RESOLUTION - ACTION REQUESTED 2020-133

MEETING: March 17, 2020

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve a Third Amendment with Jacobs for the Darrah Rd Bridge

RECOMMENDATION AND JUSTIFICATION:
Approve a Third Amendment to Professional Services Agreement to Change the Name of the Company from CH2M to Jacobs, Extend the Term of the Agreement to June 30, 2021, and Increase Compensation by $132,349 for a Total Not to Exceed Amount of $511,047.36 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.

Recognize This Name Change in Order to Correctly Process and Pay for the Contracted Services

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.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On October 8, 20019 Resolution 2019-590 the Board authorized the Second Amendment to extend the term of the Agreement to December 31, 2020.

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 CH2M to provide professional Engineering Services for this Project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the design work will not be completed and the overall project will be in jeopardy.

FINANCIAL IMPACT:
This project is funded largely through Federal Funds and has minimal impact to appropriated Engineering Funds.
Resolution - Action Requested 2020-133

ATTACHMENTS:
Jacobs (CH2M) 3rd amd Darrah Bridge (PDF)
Jacobs (CH2MHILL) 2nd amd Darrah Bridge (PDF)
CH2MHILL 1st amd Darrah Rd Bridge (PDF)
CH2MHILL 14-045 #33 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Merlin Jones, District II Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
THIRD 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 17th day of March 2020, by and between the County of Mariposa, a political subdivision of the State of California hereinafter referred to as “County,” and Jacobs (formerly CH2M HILL Inc.), 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 entered into a First Amendment dated February 21, 2017; and

WHEREAS, County and Contractor entered into a Second Amendment dated October 8, 2019; and

WHEREAS, County and Contractor desire to amend said Agreement to extend the term of the Agreement to June 30, 2021 and increase compensation.

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

1. Paragraph 2.01, “CONTRACTOR” is hereby amended to reference a name change to Jacobs.

2. Paragraph 1.01, “TERM”, is hereby amended to extend the term of the Agreement to June 30, 2021

3. Paragraph 4.01, “COMPENSATION” is hereby amended to increase compensation by One Hundred Thirty Two Thousand Two Hundred Forty Nine Dollars ($132,249) for a total not to exceed amount of Five Hundred Eleven Thousand Forty Seven Dollars 36/100 ($511,047.36).

4. Except as herein amended, the Agreement dated September 9, 2014 together with the First Amendment dated February 21, 2017 and the Second Amendment dated October 8, 2019 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:

Kevin Cann, Chairman
Mariposa County Board of Supervisors

ATTEST:

RENE LAROCHE
Clerk of the Board

CONTRACTOR:

Lisa Alliger, Designated Project Executive
Jacobs (formerly CH2M HILL Inc.)

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

LAST UPDATED 3/7/19
Mariposa County
Department of Public Works

Darrah Road Bridge over West Fork Chowchilla River
Replacement Project
Professional Services Agreement # 14-045

Proposed Amendment No. 3

PREPARED FOR:       Gary Brown/Mariposa County
PREPARED BY:        Jeff Thomure and Chris Serroels/CH2M
DATE:               January 17, 2020

The purpose of this letter is to summarize changes to the scope and performance period for the Darrah Road Bridge Replacement Project that resulted in additional effort and time to successfully carry the project forward. The proposed cost estimate for this additional work is provided herein. The additional efforts were realized as the project evolved and were largely not originally included or anticipated in the professional services agreement. All other aspects of the original scope remain unchanged.

Changes Impacting Scope for Task 06

The additional work associated with proposed Amendment No. 3 resulted from a combination of a reduction in the original cost proposal and increased professional services efforts. The additional efforts include further project management activities, increased coordination with the County, additional unexpected design effort and revisions, additional efforts associated with procuring the environmental permits and preparing an Environmental Commitments Record, and increased right-of-way effort. The increased level of effort for each of these items is described below in further detail.

Additional Project Management and Administration

Additional effort was required to manage the project over a longer duration than anticipated. The agreement for services was executed September 15, 2014 to revalidate the environmental approval, complete the final design, and acquire the necessary right-of-way and was scheduled to be completed by September 2017. Project management and administrative activities have continued past the original planned completion as right-of-way tasks extend to current day. These include monitoring project progress and schedule, reviewing project budgets, supervising project staff and subconsultants, and project invoicing.

Additional Coordination and Collaboration with County

Additional effort was required to continue close technical coordination and collaboration with the County over the increased project duration. Project technical coordination activities included meetings at the County office, numerous coordination meetings on the phone to quickly resolve unexpected project challenges, and other collaborative efforts necessary to complete the project design. For
example, right-of-way acquisition delays caused by probate of the Pearson property have led to additional coordination assistance with the County; this work entailed preparing alternate alignment concepts and coordinating with the County to potentially implement Resolution of Necessity to advance the project and obtain a third time extension from the FHWA.

Reconcile Cost Proposal Reduction

The originally planned CH2M level of effort and associated cost proposal was reduced for Task 06 by approximately $22,500 at the County’s request to keep the project cost for the Preliminary Engineering Phase within the HBP programmed budget. CH2M accommodated this request to expedite moving forward with the project based on indication by the County that should actual level of effort require the additional $22,500 that it would be accommodated in a future budget adjustment. During performance of the scope of work, the cost associated with this reduction was realized as anticipated, and CH2M would like the opportunity to recapture this cost with the County’s assistance. For reference documentation, please see emails from Gary Taylor and Mohamed Cader sent to Chris Serrooels on August 20th and 21st, 2014.

Additional Design and Detailing Effort

Additional effort, above the originally planned level of effort (before the $22,500 reduction), was required to perform the design of the bridge, prepare the independent check, generate the details and drawings, and prepare the Special Provisions. The unanticipated increased effort was primarily caused by the additional complexity of the structure and foundation from what had been identified in prior studies (Bridge Advance Planning Study). Features that involved additional unexpected effort and complexity include, but are not limited to, mitigating prestressing forces in the unexpectedly tall abutments to reduce substructure size and cost, designing taller abutments and larger foundations to accommodate hydraulic requirements (e.g. thick rock slope protection layer), and drawing and detailing more extensive and taller retaining wall systems and foundations with lean concrete subgrade.

Unanticipated Revisions to 95% PS&E

Additional effort, above the originally planned level of effort (before the $22,500 reduction), was required to revise the 95% PS&E documents and incorporate unanticipated changes to the plans necessary to accommodate property owner preferences for expediting the right-of-way process. Changes to the plans involved updating drainage features, revising finish grade contours, and increasing tree preservation details. In addition, collaborative efforts with the County involved multiple line work reconciliation efforts in CAD to integrate changes initiated by the County to mitigate right-of-way concerns. These changes and collaborative efforts lead to plan revisions that cascaded through the drawings and resulted in updating a variety of plan details, including indirectly related plan details and typical sections. The Special Provisions and estimate were also updated as needed to match the revisions, including incorporating tree preservation requirements and additional bid items. These changes also lead to multiple revisions of the right-of-way exhibits needed to facilitate the right-of-way acquisition efforts.

Additional Effort to Procure Environmental Permits

Additional field effort and reporting was required to supplement and revise previous efforts on preparation of the Wetland Delineation Report (WDR) for USACE permitting. The revised Natural Environment Study (NES) prepared in 2015 relied largely on Wetland Delineation efforts completed in 2007, and CH2M site reconnaissance efforts in 2015. Long-term drought conditions in California and corresponding decreases in scouring surface flows in the West Fork Chowchilla River from 2012-2017 resulted in substantial changes in project site vegetative composition (currently a willow thicket). Previous work from 2007 and supplemental work completed in association with the revised NES were therefore not representative of site conditions in 2017, and additional unexpected effort was therefore
necessary. The WDR prepared by CH2M in 2017 was therefore revised using 2017 site conditions. The revised WDR has been approved by the USACE, and has supported USACE issuance of a conditional 404 permit. In addition, further effort has also been required in responding to requests for information from the California Department of Fish and Wildlife (CDFW). CDFW 1600 (Lake and Streambed Alteration Notification) permitting has become more intensive over the last several years in response to public interest and engagement in the CEQA process. In addition, due to schedule delays caused by right-of-way issues, it is anticipated that time extensions will be required for the 1600 permit and perhaps the 404 permit; 40 hours have been allotted to prepare the paperwork for these permit extensions.

Preparation of an Environmental Commitments Record (ECR) has not yet been completed. It was not included in the original scope and is included in this amendment proposal. The ECR will be in spreadsheet format and will summarize important permit requirements and actions to facilitate monitoring compliance with the environmental permits during construction. Preparation of the ECR is anticipated to be a 60 hour effort.

Increased Right-of-Way Effort

Additional effort has been required to complete the right-of-way acquisition task. The project has been delayed due to one of the impacted properties requiring a prolonged probate period that has yet to be resolved. Recently, funding requirements have necessitated the immediate acceleration of the project schedule. These circumstances have resulted in additional right-of-way acquisition efforts by BRI, required additional coordination with the County, required revised appraisals and right-of-way exhibits to facilitate acquisition, and potentially use of Resolution of Necessity to acquire the necessary property.

Summary of Changes to Task 06

The cost to accommodate the original scope and additional efforts described above in Task 06 is $132,249.00, which includes $12,227.61 for the right-of-way subconsultant. Note a 6-D/6-B Cost Change Request for the PE, right-of-way, and Construction phases will be submitted to Caltrans District 10 Local Assistance to account for the increase in estimated design, right-of-way, and construction costs. Please approve the additional efforts and corresponding costs necessary to complete the 100% PS&E and right-of-way and move into the construction phase.

We appreciate your willingness, flexibility, and understanding regarding this matter. If you have any questions, please contact Chris Serroels at (916) 286-0349 or Jeff Thomure at (916) 286-0325.

Sincerely,

Jeff Thomure, P.E.
Project Manager

Lisa Alliger, P.E.
Designated Project Executive
**CERTIFICATE OF LIABILITY INSURANCE**

**Date (MM/DD/YYYY)**: 09/27/2019

**Certificate Number**: 57420085

**Producer LIC**: 04397153
**Producer Name**: Marsh Risk & Insurance Services
**Address**: 633 W. Fifth Street

**Insured**:
- **Name**: CB2M Hill, Inc.
- **Address**: 9191 South Jamaica Street
- **City**: Englewood
- **State**: CO
- **Zip**: 80112

**Coverages**

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<tr>
<td>ACE AGCO INS CO</td>
<td>22667</td>
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**Certificate Holder**

Mariposa County Department of Public Works

**Address**: 4639 San Rur Road

**City**: Mariposa
**State**: CA
**Zip**: 95333

**Authorized Representative**

**Signature**

**ACORD 25 (2016/03)**

The ACORD name and logo are registered marks of ACORD
ADDITIONAL INSURED - AUTOMATIC STATUS

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<th>Jacobs Engineering Group Inc.</th>
<th>Endorsement Number</th>
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<td>ACE American Insurance Company</td>
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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

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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 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.

Authorized Representative
NOTICE TO OTHERS ENDORSEMENT - SCHEDULE - EMAIL ONLY

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

Issued the policy holder. The remainder of the information is to be completed only when this endorsement is issued pursuant 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.

Authorized Representative
NOTICE TO OTHERS ENDORSEMENT - 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.

MS-36362 (04/19)

JOHN J. LIPICA, President
Authorized Representative