

**AMENDMENT NO. 1 TO
AGREEMENT FOR ARCHITECT-ENGINEER SERVICES FOR
ON-CALL ENVIRONMENTAL PROGRAM SUPPORT
PROJECT NO. OCENV18B**

This Amendment No.1 ("Amendment") is made and entered into this _____ day of _____, 2020, by and between the County of Orange, a political subdivision of the State of California ("County"), through its department John Wayne Airport ("JWA"), and **Wood Environment and Infrastructure Solutions, Inc.** ("Consultant").

WHEREAS, on August 14, 2018, the County and Consultant entered into an Architect-Engineer Agreement for On-Call Environmental Program Support in the not-to-exceed amount of \$2,250,000 for a three-year term, plus \$750,000 for each one-year renewal (the "Agreement"); and

WHEREAS, the continuance and added funding for On-Call Environmental Program Support is needed to provide effective, efficient, and seamless support of JWA's Environmental Program and other airport projects; and

WHEREAS, Consultant wishes to continue to provide On-Call Environmental Program Support under the terms of the Agreement as amended below.

NOW THEREFORE, the County and Consultant agree as follows:

- I. The annual not-to-exceed amount shall be increased by \$1,500,000 to an amended not-to-exceed amount of \$3,750,000 for a three-year term, plus \$1,500,000 for each one-year renewal upon Board approval.
- II. Section 34 "Insurance" is deleted and replaced in its entirety with the Insurance provisions attached hereto as Appendix A and incorporated into the Agreement by this reference.
- III. Except as specifically amended herein, all terms and conditions of the Agreement shall remain unchanged, in full force and effect.
- IV. The foregoing is in accordance with the Agreement and subject to the following:
 1. The aforementioned changes, and work affected thereby, are subject to all Agreement stipulations and covenants; and
 2. All claims against the County which are incidental to or as a consequence of the aforementioned changes are fully satisfied and the Program Manager hereby releases the County from all said claims.

(Signature Page Follows.)

DATED: _____ COUNTY OF ORANGE

By _____
Chairwoman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIR OF THE BOARD

Robin Stieler
Clerk of the Board of Supervisors
County of Orange, California

PROJECT MANAGER

By _____

Title _____

By _____

Title _____

APPROVED AS TO FORM:
COUNTY COUNSEL

By  _____
Deputy

Date 1.22.2020

Appendix A

34. INSURANCE

Prior to the provision of services under this contract, the A-E agrees to purchase all required insurance at A-E's expense and to deposit with the COUNTY Certificates of Insurance, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the COUNTY during the entire term of this contract. The COUNTY reserves the right to request the declarations page showing all endorsements and a certified copy of the policy. In addition, all sub-consultants performing work on behalf of A-E pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for A-E.

A-E shall ensure that all sub-consultants performing work on its behalf, pursuant to this agreement, shall be covered under A-E's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for A-E. A-E shall not allow sub-consultants to work if sub-consultants have less than the level of coverage required by COUNTY from A-E under this agreement. It is the obligation of A-E to provide notice of the insurance requirements to every sub-consultant and to receive proof of insurance prior to allowing any sub-consultants to begin work. Such proof of insurance must be maintained by A-E through the entirety of this agreement for inspection by COUNTY representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of A-E's current audited financial report. If A-E's SIR is approved, A-E, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suit resulting from A-E's, its agents, employee's or subcontractor's performance of this Agreement, A-E shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) A-E's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the A-E's SIR provision shall be interpreted as though the A-E was an insurer and the COUNTY was the insured.

If the A-E fails to maintain insurance acceptable to the COUNTY for the full term of this contract, the COUNTY may terminate this contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the A-E shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence \$10,000,000 per occurrence for commercial ramp access
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or occurrence \$2,000,000 aggregate
Environmental/Pollution Liability	\$1,000,000 per claims made or occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General and Pollution Liability policies shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees and agents as Additional Insureds, or provide blanket coverage which shall state AS REQUIRED BY WRITTEN AGREEMENT.
- 2) A primary non-contributing endorsement using ISO form CG 20 01 0413, or a form at least as broad evidencing that A-E's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents, or provide blanket coverage which shall state AS REQUIRED BY WRITTEN AGREEMENT.

All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

A-E shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the COUNTY may suspend or terminate this Contract.

If A-E's Professional Liability policy is a "claims made" policy, A-E shall agree to maintain Professional Liability coverage for Two (2) years following completion of contract.

The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation. If the A-E fails to provide the insurance certificates and endorsements within

seven (7) days of notification by Project Manager or the agency/department Facilities Division, award may be made to the next qualified vendor.

COUNTY expressly retains the right to require A-E to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

COUNTY shall notify A-E in writing of changes in the insurance requirements. If A-E does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to A-E, and COUNTY shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit A-E's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.