

AMENDMENT NO. 6 TO CONTRACT FOR ENGINEERING SERVICES

This amendment is made and entered into this 19TH day of DECEMBER, 2023__, by and between the Oklahoma City Water Utilities Trust, a municipal trust (“Trust”), and Carollo Engineers, Inc. ("Engineer").

WITNESSETH:

WHEREAS, the Trust and the Engineer entered into an agreement on November 21, 2017 as follows:

Project No. WT-0159
Draper Water Treatment Plant, various improvements to strengthen the redundancy and resiliency for water treatment and storage; and

WHEREAS, this project provides for design and all other engineering services related to various improvements to strengthen the redundancy and resiliency for water treatment and storage at the Draper Water Treatment Plant; and

WHEREAS, subsequent to execution of the original contract, it was determined to be in the best interest of the Trust to consolidate Phase I and Phase II construction projects into one project and accelerate the design schedule; and

WHEREAS, furthermore, additional compensation for design services to modify the existing ammonia system will not be necessary if funds designated for Phase I construction project are reallocated to the combined design services for Phase I and Phase II; and

WHEREAS, the plant’s chemical processes are supplied from the existing high service pump station through a potable water loop, which is critical to plant operations; and

WHEREAS, it was determined the potable water loop is vulnerable to loss of pressure due to large diameter transmission main breaks and new pumps should be provided in the existing high service pump station to maintain plant operations; and

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

WHEREAS, subsequent to execution of the original contract as previously amended, due to the condition of the existing clearwells, it was determined to be in the best interest of the Trust to direct the Engineer to develop a contingency plan to: 1) define the potential failure

mechanisms for the existing clearwells; 2) list actions required for each type of failure; and 3) address the execution of the contingency plan to Trust operations and maintenance staff; and

WHEREAS, certain capital improvements may be conducted as part of this project that will allow for continued plant operations (if any or all of the existing clearwells become inoperable) and will be incorporated into a future project involving clearwell replacement; and

WHEREAS, the above work was authorized under the auspices of **Amendment No. 2**; and

WHEREAS, subsequent to execution of the original contract as previously amended, it was determined to be in the best interest of the Trust to direct the Engineer to provide review of additional construction submittals, conduct on-site submittal review meetings with the construction contractor, and provide for inspection services outside normal working hours; and

WHEREAS, costs associated with these additional services have been recouped through a change order to the construction contract; and

WHEREAS, it was also determined to direct the Engineer to provide additional design services related to restraints for the 60-inch valve to maintain construction progress; and

WHEREAS, additionally the time of completion for construction of the project was extended a total of 12 months (from 28 months to 40 months); and

WHEREAS, the Engineer provided additional construction administration and inspection services due to the project's extended time of completion; and

WHEREAS, the above work was authorized under the auspices of **Amendment No. 3**; and

WHEREAS, subsequent to execution of the original contract as previously amended, it was determined to be in the best interest of the Trust to direct the Engineer to revise the Draper Water Treatment Plant Risk Management Plan to incorporate the new feed equipment and locations associated with this project; and

WHEREAS, additionally, the time of completion for construction of the project was extended a total of 6 months (from 40 months to 46 months); and

WHEREAS, the Engineer provided additional construction administration and inspection services due to the project's extended time of completion; and

WHEREAS, the Engineer also provided inspection services outside of normal working hours to keep the project on schedule; and

WHEREAS, the above work was authorized under the auspices of **Amendment No. 4**; and

WHEREAS, subsequent to execution of the original contract as previously amended, the time of completion for construction of the project was extended a total of 9 months (from 46 months to 55 months); and

WHEREAS, the Engineer provided additional construction administration and inspection services due to the project's extended time of completion; and

WHEREAS, the Engineer also provided additional as-built and Project close-out services; and

WHEREAS, the above work was authorized under the auspices of **Amendment No. 5**; and

WHEREAS, subsequent to execution of the original contract as previously amended, due to issues encountered with filter effluent and backwash waste flumes, and the subsequent emergency construction work, the start-up, testing and commissioning activities for WT-0159 have been placed on hold; and

WHEREAS, as a result, the time of completion for construction of the project was extended a total of 5 months (from 55 months to 60 months); and

WHEREAS, the Engineer will provide additional construction administration and inspection services due to the project's extended time of completion; and

WHEREAS, the Engineer will also be required to provide Non-Compliance Notices (NCNs) to the Contractor, which require additional meetings, on-site visits, documentation and submittal reviews; and

WHEREAS, the notices were issued for the following items: 1) NCN-002, HOBAS Pipe; 2) NCN-004, Ammonia Feeders 3) NCN-005, Clearwell Nos. 4 and 5 Cracking; 4) NCN-007 Emergency Loop Pumps; and 5) NCN-009, Excessive Submittals - Control Panels; and

WHEREAS, per the Special Provisions of the construction Specifications, (Item 12.E.4. Contractor Responsibility for the Work, Item 37.D.1. Defective Work, and Section 01330,

Submittal Procedures, Item 1.07, B.4.a) costs associated with the NCN's shall be reimbursed to the Trust by the Contractor; and

WHEREAS, the original contract must be amended to provide for the Engineer's increased scope of work as 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 \$4,378,108 for engineering services

For Amendment No. 1:

Not to exceed \$75,650 for engineering services

For Amendment No. 2:

Not to exceed \$215,000 for engineering services

For Amendment No. 3:

Not to exceed \$696,735 for engineering services

For Amendment No. 4:

Not to exceed \$451,245 for engineering services

For Amendment No. 5:

Not to exceed \$410,713 for engineering services

For Amendment No. 6:

Not to exceed \$223,064 for engineering services

Total Amended Contract:

Not to exceed \$6,450,515 for all services (an increase of \$223,064); 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 consolidating Phase I and Phase II construction projects into one project and accelerating the design schedule; and **Amendment No. 2** work related to the development of a contingency plan to define the potential failure mechanisms for the existing clearwells, list actions required for each type

of failure, and address Trust operations and maintenance staff in the execution of the contingency plan; and **Amendment No. 3** work related to review of additional construction submittals, submittal review meetings, Inspection Services outside of normal working hours, design of a 60-inch valve restraint, and an increase to Task 4 - Construction Administration and Inspection Services; and **Amendment No. 4** work related to Inspection Services outside of normal working hours, an increase to Task 4 - Construction Administration and Inspection Services and revising the Draper Water Treatment Plant Risk Management Plan to incorporate the new feed equipment and locations associated with this project; and **Amendment No. 5** work related to nine additional months of construction administration and inspection services, and providing additional as-built services necessary for completion of the project; and **Amendment No. 6** work related to five additional months of construction administration and inspection services, and additional meetings, on-site visits, documentation and submittal reviews related to Non-Compliance Notices (NCNs) for the Contractor); 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 \$6,450,515 (an increase of \$223,064) for Basic Services as specifically set forth in Exhibit B, attached hereto and incorporated herein.

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

**EXHIBIT B
COMPENSATION
PROJECT NO. WT-0159
DRAPER WATER TREATMENT PLANT
VARIOUS IMPROVEMENTS TO STRENGTHEN THE REDUNDANCY
AND RESILIENCY FOR WATER TREATMENT AND STORAGE**

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 \$6,450,515 (an increase of \$223,064) for Basic Services as specifically set forth in this Exhibit B.

**B.I. Basic Work and Services
Project WT-0159 Phase I
(Deleted by Amendment No. 1)**

Compensation for basic services may not exceed \$0, 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

TS 12/15/16

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:

\$0

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:

\$0

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

Task 3 an additional amount not to exceed:

\$0

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:

\$0

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:

\$0

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

B.II. Basic Work and Services
Project WT-0159 Phase II

Compensation for basic services may not exceed \$6,450,515 (an increase of \$223,064), 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:
\$621,320

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:
\$2,197,803

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

Task 3 an additional amount not to exceed:
\$63,460

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$3,288,827 (an increase of \$223,064)

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:
\$279,105

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

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 6th day of December, 2023

CAROLLO ENGINEERS, INC.

Thomas O. Crowley, P.E.

Vice President

[Signature]

Vice President

ATTEST:

STATE OF OKLAHOMA)

) SS

COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 6th day of December, 2023 by Thomas O. Crowley as Vice President of Carollo Engineers, Inc.

[Signature]

My Commission Expires/Commission Number:

April 12, 2026 22005133 (Seal)



IN WITNESS WHEREOF, this Amendment was approved and executed by the Oklahoma City Water Utilities Trust this 19TH day of DECEMBER, 2023

THE OKLAHOMA CITY WATER UTILITIES TRUST

ATTEST:

Amy K Simpson
Secretary



[Signature]
Chairman

REVIEWED for form and legality.

Patricia Mann

Assistant Municipal Counselor

CONCURRED by The City of Oklahoma City this 2ND day of JANUARY,
2024

ATTEST:

Amy K. Simpson
City Clerk



[Signature]
Vice-Mayor

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.

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.

**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

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

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: 7/4/2023

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: BAP 9730571

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

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

SCHEDULE

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

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

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

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

Waiver Of Subrogation (Blanket) Endorsement

Policy No. GLO 9730569

Eff. Date of Pol. 7/4/2023

Exp. Date of Pol. 7/4/2024

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.

U-GL-925-A CW (12/01)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy No. WC 9730570

Insured CAROLLO ENGINEERS, INC.

Insurance Company Zurich American Insurance Company

WC 00 03 13

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.