



Financial Services
Purchasing Division
215 N. Mason St. 2nd Floor
PO Box 580
Fort Collins, CO 80522

970.221.6775
970.221.6707- fax
fcgov.com/purchasing

September 10, 2014

Carollo Engineers Inc
Attn: Mr. Bill Tomerlin btomerlin@carollo.com
10822 W. Toller Dr. Ste 200
Littleton, CO 80127

RE: 7163 On Call Professional Electrical & Instrumentation Engineering Services

Dear Mr. Tomerlin:

The City of Fort Collins wishes to extend the agreement term for the above captioned proposal per the existing terms and conditions and the following:


- 1) The term will be extended for one (1) additional year, October 5, 2014 through October 4, 2015.
- 2) Insurance Requirements, as defined on attachment.

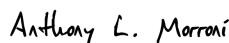
If the renewal is acceptable to your firm, please sign this letter in the space provided, **include a current copy of insurance certificate naming the City as an additional insured for General and Automotive Liability** and return all documents to the City of Fort Collins, Purchasing Division, P.O. Box 580, Fort Collins, CO 80522, within the next fifteen (15) days.

If this extension is not agreeable with your firm, we ask that you send us a written notice stating that you do not wish to renew the contract and state the reason for non-renewal.

Please contact Pat Johnson, CPPB, Senior Buyer at (970)221-6816 if you have any questions regarding this matter.

Sincerely,

DocuSigned by:

A9D0A054C8CB45D...
Gerry S. Paul
 Director of Purchasing and Risk Management

DocuSigned by:

61DE1B98A752408...

 Signature

9/15/2014

 Date



(Please indicate your desire to renew Agreement for 7163 by signing this letter and returning it to Purchasing Division within the next fifteen (15) days.)

GSP: jg

EXHIBIT B INSURANCE REQUIREMENTS

1. The Professional will provide, from insurance companies acceptable to the City, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Professional shall furnish the City with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statement:

“The insurance evidenced by this Certificate will not reduce coverage or limits and will not be cancelled, except after thirty (30) days written notice has been received by the City of Fort Collins.”

In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain, at the expense of the Professional, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Professional under this Agreement. The City, its officers, agents and employees shall be named as additional insureds on the Professional's general liability and automobile liability insurance policies for any claims arising out of work performed under this Agreement.

2. Insurance coverages shall be as follows:
 - A. **Workers' Compensation & Employer's Liability.** The Professional shall maintain during the life of this Agreement for all of the Professional's employees engaged in work performed under this agreement:
 1. Workers' Compensation insurance with statutory limits as required by Colorado law.
 2. Employer's Liability insurance with limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee.
 - B. **Commercial General & Vehicle Liability.** The Professional shall maintain during the life of this Agreement such commercial general liability and automobile liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for each coverage, Commercial General and Vehicle, shall not be less than \$500,000 combined single limits for bodily injury and property damage.

In the event any work is performed by a subcontractor, the Professional shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.
 - C. **Errors & Omissions.** The Professional shall maintain errors and omissions insurance in the amount of \$5,000,000.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/04/2014

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 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 Marsh Sponsored Programs a service of Seabury & Smith, Inc. PO Box 14404 Des Moines, IA 50306-9686	CONTACT NAME: PHONE (A/C No., Ext): 1-877-320-9393 FAX (A/C No.): 515-365-0895 E-MAIL ADDRESS: riskmanagement@marshpm.com Vendor ID: 31459 <hr/> <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Protective Insurance Company</td> <td>12416</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Protective Insurance Company	12416	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURED Carollo Engineers 2700 Ygnacio Valley Road, #300 Walnut Creek, CA 94598															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS										
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$										
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	LE001009437056	10/17/2013	10/17/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$										
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$										
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) GPR: 2760

Policy provides protection for any & all operations/jobs performed by the named insured where required by written contract. Certificate holder is an Additional Insured where required by written contract. Waiver of Subrogation included where required by written contract. Insurance is primary and non-contributory. Policy provides for 30 day notice of cancellation or non-renewal. City of Fort Collins, its officers, agents and employees are additional insured where required by written contract.
 RE: Projects as on file with the insured including but not limited to: RE: 7163 On Call Professional Electrical and

CERTIFICATE HOLDER City of Fort Collins Attn: Ms. Pat Johnson, CPPB Senior Buyer 700 Wood Street Fort Collins, CO 80521	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
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/4/2014

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Hanover Insurance Company</td> <td style="text-align: center;">22292</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C: Massachusetts Bay Insurance Company</td> <td style="text-align: center;">22306</td> </tr> <tr> <td>INSURER D: Continental Casualty Company</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hanover Insurance Company	22292	INSURER B:		INSURER C: Massachusetts Bay Insurance Company	22306	INSURER D: Continental Casualty Company	20443	INSURER E:		INSURER F:	
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INSURED Carollo Engineers, Inc. 2700 Ygnacio Valley Road, #300 Walnut Creek CA 94598															

COVERAGES CERTIFICATE NUMBER: 21471821 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.

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D	Professional Liability Unlimited Prior Acts			AEH288354410	7/4/2014	7/4/2015	Each Claim: \$5,000,000 Aggregate: \$5,000,000 Deductible: \$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: RE: 7163 On Call Professional Electrical and Instrumentation Engineering Services. Carollo Project #: 8413A.13
 City of Fort Collins, its officers, agents and employees are included as additional insureds with respects to General Liability.

CERTIFICATE HOLDER City of Fort Collins Attn: Ms. Pat Johnson, CPPB Senior Buyer 700 Wood Street Fort Collins CO 80521	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 <div style="text-align: right;"><i>M B Christian</i></div> Mike Christian
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POLICY NUMBER LE001009437056

**COMMERCIAL AUTO
PIC ENT 1015 0909**

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

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

1. SECTION II.A.1 – WHO IS AN INSURED is amended to include any person(s) or organization(s) for whom you have agreed in a written contract to provide insurance but only for damages:
 - a. Which are covered by this insurance; and
 - b. Which you have agreed to provide in such contract
2. The limits of insurance afforded to such person(s) or organization(s) will be:
 - a. The minimum limits of insurance which you agreed to provide, or
 - b. The limits of insurance of this policy

whichever is less.

POLICY NUMBER: LE001009437056

**COMMERCIAL AUTO
PIC ENT 1095 0512**

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

**EARLIER NOTICE OF CANCELLATION / NON-RENEWAL PROVIDED BY
US FOR DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Person(s) or Organization(s)	Address
City of Fort Collins	700 Wood Street Fort Collins, CO 80521

- A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the Conditions Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to 30 days.
- B. If we do not renew this policy for any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of nonrenewal, as provided in the Conditions Section of this insurance, or as amended by any applicable state endorsement applicable to this insurance, is increased to 30.
- C. We will mail notice of cancellation or nonrenewal to the person(s) or organization(s) shown in the schedule above 30 days before the effective date of the cancellation or nonrenewal.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Sponsored Programs a service of Seabury & Smith, Inc.		NAMED INSURED Carollo Engineers 2700 Ygnacio Valley Road, #300 Walnut Creek, CA 94598	
POLICY NUMBER LE001009437056			
CARRIER Protective Insurance Company	NAIC CODE 12416	EFFECTIVE DATE: 10/17/2013	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Instrumentation Engineering Services. Carollo Project #: 8413A.13



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/04/2014

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) GPR: 2Z60

Policy provides protection for any & all operations/jobs performed by the named insured where required by written contract. Certificate holder is an Additional Insured where required by written contract. Waiver of Subrogation included where required by written contract. Insurance is primary and non-contributory. Policy provides for 30 day notice of cancellation or non-renewal. City of Fort Collins, its officers, agents and employees are additional insured where required by written contract.
 RE: Projects as on file with the insured including but not limited to: RE: 7163 On Call Professional Electrical and

CERTIFICATE HOLDER City of Fort Collins Attn: Ms. Pat Johnson, CPPB Senior Buyer 700 Wood Street Fort Collins, CO 80521	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
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PROFESSIONAL LIABILITY AND POLLUTION
INCIDENT LIABILITY INSURANCE POLICY

For All the Commitments you Make

INSURED: Carollo Engineers, Inc.

Policy AEH288354410

Effective 7/4/2014

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 Fort Collins
Attn: Ms. Pat Johnson, CPPB Senior Buyer
700 Wood Street
Fort Collins CO 80521

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)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT BE CANCELLED BY THE COMPANY WITHOUT 30 (THIRTY) DAYS WRITTEN NOTICE, TO THE ASSURED, EXCEPT THAT IN THE EVENT OF NON-PAYMENT OF PREMIUM THIS POLICY MAY BE CANCELLED WITHIN 10 (TEN) DAYS WRITTEN NOTICE.

Certificate Holder:

City of Fort Collins
Attn: Ms. Pat Johnson, CPPB Senior Buyer
700 Wood Street
Fort Collins CO 80521

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitation of the policy other than as above states.


(Completion of the following, including countersignature, is required to make this endorsement effective only when it is issued subsequent to preparation of the Policy.)

Effective 12/31/2013 this endorsement forms a part of Policy No. WDF8957499-05

Issued to Carollo Engineers, Inc.

By Massachusetts Bay Insurance Company

Date of Issue

Countersigned by 
Authorized Representative of the Company

Named Insured: Carollo Engineers, Inc.

Policy No. ZHF8944892-03

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 Fort Collins Attn: Ms. Pat Johnson, CPPB Senior Buyer 700 Wood Street Fort Collins CO 80521		

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)

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.

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

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

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

3. Method Of Sharing

If all 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.

CG0001 (12 07) COMMERCIAL GENERAL LIABILITY COVERAGE FORM

• **Separation of Insured's**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this Insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

CG 2404 (05 09) WAIVER OF TRANSFER OF RIGHTS OF RECOVERY TO US

• **Waiver of Subrogation**

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Persons or organizations with whom you have a written contract executed prior to the "bodily Injury" or "property damage," that requires you to waive your rights of recovery

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV- Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



Authorized Representative

12/31/2013
Policy NO. ZHF8944892-03

Name Insured: Carollo Engineers, Inc.

Additional Insured: Any person or organization with whom the named insured agreed in a written contract to name as additional insured.

City of Fort Collins, its officers, agents and employees

This Notice does not form a part of the insurance contract.

No coverage is provided by this Notice, nor can it be construed to replace any provisions of the policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) shall prevail.

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- a. Insured's;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Section 1 - Coverage A, and for all medical expenses caused by accidents under Section II - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project show in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or time tables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

421-0452 (06 07) OTHER INSURANCE-PRIMARY AND NON-CONTRIBUTORY (ADDITIONAL INSURED)

- **Additional Insured by Contract, Agreement or Permit Amended-Primary & Non-Contributory**

The following is added to Section IV - Commercial General Liability Conditions

4. Other Insurance

a. Additional Insured's

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 collectable insurance is available to the Additional Insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

1. 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:

- I. For the sole negligence of the Additional insured;
- II. When the Additional Insured is an Additional Insured under another primary liability policy; or
- III. When 2. 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 3. below.

2. Excess Insurance

This insurance is excess over:

(1) Ally 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 Insured 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 II - Coverage A - Bodily Injury And Property Damage Liability.

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Architects and Engineers

The following policy language is from Commercial General Liability Coverage Forms

The following are mandatory forms on the policy identified on the Certificate of Insurance:

421-0080(01 03) COMMERCIAL GENERAL LIABILITY SPECIAL BROADENING ENDORSEMENT

• Additional Insured by Contract, Agreement or Permit

Under Section II-Who Is An insured, Paragraph 4.is added as follows:

4. a. Any person or organization with whom you agreed, because of a written contract, written agreement or permit to provide Insurance Is an insured, but only with respect to:

- (1) "Your work" for the additional Insured(s) at the location designated in the contract, agreement or permit; or
- (2) Premises you own, rent, lease or occupy.

This Insurance applies on a primary basis if that is required by the written contract, written agreement or permit.

b. This provision does not apply:

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

(2) To any person or organization Included as an Insured by an endorsement Issued by us and made part of this Coverage Part.

(3) To any person or organization included as an insured under item 2 of this endorsement

(4) To any lessor of equipment:

(a) After the equipment lease expires; or

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

(5) 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.

• Aggregate Limit Per Location

(1) Under Section III - Limits of Insurance the General Aggregate Limit applies separately to each of your "locations Owned by or rented to you.

(2) Under Section V – Definitions, definition 23. is added as follows:

23. "Location" means premises involving the same or connecting lots or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

CG 2503(05 09) DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

• Aggregate Limit of Insurance (Per Project)

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

Your projects away from premises owned by or rented to you

A. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

- 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that Limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
- 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:

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PROFESSIONAL LIABILITY AND POLLUTION
INCIDENT LIABILITY INSURANCE POLICY

For All the Commitments you Make

INSURED: Carollo Engineers, Inc.

Policy AEH288354410

Effective 7/4/2014

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 Fort Collins
Attn: Ms. Pat Johnson, CPPB Senior Buyer
700 Wood Street
Fort Collins CO 80521

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)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT BE CANCELLED BY THE COMPANY WITHOUT 30 (THIRTY) DAYS WRITTEN NOTICE, TO THE ASSURED, EXCEPT THAT IN THE EVENT OF NON-PAYMENT OF PREMIUM THIS POLICY MAY BE CANCELLED WITHIN 10 (TEN) DAYS WRITTEN NOTICE.

Certificate Holder:

City of Fort Collins
Attn: Ms. Pat Johnson, CPPB Senior Buyer
700 Wood Street
Fort Collins CO 80521

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitation of the policy other than as above states.


(Completion of the following, including countersignature, is required to make this endorsement effective only when it is issued subsequent to preparation of the Policy.)

Effective 12/31/2013 this endorsement forms a part of Policy No. WDF8957499-05

Issued to Carollo Engineers, Inc.

By Massachusetts Bay Insurance Company

Date of Issue

Countersigned by 
Authorized Representative of the Company

Named Insured: Carollo Engineers, Inc.

Policy No. ZHF8944892-03

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 Fort Collins Attn: Ms. Pat Johnson, CPPB Senior Buyer 700 Wood Street Fort Collins CO 80521		

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)

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.

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

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

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

3. Method Of Sharing

If all 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.

CG0001 (12 07) COMMERCIAL GENERAL LIABILITY COVERAGE FORM

• **Separation of Insured's**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this Insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

CG 2404 (05 09) WAIVER OF TRANSFER OF RIGHTS OF RECOVERY TO US

• **Waiver of Subrogation**

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Person Or Organization:</p> <p>Persons or organizations with whom you have a written contract executed prior to the "bodily Injury" or "property damage," that requires you to waive your rights of recovery</p>

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV- Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



Authorized Representative

12/31/2013
Policy NO. ZHF8944892-03

Name Insured: Carollo Engineers, Inc.

Additional Insured: Any person or organization with whom the named insured agreed in a written contract to name as additional insured.

City of Fort Collins, its officers, agents and employees

This Notice does not form a part of the insurance contract.

No coverage is provided by this Notice, nor can it be construed to replace any provisions of the policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) shall prevail.

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- a. Insured's;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Section 1 - Coverage A, and for all medical expenses caused by accidents under Section II - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project show in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or time tables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

421-0452 (06 07) OTHER INSURANCE-PRIMARY AND NON-CONTRIBUTORY (ADDITIONAL INSURED)

- **Additional Insured by Contract, Agreement or Permit Amended-Primary & Non-Contributory**

The following is added to Section IV - Commercial General Liability Conditions

4. Other Insurance

- a. **Additional Insured's**

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 collectable insurance is available to the Additional Insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

1. 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:

- I. For the sole negligence of the Additional insured;
- II. When the Additional Insured is an Additional Insured under another primary liability policy; or
- III. When 2. 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 3. below.

2. Excess Insurance

This insurance is excess over:

(1) Ally 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 Insured 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 II - Coverage A - Bodily Injury And Property Damage Liability.

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Architects and Engineers

The following policy language is from Commercial General Liability Coverage Forms

The following are mandatory forms on the policy identified on the Certificate of Insurance:

421-0080(01 03) COMMERCIAL GENERAL LIABILITY SPECIAL BROADENING ENDORSEMENT

• **Additional Insured by Contract, Agreement or Permit**

Under Section II-Who Is An insured, Paragraph 4.is added as follows:

4. a. Any person or organization with whom you agreed, because of a written contract, written agreement or permit to provide Insurance Is an insured, but only with respect to:

- (1) "Your work" for the additional Insured(s) at the location designated in the contract, agreement or permit; or
- (2) Premises you own, rent, lease or occupy.

This Insurance applies on a primary basis if that is required by the written contract, written agreement or permit.

b. This provision does not apply:

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

(2) To any person or organization Included as an Insured by an endorsement Issued by us and made part of this Coverage Part.

(3) To any person or organization included as an insured under item 2 of this endorsement

(4) To any lessor of equipment:

(a) After the equipment lease expires; or

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

(5) 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.

• **Aggregate Limit Per Location**

(1) Under Section III - Limits of Insurance the General Aggregate Limit applies separately to each of your "locations Owned by or rented to you.

(2) Under Section V – Definitions, definition 23. is added as follows:

23. "Location" means premises involving the same or connecting lots or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

CG 2503(05 09) DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

• **Aggregate Limit of Insurance (Per Project)**

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

Your projects away from premises owned by or rented to you

A. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

- 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that Limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
- 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:

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