Provide new conduit and wire to backwash washwater supply flowmeters	Utilize existing PLC in filter gallery to provide loop power and control signals to new flowmeters.
Electrical	Provide new conduit and wire to backwash pressure monitors on each filter	Utilize existing PLC's in filter gallery to provide power and control for new filter overpressure protection monitors.
Instrumentation	Install new filter pressure transmitters on each filter backwash piping (two per filter).	Utilized for filter overpressure protection.
Instrumentation	Replace existing filter water level indicators and loss of head gauges.	Utilized for filter operation and overpressure protection.

Table WT-0249-3-03 Phase 1 Major Work Elements		
PROJECT ELEMENT	DESCRIPTION	FEATURES
Instrumentation	Replace existing backwash supply piping flow meter	Includes new flanged magnetic flow meter.
SCADA Controls	Update programming to include new filter pressure transmitters and replaced filter level indicators and loss of head gauges.	Utilized for filter overpressure protection.
SCADA Controls	Backwash Optimization Procedure	Will include alarms and filter control response to provide filter overpressure protection.

Assumptions (Phase 1):

1. Design Duration: Design duration will be no longer than 15 months from the date of notice to proceed based on the following assumptions regarding duration of reviews outside the control of the Engineer:
 - a. Utilities Review of 60 percent submittal – 4 weeks
 - b. Utilities Review of 90 percent submittal – 4 weeks
 - c. Public Works Review of 60 and Agency Review submittals – 4 weeks
 - d. ODEQ – Environmental Determination – 90 days (concurrent with DWSRF Review and Construction Permit)
 - e. ODEQ- DWSRF Review and Construction Permit – 90 days
2. Bidding Duration: 3 months following submission of 100 percent set.
3. Project Management:
 - a. Project Status Reports, Project Schedule, Project Action Decision Logs will be combined for Design and Bidding Phases.
 - b. Total project duration of 16 months.
 - c. Project Progress Meetings (excluding 60, 90 design review workshops): 14 total,
 - d. Separate workshop for Maximum Filter Rate Testing Protocol and Final Filter Rate Testing TM/DEQ Variance Request are included.
 - e. Separate 60 and 90 percent review workshops will be included.
4. Utility Coordination:
 - a. Since coordinating with other utilities will not be necessary as part of the Phase 1 work (WT-0249-3), the utility coordination work as specified in Task 2 (Paragraph B.2.(4)) will not be required as part of this project.
5. Drainage Report:
 - a. Since civil improvements will not be necessary as part of the Phase 1 work (WT-0249-3), a drainage report as specified in Task 2 (Paragraph B.2.(5)) will not be required as part of the 60 percent, 95 percent, and final submittal.
6. Survey:
 - a. No survey is required for Phase 1 (WT-0249-3), as a result, the benchmarking and

establishment of project control points as specified in Task 2 (Paragraph B.2.(11)) will not be required as part of the 60 percent, 95 percent, and final submittal.

7. Geotechnical:
 - a. No geotechnical is required for Phase 1 (WT-0249-3).
8. Submittals:
 - a. Separate 60, 90, Bid Set, and Conformed Submittals will be provided.
9. OPCC:
 - a. Complete Opinion of Probable PCC will be developed and submitted as part of the 60, 90, and final bid set deliverables.
10. Utility Coordination:
 - a. None anticipated/required for this project.
11. Design Documents:
 - a. Documents for each project phase will be prepared assuming that SRF funding with Davis Bacon, and Build America Buy America Act (BABAA) requirements will be applicable to Task 2 and Task 3 of the project.
 - b. Contract documents will employ delegated designs for the following:
 - i. Shoring and protection of existing utilities.
 - ii. Temporary bulkheads.
 - iii. Dust protection around each filter under construction.
 - c. Partial treatment facilities will be required to be shut down during the following:
 - i. Individual filter rehabilitation. Coordinate with WTP staff for shut-down of more than one filter. No more than two filters may be taken off-line for rehabilitation, except as designated for treatment train flume repairs.
 - ii. Flume repairs: Only one half of one treatment train may be taken off-line for repairs. When possible, adjoining filters will be rehabilitated at the same time as the flume repairs.
 - d. Temporary bulkheads for the finished water flume are not included in this element and will be provided as part of Project WT-0224 Clearwell Improvements at Draper WTP. Temporary bulkheads for the backwash waste washwater flume are included in this project.
 - e. Design Documents will include a single bid set with approximate submittals for the 60, 90, and 100% design documents.
 - f. Pre-negotiated Items: The following equipment and materials will be pre-negotiated with approved submittals included with the contract documents and the responsibility to purchase, install, test, commission placed on the contractor.
 - i. Xylem Filter Underdrains
 - ii. Red Flint Filter Media
 - g. No architectural improvements will be required as part of this project scope.
 - h. Engineer's Division 1-17 specifications will be utilized.
 - i. **Trust** front ends will be utilized, which requires an Engineer corporate review.
12. Permitting:
 - a. For Phase 1, the following permitting submittals are anticipated:
 - i. ODEQ Construction Permit – Agency Review/90 percent Permit Submittal.

- ii. Public Works Submittal as defined herein.
 - iii. Plan Development Center Permit – A 60 percent pre-submittal review meeting will be held with the plan development center, this will be conducted concurrently with the fire department discussion. The remainder of the submittal will be reviewed through the public works submittal review process.
 - b. Environmental determination documents for DWSRF funding requirements will be prepared and it is assumed that all of the entities to be contacted as part of the environmental determination will provide a FONSI or “finding of No Significant Impact” for the project and no further permitting will be required with any/all of these agencies.
13. Property Assistance:
- a. All design work will be within the property owned by Trust. Therefore, no property or easement acquisition services will be required.
14. Trust Responsibilities:
- a. Trust will furnish Engineer available studies, reports, and other data pertinent to Engineer’s services; obtain or authorize Engineer to obtain or provide additional reports and data as required; furnish to Engineer services of others required for the performance of Engineer’s services hereunder, and Engineer shall be entitled to use and reasonably rely upon all such information and services provided by Trust or others in performing Engineer’s services under this scope of work.
 - b. Trust shall arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services hereunder.

A. Project Management and Progress Reporting:

- 1. The Engineer shall provide project management and progress reporting functions required to successfully complete Tasks 2 and 3.
- 2. Monthly Progress Reporting: The Engineer shall prepare and submit to Trust monthly invoice packets including the following:
 - a. A cover letter providing general project status, progress completed during the invoice period for each major subtask, overall percent complete for each major subtask, planned activities for the upcoming month, information requests, action items required to be addressed by the Trust, schedule status with any applicable delays, and a list of potential scope adjustments.
 - b. Monthly invoice.
 - c. Updated project schedule.
- 3. Potential Scope Adjustment Register: The Engineer shall maintain a potential scope adjustment (PSA) register. In the event there is consideration given for changes to the Project’s scope of work, the Engineer will develop and present PSAs with the next monthly invoice transmittal.
 - a. Engineer shall itemize the potential changes detailing the anticipated cost impact to the Engineer’s contract and the Project’s construction cost.
 - b. Engineers shall detail impacts, if any, to the project schedule.
- 4. Progress Meetings:

- a. The engineer shall conduct regular monthly progress status meetings with the Trust. The meetings shall cover the following items at a minimum:
 - i. Update the team on project status, progress achieved, budget and schedule status/concerns and potential deviations from the Scope of Services and corrective actions.
 - ii. Discuss project issues, coordinate work activities and review work activities planned for the upcoming period. These progress meetings will be in addition to other work product review meetings or workshops with Trust as identified herein. The Engineer will prepare an agenda for each meeting.
 - iii. Engineers shall distribute meeting minutes within seven (7) calendar days of the meeting.
- 5. Quality Assurance and Quality Control: The design documents shall be reviewed by the Engineer's technical advisors and/or senior technical staff for quality assurance and quality control (QA/QC) purposes prior to delivery to the Trust.
 - a. Engineer QA/QC reviews of each deliverable shall be completed prior to submitting to the Trust for review. A concurrent QA/QC review with the Trust shall not be permitted without prior written approval from the Trust.
 - b. Results of the reviews shall be maintained by the Engineer in its records files until completion of the Project. The results of the QA/QC review shall be incorporated into the Final Contract Documents.
- 6. Schedule: Engineer shall provide an updated detailed schedule for execution of the project prior to the initiation of Task 2.
 - a. Schedule shall be updated monthly based on progress.

B. 60% Design

- 1. After receipt of the Engineering Design Report by the Trust and issuance of a written notice to proceed by the Trust, Engineer shall advance the design to an approximate 60% design level. It will build upon the Engineering Design Report and 30% design.
- 2. Plans: Additional sheets required to complete the scope of work as defined within this amendment will be provided at no additional cost.
- 3. Specifications: Additional specifications required to complete the scope of work as defined within this amendment will be provided at no additional cost.
 - a. The specifications will include pre-procurement of the Filter Underdrains and Filter Media to develop a fixed price proposal to be included with the bid form.
 - b. The specifications will include separate specifications with one specification defining the suppliers requirements which includes the suppliers proposal and the other specification defining the contractors responsibilities for the procurement, installation, testing and commissioning of the pre-procured items.
 - c. The pre-procurements specification will include the price proposals and terms of conditions from the manufacturer. It is assumed that the submittal review will be part of the Task 4 services during construction.
- 4. Opinion of Probable Construction Costs:
 - a. Provide an updated OPCC following the recommendations of the Association of Advancement of Cost Engineering (AACE) International Recommendation Practice No. 18R about methodology and accuracy.
 - b. The cost opinion level of accuracy presented by the Engineer shall be a Class 2 –

Control or Bid/Tender cost opinion in accordance with accepted industry guidelines defined by AACE. The Class 2 estimate is commensurate with developed of the design concept to a 30% to 70% level; the expected accuracy on the low end will be -5 to -15 percent and the expected accuracy on the high end will be from +5 to +20 percent.

- c. Engineer will provide summary and detail reports of the OPCC. Summary OPCC report shall match the anticipated bid structure for the project.
 - d. Engineer will provide a variance for the summary and detailed OPCC reports comparing the updated OPCC with previous design milestone OPCCs. Engineers shall provide explanations for work items with significant cost increases. A significant cost increase for a line item is any increase of 10% or greater from the original OPCC.
5. Deliverable: Engineer will provide the following with 60% design deliverable:
- a. Plans: Provide full-scale plans in PDF format.
 - b. Specifications: Provide in PDF format.
 - c. Updated OPCC with variance report: Provide in PDF format.
 - d. Updated Quality Control Testing and Inspection Schedule: Provide in PDF format.
 - e. Updated Schedule of Special Inspections: Provide in PDF format.
6. Public Works Review Submittal:
- a. Engineer will submit the 60% design submittal to the Public Works review system for review by other applicable City departments.
 - b. The engineer shall provide a copy of the received comments to the Trust for a record copy.
 - c. Engineer will indicate if any review comments are a material change to the design scope with regards to engineering services fee, design schedule, or construction cost.
 - d. After review with the Trust, the Engineer will incorporate the comments into the next design deliverable submittal.
7. Review Meeting: Engineer will conduct the meeting between Trust's Project Team and Engineer to review the 60% design deliverable.
- a. Prepare and submit an agenda two (2) business days prior to the review meeting.
 - b. Prepare and submit meeting minutes to the Trust for review and comment within seven (7) calendar days of the meeting.
 - c. Engineer will incorporate Trust review comments into the 90% design deliverable and submit a response matrix documenting the proposed action to the Trust's comments with the 90% design deliverable.

C. 90% Design

1. After written notice from the Trust, the Engineer will advance the design to an approximate 90% design level. It will build upon the Engineering Design Report and 30% and 60% designs.
2. Plans:
 - a. Updates to all drawings provided with 60% design
 - b. All other drawings are required for a complete design.
3. Specifications:
 - a. Updates to all specifications provided with the 60% design.
 - b. Trust front-end specifications including draft bid format in .csv file format.

- c. All other specifications required for a complete design.
4. Opinion of Probable Construction Costs:
 - a. Provide an updated OPCC following the recommendations of the Association of Advancement of Cost Engineering (AACE) International Recommendation Practice No. 18R regarding methodology and accuracy.
 - b. The cost opinion level of accuracy presented by the Engineer will be a Class 2 – Control or Bid/Tender cost opinion in accordance with accepted industry guidelines defined by AACE. The Class 2 estimate is commensurate with development of the design concept to a 30% to 70% level; the expected accuracy on the low end will be -5 to -15 percent and the expected accuracy on the high end will be from +5 to +20 percent.
 - c. The engineer will provide summary and detailed reports of the OPCC. Summary OPCC report will match the anticipated bid structure of the Projects.
 - d. Engineer will provide a variance for the summary and detailed OPCC reports comparing the updated OPCC with previous design milestone OPCCs. Engineer will provide explanations for work items with significant cost increases. A significant cost increase for a line item is increase of 10% or greater from the original OPCC.
 5. Deliverable: Engineer will provide the following with each 90% design deliverable:
 - a. Plans: Provide full-scale plans in PDF format.
 - b. Specifications: Provide in PDF format.
 - c. Updated OPCC and variance report: Provide in PDF format.
 - d. Updated Quality Control Testing and Inspection Schedule: Provide in PDF format.
 - e. Updated Schedule of Special Inspections: Provide in PDF format.
 - f. 60% Design Comment Response Matrix and Decision Log: Provide in PDF format.
 6. Public Works Review Submittal:
 - a. Engineer will submit the 90% design submittal to the Public Works review system for review by other applicable City departments.
 - b. Engineer will provide a copy of the received comments to the Trust for a record copy.
 - c. Engineer will indicate if any review comments are a material change to the design scope with regards to engineering services fee, design schedule, or construction cost.
 - d. After review with the Trust, Engineer will incorporate the comments into the next design deliverable submittal.
 7. Review Meeting: Engineer will conduct the meeting between Trust's Project Team and Engineer to review the 90% design deliverable.
 - a. Prepare and submit an agenda two (2) business days prior to the review meeting.
 - b. Prepare and submit meeting minutes to the Trust for review and comment within seven (7) calendar days of the meeting.
 - c. Engineer will incorporate Trust review comments into the 90% design deliverable and submit a response matrix and decision log documenting the proposed action to the Trust's comments with the 100% design deliverable.

D. Final Design Documents

1. After written notice from the Trust, Engineer will advance the design to an approximate 100% design level. It will build upon the Engineering Design Report and 30%, 60%, 90% designs, and regulatory review comments.
2. Incorporate comments from Engineer's internal Quality Control, Trust, and applicable

regulatory agencies into the Final Design Documents.

3. Opinion of Probable Construction Costs:
 - a. Provide an updated OPCC following the recommendations of the Association of Advancement of Cost Engineering (AACE) International Recommendation Practice No. 18R regarding methodology and accuracy.
 - b. The cost opinion level of accuracy presented by the Engineer will be a Class 1 – Control or Bid/Tender cost opinion in accordance with accepted industry guidelines defined by AACE. The Class 1 estimate is commensurate with development of the design concept to a 50% to 100% level; the expected accuracy on the low end will be -3 to -10 percent and the expected accuracy on the high end will be from +3 to +15 percent.
 - c. Engineer will provide summary and detailed reports of the OPCC. Summary OPCC report will match the anticipated bid structure of the Projects.
 - d. Engineer will provide a variance for the summary and detailed OPCC reports comparing the updated OPCC with previous design milestone OPCCs. Engineer will provide explanations for work items with significant cost increases. A significant cost increase for a line item is increase of 10% or greater from the original OPCC.
4. Deliverable:
 - a. Plans:
 - i. Electronic: Provide full-scale plans in PDF format.
 - ii. Hard copy: Provide up to three (3) half-scale sets and one (1) full-scale set.
 - b. Specifications:
 - i. Electronic: Provide in PDF format. PDF format will be fully indexed using the Table of Contents and bookmarks will be created in the navigation frame for each major entry in the Table of Contents.
 - ii. Hard copy: Provide up to three (3) double-sided sets.
 - c. Updated OPCC and variance report: Provide in PDF format.
 - d. Updated Quality Control Testing and Inspection Schedule: Provide in PDF format.
 - e. .csv Bid File: Provide in .csv format.
 - f. 90% Design Comment Response Matrix and Decision Log: Provide in PDF format.

E. Utility Coordination -

1. All work in Phase 1 will be conducted in the interior of the Filter Buildings. No Utility Coordination is required.

F. Geotechnical Services

1. All work in Phase 1 will be conducted in the interior of the Filter Buildings. No Geotechnical Services are required.

G. Permitting

1. Engineer will provide services for the identification of and submittal preparation of applicable permits.
 - a. Provide assistance to Trust in obtaining permits from federal, state, and local agencies.
 - b. Submit the required sets of documents for review and approval.
 - c. Provide formal responses to any comments received and incorporate revisions into the Construction Contract Documents.
 - d. Provide in the Construction Contract Documents a list of permits which must be obtained by the Contractor.

2. The following permits are anticipated:
 - a. ODEQ – Construction Permit..

H. Property assistance – None Required

I. DWSRF Support Services:

1. Engineer will provide support services as required to facilitate Drinking Water State Revolving Fund (DWSRF) funding for the project including coordination with the Oklahoma Department of Environmental Quality (ODEQ).
2. Engineer will submit the Trust-approved preliminary engineering report to ODEQ.
3. Engineer will prepare technical specifications and front ends to be compliant with DWSRF project requirements, specifically the Davis Bacon and Build America Buy America Act (BABAA) requirements.
4. Engineer will prepare DWSRF Site Certificate form for signature by the Trust and submit to ODEQ.
5. Engineer will prepare the Worksheet for Calculating Weighted Loan Terms including signing and sealing. Engineer will submit to ODEQ.
6. Engineer will submit Trust-approved signed and sealed permit set of the plans and specifications to ODEQ. Engineer will be responsible for payment of the review fees associated with the ODEQ plan review on behalf of the Trust.
7. Engineer will obtain and incorporate the latest version of Division 0 (Front End) DWSRF documents into the specifications.
8. Engineer will prepare the DWSRF Environmental Determination and submit to ODEQ.
9. The Trust will provide the required DWSRF loan application documents, such as the Request Letter for Placement on the Priority List, Loan Application, Authorized Representatives Certificate, Monthly Operating Statements, Electronic Fund Transfer forms, and any required documents for closing of the loan.
10. Sole source letter will be prepared justifying sole source of filter underdrains and other items specifically related to Trust Water Quality project standards.
11. Engineer will pay all applicable permit fees. The actual cost of the permit application fee will be reimbursed under Exhibit E – Additional Services.

Task 3 - Bidding Services

Engineer will provide Bidding Services in accordance with Task 3 of the Basic Contract and as supplemented herein. One construction package will be issued for bid and construction.

A. Bid Review:

1. Engineer will review bids for completeness, conformance with the Bid Documents, and coordinate as required to resolve any clarifications.

B. Conformed Drawings and Specifications:

1. Following the bid opening and award of Bid, revise the Drawings and Specifications to incorporate changes made during the Bidding Project by addendum to present a unified set of documents for use during the construction process. A copy of all addenda will be placed at the front of the Conformed Specifications.
2. Deliverable:

- a. Electronic: Provide in PDF format.
- b. Hard Copy – Trust:
 - i. Provide one (1) full-scale set of Conformed Drawings.
 - ii. Provide two (2) half-scale sets of Conformed Drawings.
 - iii. Provide two (2) copies of the Conformed Specifications.
- c. Hard Copy – Contractor:
 - i. Provide two (2) full-size sets of Conformed Drawings.
 - ii. Provide two (2) copies of the Conformed Specifications.

C. DWSRF Support Services:

- 1. Engineer will coordinate with the bidders and regulatory and funding agencies to ensure required documentation is submitted in accordance with DWSRF requirements.

Task 4 - Construction Administration Services (to be issued under a future amendment)

Task 5 - As-Built Drawings Services (to be issued under a future amendment)

Completion Time:

Table WT-0249-3-04 (Phase 1) Design Deliverables presents a summary of the project milestone dates based on the detailed schedule:

Table WT-0249-3-04 (Phase 1) Design Deliverable Milestones		
Work Item	Time to Complete (weeks)	Completion Time from NTP (weeks)
Task 1 -No Work		
Task 2 – 60% Design Submittal	18	18
Task 2 – 90% Design Submittal	14	32
Task 2 – 100% Design Submittal	17	49
Task 3 – Bidding Services	17	66

[The remainder of this page intentionally left blank.]

V. Amend **EXHIBIT B – COMPENSATION** to read as follows:

**EXHIBIT B
COMPENSATION
PROJECT NO. WT-0249
DRAPER WATER TREATMENT PLANT FILTER REHABILITATION**

Under the terms of this Contract, the Engineer agrees to perform the work and services described in this Contract. The Trust agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$1,584,076 (an increase of \$894,066), which includes: for Basic Services an amount not to exceed \$1,474,076 (an increase of \$878,566) and for Reimbursable Expenses, an amount not to exceed \$2,000 (an increase of \$2,000), as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$108,000 (an increase of \$13,500), as specifically set forth in Exhibit E.

**B.I. Basic Work and Services
Phase I**

Compensation for basic services may not exceed \$1,342,596 (an increase of \$878,566), and in no event may the Engineer receive compensation in excess of the amount listed for each task for performance of its basic services.

The Engineer may receive up to the following amounts of the not to exceed amounts for services rendered upon the completion of the following tasks. Partial payments of the not to exceed amounts for each task may be invoiced for incremental work completed. Not to exceed amounts below are accumulative for successive tasks.

Task 1 an amount not to exceed:

\$494,030

Completion and recommendation by the General Manager for approval by the Trust of the Preliminary Report for the project.

The breakdown for Task 1 – Preliminary Report Services is as follows:

1.1 Project Delivery and Communication	\$58,230
1.2.1 Condition Assessment of Filters 1, 3-8, 10, 12-17 -Filter Bays and underdrains	\$58,310
1.2.2 Develop Filter Hydraulic Profile and Develop Backwash and Settled Water Flume Connectivity Alternatives	\$119,480
1.2.3 Underdrain and Trough Replacement Alternatives Development and Evaluation	\$71,980
1.2.4 Develop Phasing Plan for Recommended Alternative	\$10,300
1.2.5 Engineering Report	\$175,730

Task 2 an additional amount not to exceed:

TS 1/14/19

\$848,560 (an increase of \$848,560)	Completion and acceptance by the Trust of the final plans and specifications for the project.
Task 3 an additional amount not to exceed: \$30,006 (an increase of \$30,006)	Award of the construction contract to the successful Bidder.
Task 4 an additional amount not to exceed: (by possible future amendment)	Upon completion and final acceptance by the Trust of the completed project. Said amount is to be paid proportionately to the level of completion of project construction. The proportionate amount is to be consistent with the Construction Contractor's percentage of completion.
Task 5 an additional amount not to exceed: (by possible future amendment)	Upon satisfactory completion and acceptance of the as-built drawings.
Task 6 an additional amount not to exceed: (by possible future amendment)	Compensation for Inspection Services shall not be greater than the amount and value of the work and services performed by the Engineer.

B.II. Basic Work and Services (added by Amendment No. 1)
Phase II - \$101,480

Compensation for basic services may not exceed \$101,480, and in no event may the Engineer receive compensation in excess of the amount listed for each task for performance of its basic services.

The Engineer may receive up to the following amounts of the not to exceed amounts for services rendered upon the completion of the following tasks. Partial payments of the not to exceed amounts for each task may be invoiced for incremental work completed. Not to exceed amounts below are accumulative for successive tasks.

Task 1 an amount not to exceed: Not required for this Phase	Completion and recommendation by the General Manager for approval by the Trust of the Preliminary Report for the project.
--	---

Task 2 an additional amount not to exceed:

\$36,690

Completion and acceptance by the Trust of the final plans and specifications for the project.

Task 3 an additional amount not to exceed:
\$10,482

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$38,788

Upon completion and final acceptance by the Trust of the completed project. Said amount is to be paid proportionately to the level of completion of project construction. The proportionate amount is to be consistent with the Construction Contractor's percentage of completion.

Task 5 an additional amount not to exceed:
\$2,548

Upon satisfactory completion and acceptance of the as-built drawings.

Task 6 an additional amount not to exceed:
\$12,972

Compensation for Inspection Services shall not be greater than the amount and value of the work and services performed by the Engineer.

B.III. Reimbursable Expenses (added by Amendment No. 2)

The Trust agrees to pay reimbursable expenses in an amount not to exceed \$2,000. Reimbursable expenses are in addition to the compensation for professional services and include actual expenditures made by Engineer in the interest of the project, with the prior approval of the General Manager, and include the following:

1. Payment of permit fees required by the Project* \$2,000

*The Engineer will only be reimbursed for the actual cost of the permit application fee. A valid invoice and/or receipt of payment from the billing agency must be provided for reimbursement. All administrative time or costs are to be included in the Base Services portion of the Contract.

Reimbursable expenses are limited to the actual cost for expenditures and shall not include any anticipated profits, overhead expenses, salaries and/or such other costs.

VI. Amend **EXHIBIT E – ADDITIONAL SERVICES** to read as follows:

**EXHIBIT E
ADDITIONAL SERVICES
PROJECT NO. WT-0249
DRAPER WATER TREATMENT PLANT FILTER REHABILITATION**

Additional Services shall only be provided upon prior written and clearly detailed direction of the General Manager. The Engineer may be directed to perform any, all or none of the following Additional Services that may include, but not be limited to, the following:

1. Grout Coring and Petrographic Analysis (Each Filter one location) \$10,250 per filter, not to exceed \$61,500.
2. Filter Box Underdrain Assessment (each Filter three locations) \$5,500 per filter, not to exceed \$33,000
3. Additional Services as Necessary to Complete the Project \$13,500 (added by Amendment No. 2)

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$108,000 (an increase of \$13,500). This allowance is to be used and paid to the Engineer in the manner established in this Contract, unless other compensation means are agreed to in writing by the General Manager. The Additional Services compensation may only be used after the Engineer has performed Additional Services upon prior written authorization by the City Engineer. Invoices submitted for Additional Services shall represent only hours actually worked on this project by the Engineer's employees and the Engineer's consultant's employees and shall be accounted for separately for each Additional Service performed.

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, the Trust and the Engineer that, as amended by this Instrument, all terms and conditions of the original Contract shall remain in full force and effect and the provisions of this Instrument shall become a part of the original Contract as if fully written herein.

IN WITNESS WHEREOF, this amendment was executed and approved by the Engineer this 29th day of July, 2024.

CAROLLO ENGINEERS, INC.

Thomas O. Crowley, P.E.

Vice President

[Signature]

Vice President

ATTEST:

STATE OF _____)

SS

COUNTY OF _____)

This instrument was acknowledged before me on this 29th day of July, 2024

Thomas O. Crowley as Vice President of Carollo Engineers

Commission Expires/My Commission Number:

April 12, 2026 / 22005133

[Signature]
Notary Public



IN WITNESS WHEREOF, this amendment was approved and executed by the Oklahoma City Water Utilities Trust this 13TH day of AUGUST, 2024.

ATTEST: Amy K. Simpson
Secretary



THE OKLAHOMA CITY WATER UTILITIES TRUST

[Signature]

Chairman

REVIEWED for form and legality.

[Signature]
Assistant Municipal Counselor

CONCURRED by the City of Oklahoma City this 27TH day of AUGUST, 2024

ATTEST: Amy K. Simpson
City Clerk



[Signature]

Mayor

TS 1/14/19

General Liability and Auto Liability include severability of interests. General Liability, Auto Liability & Workers' Compensation Deductibles: N/A. Professional Liability Deductible: \$25,000.

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.

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	60

All other terms and conditions of this policy remain unchanged.

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	60

All other terms and conditions of this policy remain unchanged.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 99 06 34****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) / Organization(s):	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured	60

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 No. WC 9730570

Insured CAROLLO ENGINEERS, INC.

Insurance Company Zurich American Insurance Company

WC 99 06 34

(Ed. 05-10)

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POLICY NUMBER: BAP 9730571

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

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

SCHEDULE

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

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

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

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

POLICY NUMBER
BAP 9730571

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: Zurich American Insurance Company

Endorsement Effective Date: 7/4/2024

SCHEDULE

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

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

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

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

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.

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.

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.

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.

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