

AMENDMENT NO. 1 TO CONTRACT FOR ENGINEERING SERVICES

This Amendment is made and entered into this 8th day of November, 2022, 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 June 4, 2019 as follows:

Project No. WC-0948
Pressure Control Valve Installation at Overholser Pump Station; and

WHEREAS, the Trust engaged the Engineer to provide for design and all other engineering services related to design, bidding, construction administration, inspection, and as-built services for the installation of a new pressure control valve and associated improvements at the Overholser Pump Station; and

WHEREAS, this project includes facilitating the repurposed use of BPS No. 9 during winter months to transfer treated water from the Draper Water Treatment Plant (WTP) to the Hefner WTP, which eliminated the need for a planned BPS No. 28; and

WHEREAS, subsequent to the execution of the original contract and due to the Trust's eventual decommissioning of the Overholser WTP, it has been determined to be in the best interest of the Trust to direct the Engineer to design, bid, and construct provisions to remove solids residuals from the existing Overholser WTP lagoons to allow demolition of a portion of these lagoons under project SM-0296; and

WHEREAS, the Engineer will be required to provide six additional months of construction administration and inspection services as a result of the expanded scope of work and extended construction schedule; and

WHEREAS, additionally, the Trust approved an extension of working hours to allow sludge hauling activities to occur from 10pm through 4am to expedite the sludge hauling process; and

WHEREAS, the extension requires the Engineer to provide inspection services during off-hours, therefore, the Engineer must be compensated at a higher rate for those services; 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 \$237,500 for engineering services

For Amendment No. 1:

Not to exceed \$175,684 for engineering services

Total Amended Contract:

Not to exceed \$413,184 for all services (an increase of \$175,684); 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 additional design for removal of solids residual from the Overholser WTP lagoon, 6 months of additional construction administration and inspections, and off-hours sludge hauling inspections); 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 \$413,184 (an increase of \$175,684), which includes: for Basic Services an amount not to exceed \$347,154 (an increase of \$170,654) as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$66,030 (an increase of \$5,030) as specifically set forth in Exhibit E, attached hereto and incorporated herein.

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

Exhibit A-Scope of Work

(Added by Amendment No. 1)

PROJECT BACKGROUND – Additional Lagoon Dewatering Design:

The Engineer was originally contracted in project WC-0948 for the design, preparation of plans and specifications, bidding services, construction administration services, construction inspection services, and as-built services for a pressure regulating station and bypass at the Overholser WTP.

This project was originally identified to facilitate the repurposed use of BPS No. 9 during winter months to transfer treated water from the Draper WTP to the Hefner WTP, which eliminated the need for a planned BPS No. 28. Due to the City's eventual decommissioning of the Overholser WTP it will be necessary to design, bid, and construct provisions to remove solids residuals from the existing Overholser WTP lagoons. This will permit the demolition of a portion of these lagoons under project SM-0296 expected to be bid in March 2022.

The following scope of services outlines the design, bidding, construction administration, construction inspection services, services for lagoon residuals dredging, dewatering, disposal, and closure at the site of the decommissioned Overholser WTP.

PROJECT BACKGROUND – Additional Months of Task 4 Services, Additional Resident Inspection and Off-Inspection Hours:

The original contract assumed 6 months of construction administration services and included 1 additional month as part of the additional services. Due to the expansion of the contractor's scope to include the residuals dredging/dewatering/disposal operations and the additional time required in the contract from the original assumptions due to extended delivery times of key items on the critical path (Valves, piping, etc), the contractor was provided an additional 7 month of construction time for the project. Consequently, an additional 6 months of construction administration services are included in this amendment request along with a request for authorization to utilize the additional services.

The original contract assumed part-time resident inspection services of 200 hours at 6 months of construction during the normal working hours of 7 am to 5pm. As a result of the extension of the construction contract from 6 months to 11 months, additional part-time inspection hours during the normal working hours are warranted. In addition, the Trust approved extension of working hours for the sludge hauling activities to occur from 10 pm through 4 am to expedite the sludge hauling process. Due to the higher labor cost of providing inspecting during these off-hours, a higher inspection rate is necessary. The additional services included 150 hours at during normal working hours which will be necessary to address inspection during the additional construction time provided to the contractor. Consequently, these additional 150 hours during normal working hours are included in this amendment request along with a request for authorization to utilize the additional services.

TASK 1 ENGINEERING STUDY / PRELIMINARY REPORT SERVICES

Task 1.100 – Data Collection. Engineer will collect historical information regarding the lagoon to determine the following:

- Estimated volume of residuals to be removed.
- Characteristics of residuals to be removed including:
 - Average estimated percent solids.
 - Average depth of residuals
 - Average calcium content for reuse as agricultural lime.
 - TCLP tests for landfill disposal.

TASK 2 FINAL PLAN SERVICES

The following task description is intended to supplement the Task 2 description in the Basic Services of this Contract.

The following assumptions are utilized in the preparation of this Scope of Services.

1. General: The final set of plans and specifications will contain the following elements:
 - a. Definition of limits of residuals to be removed.
 - b. Estimated total dry solids in each of the lagoons.
 - c. Estimated characteristic of residuals for disposal in a landfill or use as an agricultural lime.
 - d. Required minimum % dry solids for over the road hauling.
 - e. Noise limitations
 - f. Measurement and payment for total dry solids removed from lagoons.
2. Civil:
 - a. Site modifications for Contractor access and traffic; stormwater and erosion management, and spill control in and around lagoons at the Overholser WTP.
 - b. Site Utilities and temporary facilities and controls:
 - i. Locations and capacities of where temporary power for potential dredging/dewatering/hauling equipment and facilities can be obtained.
 - ii. Location and capacities of where potable water for potential dredging/dewatering/hauling equipment and facilities can be obtained.
 - iii. Location and carrying capacity of sanitary sewer facilities for potential discharge of dredging/dewatering facilities and water quality discharge limitations.
3. Architectural
 - a. Not used.
4. Structural:
 - a. Not used.
5. Mechanical:
 - a. Not used.
6. HVAC/Building Mechanical:
 - a. Not used.
7. Electrical:
 - a. Not used.
8. Instrumentation and Controls:
 - a. Not used.

Task 2.240 Preparation of Drawings (Plans) and Specifications for Project Construction:

Final drawings will be delivered in both paper and electronic (PDF) format to the city. Engineer will prepare construction documents (plans, specifications, and related information) to allow bidding and subsequent construction activities as outlined in this Amendment.

Included in the specifications will be a description of known constraints on the Contractor's construction sequencing plan that identifies the requirements of the Contractor to coordinate with all activities pertaining to site management, dredging, dewatering, and residuals disposal processes and testing. Given the schedule of the original Contract, the contract documents may need to address separate Contractor mobilizations outside of the primary pressure control valve vault installation, commissioning, and operational testing.

Task 2.250 Preparation of Estimates of Probable Construction Costs: Engineer will prepare interim and final estimates of probable construction costs prior to bidding the project.

Task 2 Deliverables

1. Meeting minutes from design workshops with the city
2. Engineering Plans (Final Design Submittal) for City staff review.
3. Final Construction Documents (engineering plans and specifications) ready for advertisement and bid.
4. Final Construction Documents (engineering plans and specifications) ready for ODEQ review and approval. Engineer will provide correspondence and make all corrections and revisions necessary to satisfy ODEQ comments, questions, and requirements.
5. Engineer's estimate of probable construction cost at interim and final stages of project development.

TASK 3 BIDDING SERVICES

Bidding services will be conducted in accordance with the Task 3 of the Basic Services of the original Contract. Production of a conformed electronic set will be provided.

TASK 4 CONSTRUCTION ADMINISTRATION SERVICES

Additional Months of Construction Inspection:

Additional Construction Administration for Lagoon Dewatering/ The scope of services includes the additional submittal reviews, RFI's, potential change orders, and change orders associated with the sludge dredging, dewatering, and hauling operations from the Overholser lagoons as part of the construction administration services for Project WC-0948. The It also includes an additional 6 months of construction administration.

TASK 5 RECORD DRAWINGS

Record drawing services will be completed in accordance with the Task 5 of the Basic Services of the original Contract. Additional task 5 services included in this amendment are as follows:

Task 5.540 Lagoon Closure Plan:

Engineer to develop a lagoon closure plan to address the following:

- Notify ODEQ of the intent to close the Overholser Lagoons and discontinue their use as a residual handling facility.
- Describe the reasons for the closure and the means the residuals will be removed from the lagoons.
- Describe the means the lagoons will be closed and a schedule of closure activities.
- Submit the ODEQ approved residuals management plan as an attachment.

TASK 6 CONSTRUCTION INSPECTION SERVICES

Table 0948-1 below summarizes the additional inspection services required to monitor the measurement and payment and quantity of the residuals dredging, dewatering and hauling operations:

Contract	Construction Duration	Construction Inspection Hours	Type
Original	6	200	Part Time 7-5 pm
This Amendment – Outside Contract Hours	4	150	Part Time 10 pm-4 am
Additional Services – Norman Working Hours	3	150	Part Time 7-5 pm
Total	13	500	Part Time

Notes:

1. Original Projections of construction duration of 6 months assumed in the original contract will be extended by 7 months to 13 months total due to a combination of supply chain issues and the additional dredging and dewatering operations.
2. The original projections of contract working hours included 200 hours assuming these would occur during the 7am-5pm normal working hours. However, the sludge residuals disposal contractor was permitted by Trust to extend working hours to 10 pm to 4 am. As a result, these will be invoiced separately since the inspection staff necessary to perform the nighttime work has a higher billing rate to that proposed (\$150/hour).

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

**EXHIBIT B
COMPENSATION
PROJECT NO. WC-0948
PRESSURE CONTROL VALVE INSTALLATION
AT OVERHOLSER PUMP STATION**

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 \$413,184 (an increase of \$175,684) which includes: for Basic Services an amount not to exceed \$347,154 (an increase of \$170,654) as specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$66,030 (an increase of \$5,030), as specifically set forth in Exhibit E.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$347,154 (an increase of \$170,654), 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:
\$57,515 (an increase of \$9,140)

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:
\$105,930 (an increase of \$38,430)

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

Task 3 an additional amount not to exceed:
\$13,165 (an increase of \$5,040)

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$119,250 (an increase of \$90,000)

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:
\$8,794 (an increase of \$5,544)

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

Task 6 an additional amount not to exceed:
\$42,500 (an increase of \$22,500)

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

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

**EXHIBIT E
ADDITIONAL SERVICES
PROJECT NO. WC-0948
PRESSURE CONTROL VALVE INSTALLATION
AT OVERHOLSER PUMP STATION**

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. Geotechnical investigation and services - \$5,000 (2 Borings @ \$2,500/each)
2. Utility locates - \$7,500 (5 @ \$1,500/each)
3. Additional one (1) month of Construction Administration Services -\$15,000
4. Additional 150 hours of inspection - \$15,000
5. Additional Services necessary for completion of the project - \$18,500
These services are limited to the following:
 - a. Additional design work for WC-0948 authorized by the General Manager that provides additional value to the contract, such as improving the site lighting in the area, adding access roadways to the PRV facility, and additional coordination with other construction projects.
 - b. Additional meetings with ODEQ, ONG, and OG&E to review and discuss the project.
6. Rebar Cutting Inspection Review Services - \$5,030 (added by Amendment No. 1)

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$66,030 (an increase of \$5,030). 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 General Manager. 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.

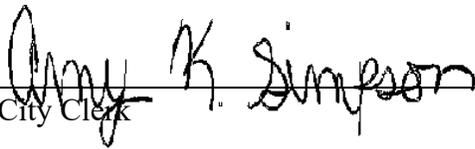
REVIEWED for form and legality.



Assistant Municipal Counselor

CONCURRED by the City of Oklahoma City this 22nd day of November,
2022.

ATTEST:



City Clerk





Mayor

Professional Liability and Pollution Incident Liability Insurance Policy Endorsement

NOTICE ENDORSEMENT - NOTICE OF CANCELLATION, NON-RENEWAL OR REDUCTION IN LIMITS WHERE REQUIRED BY WRITTEN CONTRACT

It is understood and agreed that if the **Named Insured** has agreed in a written contract with its client to provide such client with notice of cancellation or non-renewal of this Policy, or notice of a reduction in the Limits of Liability of this Policy by endorsement during the **policy term**, the Insurer will provide such notice of cancellation, non-renewal or reduction in Limits to the client as set forth herein.

Within ten (10) business days of the Insurer's request, the **Named Insured** will deliver to the Insurer, or cause to be delivered by the broker or agent of record, a list acceptable to the Insurer containing the names and addresses of all entities entitled to receive notice. If the list is not provided to the Insurer within such time period, the Insurer will not provide notification. The Insurer will assume that the list provided to the Insurer by the **Named Insured** or the broker is a complete and accurate list of certificate holders. Only those persons or entities listed on the schedule will receive notification. The Insurer will keep no other record of any certificate holders in the Insurer's file. Such notice will be delivered to such client at the address recorded by certificate on file with the broker or agent of record and provided to the Insurer.

With respect to cancellation or non-renewal of this Policy, the Insurer will provide the **Named Insured's** client with the greater of:

1. thirty (30) days' notice; or
2. the number of days' notice set forth in the applicable State Provisions endorsement attached to this Policy in accordance with the Cancellation/Non-Renewal condition of the Policy.

With respect to a reduction in the Limits of Liability of this Policy by endorsement during the **policy term**, the Insurer will provide the **Named Insured's** client with the lesser of:

1. sixty (60) days' notice; or
2. the number of days' notice required in the **Named Insured's** contract with such client.

The Insurer's failure to provide such notification will not extend the Policy cancellation date, negate cancellation or non-renewal of the Policy, invalidate any endorsement to the Policy or be cause for legal action against the Insurer.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CNA83699XX (11-2015)

Policy No:
AEH288354410

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: 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: 7/4/2022

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.

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.

Attachment Code: DS95120 Certificate ID: 10521525

Waiver Of Subrogation (Blanket) Endorsement

Policy No. GLO 9730569
Eff. Date of Pol. 7/4/2022
Exp. Date of Pol. 7/4/2023

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)