RESOLUTION - ACTION REQUESTED 2019-590

MEETING: October 8, 2019

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: 2Nd Amendment to Professional Services Agreement CH2MHILL - Darrah Bridge

RECOMMENDATION AND JUSTIFICATION:
Approve a Second Amendment to Professional Services Agreement with Jacobs (formerly CH2MHILL) to extend the term of the Agreement to December 31, 2020, for Professional Engineering Design Services, Right-Of-Way Acquisition and Environmental Engineering for the Darrah Road Bridge Replacement Project; and Authorize the Board of Supervisors Chair to Sign the Amendment.

This project is funded and administered by the Federal Highway Administration (FHWA) as part of the Federal Highway Bridge Program, Federal Transportation Bill, MAP-21. Caltrans manages this program within the State of California.

This Amendment extends time only with no additional costs.

On February 21, 2017 Resolution 2017-80 the Board authorized a First Amendment to increase the compensation and extend the term of the Agreement. On September 9, 2014 the Board of Supervisors approved Resolution 2014-467 which was the basis for the original contract between the County and CH2MHILL to provide professional Engineering Services for this Project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the Design Services will not be completed.

FINANCIAL IMPACT:
None, this is a time extension only amendment.

ATTACHMENTS:
Jacobs (CH2MHILL) 2nd amd Darrah Bridge (DOCX)
CH2MHILL 1st amendment (PDF)
CH2MHILL 14-045 #33 (PDF)
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: Kevin Cann, District IV Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
SECOND AMENDMENT TO AGREEMENT FOR ENGINEERING DESIGN SERVICES FOR THE DARRAH ROAD BRIDGE REPLACEMENT PROJECT

THIS SECOND AMENDMENT TO AGREEMENT FOR ENGINEERING DESIGN SERVICES FOR THE DARRAH ROAD BRIDGE REPLACEMENT PROJECT is made and entered into this 8th day of October 2019, by and between the County of Mariposa, a political subdivision of the State of California hereinafter referred to as “County,” and Jacobs (formerly CH2MILL), hereinafter referred to as “Contractor.”

WHEREAS, County and Contractor have heretofore entered into an Agreement dated September 9, 2014, wherein Contractor agreed to provide engineering services; and

WHEREAS, County and Contractor have heretofore entered into a First Amendment dated February 21, 2017; and

WHEREAS, County and Contractor desire to amend said Agreement extend the term of the Agreement to December 31, 2020.

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. 1.01 Paragraph 1, “TERM”, is hereby amended to extend the term of the Agreement to December 31, 2020.

2. Except as herein amended, the Agreement dated September 9, 2014 together with the First Amendment dated February 21, 2017 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA:

[Signature]
Miles Menetrey, Chairman
Mariposa County Board of Supervisors

ATTEST:

[Signature]
RENE LAROCHE
Clerk of the Board

CONTRACTOR:

[Signature]

APPROVED AS TO FORM:

[Signature]
STEVEN W. DAHLEM
County Counsel

LAST UPDATED 3/7/19
CERTIFICATE OF LIABILITY INSURANCE

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 LIC # 6167153 1-212-948-1306
Marsh Risk & Insurance Services
CIRT_Support@jacobs.com
633 W. Fifth Street
Los Angeles, CA 90071

INSURED
CH2M Hill, Inc.
9191 South Jamaica Street
Englewood, CO 80112-5946

COVERAGES
CERTIFICATE NUMBER: 57420085

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.

<table>
<thead>
<tr>
<th>INSURER</th>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSURER A: ACE AMER INS CO</td>
<td>22667</td>
</tr>
</tbody>
</table>

| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

| 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). |

<table>
<thead>
<tr>
<th>A</th>
<th>X</th>
<th>COMMERCIAL GENERAL LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>CLAIMS-MADE</td>
<td>OCCUR</td>
</tr>
<tr>
<td></td>
<td>GENL AGGREGATE LIMIT APPLIES PER</td>
<td></td>
</tr>
<tr>
<td></td>
<td>POLICY</td>
<td>LOC</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>A</th>
<th>X</th>
<th>CONTRACTUAL LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>A</th>
<th>AUTOMOBILE LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>ANY AUTO</td>
</tr>
<tr>
<td>OWNED AUTOS ONLY</td>
<td>SCHEDULED</td>
</tr>
<tr>
<td>HIRED AUTOS ONLY</td>
<td>NON-OWNED AUTOS ONLY</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>A</th>
<th>UMBRELLA LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXCESS LIABILITY</td>
<td>OCCUR</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>A</th>
<th>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY/PROPRIETOR/PARTNER/EXECUTIVE OFFICER \ MEMBER EXCLUDED?</td>
<td>Y/N</td>
</tr>
<tr>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>DESCRIPTION OF OPERATIONS BELOW</td>
<td></td>
</tr>
</tbody>
</table>

| A | PROFESSIONAL LIABILITY |
| "CLAIMS MADE" |

<table>
<thead>
<tr>
<th>INSURER</th>
<th>POLICY NUMBER</th>
<th>POLICY DATE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>HDO G71565129</td>
<td>07/01/19 - 07/01/20</td>
<td>EACH OCCURRENCE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>ISA H25295511</td>
<td>07/01/19 - 07/01/20</td>
<td>COMBINED SINGLE LIMIT</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>SCF C65892327 (WI)</td>
<td>07/01/19 - 07/01/20</td>
<td>E.L. EACH ACCIDENT</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>WCUC65892285 (AK, LA, OH, TX)</td>
<td>07/01/19 - 07/01/20</td>
<td>E.L. DISEASE - EA EMPLOYEE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>WLR C65892248 (AGS)</td>
<td>07/01/19 - 07/01/20</td>
<td>E.L. DISEASE - POLICY LIMIT</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>RNW G21655065 010</td>
<td>07/01/19 - 07/01/20</td>
<td>PER CLAIM/PER AGG</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

| DESCRIPTION OF OPERATIONS/Locations/Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) |
| Preliminary Design Services For Darrah Road Bridge Replacement Alternative. CONTRACT NUMBER: 13-027. CONTRACT END DATE: 9/27/2021. SECTOR: Public. $2,250,000 SIR for states of: AK, LA, OH, TX. Mariposa County Department of Public Works, its officers, employees, volunteers and agents are added as an additional insured for general liability & automobile liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captained work. Coverage is primary and certificate holder's insurance is excess and non-contributory. THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.* |

CERTIFICATE HOLDER
Mariposa County Department of Public Works
4630 Ben Hur Road
Mariposa, CA 95333

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
ADDITIONAL INSURED - AUTOMATIC STATUS

<table>
<thead>
<tr>
<th>Name of Insured</th>
<th>Jacobs Engineering Group Inc.</th>
<th>Endorsement Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy Symbol</td>
<td>Policy Number</td>
<td>Policy Period</td>
</tr>
<tr>
<td>HDO</td>
<td>H71565129</td>
<td>07/01/2019 TO 07/01/2020</td>
</tr>
</tbody>
</table>

Issued By (Name of Insurance Company)
ACE American Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization: Any person or organization for whom any Named Insured is required by written contract or agreement to provide insurance, entered into prior to the loss, where such written contract or agreement does not expressly identify a particular Insurance Service Organization Form to be applied to their additional insured status.

Who Is An Insured (Section II) includes as an additional insured the person or organization shown in the Schedule, but the insurance shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided such additional insured exceed the scope of the coverage and/or limits required by said contract or agreement; and, if such additional insured’s scope of coverage is not expressly stated in such contract or agreement, then such coverage is limited to the additional insured’s vicarious liability to the extent directly caused by the Named Insured’s negligence during the Named Insured’s ongoing operations. This insurance shall be primary insurance to the extent required by said contract or agreement, and any other insurance or self-insurance maintained by such person or organization shall be noncontributory with the insurance provided hereunder to the extent specified in said contract agreement.

Where the contract or agreement provides that the additional insured’s scope of coverage is for the Named Insured’s indemnity obligations under such contract or agreement, then such coverage shall be limited to the extent such indemnity obligations are enforceable under applicable law.

Notwithstanding the foregoing sentence, in no event shall the insurance provided such additional insured exceed the scope of coverage required by said contract or agreement.

Notwithstanding anything to the contrary, the coverage provided an additional insured under this endorsement shall be limited to the minimum coverage limits required to be provided by the Named Insured under the written contract or agreement.
NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

<table>
<thead>
<tr>
<th>Named Insured</th>
<th>Jacobs Engineering Group Inc.</th>
<th>Endorsement Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy Symbol</td>
<td>HDO</td>
<td>13</td>
</tr>
<tr>
<td>Policy Number</td>
<td>G71566129</td>
<td>Policy Period</td>
</tr>
<tr>
<td></td>
<td></td>
<td>07/01/2019 TO 07/01/2020</td>
</tr>
<tr>
<td>Issued By</td>
<td>(Name of Insurance Company)</td>
<td>ACE American Insurance Company</td>
</tr>
</tbody>
</table>

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the “Schedule”). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:
   i. The beginning of the Policy period, if this endorsement is effective as of such date; or
   ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.
All other terms and conditions of the Policy remain unchanged.

[Signature]

Authorized Representative
NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

<table>
<thead>
<tr>
<th>Named Insured</th>
<th>Jacobs Engineering Group Inc.</th>
<th>Endorsement Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy Symbol</td>
<td>ISA</td>
<td>Policy Number</td>
</tr>
</tbody>
</table>

Issued by (Name of Insurance Company)
ACE American Insurance Company

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the “Schedule”). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:
    i. The beginning of the Policy period, if this endorsement is effective as of such date; or
    ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.
All other terms and conditions of the Policy remain unchanged.

[Signature]

Authorized Representative
NOTICE TO OTHERS ENDORSMENT – SCHEDULE – EMAIL ONLY

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the “Schedule”). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:
   i. The beginning of the Policy period, if this endorsement is effective as of such date; or
   ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.
   i. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
   j. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This Endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.

Authorized Representative
NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

F. If We cancel or non-renew the Policy prior to its expiration date by notice to You for any reason other than nonpayment of premium, We will endeavor, as set out below, to send written notice of cancellation or non-renewal via such electronic or other form of notification as We determine, to the persons or organizations listed in the schedule that You or Your representative provide or have provided to Us (the Schedule). You or Your representative must provide Us with both the physical and e-mail address of such persons or organizations, and We will utilize such e-mail address and/or physical address that You or Your representative provided to Us on such Schedule.

G. The Schedule must be initially provided to Us within 30 days after:
   i. The beginning of the Policy Period, if this endorsement is effective as of such date; or
   ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy Period commences.

H. The Schedule must be in a format that is acceptable to Us and must be accurate.

I. Our delivery of the notification as described in Paragraph A of this endorsement will be based on the most recent Schedule in Our records as of the date the notice of cancellation or non-renewal is mailed or delivered to You.

J. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation or non-renewal date applicable to the Policy.

K. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation or non-renewal of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation or non-renewal to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon Us. Our agents or representatives, will not extend any Policy cancellation or non-renewal date and will not negate any cancellation or non-renewal of the Policy.

L. We are not responsible for verifying any information provided to Us in any Schedule, nor are We responsible for any incorrect information that You or Your representative provide to Us. If You or Your representative does not provide Us with a Schedule, We have no responsibility for taking any action under this endorsement. In addition, if neither You nor Your representative provides Us with e-mail address and/or physical address information with respect to a particular person or organization, then We shall have no responsibility for taking action with regard to such person or entity under this endorsement.

M. With respect to this endorsement Our, Us or We means the stock insurance company listed in the Declarations, and You or Your means the insured person or entity listed in Item 1 of the Declarations page.

All other terms and conditions of this Policy remain unchanged.

[Signature]
JOHN J. LUPICA, President
Authorized Representative
SUPPLEMENT TO CERTIFICATE OF INSURANCE

NAME OF INSURED: CH2M Hill, Inc.

DATE
09/27/2019