

*BACKUP
DOCUMENTS*

POLK COUNTY

SUBJECT

Approve Consultant Services Authorization 2024-007-04 with Carollo Engineers, Inc., to provide professional services for the SCADA Risk Assessment and Asset Management Project. (\$293,666.00 not-to-exceed, one-time expense)

DESCRIPTION

The County provides water, wastewater, and/or reclaimed water services in six (6) utility service areas to more than 85,000 customers throughout unincorporated Polk County. Supervisory Control and Data Acquisition (SCADA) systems are used to monitor and control various critical elements in the County's utility infrastructure. This scope of services specifically relates to the County's water production facilities and wastewater lift stations, and includes the development of risk assessment criteria, review of operational response to SCADA events, operational technology penetration testing, and SCADA asset management support. The County has requested the Consultant to provide these services and the associated recommendations and reports.

RECOMMENDATION

Request Board approve Consultant Services Authorization 2024-007-04 with Carollo Engineers, Inc., to provide professional services for the SCADA Risk Assessment and Asset Management Project for a cost not-to-exceed \$293,666.00.

FISCAL IMPACT

Funding in the amount of \$293,666.00 is available in the Utilities SCADA Cybersecurity Improvements CIP project budget.

CONTACT INFORMATION

Nick Greives

SCADA Manager

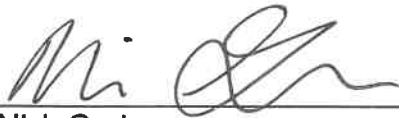
863-344-2686

nickgreives@polkfl.gov

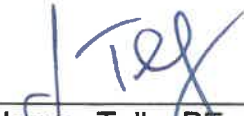
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Project Checklist

- Project Name: Consultant Services Authorization 2024-007-04 with Carollo Engineers, Inc., for the SCADA Risk Assessment and Asset Management
- Project Location: All County Utility Service Areas
- Source of Funds: Funding is available in 42113.680536150.5666000.6827007 (SCADA Cybersecurity Improvements)
- Project Cost Summary: Not to Exceed Cost of \$293,666.00
- Certifications: This request has been reviewed by:



Nick Greives
SCADA Manager



James Tully, PE, PG
Utilities CIP Program Manager



Charles Richards, CPA
Customer Service/Finance Manager



Tamara Richardson, P.E.
Utilities Division Director

COPY

CONSULTANT APPROVAL FORM

CPO: If Consultant fee is under \$50,000 & construction is under \$250,000

CSA: If Construction is under \$7,500,000;

OR for study activity if consultant fee is under \$500,000- (FS 287.055 CCNA)

CPO/CSA #: 2024-007-04 (Assigned by Procurement)

To be completed by the requesting Division:

Date: 02/13/2026 Division: Utilities

Project Manager's Name: Nick Greives Phone #: 863-712-5415

Project Name: SCADA Risk Assessment and Asset Management

Total Project Budget: \$293,666.00 Project # 6827007

Estimate of Construction Cost: NA - Study

Proposed Consultant: Carollo Engineers, Inc. Fee: \$293,666.00

Master Consultant Agreement # 2024-007

Attach Scope of Services Proposed by the Consultant (Exhibit "A")

Approved By: Tamara Richards Date 2-25-26
Division Director/Designee

Procurement Division

Date Received: 2/26/26 Date Reviewed by Analyst: 2/26/26

Approved by: _____
(Procurement Director/Designee)

County Attorney's Office (Required for all CSA's)

Date Received: _____ Date Reviewed: 3/5/26

Approved by: [Signature]
(County Attorney Office Signature)

County Manager's Office (Required if consultant fee is greater than \$100,000)

Date Received: _____ Date Reviewed: 3/9/26

Approved by: [Signature]
(County Manager Office Signature)

Additional Attachments: number of days to complete project, not to exceed/lump sum amount, justification for consultant selected, fee schedule, and Professional Liability COI (COI applicable to CSA only, description field must be project specific (contract requirement)).

REQUEST FOR LEGAL SERVICES

COPY

To: County Attorney's Office- Attention : Tom Norsworthy

From: Tamara Richardson, P.E. Utilities Director

Division: Utilities

Prepared by: Emily Perez **Phone Number:** 863-298-4142

Date: February 26th, 2026

Subject: Approve Consultant Services Authorization 2024-007-04 with Carollo Engineers, Inc., to provide professional services for the SCADA Risk Assessment and Asset Management Project. (\$293,666.00 not-to-exceed, one-time expense)

BACKGROUND:

The County provides water, wastewater, and/or reclaimed water services in six (6) utility service areas to more than 85,000 customers throughout unincorporated Polk County. Supervisory Control and Data Acquisition (SCADA) systems are used to monitor and control various critical elements in the County's utility infrastructure. This scope of services specifically relates to the County's water production facilities and wastewater lift stations, and includes the development of risk assessment criteria, review of operational response to SCADA events, operational technology penetration testing, and SCADA asset management support. The County has requested the Consultant to provide these services and the associated recommendations and reports

REQUESTED ACTION:

Request Board approve Consultant Services Authorization 2024-007-04 with Carollo Engineers, Inc., to provide professional services for the SCADA Risk Assessment and Asset Management Project for a cost not-to-exceed \$293,666.00.

Need response no later than **Monday** **3** **9** **2026**
(day of month) (month) (day) (Year)

APPROVED BY

Tom Norsworthy

For County Attorney office use only:

John Smith
3/15/26

Date _____

Signature

Assign to: Tom

Date 2/26/26

County Attorney Project No: 26-155

Logged out: 3/6/26

Utilities Division -Signature Request/Routing Request

COPY

**PLEASE REVIEW AND APPROVE THE ENCLOSED DOCUMENTS AND
FORWARD AS NOTED BELOW**

Board Agenda Track

This item is slated for the (Month) 4 (Day) 7 (Year) 2026 Bocc Meeting

PROJECT TITLE: Approve Consultant Services Authorization 2024-007-04 with Carollo Engineers, Inc., to provide professional services for the SCADA Risk Assessment and Asset Management Project. (\$293,666.00 not-to-exceed, one-time expense)

PROJECT MANAGER: Nick Greives

Number of original documents enclosed: **2**

MUST BE RETURNED BY : 3/9/2026

- N/A **PROCUREMENT** / Colin Burke: All originals with support are attached for your review and approval. **Colin: Please forward this package to the County Attorney offices Attention Lisa Conran after signature.**
- TN **COUNTY ATTORNEY**/Thomas Norsworthy: All originals with support are attached for your review and approval. **LISA: Please forward this package to the Deputy County Manager offices, Atten: Mercades Johnson, after signature.**
- JB **DEPUTY CO. MGR.** / John Bhode: All originals with support are attached for your review and approval. **MERCEDES: Please return this entire package back to Charles Richards in the Utilities Division after signature.**

Please email me a quick message to let me know when this package has left your offices to the next party – THANKS!

ATTEN: Emily Perez, Mail Drawer UT01 (Phone: 863-298-4142)

Selection Procedure for Consultants with Continuing Contracts

COPY

Division:	<u>Utilities</u>
Project Manager:	<u>David Vazquez</u>
Division Director:	<u>Tamara Richardson, PE</u>
Scope:	<u>SCADA Risk Assessment and Asset Management</u>
CSA/CPO	<u>CSA 2024-007-04</u>
Date Analysis Performed	<u>February 13, 2026</u>

Step 1:
Review list for appropriate Expertise, Experience, and Personnel (List all consultants awarded a master agreement under the RFP)

Consultant	Expertise	Experience	Personnel	Local (Y/N)	Elevated for Consideration (Y/N)
AtkinsRéalis USA, Inc.	Y	Y	Y	N	Y
Black & Veatch Corp	Y	Y	Y	N	Y
Carollo Engineers, Inc.	Y	Y	Y	N	Y
CHA Consulting, Inc. (FKA Reiss Engineering, Inc.)	Y	Y	Y	Y	Y
Chastain-Skillman, Inc.	Y	Y	Y	Y	Y
CivilSurv Design Group Inc.	Y	Y	Y	Y	Y
Dewberry Engineers, Inc.	Y	Y	Y	Y	Y
Half Associates, Inc.	Y	Y	Y	N	Y
Hazen and Sawyer, P.C.	Y	Y	Y	N	Y
Jones Edmunds & Assoc.	Y	Y	Y	Y	Y
Kennedy/Jenks Consultants, Inc.	Y	Y	Y	N	Y
Pennoni & Associates, Inc.	Y	Y	Y	Y	Y
Rummel, Klepper, and Kahl, LLP	Y	Y	Y	Y	Y
Tetra Tech, Inc.	Y	Y	Y	N	Y
Wright-Pierce, Inc.	Y	Y	Y	Y	Y

State justification for each firm not elevated and why:
 NA

Step 2:
Past performance on similar projects satisfactory (List all consultants elevated from Step 1)

Consultant	Has past performance been satisfactory (Y/N)	Elevated for Consideration(Y/N)
Black & Veatch Corp	Y	Y
AtkinsRéalis USA, Inc.	Y	Y
Black & Veatch Corp	Y	Y
Carollo Engineers, Inc.	Y	Y
CHA Consulting, Inc. (FKA Reiss Engineering, Inc.)	Y	Y
Chastain-Skillman, Inc.	Y	Y
CivilSurv Design Group Inc.	Y	Y
Dewberry Engineers, Inc.	Y	Y
Half Associates, Inc.	Y	Y
Hazen and Sawyer, P.C.	Y	Y
Jones Edmunds & Assoc.	Y	Y
Kennedy/Jenks Consultants, Inc.	Y	Y
Pennoni & Associates, Inc.	Y	Y
Rummel, Klepper, and Kahl, LLP	Y	Y
Tetra Tech, Inc.	Y	Y
Wright-Pierce, Inc.	Y	Y

State justification for each firm not elevated and why:
 NA.

Step 3:
Total amount of money the County has contracted with each Consultant elevated to Step 2 during the last 24 months.

Consultant	Contracted Amount	Elevated (Y/N)
Dewberry Engineers, Inc.	\$ 1,975,976	N
Black & Veatch Corp	\$ 1,591,467	N
Kennedy/Jenks Consultants, Inc.	\$ 833,804	N
Jones Edmunds & Assoc.	\$ 460,248	N
Carollo Engineers, Inc.	\$ 456,409	Y
Wright-Pierce, Inc.	\$ 307,381	N
Tetra Tech, Inc.	\$ 291,448	N
Hazen and Sawyer, P.C.	\$ 272,650	N
CivilSurv Design Group Inc.	\$ 255,628	N
Rummel, Klepper, and Kahl, LLP	\$ 213,750	N
Half Associates, Inc.	\$ 157,202	N
AtkinsRéalis USA, Inc.	\$ 130,143	N
CHA Consulting, Inc. (FKA Reiss Engineering, Inc.)	\$ 113,885	N
Pennoni & Associates, Inc.	\$ 69,000	N
Chastain-Skillman, Inc.	\$ 42,722	N

Step 4:
State justification, if the chosen consultant does not have the least amount of contract obligation.

Dewberry, Black & Veatch, Kennedy/Jenks, and JEA all have more contract awards than Carollo Engineers during the prevailing time period. Compared to all remaining consultants, Carollo has more expertise, experience, and personnel that have supported infrastructure and facility asset data collection, AMI system/tower support, and SCADA master planning services. These previous tasks uniquely position Carollo to provide these SCADA Risk Assessment and Asset Management services. Based on Carollo's experience, expertise, and personnel, they are the best available firm to efficiently and economically provide the requested services.

Step 5:
Based on the procedures and step analysis above, Carollo Engineers, Inc. is selected.

Perez, Emily

COPY

From: St. Jean, Mitch
Sent: Thursday, February 26, 2026 7:44 AM
To: Perez, Emily
Subject: RE: SCADA Risk Assessment CSA 2024-007-04 Adequate insurance info

Good morning,

Yes, the certificate of insurance provided is in accordance with our requirements.

Thanks,

Mitch St. Jean, CWCL
Safety & Claims Administrator
Polk County Board of County Commissioners
Risk Management Division
P. O. Box 9005, Drawer AS06
Bartow, FL 33831
Ph: 863-534-5268
Fax: 863-519-4726
mitchstjean@polkfl.gov



From: Perez, Emily <EmilyPerez@polkfl.gov>
Sent: Thursday, February 26, 2026 7:43 AM
To: St. Jean, Mitch <mitchstjean@polkfl.gov>
Subject: SCADA Risk Assessment CSA 2024-007-04 Adequate insurance info

Dear Mitch, please see attached certificate of insurance for the attached CSA. Please review the certificate of insurance and advise if it meets county requirements 😊 Thank you.

Emily Perez
Administrative Specialist
Polk County Utilities
1011 Jim Keene Blvd.
Winter Haven, FL 33880
(863) 298-4142

Waiver of subrogation applies to general liability, auto liability, professional liability, excess/umbrella liability and workers compensation/employer's liability where allowed by state law and as required by written contract. Thirty (30) days' notice of cancellation by the insurer will be provided to the Certificate Holder, ten (10) days' notice in the event of non-payment of premium. The excess/umbrella liability is considered follow form over the general liability, auto liability and employer's liability subject to the policy terms, conditions and exclusions.

POLICY NUMBER: 0313-9010

ENDORSEMENT

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(IES)

Policy No. 0313-9010
Issued to Carollo Engineers, Inc.
Issued by Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that Section VIII. CONDITIONS, Subsection H. is amended to include the following:

In the event of cancellation or non-renewal of this Policy, the **Company** will provide a thirty-day notice to the entity with whom the **Named Insured** has agreed, pursuant to a prior written contract, to provide to such entity with a notice of cancellation or non-renewal. Provided, however, that in the event of cancellation for non-payment of premium, the **Company** shall provide to such entity a ten-day notice of cancellation before the effective date of cancellation.

In addition, in the event of a reduction in the Limits of Liability of this Policy not resulting from payment of **Damages** or **Defense Expenses**, the **Company** will provide a sixty-day notice to the entity with whom the **Named Insured** has agreed with, pursuant to a prior written contract, to provide such entity with a notice of such reduction in limits.

As a condition precedent to providing the notices specified above, the **Named Insured** will provide the **Company**, within ten (10) business days of the **Company's** request, the names and addresses of the entities with whom the **Named Insured** agreed to provide the notices specified above. In the event the **Named Insured** omits or fails to provide the foregoing information, the **Company** shall not provide such notices.

The **Company's** failure to provide such notices will not extend the Policy cancellation date, negate cancellation, non-renewal or reduction in limits, of this Policy. Nor shall such failure be cause for legal action against the **Company**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

POLICY NUMBER: BAP 9730571

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D.** If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured	30

All other terms and conditions of this policy remain unchanged.

U-CA-811-A CW (05/10)

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

POLICY NUMBER: GLO 9730569

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part**

- A.** If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
 - 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 - 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If coverage afforded by this Coverage Part(s) is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
 - 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 - 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D.** If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured	30

All other terms and conditions of this policy remain unchanged.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 99 06 34****NOTIFICATION TO OTHERS OF CANCELLATION, NONRENEWAL OR
REDUCTION OF INSURANCE ENDORSEMENT**

This endorsement is used to add the following to Part Six of the policy.

**PART SIX
CONDITIONS**

- A. If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If coverage afforded by this policy is reduced or restricted, except for any reduction of Limits of Liability due to payment of claims, we will mail or deliver notice of such reduction or restriction to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D. If notice as described in Paragraphs A., B. or C. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s)/Organizations:	All Certificate holders where notice of cancellation is required by written contract with the Named
Number of Days Notice:	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy No. WC 9730570

Insured CAROLLO ENGINEERS, INC.
Insurance Company Zurich American Insurance Company

WC 99 06 34

POLICY NUMBER: GLO 9730569

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract mark or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: GLO 9730569

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: GLO 9730569

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: GLO 9730569

Other Insurance Amendment - Primary and Non-Contributory

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: BAP 9730571

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

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

SCHEDULE

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

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

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

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

POLICY NUMBER
BAP 9730571

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: Zurich American Insurance Company

Endorsement Effective Date: 7/4/2025

SCHEDULE

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

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

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

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

Waiver Of Subrogation (Blanket) Endorsement

Policy No. GLO 9730569
Eff. Date of Pol. 7/4/2025
Exp. Date of Pol. 7/4/2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:
If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights applies only with respect to the above contract(s) and shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

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

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

Policy No. WC 9730570

Insured CAROLLO ENGINEERS, INC.

Insurance Company Zurich American Insurance Company

WC 00 03 13

Insured: Carollo Engineers, Inc.

Policy No: 0313-9010

Policy Effective Date: 7/4/2025

Underwriting Company: Allied World Surplus Lines Insurance Company

VIII. CONDITIONS

N. SUBROGATION

In the event of any payment under this Policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery against any person or organization and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. The **Company** agrees to waive its right of subrogation against any client of the **Insured** for a **Claim** which is covered by this Policy to the extent that the **Insured** had, prior to such **Claim** having been made and reported to the **Company**, whichever is earliest, a written agreement to waive such rights. Any recoveries shall be applied first to subrogation expenses, second to **Damages** and **Defense Expenses** paid by the **Company**, and third in satisfaction of the Policy Deductible shown in Item 4. of the Declarations. Any additional amounts recovered shall be paid to the **First Named Insured**.