City of Stuart

City of Stuart Contract Amendment/Renewal

October 10, 2019

Carollo Engineering, Inc.
Attn: Elisabeth Fujikawa
9897 Lake Worth Rd. Suite 302
Lake Worth, Florida 33467

DESCRIPTION OF CONTRACT AMENDMENT/RENEWAL:

This will confirm our agreement to renew and amend your current contract dated December 11, 2017, for REI #2017-172, Professional Engineering Services due to expire

The contract is amended to remove the following:

~~**Section 2. Work Authorization**~~

~~Each "Work Authorization" shall specify the Period of Service agreed to by the City and the Professional for services to be rendered under said "Work Authorization".~~

~~CITY will compensate Professional for services under each Work Authorization. The fee due to the Professional shall be set forth in each Work Authorization and shall be in accordance with Professional's personnel hourly rate schedule formalized in "**Exhibit C**" to this Agreement. Professional's personnel hourly rate schedule may be updated prior to each optional renewal period.~~

A scope of services with tasks, deliverables, and estimate for engineers' services is still required, however a purchase order will be issued in lieu of a work authorization in accordance with the Professional's personnel hourly rate schedule formalized in Exhibit C.

The amendment is hereby incorporated and made a part of REI #2017-172 and shall become effective upon mutual consent. The renewal is for the period beginning 12/11/2019 through December 10, 2020. All other terms, conditions and pricing of this REI remain unchanged.

The undersigned approves by mutual agreement for implementation of the contract modification stipulated herein by signing below:

	10/15/19		10-25-19
Authorized Signature	**Date**	**David Dyess**	**Date**
Carollo Engineering, Inc.		**City Manager**	

City of Stuart
Hourly Billing Rates
Carollo Engineers, Inc.
13-Oct-17

Title	Hourly Rate
Senior Principal	$225
Principal	$200
Senior Project Manager	$130-$195
Construction Project Manager	$190
Project Manager	$120-$160
Design Technician	$180
Traffic Technician	N/A
CAD Technician	$60 to $95
Analyst	N/A
Office Manager	$115
Clerical	$69
Travel	Current IRS mileage rate
Subcontractors	Cost plus 15%

City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement & Contracting Services Division

Lenora Darden, CPPB
Procurement Manager
purchasing@ci.stuart.fl.us

Telephone (772) 288-5308
Fax: (772) 600-0134
www.cityofstuart.us

December 21, 2017 **Via:** Email transmission: efujikawa@carollo.com

Carollo Engineers, Inc.
Attn: Ms. Elizabeth Fujikawa, P.E., LEED AP
2056 Vista Parkway, Suite 400
West Palm Beach, FL 33411

Subject: Notice of Award
REI# 2017-172, Professional Engineering Services

Dear Ms. Fujikawa:

The Stuart City Commission awarded REI# 2017-172, Professional Engineering Services to your firm on Monday, December 11, 2017**.** Please consider this your formal notice of award. The detailed scope of services to be performed and schedule of fees for those services shall be detailed in each Work Authorization.

The initial contract period will be for two years, effective December 11, 2017 through December 10, 2019, with three (one-year) renewal options. The City reserves the right to exercise the option to renew annually, if mutually agreed upon in writing by both parties subject to the same terms and conditions of the original agreement. Annual renewals shall be subject to vendor's satisfactory performance and determination that the contract renewal is in the best interest of the City.

The City of Stuart looks forward to a mutually beneficial business relationship. If you have any questions, please feel free to contact me by email at purchasing@ci.stuart.fl.us or call me at (772) 288-5308.

Sincerely yours,

Lenora Darden
Procurement Manager

c: Public Works Staff
REI 2017-172 Official File

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 146-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AWARD REI# 2017-172, PROFESSIONAL ENGINEERING SERVICES TO THE SIX MOST QUALIFED FIRMS, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart hereby awards the Request for Expressions of Interest# 2017-172, Professional Engineering Services to the six (6) most qualified firms for the initial period of two (2) years with the option of three (3) additional one-year renewal periods.

No.	Firm	City/State
1	Bowman Consulting Group, LTD., Inc.	Stuart, Florida
2	Captec Engineering Inc.	Stuart, Florida
3	Carollo Engineers, Inc.	Lake Worth, Florida
4	Culpepper & Terpening, Inc.	Fort Pierce, Florida
5	Holtz Consulting Engineers, Inc.	Stuart, Florida
6	Kimley-Horn and Associates, Inc.	West Palm Beach, Florida

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 146-2017
Award REI #2017-172, Professional Engineering Services

Commissioner CAMPENNI offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner CLARKE and upon being put to a roll call vote, the vote was as follows:

	YES	NO	ABSENT	ABSTAIN
KELLI GLASS LEIGHTON, MAYOR	X			
BECKY BRUNER, VICE MAYOR	X			
TROY MCDONALD, COMMISSIONER	X			
EULA R. CLARKE, COMMISSIONER	X			
TOM CAMPENNI, COMMISSIONER	X			

ADOPTED this 11th day of December, 2017.

ATTEST:

CHERYL WHITE
CITY CLERK

KELLI GLASS LEIGHTON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

CITY OF STUART · FLORIDA · INCORPORATED 1914 · SAILFISH CAPITAL OF THE WORLD

STANDARD AGREEMENT

BETWEEN
CITY OF STUART AND PROFESSIONAL
FOR ENGINEERING SERVICES

PROJECT: REI #2017-172: PROFESSIONAL ENGINEERING SERVICES

CONSULTANT: CAROLLO ENGINEERS, INC.
2056 VISTA PARKWAY, SUITE 400
WEST PALM BEACH, FL 33411

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, hereinafter "Contract," made and entered into the 11th day of December, 2017 by and between Carollo Engineers, Inc., hereinafter referred to as "CONSULTANT" and the City of Stuart, Florida, a municipal corporation, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "CITY", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF AGREEMENT

City intends to enter into a contract with Professional for provision of Engineering Services by the Professional and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

The Professional shall provide Professional Engineering Services in all phases of any project for which a Work Authorization has been issued by the City pursuant to this Agreement as hereinafter provided. These services will include serving as City's professional consulting representative for the Project, providing professional consultation, advice, and furnishing customary engineering as described in the Work Authorization. The detailed scope of services to be performed and schedule of fees for those services shall be detailed in each Work Authorization.

Section 1. Scope of Service

Professional shall work with the City Public Works Director, City Attorney, City Manager, or other City staff in advising the City and the City Commission regarding Professional Engineering Services. The services will be those customarily attendant to Professional Engineering Services including, but not limited to the following:

A. Preparation of roadway location or alignment studies

B. Preparation of roadway design

C. Preparation of land acquisition documents

D. Preparation of a hydrologic & hydraulic studies

E. Preparation of storm drainage system design

F. Preparation of new or retrofit storm water management design

G. Preparation of floodplain studies

H. Preparation and procurement of requisite environmental permits

I. Performance of traffic counts

J. Preparation of traffic studies and analysis

K. Preparation of maintenance of traffic design

L. Preparation of structural studies and design for bridges, culverts and retaining walls

M. Preparation of construction documents

N. Preparation of cost estimates

O. Preparation of Construction Plans for Waterfront and Marine Facilities (docks, seawalls, river walks, upland support facilities)

P. Presentation to the Commission, staff, and the public of reports, plans, and exhibits

Q. Preparation of as-built plans

R. Review of plans, specifications and estimates developed by others

S. Preparation of design studies, design plans and design specifications for water distribution, wastewater collection, and reclaimed water systems, specific water and wastewater process control evaluations and reports, and other related water, wastewater, and reclaimed water projects.

T. Other customary Professional Engineering Services

III. AGREEMENT PROVISIONS

Section 1. Term of Agreement

Upon award of this Agreement, the effective date of this Agreement shall be the date of execution of this Agreement by both City and Professional. Term of this agreement shall be for an initial period of two (2) years with the option of three (3) additional one-year renewal periods, upon the mutual agreement of the parties. At the option of the City, and upon the agreement of the Professional, this Contract may be converted to or replaced at any time with a "Continuing Services Contract" as that term is used in Section 287.055, et seq, Florida Statutes (CCNA).

Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties not to exceed six (6) months.

Section 2. Work Authorization

Each “Work Authorization” shall specify the Period of Service agreed to by the City and the Professional for services to be rendered under said “Work Authorization”.

CITY will compensate Professional for services under each Work Authorization. The fee due to the Professional shall be set forth in each Work Authorization and shall be in accordance with Professional's personnel hourly rate schedule formalized in “**Exhibit A**” to this Agreement. Professional's personnel hourly rate schedule may be updated 90 days prior to each optional renewal period.

Section 3. Compensation and Method of Payment

3.1 Fee Schedule

Professional's personnel hourly rate schedule formalized in “**Exhibit A**” shall include all services, material, supplies and any other items or requirements necessary to complete the work as

described herein, including but not limited to out of pocket expenses, such as, identifiable communication expenses, reproduction costs, postage, printing, copying, and long distance telephone, etc.

3.2 Invoices

CONSULTANT shall submit an invoice to the CITY upon completion of the Scope of Service as defined by the work authorization. Each invoice shall be detailed and include, but not be limited to, hours worked by each person assigned to the work authorization, date worked and all ancillary expenses incurred and by whom.

3.3 Payment

Payment for services rendered is due within thirty days of receipt and approval of invoice by City. Payment is delinquent 30 days following receipt and approval of invoice by City.

Section 4. Use of Documents

4.1 Ownership of Original Documents

All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONSULTANT'S services or have been created during the course of the CONSULTANT'S performance under this Contract shall become the property of and shall be delivered to the CITY after final payment is made to the CONSULTANT.

Section 5. Termination

5.1 Termination for Convenience

Either party upon a thirty (30) day written notice to the other party may terminate this Contract. In the event of any termination, CONSULTANT shall be paid for all services rendered to the date of termination including all reimbursable expenses.

5.2 Termination for Cause

The performance of the Agreement may be terminated by the CITY of Stuart in accordance with this clause, in whole or in part, in writing, whenever the CITY shall determine that the CONSULTANT has failed to meet performance requirement(s) of the Agreement. If the successful bidder should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the CITY, then the CITY can, after giving the successful proposer seven (7) days written notice, and without prejudice to any other right or remedy, terminate this agreement.

Section 6. ClTY's Obligations

6.1 Data to be Furnished

CITY shall provide the following information or services as required by CONSULTANT to complete the terms of the Agreement.

6.2 Designated Representative

The Designated Representative of the CITY to act with authority on the ClTY's behalf with respect to all aspects of the Project is Tim Voelker, City Engineer. This designation may be delegated by the City Manager or Public Works Director to another person.

The Designated Representatives for the Contractor with authority to act on the Contractor's behalf with respect to all aspects of the Project are:

Elizabeth Fujikawa, P.E., LEED AP
Vice President and Project Manager
Email: efujikawa@carollo.com
Phone: 561-868-6400
Fax: 925-930-0208

Section 7. Persons Bound by Agreement

7.1 Parties to the Agreement

The persons bound by this Contract are the CONSULTANT and the CITY and their respective partners, successors, heirs, executors, administrators, assigns and other legal representatives.

7.2 Assignment of Interest in Agreement

This Contract and any interest associated with this Contract may not be assigned, sublet or transferred by either party without the prior written consent of the other party. The city may grant consent based upon the following factors: The qualifications of the assignee, the financial stability of the assignee, the likelihood of time to complete the contract, And other applicable factors as they relate to the service. Nothing contained herein shall be construed to prevent CONSULTANT from employing such independent consultants, associates and subcontractors as CONSULTANT may deem appropriate to assist in the performance of the services hereunder.

7.3 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than CONSULTANT and the CITY.

Section 8. Indemnification of CITY

The CONSULTANT and any of its agents, employees, subcontractors, sub-consultants, or anyone for whose act or acts any of them may be liable in the performance of the services under this Contract shall indemnify and hold harmless CITY, its agents, employees, elected officers and representatives from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of this Contract.

The CONSULTANT agrees to hold the CITY harmless from loss, damage, injury or liability arising directly from the negligent acts or omission of the CONSULTANT, its employees, agents, subcontractors and their employees and agents.

Section 9. Insurance.

9.1. General

CONSULTANT assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, arising out of or in any manner connected with the execution of the work under this Contract by CONSULTANT, and to the fullest extent permitted by law, CONSULTANT shall defend and indemnify the CITY from all such claims including without limitation claims for which the CITY may be, or may be claimed to be, liable in whole or in part and legal fees and disbursements paid or incurred to defend any such claims, as well as legal fees paid or incurred in connection with enforcing the provisions of this paragraph. CONSULTANT assumes the entire responsibility and liability for all damages and injury to all persons, whether their employees or otherwise, and to all property arising out of or in any manner connected with the execution of the work by CONSULTANT under this Contract. CONSULTANT shall obtain, maintain and pay for general liability insurance coverage as will insure the provisions of this paragraph and any other contractual indemnities assumed by CONSULTANT in this specific consideration for this indemnity is $10.00, the receipt and sufficiency of which are hereby acknowledged by CONSULTANT.

9.2 Workers' Compensation

The CONSULTANT shall procure and maintain, during the life of this Contract, Worker's Compensation insurance as required by Florida Statutes for all of employees of the CONSULTANT engaged in work on the Project under this Contract.

9.3 Insurance Policy Limits

CONSULTANT shall procure and maintain insurance policies as specified in Attachment A of the solicitation, (REI# 2017-172) and designated in Exhibit B.

9.4 Insurance Cancellation

The CONSULTANT shall furnish to the CITY Certificates of Insurance stating the Insurer will grant the City the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. If the insurance policies expire during the terms of the Contract, a renewal certificate or binder shall be filed with the CITY fifteen (15) days prior to the renewal date.

9.5 CITY to be Named Additional Insured

The amounts of insurance shall be determined by the CITY. The CITY shall be named as "additional insured" with regard to the coverage of General Liability and Automobile Liability policies.

9.6 Status of Claim.

The CONSULTANT shall be responsible for keeping the CITY currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this Contract. The CONSULTANT shall send notice of claims related to work under this Contract to the City. Copies of the notices shall be sent by fax, hand delivery or regular mail to:

Public Works Director
City of Stuart
121 S.W. Flagler Avenue
Stuart, Florida 34994
FAX: (772) 288-5381

Section 10. Professional Standards

10.1 Other Agreements

CONSULTANT is entering into this Contract with the understanding that the CITY has no agreements, either written or oral, for professional services relating to this specific Project which include any of those services within the Scope of Services defined herein.

10.2 Approvals Not Guaranteed

All work performed by Professional will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations. However, Professional does not warrant or represent that any governmental approval will be obtained, only that the Professional will exercise its best efforts to obtain all such approvals contemplated under this Contract.

10.3 Governmental Regulations

Professional shall assure that work performed under each Project Authorization shall be in accordance with all applicable governmental regulations.

Section 11. Opinions of Cost

Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding, or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified CONSULTANT, familiar with the construction industry. The CONSULTANT cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost. If at any time the CITY wishes greater assurance as to the amount of any cost, the CITY shall employ an independent cost estimator to make such determination. Consulting services required to bring cost within any limitation established by the CITY will be paid for as additional services hereunder by the CITY.

Section 12. General Conditions

12.1 Venue in Martin County

Venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

12.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

12.3 Attorney’s Fees and Costs

In the event the CONSULTANT defaults in the performance of any of the terms, covenants and conditions of this Contract, the CONSULTANT agrees to pay all damages and costs incurred by the CITY in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

12.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

12.5 Contract Amendment

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. No verbal agreement by the CITY or the CITY's representative identified herein shall be binding or enforceable against the CITY.

12.6 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

12.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

12.8 Competitive Negotiation

CONSULTANT shall execute a truth-in-negotiation certificate stating that wage rates and other factual costs supporting the compensation are accurate, complete, and current. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual costs. All such contract adjustments must be made within one (1) year following the end of the contract.

12.9 Prohibition Against Contingent Fees

CONSULTANT warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion to deduct form the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

CONSULTANT or partnership thereof, who offers to pay, or pays any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any City contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in F.S. 775.082 or F.S. 775.083.

Section 13. **Public Records**

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or cwhite@ci.stuart.fl.us , City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action with F.S. 119.0701 the Contractor shall:

Keep and maintain public records required by the public agency to perform the service.

Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.

If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

Section 14. Exhibits

The following Exhibits are attached to and made a part of this Contract:

"**Exhibit A**" - "Professional's Personnel Hourly Rate Schedule"

"**Exhibit B**" - "Insurance and Indemnification"

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signatures are on following page

IN WITNESS WHEREOF, the CITY has hereunto subscribed and the PROFESSIONAL has signed his, its, or their name, or names the date aforesaid.

CITY OF STUART, FLORIDA

ATTEST:

CHERYL WHITE
CITY CLERK

KELLI GLASS LEIGHTON
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:

(Signature)

(Signature)

PROFESSIONAL

CAROLLO ENGINEERS, INC.

(Signature)

ELIZABETH FUJIKAWA
Printed Name

VICE PRESIDENT
Title

EXHIBIT A

"PROFESSIONAL'S PERSONNEL HOURLY RATE SCHEDULE"

POSITION	HOURLY BILLING RATE
Senior Principal	$225.00
Principal	$200.00
Senior Project Manager	$195.00
Construction Project Manager	$190.00
Project Manager	$160.00
Design Technician	$180.00
CADD Technician	$ 95.00
Office Manager	$115.00
Clerical	$ 69.00

EXHIBIT B

"INSURANCE & INDEMNIFICATION"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/12/2017

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

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

PRODUCER
Risk Strategies Company
2040 Main Street, Suite 450
Irvine, CA 92614

www.risk-strategies.com CA DOI License No. 0F06675

CONTACT NAME: Risk Strategies Company
PHONE (A/C, No, Ext): 949-242-9240 FAX (A/C, No):
E-MAIL ADDRESS: syoung@risk-strategies.com

INSURED
Carollo Engineers, Inc.
2700 Ygnacio Valley Road, #300
Walnut Creek CA 94598

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Massachusetts Bay Insurance Company	22306
INSURER B :	
INSURER C : Hanover Insurance Company	22292
INSURER D : Continental Casualty Company	20443
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 36659664 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR ✓ Deductible $0 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ☐ LOC OTHER:	✓		ZDF8944892	12/31/2016	12/31/2017	EACH OCCURRENCE	$	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	$1,000,000
							MED EXP (Any one person)	$	$25,000
							PERSONAL & ADV INJURY	$	$1,000,000
							GENERAL AGGREGATE	$	$2,000,000
							PRODUCTS - COMP/OP AGG	$	$2,000,000
								$	
A	AUTOMOBILE LIABILITY ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY	✓		ADFA486963	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident)	$	$1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
							Deductible: Comp/Coll	$	$1,000
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$	
							AGGREGATE	$	
								$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WHF8903731	12/31/2016	12/31/2017	✓ PER STATUTE ✓ OTH-ER	Deductible: $0	
							E.L. EACH ACCIDENT	$	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$	$1,000,000
D	Professional Liability Unlimited Prior Acts			AEH288354410	7/4/2017	7/4/2018	Each Claim: Aggregate: Deductible:		$1,000,000 $2,000,000 $400,000

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

Projects as on file with the insured including but not limited to: REI# 2017-172 "Professional Engineering Services." Carollo Project #: Not yet assigned. City of Stuart is included as additional insured with respects to general & auto liability.

CERTIFICATE HOLDER

City of Stuart
Procurement & Contracting Services Office
121 S.W. Flagler Ave
Stuart FL 34994

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Michael Christian

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	$2,500
	- Loss of Earnings	$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

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(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor

(4) To any:

(a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

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

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph **a.;** or

2. Available under the applicable Limits of Insurance shown in the Declarations.

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

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **4. Other insurance:**

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

(1) For the sole negligence of the Additional Insured;

(2) When the Additional Insured is an Additional Insured under another primary liability policy; or

(3) when **b.** below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

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

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

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INURY AND PROPERTY DAMAGE LIABILITY**.

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

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

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self insured amounts under all that other insurance.

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

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition **3.** "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. SECTION I – COVERAGES, COVERAGE A – BODILIY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions** subparagraph **j.** is amended as follows:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3), (4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINTIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

a. worked on; or

b. used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

a. SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS, Paragraph **1. Insuring Agreement,** subparagraph **a.(3)(b)** is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph **3.a.** is replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions,** subparagraph **g.(2)** is replaced by the following:

g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs **1.b.** and **1.d.** are replaced by the following:

1.b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **6. Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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Named Insured: Carollo Engineers, Inc. Policy No. ZDF8944892

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)
(Including Nonpayment of Premium)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART

SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Thirty (30) Days Notice
City of Stuart Procurement & Contracting Services Office 121 S.W. Flagler Ave Stuart FL 34994		

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

If we cancel this policy for any reason, including nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no less than the number of days In advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation. If the reason for cancellation is nonpayment of premium, however, we will provide ten days notice.

Such notice of cancellation is solely for the purpose of Informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Authorized Representative or
countersignature (where required by law)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. The following is added to **SECTION II – LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured:**

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph **A.1.c.** of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

(1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or

(2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to **SECTION IV – BUSINESS AUTO CONDITIONS,** Paragraph **B. General Conditions,** subparagraph **5. Other Insurance:**

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II – LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured,** subparagraph **Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

(1) For the sole negligence of the additional "insured"; or

(2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or

(3) When the additional "insured" is also an additional "insured" under another liability policy.

C. This endorsement will apply only if the "accident" occurs:

1. During the policy period;

2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and

3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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Carollo Engineers, Inc.

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)

INSURED: Carollo Engineers, Inc.

POLICY NO.: ADFA486963

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
BUSINESS AUTO COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
City of Stuart Procurement & Contracting Services Office	121 S.W. Flagler Ave Stuart FL 34994	30

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

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no less than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

Failure to provide notice in accordance with the terms of this endorsement does not:

a. Alter the effective date of policy cancellation;

b. Render such cancellation ineffective;

c. Grant, alter, or extend any rights or obligations under this policy; or

d. Extend the insurance beyond the effective date of cancellation.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)
(Including Nonpayment of Premium)

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
City of Stuart		30
Procurement & Contracting Services Office	121 S.W. Flagler Ave	
	Stuart	
	FL 34994	

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

If we cancel this policy for any reason, including nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no less than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation. If the reason for cancellation is nonpayment of premium, however, we will provide ten days notice.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

Failure to provide notice in accordance with the terms of this endorsement does not:

a. Alter the effective date of policy cancellation;
b. Render such cancellation ineffective;
c. Grant, alter, or extend any rights or obligations under this policy; or
d. Extend the insurance beyond the effective date of cancellation.

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.)

Endorsement Effective 12/31/2016 **Policy No.:**WHF8903731 **Endorsement No: N/A**

Insured:
Carollo Engineers, Inc.

Insurance Company: Hanover Insurance Company

M.S. Christ

Authorized Representative

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For All the Commitments you Make

PROFESSIONAL LIABILITY AND POLLUTION INCIDENT LIABILITY INSURANCE POLICY

INSURED: Carollo Engineers, Inc.
Policy AEH288354410 Effective 7/4/2017 Endorsement Number

NOTICE ENDORSEMENT -
CANCELLATION OR NON-RENEWAL

We agree with **you** that **your** Policy is amended to include the following additional provisions.

1. **Your** Policy will not be:

XX Cancelled by us until we provide at least:

10 days prior written notice if we cancel **your** Policy for Non-payment of Premium;

30 days prior written notice if we cancel **your** Policy for The following reasons:

Any reason other than non-payment of premium.

___ Non-renewed by us until at least ___ days prior written notice is given to the person or entity named in 2. below.

2. Person or Entity:

City of Stuart
Procurement & Contracting Services Office
121 S.W. Flagler Ave
Stuart FL 34994

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 effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown above.

By Authorized Representative James F. Willging
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)

James F. Willging

Countersigned by Authorized Representative

256423

(Ed. 10/05)