

**CONTRACT AMENDMENT FOR ARCHITECTURAL SERVICES FOR THE GENESEE  
COUNTY RECYCLING AND EDUCATION CENTER**

This Amendment is effective upon approval, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 324 S. Saginaw Street, Suite 8D, Flint, Michigan 48502 (the "County"), and **DLZ Michigan, Inc., a Michigan Corporation**, whose principal place of business is located at **3500 Flushing Road, Suite 261, Flint, MI 48504** (the "Contractor") (the Contractor and the County together, the "Parties").

**WHEREAS**, the Parties executed a Contract for Architectural Services for the Genesee County Recycling and Education Center effective February 26, 2025 (the "Agreement"), pursuant to which the Contractor would conduct architectural, bid administration, and construction administration services as requested by the County per resolution #2025-1137; and

**WHEREAS**, the Parties executed an amendment to the Agreement effective September 6, 2025, which updated the budget and expanded the scope of work, per resolution #25-337-; and

**WHEREAS**, the Parties wish to amend the Agreement a second time to extend the term and conditions of the Agreement.

**NOW THEREFORE**, the Parties agree as follows:

1. Update Item 1.2 to include:  
The term of the contract will be extended from June 1, 2027, to September 30, 2028.
2. Update Item 3:  
"The Contractor shall be paid a flat fee of **\$1,670,480** for the performance of the Services."
3. Exhibit A – The Scope of Work, which is found on page 9 of the Agreement will be updated to include the information attached.
4. Exhibit B – Budget, which is found on page 11 of the Agreement will be replaced with the attached budget documentation.
5. Exhibit C – Insurance, which is found on page 12 of the Agreement will be replaced with the attached insurance documentation.
6. Exhibit D – Project Schedule, will be added to the Agreement with the information attached.
7. The remaining terms of the Agreement remain unchanged and in full effect.

8. Execution of this Amendment is authorized by Resolution # 25- issued by the Genesee County Board of Commissioners.

**DLZ Michigan, Inc**

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

**COUNTY OF GENESEE**

By:\_\_\_\_\_

Dale K. Weighill, Chairperson  
Board of County Commissioners

Date:\_\_\_\_\_

## EXHIBIT A – The Scope of Services

### 1. Topographic and boundary Survey Services

DLZ will provide a topographic map for the identified parcel with traditional survey methods, and as follows:

- a. 1-foot contours will be identified.
- b. Man made improvements and individual standalone trees 6-inch and larger will be located. Trees will be identified as coniferous or deciduous.
- c. DLZ will submit a MISS DIG Design Ticket for the project limit area and plot utilities based on information received by the reporting utility companies as well as visually observed evidence.
- d. DLZ will show the Flood Designation; wetland delineation is excluded from this scope.
- e. Only provided easements will be plotted.
- f. Horizontal Datum will be based on Michigan State Plane Coordinate System South Zone 2113, International feet, NAD 83 2011 Adjustment
- g. Vertical Datum will be based on NAVD 1988
- h. DLZ will perform a boundary survey, based on deed provided by OWNER, in the field and plotted on the topographic map.

### 2. Geotechnical Services

DLZ anticipates engaging a Subconsultant for Geotechnical Soil Borings and Analysis; soil evaluation will include water infiltration testing. Scope to include Ground Penetrating Radar to identify utilities within the site limits that may not be identified by public utilities.

### 3. Programming

Programming establishes facility space needs including functional adjacencies for anticipated operations. This phase concentrates on information gathering, facility needs and the overall project parameters. DLZ will facilitate two (2) collaborative planning work sessions for each site to include the following:

- a. Tour existing facilities to identify existing space sizes and operations to be used as a reference for proposed improvements.
- b. Conduct programming work-sessions with applicable stakeholders to review existing operations, discuss anticipated needs, and identify project goals.
- c. Develop a digital base model to be used as a platform for developing a program of existing spaces and conducting a “test fit” of proposed use of identified parcels.

- d. Prepare conceptual plan graphics for Phase 1 and Phase 2 grants that identify options to accommodate identified needs.
- e. Programming to include planning as applicable for a Commercial Kitchen, Refrigeration, and Freezer.
- f. Identify utilities associated with proposed improvements.
- g. Provide preliminary, conceptual level budget estimates for proposed improvements.

#### **4. Concept Design**

Concept Design establishes a vision for proposed improvements, organization of spaces, materials and construction scope. The intent of this phase is to analyze the quantitative information developed during the Programming Phase and begin to develop a qualitative representation of the desired spaces and character of the project. The following items will be performed:

- a. Develop a concept design that reflects organizational adjacencies and information gathered during the Programming Phase; up to three organizational concepts will be explored.
- b. Identify massing and the preliminary architectural character of proposed improvements.
- c. Identify utilities associated with proposed improvements.
- d. Provide preliminary, conceptual level budget estimates for proposed improvements.

#### **5. Design Development**

The Design Development Phase will build upon initial Programming and Conceptual Design phases to include the following services:

- a. Prepare preliminary civil drawings including a site plan, grading plan, and utility plan.
- b. Prepare preliminary landscape and site development plans.
- c. Prepare preliminary architectural design drawings to include floor plans, building elevations, building sections, wall sections, and interior elevations.
- d. Prepare preliminary interior finish schedule and material/color selections for review and approval.
- e. Prepare preliminary structural, mechanical, plumbing, and electrical plans.
- f. Prepare preliminary Commercial Kitchen, Refrigeration, and Freezer plans.
- g. Perform engineering calculations to validate appropriate equipment selection and system design.
- h. Conduct design review meetings with stakeholders for design approval prior to proceeding with the subsequent phases.

- i. Coordinate with the CM to support their cost estimating efforts; the CM will update the pre-construction cost estimate at this stage.

## **6. Construction Documents**

- a. Prepare Construction Documents to include bid and permit drawings for the following disciplines:
  - 1) Civil Engineering
  - 2) Landscaping and Site Development
  - 3) Architectural Systems
  - 4) Structural Engineering
  - 5) Mechanical/Plumbing Engineering
  - 6) Electrical Engineering
  - 7) Commercial Kitchen, Refrigeration, and Freezer drawings.
- b. Prepare a Project Manual including Division 00-01 General Conditions and Division 02-33 Specifications.
- c. Construction Documents shall be prepared as a single bid package (for each site) as required for a competitive bid process.
- d. Submit Construction Documents to local authorities having jurisdiction (AHJ) for plan review. The plan review fee is anticipated to be included in the Guaranteed Maximum Price (GMP). If DLZ pays the application fee, it will be billed as a direct reimbursable expense.

## **7. Technology - System Integration Design**

Services shall be provided in alignment with identified project scope and schedule to include the following:

- a. Conduct stakeholder interviews to identify applicable systems, function, and project goals.
- b. Discuss integration with existing systems and vendors, as applicable.
- c. Identify preferred systems and basis of design, to include Access Control, CCTV, Audio/Visual, Speaker, and structured cabling.
- d. Scope includes racks and patch panels; networking systems are assumed to be provided by Owner.
- e. Collaborate with the design team to provide bid documents, bidding, and construction administration support for applicable systems.

## **8. Food Service Design**

BASIC SERVICES: Provide food service consulting services, as outlined below. The equipment value has not been determined as of the date of this proposal. In an effort to provide you with a fee, we are estimating an approximate equipment value of approximately \$725,000.00 to \$750,000.00. If the value increases, our fee will increase accordingly. Conversely, if the value decreases our fee will decrease accordingly. The

design would include incorporation of new, existing, future, and/or purveyor supplied equipment.

a. PHASE I - FOODSERVICE PROGRAMMING & SCHEMATIC DESIGN

1. Provide programming data as required to develop scope, concept, space allocation, project requirements and menu review.
2. Provide one preliminary foodservice equipment floor plan drawing.
3. Provide one preliminary equipment list and budget.
4. Provide one preliminary equipment specification sheet brochure.
5. Provide revisions to the floor plan drawing.
6. Provide revisions to the equipment list & budget.
7. Provide revisions to equipment specification sheet brochure.
8. Unlimited in person or electronic conferences during this phase.

b. PHASE II - FOODSERVICE DESIGN DEVELOPMENT

1. Develop a revised final preliminary foodservice equipment/floor plan of each area.
2. Preliminary schedule of mechanical, electrical and ventilation requirements for equipment.
3. Provide a revised equipment budget.
4. Unlimited in person or electronic conferences during this phase.

c. PHASE III - FOODSERVICE CONSTRUCTION DOCUMENTATION

1. Provide final floor plans of each foodservice area after receiving Architect's dimensional drawings, with necessary details and elevations.
2. Provide final schedule of the mechanical, electrical and ventilation requirements for food service equipment and consultations with engineers as required.
3. Provide plumbing, electrical, ventilation, refrigeration, etc. rough in plans for equipment.
4. Provide elevations, details, sections, etc. to communicate fully the design requirements.
5. Type foodservice equipment specifications for printing and distribution by architect or our firm.
6. Completion of the County Health Department Plan Review Application & Worksheets for submittal to the health authorities by the Architect and assistance in obtaining Plan Review approval.
7. Unlimited in person or electronic conferences during this phase.

- d. PHASE IV - FOODSERVICE CONSTRUCTION SUPERVISION
  - 1. Supply a bidder's list, attend bid opening, and assist in bid evaluation and award.
  - 2. Check the shop drawings, rough-in drawings, and brochures submitted by food service equipment contractor to assure compliance with the bid documents.
  - 3. Perform two onsite inspections during critical phases of construction during installation of equipment and assist in coordination of work with related subcontractors.
  - 4. Unlimited in person or electronic conferences during this phase.
- e. PHASE V - FOODSERVICE EQUIPMENT PROJECT CLOSE-OUT
  - 1. Provide one preliminary and one final onsite inspection with report to and architect.
  - 2. Review of maintenance manuals and as built drawings.
  - 3. Coordination with health department during final inspections.
  - 4. Assistance with staff during start up, demonstrations, and opening.
  - 5. Unlimited in person or electronic conferences during this phase.
  - 6. Act on behalf of your office, when requested, for the duration of the project and warranty period.
- f. Additional Services - Additional services will be billed at an hourly rate of \$70.00 and would include any work that has not been identified in the above scope of work. Consultant shall provide written notification of changes in fees. Additional services will be provided upon receipt of written authorization to proceed.
  - 1. Any redesign or work incurred after completion of bid documents and/or receipt of bids is to be deemed as "Additional Services".
- g. Reimbursable Expenses - Reimbursable expenses including printing, reproductions, plotting, postage, phone, fax, travel to and from meetings and/or site visits etc. are included in our fee.

## **9. Bidding**

- a. DLZ will support the CM's efforts during the bidding and solicitation of sub-contractors.
- b. Attend a pre-bid meeting on-site for prospective bidders to review the scope of work.
- c. Respond to Bidder's Requests for Information (RFI's) in the form of an Addendum.
- d. Review bids received and attend post-bid interviews (virtual) for key subcontractors.

## **10. Construction Administration**

- a. Conduct a pre-construction meeting to outline roles, responsibilities, and lines of communications.
- b. Review shop drawings and submittals related to design and engineering services.
- c. Respond to CM's Request for Information (RFI's) during construction.
- d. Perform site visits to review construction progress and overall conformance with the Contract Documents. Site visits shall be conducted, on average, once every two weeks, for the duration of construction, not anticipated to exceed twelve (12) months of construction.
- e. Perform basic commissioning services, as required by building code.
- f. Review CM's Payment Applications and make recommendations for payment.
- g. Perform one Substantial Completion walk-through and one Final Completion walk-through.
- h. Review Contractor's Project Closeout documents including review of O&M Manuals, Warranties, and Contractor's "As-Built" Record Drawings.

### **OPTIONAL/ADDITIONAL SERVICES**

The items listed below are NOT included in the proposed fee and may be added, if required:

1. Professional Services beyond those defined in the Scope of Services.
2. Enhanced Commissioning Services.
3. Construction Material Testing and Special Inspections.
4. Detailed cost estimating (to be provided by the CM).
5. Environmental Site Assessment.
6. Traffic Studies (any planning scope outside of the Right-of-Way).
7. LEED Certification and/or specialized sustainable design features.
8. Application to the Zoning Board of Appeals, Planning Commission, Historic Commission, or other AHJ related to variances, special use permits or other special project approvals.
9. Technology systems (CCTV, Access Control, A/V) equipment, design and integration is anticipated to be addressed as a separate project.

### **ADDITIONAL INFORMATION**

1. Services will be consistent with those customarily performed for similar projects of this nature, as defined by the AIA B101-2017 Standard Form of Agreement Between Owner and Architect.
2. Correspondence and documentation shall utilize standard AIA documents and/or DLZ format. Deliverables will be provided electronically in a .pdf file format.

## EXHIBIT B - Budget

### Recycling and Education Center

Task 1 – Design

Task 2 – Bid Administration

Task 3 – Construction Administration

Task 4 – Project Close Out

**Total Cost - \$426,800**

### Genesee County Community Action Resource Department (GCCARD) Food Bank

Task 1 – Construction

Task 2 – Architectural and Engineering

Task 3 – Architectural and Engineering, Additional Services

Task 4 – Associated Project Costs

**Total Cost - \$820,120**

### Fleet Services (Motor Pool) Program

Task 1 – Construction

Task 2 – Architectural and Engineering

Task 3 – Architectural and Engineering, Additional Services

Task 4 – Associated Project Costs

**Total Cost - \$423,560**

### Project Total

**Total Cost - \$1,670,480**

EXHIBIT C - Insurance



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
3/23/2026

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).

<b>PRODUCER</b> Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	<b>CONTACT NAME:</b> Greyling COI Specialist
	<b>PHONE (A/C, No, Ext):</b> 770.756.6599 <b>FAX (A/C, No):</b> 770.756.6599 <b>E-MAIL ADDRESS:</b> greylingcerts@greyling.com
<b>INSURED</b> DLZ Michigan, Inc. 1425 Keystone Avenue Lansing, MI 48911-0000	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> National Union Fire Ins Co of Pittsburg <b>NAIC #</b> 19445
	<b>INSURER B:</b> Travelers Property Casualty Co of Amer <b>25674</b>
	<b>INSURER C:</b> Beazley Insurance Company, Inc. <b>37540</b>
	<b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER:** 1711997119      **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		GL5268221	4/1/2026	4/1/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <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 OTHER:		CA4489714	4/1/2026	4/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$		EXB113571826NF	4/1/2026	4/1/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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    N / A	WC072113235	4/1/2026	4/1/2027	<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 Liab Includ Pollution		RLUSP2600057	4/1/2026	4/1/2027	Per Claim Aggregate \$2,000,000 \$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Project: Genesee County Recycling Center, DLZ Prj #WF24017446 Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

**CERTIFICATE HOLDER**

**CANCELLATION**

Genesee County Attn: Risk Management 1101 Beach Street Flint MI 48502	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 04/01/2026  
forms a part of Policy No. 448-97-14  
issued to DLZ CORPORATION  
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

SCHEDULE

**ADDITIONAL INSURED:**

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE  
ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR  
ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

- I. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:
- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
    - (1) The coverage and/or limits of this policy, or
    - (2) The coverage and/or limits required by said contract or agreement.



\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 04/01/2026  
forms a part of Policy No. 448-97-14  
issued to DLZ CORPORATION  
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED**

*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

**Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c.,** is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or  
Countersignature (in States Where  
Applicable)

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 04/01/2026  
forms a part of Policy No. 448-97-14  
issued to DLZ CORPORATION  
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

*This endorsement modifies insurance provided under the following:*

**BUSINESS AUTO COVERAGE FORM**

**Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us**, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 526-82-21

COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

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

This endorsement shall not increase the applicable limits of insurance.

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<p>ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.</p>	<p>PER THE CONTRACT OR AGREEMENT.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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

However:

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

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

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

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

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 526-82-21

COMMERCIAL GENERAL LIABILITY  
CG 20 01 12 19

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

## **PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### SCHEDULE

<b>Name Of Person(s) Or Organization(s):</b>
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 04/01/2026 forms a part of Policy No. WC 072113235

Issued to DLZ CORPORATION

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

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

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

**Schedule**

**ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME  
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY  
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT  
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.**

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13  
(Ed. 04/84)

Countersigned by \_\_\_\_\_



**Authorized Representative**

## EXHIBIT D – Project Schedule

Task Name	Start	Finish	2026												2027		
			Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar		Apr	May
Amendment 02	Wed 4/15/26	Wed 4/15/26															
Kick-Off Meeting	Fri 5/1/26	Fri 5/1/26	● 5/1														
<b>CMaR Procurement</b>	<b>Fri 6/5/26</b>	<b>Fri 6/5/26</b>															
Client Review, Award	Fri 6/5/26	Fri 6/5/26															
<b>Pre-Design Phase</b>	<b>Fri 5/1/26</b>	<b>Thu 6/18/26</b>	▬														
Survey	Fri 5/1/26	Fri 6/12/26	▬														
Geotechnical	Fri 5/1/26	Fri 6/12/26	▬														
Facility Study/Tours	Fri 5/1/26	Fri 5/29/26	▬														
Stakeholder Meetings	Fri 5/1/26	Fri 5/29/26	▬														
Programming	Fri 5/1/26	Fri 6/12/26	▬														
Client Review, Approval	Mon 6/15/26	Thu 6/18/26	■														
<b>Preliminary Design</b>	<b>Mon 6/15/26</b>	<b>Mon 8/24/26</b>	▬														
Preliminary Design	Mon 6/15/26	Fri 7/31/26	▬														
Cost Estimating	Mon 8/3/26	Fri 8/14/26	▬														
Client Review, Approval	Mon 8/17/26	Mon 8/24/26	■														
<b>Final Design</b>	<b>Mon 8/17/26</b>	<b>Fri 3/26/27</b>	▬														
50% Final Design	Mon 8/17/26	Fri 10/16/26	▬														
90% Final Design	Mon 10/19/26	Fri 2/5/27	▬														
Cost Estimating	Mon 10/19/26	Fri 2/12/27	▬														
Final Bid Documents	Mon 2/8/27	Fri 3/12/27	▬														
CMaR GMP Award	Mon 3/15/27	Fri 3/26/27	▬														
<b>Bidding</b>	<b>Mon 3/29/27</b>	<b>Fri 6/4/27</b>	▬														
Issue for Bid	Mon 3/29/27	Fri 4/30/27	▬														
Bid Review, Approval	Mon 5/3/27	Fri 6/4/27	▬														
<b>Construction Admin</b>	<b>Mon 6/7/27</b>	<b>Fri 8/25/28</b>	▬														
Administration, Mobilize	Mon 6/7/27	Fri 6/18/27	▬														
Construction Activity	Mon 6/21/27	Fri 6/23/28	▬														
Substantial Completion	Fri 6/23/28	Fri 6/23/28	■														
Occupancy, Closeout	Mon 6/26/28	Fri 8/25/28	▬														