
File ID: 2024-00672

4/2/2024

Consent Item 6.

Supplemental Agreement: Water Distribution System Flushing Program

File ID: 2024-00672

Location: Citywide

Recommendation: Pass a **Motion** authorizing the City Manager or the City Manager's designee to execute Supplemental Agreement No. 4 to complete flushing plans for critical areas of the City for the Water Distribution System Flushing Program, for an amount not-to-exceed \$89,406, bringing the agreement's total not-to-exceed amount to \$784,178.

Contact: Megan Thomas, Project Manager, methomas@cityofsacramento.org (916) 808-1729; Michelle Carrey, Supervising Engineer, mcarrey@cityofsacramento.org (916) 808-1438; Sherill Huun, Engineering & Water Resources Division Manager, shuun@cityofsacramento.org (916) 808-1461; Pravani Vandeyar, Director of Utilities, pvandeyar@cityofsacramento.org (916) 808-3765; Department of Utilities

Presenter: None.

Attachments:

1-Description/Analysis

2-Supplemental Agreement

Description/Analysis

Issue Detail: Staff recommends Council approve Supplemental Agreement No. 4 with Brown & Caldwell for completion of Phase 2 of the Water Distribution System Flushing Program, which includes completing updates to flushing plans, training for City staff on developing flushing plans, and assessment of water quality results from the flushing areas.

Policy Considerations: The proposed supplemental agreement exceeds the City Manager's approval authority, requiring Council approval. This work is consistent with the 2040 General Plan Policy PFS-3.4 for water distribution system management and PFS-3.2 for utility sustainability.

Economic Impacts: None.

Environmental Considerations: Per the California Environmental Quality Act (CEQA) Guidelines

Section 15061(b)(3), approval of the proposed Supplemental Agreement is exempt from the CEQA, under the common sense exemption that CEQA only applies to actions with potential to significantly affect the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on an environmental resource, the activity is not subject to CEQA. Approval of the Supplemental Agreement will not affect the environment. Work to be conducted under the agreement has been determined to be exempt from CEQA pursuant to CEQA Guidelines Sections 15301 and 15309 (Existing Facilities and Inspections). The work consists of the operation, repair, maintenance and minor alteration of existing facilities and mechanical equipment and inspections to check for performance of an operation, or quality, health, or safety of a project.

Sustainability:

The proposed project is consistent with the [2040 General Plan](https://www.cityofsacramento.org/Community-Development/Resources/Online-Library/2035-General-Plan) [2040 General Plan](https://www.cityofsacramento.org/Community-Development/Resources/Online-Library/2035-General-Plan) as it provides and maintains efficient, high-quality utility infrastructure and services to meet the needs of residents and businesses throughout the City.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: In unidirectional flushing, a careful design involving a small, defined area of the system with specified valve closures and consistent diameter pipes ensure a single direction flow path and velocity for scouring of the pipe walls. This helps to remove sediment and other build-up that can negatively affect taste and odor.

During the implementation of the Phase 2 flushing activities, updates to the processes and maps were needed to ensure the design protocols would work for future flushing phases with aged infrastructure such that impacts to water customers will be minimized. Supplemental Agreement No. 4 provides the updates to the contract needed to make the corrections on the remaining flushing sequences and implement the updated protocols to ensure the program is successful for the rest of the water system.

Financial Considerations: The original not-to-exceed amount of the agreement was \$106,496. The net change by previous supplemental agreements in the amount of \$588,276 increased the agreement not-to-exceed amount to \$694,772. The proposed Supplemental Agreement No. 4, in the amount of \$89,406, would increase the agreement not-to-exceed amount to \$784,178. Sufficient funds are available in the Drinking Water Quality (Z14001500, Fund 6005) to execute the agreement.

There are no General Funds allocated or planned for this project.

Local Business Enterprise (LBE): Not applicable.

Background: On April 1, 2020, a Request for Qualifications (RFQ) (Q20141311013) was advertised and issued on PlanetBids for developing the Water Distribution System Flushing Program. On the

due date of April 22, 2020, three Statements of Qualifications (SOQs) were received from the following firms: 1) West Yost Associates, 2) Brown & Caldwell, and 3) Akel Engineering Group, Inc.

A five-member evaluation team that included three staff members from DOU Engineering and Water Resources, two staff members from the DOU Water Division, and one member from the Public Works Department, evaluated the proposals. Brown & Caldwell was the top-ranked firm. This is the fourth supplemental agreement to the current contract. The supplemental agreement will provide budget to continue with Phase 2 of the original scope.

The City currently performs dead-end flushing or as-needed to address customer complaints or water quality issues. This method is an uncontrolled process that allows flushed water to originate from multiple directions and is more effective for bulk water turnover than main cleaning. The goal of the distribution system flushing program is to ensure water quality is maintained at its optimal level and to properly maintain the City's water distribution mains. Periodic flushing will remove sediment accumulated inside the water mains, reduce water age, control biofilm, and preserve chlorine residual concentration. Flushing also supports compliance with current and future regulations. In coordination with hydrant and valve maintenance programs, routine flushing will support functionality of the distribution system by improving water flow and exercising hydrants and valves. This will help locate broken, missing, or closed valves and hydrants, and verify accuracy of GIS information.

Phase 1 of the project involved conducting a Pilot study and completing a Cost-Benefit Analysis. Six areas throughout the system were identified using available information such as water quality issues and customer complaints to determine appropriate locations. Using the data collected from the Pilot Study, the Cost-Benefit Analysis compared three options: 1) continuing to implement the City's current conventional spot flushing practice, 2) implementing stagnate short-term flushing program focusing on dead-ends or on-looped areas, or 3) implementing a prioritized system-wide flushing program.

On November 30, 2020, Supplemental Agreement No. 1 was signed which included a lab results analysis of the Phase 1 flushing efforts. Based on the results from Phase 1, it was recommended to implement unidirectional flushing for addressing the accumulation inventories to mitigate contaminant release and exposure risks. With variation in the accumulation levels, priority rating was assigned based on accumulation from highest to lowest, with the Pocket area and Valley Hi area being the most critical.

On November 30, 2021, Council approved Supplemental Agreement No. 2 to implement Phase 2 of the Unidirectional Hydrant Flushing Program to focus on the two critical areas identified in Phase 1. On June 6, 2023, Supplemental Agreement No. 3 was signed which extended Brown & Caldwell services through 2024 and included water quality lab assessments of ten of the flushing sequences.

CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

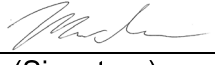

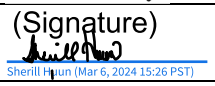
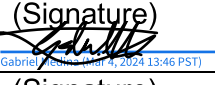
General Information (Required)

Original Contract # (supplements only): 2020-1473 Supplement/Addendum #: 04
Assessor's Parcel Number(s): _____
Contract Effective Date: 11/13/2020 Contract Expiration Date (if applicable): _____
\$ Amount (Not to Exceed): \$784,178.00 Adjusted \$ Amount (+/-): \$89,406.00
Other Party: Brown & Caldwell
Project Title: Water Distribution System Flushing Program
Project #: Z14001501 Bid/RFQ/RFP #: Q201413110013
City Council Approval: YES if YES, Council File ID#: 2024-00672

Contract Processing Contacts

Department: Utilities Project Manager: Megan Thomas 
Contract Coordinator: Jacqueline Martinez Email: jmartinez@cityofsacramento.org

Department Review and Routing

Construction Mgmt:		Mar 4, 2024
	(Signature)	(Date)
Supervisor:		Mar 4, 2024
	(Signature)	(Date)
Division Manager:	 <small>Sherill Huan (Mar 6, 2024 15:26 PST)</small>	Mar 6, 2024
	(Signature)	(Date)
Other:	 <small>Gabriel (Mar 4, 2024 13:46 PST)</small>	Mar 4, 2024
	(Signature)	(Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

☐

Recording Requested

☐

Other Party Signature Required

-----FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE-----

SUPPLEMENTAL CONTRACT

Project Title and Job Number: Water Distribution System Flushing Program , Z14001501
Purchase Order #: 0000057196

Date: 01/31/2024
Supplemental Contract No.: 04

The City of Sacramento ("City") and Brown and Caldwell ("Contractor"), as parties to that certain Professional Services Agreement designated as Contract Number 2020-1473, including any and all prior supplemental contracts modifying the contract (the contract and all supplemental contracts are hereafter collectively referred to as the "Contract"), hereby supplement and modify the Contract as follows:

1. The Scope of Services specified in Exhibit A of the Contract is amended as follows:

The scope of the original agreement is amended as specified in Attachment 5 to Exhibit A, attached hereto and incorporated herein by this reference. Services as described in the original contract and all amendments are still set to sunset January 15, 2025.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Contract for payment of Contractor's fees and expenses, is **increased** by \$ 89,406.00, and the Contract's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$106,496.00</u>
Net change by previous supplemental contracts:	<u>\$588,276.00</u>
Not-to-exceed amount prior to this supplemental contract:	<u>\$694,772.00</u>
Increase by this supplemental contract:	<u>\$89,406.00</u>
New not-to exceed amount including all supplemental contracts:	<u>\$784,178.00</u>

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in schedules or in the delivery of other services by Contractor.
4. Contractor warrants and represents that the person or persons executing this supplemental contract on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental contract and bind Contractor to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Contract shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Contract, as supplemented and modified by this supplemental contract.

[SIGNATURES ON FOLLOWING PAGE]

SUPPLEMENTAL CONTRACT

Approval Recommended By:

Michael Conroy

Project Manager

Approved As To Form By:

Michael Voss

City Attorney

Approved By:

Adam Ross

Adam Ross (Mar 13, 2024 15:30 PDT)

Contractor

Approved By:

Ryan Moore, Assistant City Manager
City of Sacramento

Attested To By:

City Clerk

11020 White Rock Road, Suite 200
Rancho Cordova, California 95670

T: 916.444.0123
F: 916.635.8805 T: 801.316.9800

Attachment 5 to Exhibit A



January 2, 2024

Ms. Megan Thomas
Senior Engineer
City of Sacramento
1395 35th Ave.
Sacramento, CA 95822

155429

Subject: Amendment No. 4
P05/P06 Unidirectional Flush (UDF) Program

Dear Ms. Thomas:

Brown and Caldwell (BC) is submitting for your approval this Amendment No. 4 to provide additional effort under the City of Sacramento (City) Water Distribution System Flushing Program contract dated July 01, 2020. UDF field journals for pilot Areas 05 and 06 (P05 and P06) will be developed in this scope of work. Area P05 is bounded to the north by Fruitridge Road, to the west by the north-south railroad tracks near 24th Street, and by the extents of the system service area boundary to the south and east. Area P06 is bounded by Fruitridge Road to the north, by the Sacramento River to the west, by the railroad tracks to the east, and by the extents of the system service area boundary to the south.

The following sections describe the additional scope of work for Tasks 1, 2, and 4, the estimated budget, and the schedule to complete the task.

Scope of Work

The scope of work includes the amended scope on the following tasks. There is no change to the scope of work and effort for Tasks 3 and 4.

Task 1. Project Management

This task includes monthly invoices and managing the project to track schedule, budget, and quality of work products. Meetings are included in their respective tasks. This task duration will be extended 4 months from March 2024 to July 2024. Additional effort is also included in this task for an additional up to six, 1-hour virtual meetings with up to 3 BC team staff at each meeting. The purpose of these meetings is to coordinate during the transition to a new City project management on this project.

Twelve weekly, 30-minute check in meetings with up to 2 BC team staff and the City project manager to coordinate on project deliverables and water quality testing are also included in this task.

Task 2. Develop UDF Field Journals P05 and P06

This task includes the following additional activities:

- Remodel 17 UDF zones to update the field journals for the following considerations:
 - Alter the valve closure approach to minimize “isolation bubble” valves and close only valves necessary for any given sequence.
 - Opened valves as soon as possible, even if they would again be closed later.
 - Adjust the order of sequences to place a higher priority on a sequence order for geographical considerations, when possible, rather than sequence order to minimize total valve operations.
 - Adjust sequences to minimize duration of valve closures where an area is fed by only one main.
- Field Journal edits to the 23 zones not yet finalized:
 - Compare the City’s 90 percentile pressures GIS layer. Add note to field journals where relevant: “Static pressure at time of flushing may be lower than modeled, which may limit available flow to maintain 20 psi residual pressure”.
 - Add a text box to each field journal sequence that has the equivalent diameter to flows conversion to provide information directly on the field journal for each sequence for the operator’s convenience.
 - Add notes to relevant field journal sequences for on potential daily stopping points. The intent of this note is to provide guidance to operations staff to which sequences would be ideal to stop flushing for the day.
- Split 7 UDF zones that are over 50 sequences to approximately 50 or less sequences per zone. The purpose is to have UDF zones contain a total number of sequences that can be flushed in one week (based on an approximate 8 sequences flushed per day).
- Create a “2nd Page Map” for each sequence, focusing on valve numbering and other information key to valve crews.

This second map is meant to augment the field journal and is not for standalone use for flushing activities.

Task 2 Assumptions

Activities under this task include the following assumptions:

- City staff will continue to provide review comments on draft field journal PDFs.
- Modeling under this amendment scope will be conducted using the same base hydraulic InfoWater model that has been used for the duration of the project to maintain assumptions and parameters consistent with previous and ongoing modeling efforts.

Cost Estimate

The original agreement dated July 1, 2020 is for a total fee for services not to exceed \$106,406. Amendment No. 1 brought the total contract fee to \$111,028, Amendment No. 2 for additional scope of work was \$550,299, and Amendment No. 3 for additional scope of work was \$33,355 bringing the total contract fee for services of \$694,772. This Amendment 4 for an additional \$89,406 brings the total contract fee to \$784,178. The fee estimate for this Amendment No. 4 is provided in Exhibit A (see Attachment 1).

Schedule

It is assumed that the tasks in this task order shall be completed by July 31, 2024. This is assuming we receive the notice to proceed for this amendment by January 9, 2024. The updated schedule for the project tasks and activity is summarized in Table 1. Note that the completion of Task 4 is dependent on the City providing water quality data from UDF program by April 30, 2024.

Table 1. Amendment 3 Schedule

Activity	Completion Date
Task 1. Project Management	July 31, 2024
Task 2. Develop UDF Field Journals P05 and P06	May 31, 2024
Task 3. UDF Field Journal Development Training	July 31, 2024
City provide water quality data from UDF program (Task 4 is dependent on this activity)	April 30, 2024
Task 4. Water Quality and Data Analysis	July 31, 2024

Terms and Conditions

All work will be performed in accordance with the Terms and Conditions set forth in the Water Distribution System Flushing Program dated July 01, 2020.

We appreciate the opportunity to provide our services and look forward to assisting you on this matter. If you have any questions, please call Melanie Holton at 916.853.5353.

Very truly yours,

Brown and Caldwell



Elizabeth Durazo, PE
Director, Construction Management



Melanie Holton, PE
Project Manager

Attachment:

1. Exhibit A: Fee Estimate

Exhibit A: Fee Estimate

City of Sacramento UDF Amendment 4

Resources													
		Holton, Melanie	Okamura, Esther	Suesser, Thomas	Tran, Tiffany	Roby, Nick	Gilmarin, Shelby	Holton, Malaya	Terrazas, Rich	Durazo, Liz	Total Labor Hours	APC	Total Labor Effort
Task	Task Name	PM	PA	Technical Lead	Hydraulic Modeler	Hydraulic Modeler	Hydraulic Modeler	Hydraulic Modeler	Hydraulic Modeler	-	-		
2024 Rates		\$ 301.94	\$ 126.01	\$ 115.54	\$ 132.40	\$ 145.79	\$ 133.82	\$ 76.14	\$ 348.11	\$ 354.50			
1	Task 1. Project Management	56	28	30	0	0	0	0	0	2	2	118	944 \$ 26,252
2	Task 2. Develop UDF Field Journals P05 and P06	20	0	40	100	100	100	100	100	0	0	460	3,680 \$ 63,154
GRAND TOTAL		76	28	70	100	100	100	100	100	2	2	578	89,406

Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.



SACRAMENTO

Finance Department

BUSINESS OPERATIONS TAX CERTIFICATE

Business Name **BROWN & CALDWELL**
Business Address **11020 WHITE ROCK RD 200**
Owner **BROWN & CALDWELL**
Type of Business **Architects & Engineers**
Tax Classification **Gross Receipts**
Expires **03/31/2024**
Mailing Address **KENNARD HILL**
BROWN & CALDWELL
1527 COLE BLVD 300
LAKEWOOD, CO 80401-3423

1003858



1003858

TOTAL PAID:
\$2,113.11

THIS STUB MAY BE
FOLDED/DETACHED
BEFORE POSTING

MUST BE POSTED IN CONSPICUOUS PLACE

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. This certificate must be renewed within 30 days of expiration. Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Brown and Caldwell	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. 201 North Civic Drive	Requester's name and address (optional)
	6 City, state, and ZIP code Walnut Creek, CA 94596	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
9	4		-	1	4	4	6	3	4	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Randy Stauford</i>	Date ► 11/1/2023
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

2024 Withholding Exemption Certificate**590**

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name

City of Sacramento

Payee Information

Name

Brown and Caldwell

☐ SSN or ITIN ☐ FEIN ☒ CA Corp no. ☐ CA SOS file no.

94-1446346

Address (apt./ste., room)

201 N. Civic Dr. Ste. 300

City (If you have a foreign address, see instructions.)

Walnut Creek

State

CA

ZIP code

94596

Exemption Reason**Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☒ **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

Our privacy notice can be found in annual tax booklets or online. Go to ftb.ca.gov/privacy to learn about our privacy policy statement, or go to ftb.ca.gov/forms and search for 1131 to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code 948 when instructed.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title Lesly Nelson, Finance Business Parter

Telephone (916) 853-5382

Payee's signature

Date 1/26/24



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/31/2024

5/18/2023

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hartford Fire Insurance Company		19682
INSURER B: Property and Casualty Ins Co of Hartford		34690
INSURER C: Lloyds of London		
INSURER D: Twin City Fire Insurance Company		29459
INSURER E: Hartford Underwriters Insurance Company		30104
INSURER F:		

COVERAGES * **CERTIFICATE NUMBER:** 16763171 **REVISION NUMBER:** XXXXXXXX

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	37CSEQU1172	5/31/2023	5/31/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A E A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	37CSEQU1173 37CSEQU1174 37CSEQU1175	5/31/2023 5/31/2023 5/31/2023	5/31/2024 5/31/2024 5/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B D	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 <input checked="" type="checkbox"/> N	Y N/A	37WNQU1170 37WBRQU1171	5/31/2023 5/31/2023	5/31/2024 5/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	PROFESSIONAL LIABILITY	N	N	LDUSA2300482	5/31/2023	5/31/2024	\$1,000,000 PER CLAIM & AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BC SID 92142 - WATER DISTRIBUTION SYSTEM FLUSHING PROGRAM BID#: Q20141311013. *SEE ATTACHED*

CERTIFICATE HOLDER**CANCELLATION** See Attachments

16763171
SAC-24
CITY OF SACRAMENTO
C/O EXIGIS LLC
P.O. BOX 947
MURRIETA CA 92564

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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THE CITY OF SACRAMENTO ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT. GENERAL LIABILITY AND AUTO INCLUDES SEVERABILITY OF INTERESTS. THIRTY DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER WITH RESPECT TO THE LIABILITY AND WORKERS COMPENSATION POLICIES. TEN DAYS NOTICE WILL BE PROVIDED TO THE FIRST NAMED INSURED IN THE EVENT OF NONPAYMENT OF PREMIUM.

POLICY NUMBER: 37CSEQU1172**POLICY TERM:** 5/31/2023 - 5/31/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED BY CONTRACT OR AGREEMENT -
OPTION II

This endorsement modifies insurance provided under the following: **COMMERCIAL GENERAL LIABILITY COVERAGE PART**
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Designated Project(s) or Location(s) Of Covered Operations:
WHERE REQUIRED BY WRITTEN CONTRACT	WHERE REQUIRED BY 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 above with whom you agreed in a written contract or written agreement to provide insurance such as is afforded under this policy, but only to the extent that such person or organization is liable for "bodily injury", "property damage" or "personal and advertising injury" caused by:

1. Your acts or omissions or the acts or omissions of those acting on your behalf:
 - a. In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;
 - b. In connection with your premises owned by or rented to you and shown in the Schedule; or
 - c. In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:

- (1) The written contract or agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and

- (2) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

2. The acts or omissions of the additional insured in connection with their general supervision of your operations at the projects or locations designated in the Schedule.

B. The insurance afforded to these additional insureds applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to the execution of such written contract or written agreement; and

3. Prior to the expiration of the period of time that

the written contract or written agreement requires such insurance be provided to the additional insured.

- C.** With respect to the insurance afforded to these additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering or surveying services by or for you, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; and
2. Supervisory, inspection, architectural or engineering activities.

D. Limits of Insurance

With respect to insurance provided to the additional insured shown in the Schedule, Paragraph 8. How Limits of Insurance Apply To Additional Insureds in **Section III — Limits of Insurance** does not apply.

E. Duties Of Additional Insureds In The Event Of Occurrence, Offense, Claim Or Suit

The Duties Condition in **Section IV - Conditions** is replaced by the following and applies to the additional insured shown in the Schedule:

1. Notice Of Occurrence Or Offense

The additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- a. How, when and where the "occurrence" or offense took place;
- b. The names and addresses of any injured persons and witnesses; and
- c. The nature and location of any injury or damage arising out of the "occurrence" or offense.

2. Notice Of Claim

If a claim is made or "suit" is brought against the additional insured, the additional insured must:

- a. Immediately record the specifics of the claim or "suit" and the date received; and

- b. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

3. Assistance And Cooperation Of The Insured

The additional insured must:

- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- b. Authorize us to obtain records and other information;
- c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

4. Obligations At The Additional Insureds Own Cost

No additional insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to the additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance

6. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs 1. and 2. applies to the additional insured only when such "occurrence", offense, claim or "suit" is known to:

- a. The additional insured that is an individual;
- b. Any partner, if the additional insured is a partnership;
- c. Any manager, if the additional insured is a limited liability company;
- d. Any "executive officer" or insurance manager, if the additional insured is a corporation;

- e. Any trustee, if the additional insured is a trust; or
- f. Any elected or appointed official, if the additional insured is a political subdivision or public entity.

F. Other Insurance

With respect to insurance provided to the additional insured shown in the Schedule, the Other Insurance Condition in **Section IV - Conditions** is replaced by the following:

1. Primary Insurance

a. Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **3.** below.

b. Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **a.** and **b.** do not apply to other insurance to which the additional insured has been added as an additional insured or to other insurance described in paragraph **2.** below.

2. Excess Insurance

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

a. Your Work

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

b. Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

c. Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

d. Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to

the extent not subject to Exclusion **g.** of Section **I — Coverage A — Bodily Injury And Property Damage Liability**;

e. Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I - Coverage A -Bodily Injury And Property Damage Liability**; or

f. When You Are Added As An Additional Insured To Other Insurance

That is any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance.

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

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

- a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- b. The total of all deductible and self-insured amounts under all that other insurance.

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

3. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES
Carrier: Hartford Fire Insurance Company
Policy Number: 37CSEQU1172
Policy Term: 5/31/2023 to 5/31/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This policy is subject to the following additional conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least sixty (60) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to all certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known postal mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to the active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

IH 12 00 11 85

POLICY NUMBER: 37CSEQU1173

Attachment Code: D465338 Certificate ID: 10703171

POLICY TERM: 5/31/2023 - 5/31/2024

COMMERCIAL AUTO

CA 20 48 10/13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED
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 the 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:

Named Insured: BROWN AND CALDWELL

Endorsement Effective: 5/31/2023

SCHEDULE

Name of Person(s) or Organization(s):
Where required by written contract.

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

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.

CA 20 48 10/13

Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES
Carrier: Hartford Fire Insurance Company
Policy Number: 37CSEQU1173
Policy Term: 5/31/2023 to 5/31/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This policy is subject to the following additional conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least sixty (60) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to all certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known postal mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to the active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

IH 12 00 11 85

Named Insured: Brown and Caldwell

Carrier: Hartford Fire Insurance Company

Policy Number: 37CSEQU1173

Policy Term: 5/31/2023 to 5/31/2024

Separation of Insureds Policy Language

Section V – Definitions

G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES
Carrier: Property and Casualty Ins Co of Hartford & Twin City Fire Insurance Company
Policy Number: 37WNQU1170 and 37WBRQU1171
Policy Term: 5/31/2023 to 5/31/2024

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

SCHEDULE

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us.

Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES
Carrier: Property and Casualty Ins Co of Hartford & Twin City Fire Insurance Company
Policy Number: 37WNQU1170 & 37WBRQU1171
Policy Term: 5/31/2023 to 5/31/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This policy is subject to the following additional conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least sixty (60) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to all certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known postal mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to the active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

IH 12 00 11 85

Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES
Policy Number: LDUSA2300482
Policy Term: 5/31/2023 to 5/31/2024

PROFESSIONAL AND POLLUTION LIABILITY - NOTICE OF CANCELLATION

IN THE EVENT THE UNDERWRITERS CANCEL OR NON-RENEW THIS POLICY OR IN THE EVENT OF A MATERIAL CHANGE TO THIS POLICY, UNDERWRITERS SHALL MAIL WRITTEN NOTICE OF SUCH CANCELLATION, NON-RENEWAL OR MATERIAL CHANGE, TO SUCH CERTIFICATE HOLDER WITHIN 30 DAYS; PROVIDED, HOWEVER, THAT THE INSURERS SHALL NOT BE REQUIRED TO PROVIDE SUCH NOTICE MORE THAN 45 DAYS PRIOR TO THE EFFECTIVE DATE OF CANCELLATION, NON-RENEWAL OR MATERIAL CHANGE.

BROWN AND CALDWELL

POLICY NO: 37CSEQU1172

CARRIER: Hartford Fire Insurance Company

POLICY TERM: 5/31/2023 - 5/31/2024

Separation Of Insureds - General Liability

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

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

Named Insured: BROWN AND CALDWELL
Carrier: Hartford Fire Insurance Company
Policy Number: 37CSEQU1172
Effective Date: 5/31/2023

Additional Insureds Other Insurance - General Liability

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to the additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.