

City of Prescott
Contract Amendment No. One
CA-1: Big Chino Sub-Basin Well Assessment

Contractor: Southwest Groundwater Consultants, Inc.
Contract No: 2016-296
Munis No: 16296
Account No: 7112230-8418-90147
Date: August 3, 2017

Purpose of Amendment:

Phase 2- Proposed scope of work for Comprehensive Agreement #1 of the Big Chino Sub-basin Data Collection and Monitoring Plan (approved by council on July 25, 2017).

You are directed to make the following changes in the Contract Documents:

Increase contract amount by \$298,356.00 for a total contract amount of \$402,944.00.

Item	Description	Qty	Unit	Unit Price	Total
CA-1	Phase 2- CA#1 Big Chino Sub-basin Data Collection and Monitoring Plan	1	LS	\$ 298,356.00	\$ 298,356.00
					<u>\$ 298,356.00</u>

Summary of Changes In Contract:

	Contract Days		Contract Amount
Original Contract	<u>1</u>	yr	<u>\$ 104,588.00</u>
Net Change this Amendment	<u>2</u>	ys	<u>\$ 298,356.00</u>
Amended Contract	<u>3</u>	ys	<u>\$ 402,944.00</u>

Recommended by: Leslie Graser
Leslie Graser, Water Resource Manager

8/3/2017
Date

Approved by: Craig McConnell
Craig McConnell, Regional Programs Director

8-3-17
Date

Accepted by: Mike Greenhouse
Southwest Groundwater Consultants, Inc.

8/11/17
Date

Copy to: City Clerk
Finance

June 27, 2017

Ms. Leslie Graser
City of Prescott, Water Resource Manager
City Manager Office
201 S Cortez Street
Prescott, Arizona 86301

**SUBJECT: PROPOSAL
PHASE 2 - PROPOSED SCOPE OF WORK FOR COMPREHENSIVE
AGREEMENT #1 OF THE BIG CHINO SUB-BASIN DATA
COLLECTION AND MONITORING PLAN**

Dear Ms. Graser:

Southwest Groundwater Consultants (SGC) has prepared the following proposed scope of work to evaluate and construct long-term monitoring wells pursuant to Phase 2 of the Parties' Comprehensive Agreement No. 1 of the Big Chino Sub-basin Data Collection and Monitoring Plan (Phase 2 SOW). As described in the January 4, 2017 Draft Phase 1 Report, additional monitoring in the sub-basin is proposed to include installation, testing, equipping and sampling of up to 10 new monitor wells, and evaluation and possible equipping of one (1) Alternative Existing Well (Glidden Well). A map showing the locations of wells to be installed and evaluated is provided on Figure 1. The wells and a proposed priority schedule for installation are listed in Table 1 (next page).

Wells with priority 1 through 8 have been identified by the Parties as wells to be evaluated or installed in Phase 2, and are included in the scope of work and costs outlined in this proposal. Note that the well priority in this table varies from the one presented in the Draft Phase 1 Report (Table 8). Based on discussion among the Parties, the proposed well in DCMP Section 4c (MW-4c) is moved to Priority 9 (Phase 3) and replaced by the DCMP Section 4b well (MW-4b3) as Priority 7. Installation of the priority 9, 10 and 11 wells will be assessed pending the results of the testing and sampling of the Phase 2 wells. These wells are assigned to Phase 3 and are not included in scope and costs presented in this proposal.



DCMP MONITOR WELL CONSTRUCTION PRIORITY RANKING						
Priority Ranking	Name	Location	Land Ownership	Est. Well Depth (feet)	Preliminary Schedule ¹	Aquifer Test
1	Glidden	B(18-01) 27AAC	PNF	250	Aug-Oct 2017	No
2	MW-4g	B(18-03) 26BDD	SWLC	1,400	Oct-Dec 2017	Yes
3	MW-4d	B(17-02) 11ABA	ASLD	450	Oct-Dec 2017	Yes
4	MW-4e	B(17-02) 12CBD	ASLD	340		No
5	MW-4b3	B(18-01) 31CCC	ASLD	480	Jan-Mar 2018	No
6	MW-4b1	B(18-01) 28BCD	PNF	460		No
7	MW-4b2	B(18-01) 19ADC	PNF	500		No
8	BMW-2	B(18-04) 01ACA	JW Keickhefer	2,000	Jan-Mar 2018	Yes
9	MW-4c	B(18-02) 36AAA	ALSD	480	TBD	No
10	MW-4b4	B(18-02) 24ABB	PNF	550		No
11	MW-4b5	B(18-01) 33CCD	PNF	420		No

1. As revised from the schedule shown in Draft Phase 1 Report provided in January, 2017. Assumes two (2) rigs drilling at a time. Range reflects uncertainty in field conditions.

SCOPE OF WORK

SGC has divided the Phase 2 SOW into four (4) tasks. These tasks and the scope of work to be performed are described below.

TASK 1 – ACCESS AND PERMITTING

Two (2) of Phase 2 wells are located on private land; three (3) are on Arizona State Land Department (ASLD) lands; and three (3) are located on land owned by the Prescott National Forest (PNF).

For wells on private land, SGC will support the City in contacting the property owners and obtaining permission and access to the well sites. As requested by the City, SGC will provide maps, GPS coordinates and logistical support.

The ASLD has a formal application process as outlined in the Draft Phase 1 Report. This process was initiated in Phase 1 for the proposed Phase 2 wells. Work in Phase 2 will include monitoring the permit approval process and responding to questions/issues with the ASLD on behalf of the CA#1 Parties. Based on recent communications with ASLD representative Mr. Robert Harding, a preliminary review and comments on the permit application are expected



within 30-days. These comments are anticipated to include the requirement to obtain ‘cultural clearance’ for both the drill sites and the roads to the drill sites.

ASLD does have personnel who may be able to perform the cultural resource survey for the project. However, SGC understands that they are commonly backlogged with work up to 3-months, which could delay obtaining access and drilling permits. Therefore SGC has included sub-contractor cost to obtain a cultural survey for three (3) Phase 2 well sites (MW-4b3, MW-4d, MW-4e) using EnviroSystems Management, Inc. (ESM). SGC will contract ESM at the request of the City based on the timeline of the ASLD cultural survey crew, and the drilling schedule.

PNF does not have a formal application process for well drilling and long term access, but will require consultation between the City and PNF staff. SGC will support the City in this consultation by providing maps, GPS coordinates, logistics, etc. SGC will also monitor the permit process and respond to questions/issues identified by the City and/or PNF.

TASK 2 – CONTRACTOR SELECTION

As part of Phase 1 tasks, SGC provided two (2) separate sets of draft technical specifications for drilling, installation and testing of new monitor wells for the DCMP. Phase 2 drilling is currently planned to include construction of five (5) shallow monitor wells (MW4d, MW4e, MW4b1, MW4b2, and MW4b3) and two (2) deep hydrologic test wells (MW4g, BMW-2). The reason for dividing the drilling work into two specifications is that the anticipated drilling methodologies and equipment used for the two types of monitor wells could be different, and that bids would perhaps be more competitive in this format. As such, CA#1 Parties can choose to solicit bids for the two types of wells together, or under separate contract.

The City has procedures in place to procure contractor services; SGC will assist the City in identifying qualified contractors, and responding to technical questions and issues related to the selection of drilling and pump contractors. Technical Specifications are currently written with aquifer testing included as part of the current scope of work to be performed by the drilling contractor or their subcontractors. SGC will assist the City in selection of the drilling contractor(s). These services will include:

- preparation of two (2) final technical specifications (Special Provisions) specially formatted to be included with City contract documents for Solicitation of Bids
- preparation of two (2) final engineer cost estimates per City format
- up to two (2) mandatory pre-bid meetings held at Public Works prior to receipt of bids will be attended by at least one senior level SGC representative;
- evaluate driller resume of low bidder
- participate in up to two (2) contractor interviews (based on response of low bidder)

Sub-task 2.1 – Aerial Survey

Based on recent similar experience with a City drilling project, SGC proposes to subcontract up to seven (7) aerial drone surveys of the Phase 2 drilling locations with GeoLog, LLC. The purpose of the aerial imagery will be to document pre-construction conditions at the sites for use by CA#1 Parties, PNF, ASLD, and its contractors. The aerial videos will be at least 10-minutes



each, and will focus on physical features and topography of the drilling sites, as well as existing road conditions to the sites. It is anticipated that the drone survey videos will be used during the pre-bid meetings *in lieu* of site visits.

TASK 3 – WELL CONSTRUCTION OVERSIGHT

Sub-task 3.1 - Drilling

SGC will provide construction oversight during drilling, testing, sampling, and equipping of the wells. In order to be cost effective, SGC identifies key construction activities that can affect the quality or cost of the data collection, well construction, sampling, or equipment installation. These activities include, but are not limited to:

- initial contractor visit to site (pre-mobilization or mobilization)
- assist contractor as needed with AZPDES discharge permit
- site preparation and rig set up
- daily visits to collect contractor reports, log cuttings and review site conditions
- setting of casing, seals and annular materials
- well development and testing
- coordinate water quality sampling (conducted by USGS)
- respond to contractor questions and problems
- demobilization to confirm site restoration

SGC personnel will be onsite during the above activities, but will not provide 24/7 construction oversight. Costs for this task are based on SGC's estimate of the time required to provide the above described oversight at each well and are based on SGC's experience on similar projects. Actual costs may vary from the estimated costs if field conditions change. SGC will notify the City as soon as possible if significant departures from the estimated costs are anticipated. Cost for these items will be reimbursed from Contract Allowance per City Specifications as described below in Task 4.3.

Sub-task 3.2 - Geophysical Logging

Per the DCMP, Section 5 each new monitor well will be geophysically logged when drilled. SGC proposes to subcontract these services with GeoLog, LLC to perform the following logging suite.

- 16-inch resistivity
- 64-inch resistivity
- Spontaneous potential
- Natural gamma
- Sonic
- Sonic porosity
- Borehole televiewer (acoustic)

Additional borehole and well services to be conducted by the subcontractor for purposes of well construction are:



- Magnetic deviation
- Caliper survey
- Color well video with side-scan capabilities

Geophysical logging will be conducted 1-time upon completion of the shallow well borehole to total depth prior to casing installation. Based on the preliminary designs, it is anticipated that geophysical logging will be conducted at least 2-times during construction of the deep wells: 1) in the basin fill sequence overlying the Paleozoic sequence prior to the installation of casing, and 2) in the underlying Paleozoic sequence after casing off the basin fill.

SGC representatives will be present during performance of the geophysical logging. Paper and electronic versions of each well survey will be provided to LRE and Golder.

Sub-task 3.3 - Aquifer Testing

As described in the DCMP, aquifer testing is proposed to be conducted at three (3) wells as part of the Phase 2 drilling and testing SOW. Technical specifications have been written to include the aquifer testing described in DCMP Section 5. Wells MW-4d, MW-4g, and BMW-2 are each proposed to have aquifer testing conducted solely in the Paleozoic carbonate aquifer. The wells have been designed to accommodate a pump capable of at least 500 gpm. Pumping tests of up to seven (7) days duration will be conducted at each well respectively. At the conclusion of the pumping tests SGC will monitor recovery readings up to 7-days.

During the pumping and recovery tests, SGC will collect intermittent manual water level readings (logarithmic) using a sounder and collect continuous (1-min) readings downloaded daily from a pressure transducer. To further evaluate the transmissivity of the aquifer, SGC will record water levels in at least two (2) other nearby wells during each aquifer test. Water level in these wells will be recorded using both a sounder and a pressure transducer. Raw data from the pumping and recovery tests will be provided electronically to LRE and Golder.

Proposed water level monitoring during aquifer testing in Phase 2 is as follows:

PHASE 2 AQUIFER TEST WELLS AND DISTANCES TO PROPOSED OBSERVATION WELLS					
MW-4d		MW-4g		BMW-2	
• MW-4e	4,000'	• Patton Well	200'	• BMW-3	200'
• HR-2	2,700'	• Johnson Well	1,400'		
• HR-3	2,600'				

Sub-task 3.4 - Water Quality

As noted above, SGC assumes that water quality samples will be collected at the end of monitor well development and/or aquifer testing by the USGS under separate contract with the CA#1 Parties. SGC will coordinate with the USGS to ensure adequate notice of drilling and development/testing activities and will assist in providing sample taps at the wellhead. No water quality sampling costs or laboratory fees are included in this proposal.



Sub-task 3.5 – Glidden Well Investigation

Per recommendations presented in the Draft Phase 1 Report, SGC will coordinate and supervise further evaluation of the Glidden Well for inclusion in the DCMP. SGC has spoken with PNF and the well owner (Mr. Reuben Vernor), and has obtained approval to remove existing equipment and to conduct a downhole well video. Based on well casing or borehole conditions observed in the video, SGC may also perform the geophysical logging suite as described above. Due to his unique historical knowledge of the well, SGC will subcontract with Mr. Peewee Bunton of Paulden, Arizona to remove and reinstall the existing solar pump. Results of the investigation of the Glidden Well, with recommendations, will be presented in a report as described below.

TASK 4 – PROJECT MANAGEMENT AND WELL COMPLETION REPORTS

Sub-task 4.1 - Project Management

For budgeting purposes, SGC has assumed a 12 hour per day drilling schedule with one (1) rig. On this basis the project is expected to extend over 12 to 18 months following notice to proceed (NTP). The time could be shortened if drilling occurs on a 24/7 basis and/or if more than one drill rig is employed. In addition to the hours expended in the field and on technical analysis and report preparation, time will be required to oversee the scheduling of personnel, quality control, reporting on technical and financial progress, and attendance at meetings. For budgeting purposes SGC has assumed the following project management activities and effort:

- scheduling and quality control – 4 hours/week
- monthly reporting on technical and financial progress – 6 hours per month
- four (4) quarterly meetings with the Parties – 12 hours each (2-SGC representatives)

Sub-task 4.2 – Well Completion Reports

Following the completion of each well, SGC will prepare a well completion report documenting contractor activities and results of all well testing or sampling. Information to be presented in the reports will include the following.

- ADWR/ADEQ/Land Owner permits
- GPS location data
- pilot borehole penetration rate and lithologic logs
- geophysical logs
- well completion forms and summaries
- as-built well diagram of new well
- pumping test data and analysis
- water quality sampling results (from USGS)
- post-construction surveys (alignment and video)

For the Glidden Well, the report will include: GPS location data, description of the existing equipment removal and re-installation process, type and condition of the equipment, video log (DVD), geophysics (if feasible), and water level measurements. An As-built diagram will be provided.



Sub-task 4.3 – Contract Allowance

A Contract Allowance (contingency) is included to reimburse SGC for reasonable costs to complete the project due to conditions beyond our control (e.g. unexpected contractor or subcontractor equipment failures), or for items not included in the above scope of work. Total cost for any Task that exceeds the total shown in Phase 2 Cost Estimate (next page) is proposed to be compensated per City Specification 109.11 with prior written approval by the City.

SCHEDULE AND COST

SCHEDULE

The schedule is subject to several unknowns, including the time to gain permits and well access, contractor availability, and unforeseen field problems. However, it is the intention of the Parties to proceed with all reasonable diligence. On this basis, SGC estimates that field work (Glidden Well) could begin within 30 days of the NTP, with drilling beginning within 90 days. Assuming a 12 hours per day drilling schedule and one (1) rig, the estimated time to complete the well installation, testing and reporting is between 18 and 24 months. As noted previously this time could be shortened if drilling proceeds on a 24/7 basis and/or if more than one rig is employed.

FEES AND EXPENSES

Assigning fees and expenses to conduct the above Phase 2 Tasks is an estimate. SGC fees will be invoiced on an hourly basis plus direct costs associated with subcontractors, equipment rental, and vehicles. The SGC hourly billing rates are presented in the following chart (next page).

SGC HOURLY BILLING RATES	
SGC Staff	Hourly Billing Rates (\$/hr)
SGC Principal Hydrogeologist/Geologist/Engineer	\$180
Senior Staff Hydrogeologist/Geologist/Engineer	\$135-150
Staff Hydrogeologist/Geologist/Engineer	\$115-130
Technical Support	\$98
Direct Costs	Cost + 10%

COST

Costs will be dependent on the number of hours required to complete the scope items listed above. Given the nature of work it is difficult to be precise about the level of effort required, particularly the field activities (construction oversight). The following is our best estimate of costs in 2017 and 2018 based on our current understanding of the proposed schedule of work. If drilling proceeds on a 24/7 basis and/or more than one rig is employed SGC field oversight and project management time and fees will be adjusted accordingly. Costs are given by major task category (next page).



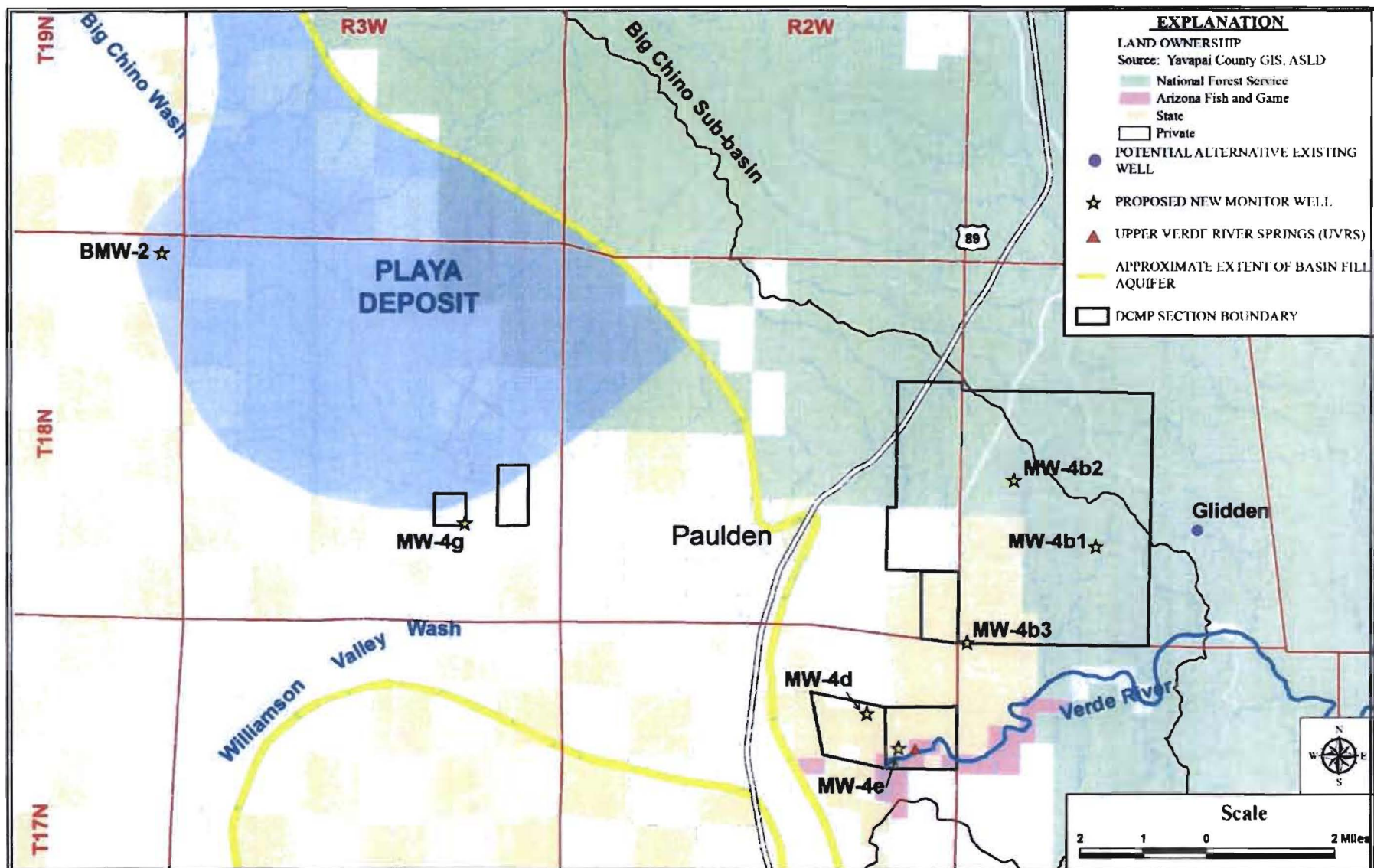
DCMP PHASE 2 SCOPE OF WORK SGC FEES AND ESTIMATED COSTS				
Work Description	Hours	SGC Fees & Expenses	Estimated Sub-contractor Costs ¹	Total Costs
Task 1 – Access and Permitting	58	\$8,815	\$4,400	\$13,215
Task 2 – Contractor Selection	52	\$7,890	\$0	\$7,890
Sub-task 2.1 – Aerial Drone Surveys	8	\$1,120	\$1,155	\$2,275
Task 3 – Construction Oversight				
Sub-task 3.1 - Drilling	508	\$74,888	\$0	\$74,888
Sub-task 3.2 - Geophysical Logging	72	\$10,440	\$45,771	\$56,211
Sub-task 3.3 - Aquifer Testing	252	\$40,638	\$0	\$40,638
Sub-task 3.4 – Water Quality	0	\$0	\$0	\$0
Sub-task 3.5 - Glidden Well	32	\$4,301	\$9,125	\$13,426
Task 4 – Project Management and Completion Reports				
Sub-task 4.1 – Project Management	160	\$20,900	\$0	\$20,900
Sub-task 4.2 – Completion Reports	320	\$41,790	\$0	\$41,790
Sub-task 4.3 – Contingency (10%)	146	\$21,078	\$6,045	\$27,123
TOTAL	1,608	\$231,860	\$66,496	\$298,356

1. Estimated for budgeting purposes. Includes cost for geophysical and well video logging services and to remove and replace existing equipment from Glidden Well. Actual costs will be billed on an hourly basis plus sub-contractor costs (with 10% mark-up), mileage, and equipment rental. Does not include laboratory fees or cost to equip the monitor wells.

SGC appreciates the opportunity to be of service to the City of Prescott, Town of Prescott Valley and SRP (the Parties). If you have any questions regarding this proposal please contact the undersigned at (602) 955-5547

Respectfully,
Southwest Groundwater Consultants

William M. Greenslade, P.E., R.G.
Principal Hydrogeologist



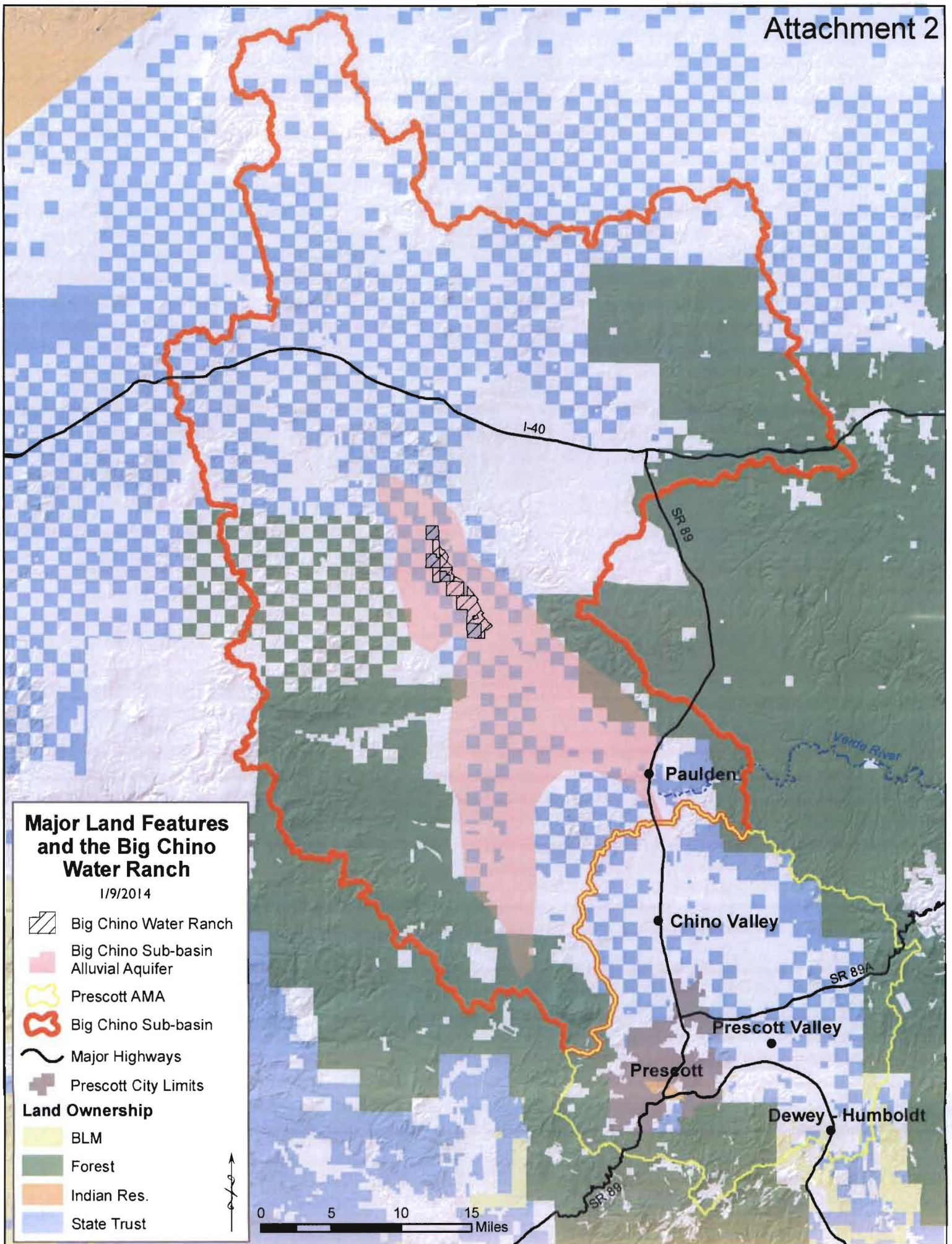
May, 2017

B.2290

PHASE 2 DRILLING SCOPE OF WORK DCMP MONITOR WELLS

Big Chino Sub-basin, Yavapai County, Arizona

Figure
1





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/11/2017

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 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 United Assurance, Inc. 16-00 Pollitt Dr. Fair Lawn NJ 07410		CONTACT NAME: PHONE (A/C, No, Ext): 201-797-6600 FAX (A/C, No): 201-797-4455 E-MAIL ADDRESS: d.fudali@unitedassurance.com	
INSURED MATRIX2 Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C. 26 Columbia Tpke Florham Park NJ 07932		INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance Co. 22292 INSURER B: Allmerica Financial Benefit 10212 INSURER C: Nautilus Insurance Company 17370 INSURER D: Great Divide Insurance Co. 25224 INSURER E: GUARDIAN LIFE INS CO OF AMER 64246 INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1730502655**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution <input checked="" type="checkbox"/> Professional Lia GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	ECP2017341-11	3/2/2017	3/2/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	AWY-7938199	2/1/2017	2/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	FFX2017342-11	3/2/2017	3/2/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
D C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N	Y N/A	WCA201734312 WCA201734412 (AZ)	8/11/2017 8/11/2017	8/11/2018 8/11/2018	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E A	Disability Valuable Papers			00932784-0000 RHY5026707	3/15/2017 2/1/2017	3/15/2018 2/1/2018	Continuous 1,000,000

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

RE: Contract #2016-296

As per contract with Southwest Ground-Water Consultants, a division of Matrix New World Engineering, PC.

The City of Prescott is listed as Additional Insured, including waiver of subrogation, with regards to the General Liability when agreed to by written contract executed prior to loss.

CERTIFICATE HOLDER**CANCELLATION**City of Prescott
Public Works Department
433 N. Virginia St.
Prescott AZ 86301

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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ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

ADDITIONAL INSURED – BLANKET

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

In consideration of the premium charged and notwithstanding anything contained in this policy to the contrary, it is hereby agreed and understood that this endorsement shall apply only to the Coverage Part(s) corresponding with the box or boxes marked below.

- ☒ **COVERAGES PARTS A AND B – GENERAL LIABILITY**
☒ **COVERAGE PART D – CONTRACTORS POLLUTION LIABILITY**

SECTION III – WHO IS AN INSURED is amended to include as an insured, with respect to Coverage A, B and D, any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such written contract or written agreement must be in effect prior to the performance of **your work** which is the subject of such written contract or written agreement.

Such additional insured status applies only:

1. Under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** for claims or suits resulting from:
 - a. **Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. **Your work** performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.
2. Under **COVERAGE D CONTRACTORS POLLUTION LIABILITY** for claims or suits arising out of **pollution conditions** that are the result of:
 - a. **Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. **Your work** performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.

With respect to damages caused by **your work**, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) with which you have so agreed in a written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

WAIVER OF SUBROGATION – SCHEDULED ENTITIES

It is agreed that the Company, in the event of any payment under this policy, waives its right of recovery against the person(s) or organization(s) shown in the schedule below, but only at the specific written request of the Named Insured either before or after loss, wherein such waiver of subrogation has been included before loss as part of a written contractual undertaking by the Named Insured.

This waiver of subrogation shall apply only with respect to losses occurring due to operations undertaken as per the specific contract existing between the Named Insured and such person(s) or organization(s) shown in the schedule below and shall not be construed to be a waiver of subrogation with respect to other operations of such person(s) or organization(s) shown in the schedule below in which the Named Insured has no contractual interest.

No waiver of subrogation shall directly or indirectly apply to any employee, employees or agents of either the Named Insured or of the person(s) or organization(s) shown in the schedule below, and the Company reserves its right or lien to be reimbursed from any recovery funds obtained by any injured employee.

This waiver of subrogation does not apply in any jurisdiction or situation where such waiver is held to be illegal or against public policy or in any situation wherein the person(s) or organization(s) shown in the schedule below against whom subrogation is to be waived is found to be solely negligent.

SCHEDULE

Name of Person(s) or Organization(s):

Blanket Where Required by Written Contract