

5700-10
Amd 6

**AMENDMENT NUMBER SIX TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
ATKINS NORTH AMERICA, INC.
FOR
ENGINEERING SERVICES FOR ALTA DRIVE ROADWAY IMPROVEMENT PROJECT**

THIS AMENDMENT NUMBER SIX to Agreement is made and entered into in duplicate this 9 day of July, 2015, by and between the **CITY OF JACKSONVILLE**, a municipal corporation in Duval County, Florida (hereinafter the "CITY"), and **ATKINS NORTH AMERICA, INC.**, a Florida corporation with office located at 7406 Fullerton Street, Suite 350, Jacksonville, Florida 32256 (hereinafter the "CONSULTANT"), for providing engineering services for roadway improvement projects for Alta Drive (hereinafter the "Project").

RECITALS:

WHEREAS, on November 2, 2009, the CITY and CONSULTANT made and entered into City of Jacksonville Contract # 5700-10 (hereinafter the "Agreement") for the Project; and

WHEREAS, said Agreement has been amended five (5) times previously; and

WHEREAS, said Agreement should be further amended by: revising the Scope of Services by adding, attaching, and incorporating **Exhibit "I"**, attached hereto and by this reference made a part hereof; adding, attaching, and incorporating the revised Contract Fee Summary, attached hereto as **Exhibit "J"** and by this reference made a part hereof; increasing the lump sum for Design Services, as described in **Exhibit "I"**, by \$103,929.71 to a new limit of \$1,367,210.11, as detailed in **Exhibit "J"**; adding a new not-to-exceed limit for Travel, as described in **Exhibit "I"**, in the amount of \$500.00, as detailed in **Exhibit "J"**; adding a new not-to-exceed limit for Printing, as described in **Exhibit "I"**, in the amount of \$50.00, as detailed in **Exhibit "J"**; increasing the maximum indebtedness by \$104,479.71 to a new maximum not-to-exceed \$1,623,723.46; and, providing conforming language to

reference new **Exhibit "J"**, with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

IN CONSIDERATION of said Agreement and of the mutual covenants and agreements hereinafter contained, the parties agree to amend said Agreement as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. Section 1.01 entitled "STATEMENT OF CONSULTANT SERVICES" in said Agreement is amended in part by adding, attaching, and incorporating **Exhibit "I"** for the purpose of revising the Scope of Services, and as amended shall read as follows:

"1.01 STATEMENT OF CONSULTANT SERVICES

"The CONSULTANT shall furnish all services, documents, drawings and other matters called for in this Agreement, as well as those contained in the 'Scope of Services' attached hereto as **Exhibits 'A', 'C', 'E', 'G', and 'I'** and, by this reference, made a part hereof. If any services, functions, or responsibilities not specifically described in this Agreement and/or the Scope of Services are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the Scope of Services to the same extent and in the same manner as if specifically described in this Agreement. The Contractor shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Services. The CONSULTANT accepts the special relationship established between itself and the CITY by this Agreement. The CONSULTANT covenants with the CITY that it is an expert in the design of the Project and will cooperate with Program Managers, Construction Managers, CITY representatives and others in fostering the interests of the CITY. The CONSULTANT shall employ sound business administration and superintendence to complete the Project in a manner consistent with the best interests of the CITY."

3. Section 3.01.01 in said Agreement is amended in part by increasing the lump sum for Design Services, as described in **Exhibit "I"**, by \$103,929.71 to a new limit of \$1,367,210.11, as detailed in **Exhibit "J"**, and as amended shall read as follows:

"3.01.01. For Design Services, as specified in Section 1 of this Agreement and as described in **Exhibits 'A', 'C', 'E', 'G', and 'I'**, a lump sum amount of ONE MILLION THREE HUNDRED SIXTY-SEVEN THOUSAND TWO HUNDRED TEN AND 11/100

DOLLARS (\$1,367,210.11), as detailed in the Contract Fee Summary attached hereto and, by this reference, made a part hereof, as **Exhibits 'B', 'D', 'F', 'H', and 'J'**, attached hereto and by this reference made a part hereof and incorporated herein. Payment of the entire lump sum amount is contingent upon CONSULTANT's final completion of the entire Project as specified in this Agreement and in the exhibits attached hereto which constitute the Scope of Services. Such final completion of the Project must be acceptable to and accepted by the CITY. Such acceptability and acceptance by the CITY may not be unreasonably denied. In the event the CONSULTANT does not complete the entire Project, then the lump sum amount will be pro rated using the ratio that the amount actually completed and which is acceptable to and accepted by the CITY bears to the entire Project."

4. Section 3.02 in said Agreement is amended in part by adding a new Section 3.02.06 establishing a fee for Travel, as described in **Exhibit "I"**, in an amount not-to-exceed \$500.00, as detailed in **Exhibit "J"**, and as amended shall read as follows:

"3.02.06. For Travel, as described in **Exhibit 'I'**, an amount not-to-exceed FIVE HUNDRED AND 00/100 DOLLARS (\$500.00) as detailed in **Exhibit 'J'**.

5. Section 3.02 in said Agreement is amended in part by adding a new Section 3.02.07 establishing a fee for Printing, as described in **Exhibit "I"**, in an amount not-to-exceed \$50.00, as detailed in **Exhibit "J"**, and as amended shall read as follows:

"3.02.07. For Printing, as described in **Exhibit 'I'**, an amount not-to-exceed FIFTY AND 00/100 DOLLARS (\$50.00), as detailed in **Exhibit 'J'**.

6. Section 3.06 in said Agreement is amended in part by increasing the maximum indebtedness by \$104,479.71 to a new maximum not-to-exceed \$1,623,723.46 and as amended shall read as follows:

"3.06. The maximum indebtedness of the CITY for all Services to be performed, reimbursables, and other costs pursuant to this Agreement shall not exceed the sum of ONE MILLION SIX HUNDRED TWENTY-THREE THOUSAND SEVEN HUNDRED TWENTY-THREE AND 46/100 DOLLARS (\$1,623,723.46)."

7. Section 3.03 in said Agreement is amended in part by providing conforming language to reference new **Exhibit "J"** and as amended shall read as follows:

“3.03. The CONSULTANT shall submit invoices for payment or reimbursement under Section 3.02 on an “as incurred” basis. Such invoices shall be combined with the CONSULTANT’s regular invoices as set forth in Section 3.04 hereof. The costs of Services provided by the CONSULTANT shall be paid at the rates, including direct labor, indirect costs, and profits, shown in the “Contract Fee Summary” attached hereto as Exhibits ‘B’, ‘D’, ‘F’, ‘H’, and ‘J’. The costs of services provided to the CONSULTANT by others shall be reimbursed at the invoiced amount without markup by CONSULTANT. Travel expenses, if provided for as a reimbursable expense in Exhibits ‘B’, ‘D’, ‘F’, ‘H’, and ‘J’, shall be reimbursed only to the extent provided by Chapter 106, Part 7 of the Ordinance Code of the CITY. Travel expenses not specifically covered by said chapter shall be reimbursed only to the extent provided by the uniform policies and practices of the CITY.”

8. Attach Exhibits “I” and “J”.

SAVE AND EXCEPT as expressly amended by this instrument, the provisions, terms, and conditions in said Agreement of November 9, 2009, as previously amended, shall remain unchanged and shall continue in full force and effect.

[Remainder of this page is intentionally left blank. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

ATTEST:

By James R. McCain, Jr.
James/R. McCain, Jr.
Corporation Secretary



WITNESS:

By Susan Abrate
Signature
Susan Abrate
Type/Print Name
Sr Vice President
Title

CITY OF JACKSONVILLE

By Sam E. Mousa
Lenny Curry, Mayor
Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05
ATKINS NORTH AMERICA, INC

By Matthew A. Taylor
Signature
MATTHEW A. TAYLOR
Type / Print Name
DIVISION MANAGER
Title

In compliance with Section 24.103(e) of the *Ordinance Code* of the City of Jacksonville, I do certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

[Signature]
Director of Finance
City Contract # 5700-10, Amendment #6

[Signature]

Form Approved:

James R. McCain, Jr.
Office of General Counsel

EXHIBIT I

SCOPE OF SERVICES for SUPPLEMENTAL SERVICES
FOR
ALTA DRIVE

CITY OF JACKSONVILLE, FLORIDA
May 25, 2015

I. **PROJECT DESCRIPTION**

- A. The consultant is currently underway to provide 100% plans and ROW documents for the proposed roadway improvements for Alta Drive.
- B. The limits of the project are from the limited access right of way line on SR 295 north to approximately 1000 LF south of New Berlin (tie in to the proposed New Berlin Intersection Improvements Project), for a length of 1.7 miles.

II. **PROJECT HISTORY**

Final design efforts were underway; 30% construction plans and ROW plans were submitted in 2013.

III. **SCOPE CHANGES**

Subsequent to the 30% plan completion, the following changes were requested by the City:

- i. Revised typical section from north of the bridge, approximate station 80+30 to the end of the project at STA 103+27.77, with the following goals in mind:
 - 1. Keep roadway/travel lanes proper within the City's existing ROW (multiple elements would need to go in the area behind the curb, and buffer easement areas, including: signs, lights, multi-use path, utilities, etc.).
 - 2. Use a 10' multi-use path (8' is not sufficient width for both bikes and peds)
 - 3. Area behind the multi-use path would be graded as necessary to get back down to existing. Intent is for the City to obtain easements for all areas outside existing roadway

ROW. Due to permanent construction elements (signs, sidewalks, utilities, lights, etc.) a temporary construction easement will likely not be sufficient, the City may need some kind of permanent easement. Easements may be necessary for constructability as well.

4. Remainder of the corridor to still keep the bike path within the roadway pavement proper and sidewalks outside.
 5. ROW maps have already been prepared; they need to be revised to reflect this geometry change.
-
- ii. Relocation of Pond 4 back to its original location – after further discussions with property owners and developers, the original scope, which incorporated a developer provided pond site is no longer an option. Thus, the pond will be designed to a location originally contemplated during the PER process. This also necessitates ROW mapping revisions.
 - iii. ROW Parcel Sketches - Recent discussions with the City real estate department have clarified that parcel sketches are now required for acquisition (they were not in original scope). This effort addresses production of parcel sketches.
 - iv. The ponds identified in the PER did not address the areas to the south of the CSX RR as this was an extension from original limits. Given the basin divides this extension of the project southward (towards I-295), an FDOT Drainage Connection Permit (critical duration) which was not anticipated with the original project scope is necessary and is included in this supplemental. This also requires additional geotechnical investigations to support the planned method to address the stormwater.
 - v. Given input from the original PER and subsequent permitting discussions, it is necessary to conduct a Phase I cultural resources assessment for the referenced project, in accordance with the standards and procedures contained in Chapter 1A-46, Florida Administrative Code. The Phase I report is an assessment that locates and evaluates historic properties along the project corridor. The purpose of this survey is to collect factual data that will assist in the determination of whether or not significant or potentially significant archaeological and historical sites area present on the subject project, and if present, to provide recommendations regarding future protection or mitigation. This data will provide the basis for addressing questions concerning the potential effect of proposed development activities on significant or potentially significant archaeological and historical sites that may be present

on the subject property, as part of the development permitting process.

- vi. Additional topographical survey south of Pond 5 necessary to modify the layout outside the upland conservation area.
- vii. The original scope and fees for the project had assumed that the City of Jacksonville would handle all coordination with the CSX Railroad. However, the City has now advised it wishes this effort to be undertaken by Atkins. This amendment includes the following additional efforts:
 1. Meetings with CSX and the City (or JTA) (assumed to be 4) and/or CSX consultants (initial, pre-permit, permit, post permit)
 2. Monthly (+/-) coordination efforts with CSX on status, issues, permits, notes, etc
 3. Permit plan preparation, permit application, follow up, and updates to permit plans as necessary for CSX.
 4. TSPs as may be necessary for construction package.

These effort do not include the following:

- Permit application fees
- Rail grade crossing feasibility study if requested by CSX.

IV. AFFECTED PROJECT ELEMENTS

- A. Roadway – alternative typical and plan development
 - i. Typical section
 - ii. Plan sheets (5)
 - iii. Cross-section review and assessments
- B. Drainage – modified pond
 - i. Analysis
 - ii. Pond details
 - iii. Pond Cross-sections
- C. ROW Mapping – ROW map edits and new parcel legal descriptions
- D. FDOT Drainage Connection Permit
 - i. Analysis and plan modifications
 - ii. Geotech to support ditch block analysis (DRI)
- E. Phase I Cultural Resources Assessment
- F. Railroad Coordination

EXHIBIT "J"

**EXHIBIT J: SA #6
CONTRACT FEE SUMMARY FORMAT FOR THE ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA**

PART I - GENERAL

1. Project Alta Drive (SR 9A to New Berlin)	2. Proposal Number P-24-09
3. Consultant Name Atkins	4. Date of Proposal 5/25/2015

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTALS
Project Manager (PE)	\$ 69.95	51	\$ 3,567.55	
Design Engineer (Licensed)	\$ 51.23	224	\$ 11,475.52	
Designer / Technician (Non-Licensed)	\$ 33.32	44	\$ 1,466.08	
CADD Operator	\$ 29.49	7	\$ 206.43	
Field Inspector	\$ 33.32	0	\$ -	
Clerical	\$ 18.73	6	\$ 112.40	
			\$ -	
			\$ -	
Total Direct Labor	\$ 50.69	332		\$ 16,827.98
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate			150.00% x Total Direct Labor	\$25,241.97
7. Subtotal: Labor + Overhead (Items 5 & 6)			\$ 42,069.95	
8. Profit: Labor Related Costs			Item 7 x 10%	\$4,207.00
TOTAL LABOR COSTS			\$ 46,276.95	

PART III - OTHER COSTS

9. Miscellaneous Direct Costs	x Total Direct Labor	\$ 2,626
10. Subcontracts (Lump Sum)		
Ayres (Drainage)	\$ 23,022.00	
CSI (GEO)	\$ 4,135.00	
Clary (Additional Survey & ROW Mapping)	\$ 27,870.00	
SUBCONTRACTS (LUMP SUM) SUBTOTAL		\$ 55,027.00
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9, and 10)		\$ 103,929.71
11. Reimbursable Costs (Limiting Amount)		
Travel for archeologists	\$ 500.00	
Report printing	\$ 50.00	
TOTAL REIMBURSABLE COSTS		\$ 550.00

PART IV - SUMMARY

12. TOTAL AMOUNT OF AMMENDMENT (Items 5 thru 11)	\$ 104,479.71
PRIOR CONTRACT AMOUNT	\$ 1,519,243.75
AMENDED AMOUNT OF CONTRACT	\$ 1,623,723.45



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/12/2015

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 Willis of New York, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C, NO, EXT):	877-945-7378	FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#	
	INSURER A:	Greenwich Insurance Company	22322-001
INSURED Atkins North America, Inc. 2001 NW 107th Avenue Miami, FL 33172-2507	INSURER B:	Underwriter's at Lloyds	15792-001
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

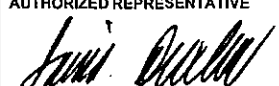
COVERAGES CERTIFICATE NUMBER: 23159580 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		CGG740901604	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAH740901704	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
A	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 N	N/A	CWG740901504	4/1/2015	4/1/2016	<input checked="" type="checkbox"/> PER STATUTE <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
B	Professional Liability-Claims Made			B080111209P15	4/1/2015	4/1/2016	\$1,000,000 Each Claim & \$1,000,000 Annual Aggregate 11/11/1961 Retrodate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Contract No. 5700-10; Engineering Services for Roadway Improvement Project for Alta DriveUnderwriters at Lloyd's London AM Best Rating: A XV.
Greenwich Insurance Companies Best Rating A XV
Westport Insurance Corporation Best Rating A+ XV

Professional Liability policy written on claims-made basis.

CERTIFICATE HOLDER City of Jacksonville 117 West Duval Street, Suite 480 Jacksonville, FL 32202	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 



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of New York, Inc.		NAMED INSURED Atkins North America, Inc. 2001 NW 107th Avenue Miami, FL 33172-2507	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

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

There are no Deductibles or Self-Insured Retentions on the General Liability, Automobile Liability and Workers Compensation and Umbrella coverages.

 Valuable Papers
 Policy #31377064
 Carrier: Westport Insurance Corporation
 Term: 04/01/2014 to 04/01/2016
 Limits: \$500,000
 \$25,000 Ded.

City of Jacksonville is included as Additional Insured as respects to General Liability.

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 WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
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.



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.

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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".

POLICY NUMBER: CGG740901604

COMMERCIAL GENERAL LIABILITY
CG 02 2410 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

- . COMMERCIAL GENERAL LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common

Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.



POLICY NUMBER: CAH740901704

XIC4051007

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION BY US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

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

Changes In Conditions

The number of days required for notice of cancellation by us for any reason other than nonpayment of premium, as provided in either paragraph 2. of the CANCELLATION Common Policy condition or as amended by an applicable state cancellation endorsement, is extended to the number of days shown in the Schedule below:

SCHEDULE

Number of Days' Notice: 90

All other terms and conditions of this policy remain unchanged.



(Authorized Representative)

THIS ENDORSEMENT CHANGES THE POLICY_ PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

Number of Days Notice:90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in PART SIX "" CONDITIONS, D. Cancelation of the Workers' Compensation and Employers' Liability Insurance Policy or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

All other terms and conditions remain the same.

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

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

Endorsement Effective April 1, 2015

Policy No. CWG740901504

Endorsement No.

Insured ATKINS NORTH AMERICA, INC.

Insurance Company Greenwich Insurance Company

Countersigned by _____

CONTRACT ENDORSEMENT

INSURED: WS Atkins Plc
and as more fully defined in the contract

PERIOD: 1 April 2015 to 31 March 2016

TYPE: Insurance of
UK PI Generic Primary

UNIQUE MARKET REFERENCE: B080111209P15

ENDORSEMENT REFERENCE: 0002

EFFECTIVE DATE: 1 April 2015 local standard time at the address of the Insured.

It is hereby noted and agreed that with effect from the effective date above the following General Condition is added to the policy:

"If INSURERS cancel this policy prior to its expiry date by notice to the INSURED for any reason, INSURERS will send written notice of cancellation to the persons or organizations listed in the schedule to be created and maintained by the INSURED (the "Cancellation Notice Schedule") at least 30 days prior to the cancellation date applicable to the policy. This notice will be in addition to any notice to the INSURED.

The INSURED will provide an updated copy of the Cancellation Notice Schedule to Insurers on a monthly basis.

The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Cancellation Notice Schedule in the event of a pending cancellation of coverage. INSURERS have no legal obligation of any kind to any such person(s) or organization(s). Any failure to provide advance notice of cancellation to the person(s) or organization(s) named in the Cancellation Notice Schedule will impose no obligation or liability of any kind upon INSURERS, will not extend any policy cancellation date and will not negate any cancellation of the policy.

INSURERS are not responsible for verifying any information in any Cancellation Notice Schedule, nor are INSURERS responsible for any incorrect information that the INSURED may use."

All other terms and conditions remain unaltered.

