

County of Santa Clara - Service Agreement

7/1/05

SECTION I: GENERAL INFORMATION

Date: 5/18/05 P.O. Number: 4400001929
(Procurement)
 Agency / Dept. Name: SCVHHS Facilities Dept. No.: 0921
 Brief Description of Services: General Civil and Soils Engineering Services

Maximum Financial Obligation: \$ 40,000. Including reimbursables

FY '06 = \$40,000

Term of Agreement: Start Date: Upon Approval ^{At} _{per} _{SWB} End Date: 6/30/06

For County Use Only - SAP						
Account Assignment	General Ledger	Cost Center	Amount	WBS	Internal Order	
0921	5259000	8809				

SECTION II: PARTIES TO AGREEMENT

CONTRACTOR	COUNTY of SANTA CLARA
Legal notices pertaining to this agreement will be sent to the name, address and contact person below:	Mail Invoices to County of Santa Clara at:
Name: <u>URS Corporation Americas</u>	Agency/Dept: <u>SCVHHS Facilities</u>
Contact Person: <u>Paul Boddie</u>	Contract Monitor: <u>Sara Leon</u>
Address: <u>55 Market Street, Suite 1500</u>	Address: <u>751 S. Bascom Ave</u>
City/State/Zip: <u>San Jose, Ca 95113</u>	City/State/Zip: <u>San Jose, Ca 95128</u>
Telephone: <u>408-297-9585</u> Fax: <u>408-297-6962</u>	Telephone: <u>885-4400</u> Fax: <u>885-4414</u>
SCC Vendor No. (SAP): <u>10333</u>	Fiscal Contact: XXXXXXXXXX

SECTION III: CONTRACT AUTHORIZATION

It is agreed between County and Contractor that Contractor will, for the compensation described in this Agreement, perform the work described in Section V in accordance with all terms and conditions of this Agreement including all exhibits. In addition, County and Contractor certify that the tax withholding status and benefit documentation (Section IV) accurately reflect the anticipated working relationship between County and Contractor. Further, contractor certifies that the Contracting Principles self-declaration (Section VII, Part B), and Insurance waiver information (Section VIII, Part B) of this form are true and correct. For independent Contractors, a certificate demonstrating appropriate insurance is required before work may commence.

Signatures

Contract is not valid until signed by Contractor and Procurement on behalf of the County

Contractor: <i>Paul J. Boddie</i>	Date: <u>June 29, 2005</u>
Procurement: <i>D.L.</i>	Date: <u>7/21/05</u>
Agency/Dept. Manager: <i>[Signature]</i>	Date: <u>7/1/05</u>
Agency/Department Fiscal Officer: <i>[Signature]</i>	Date: <u>7-7-05</u>
County Counsel: <small>(Signature required when standard Service Agreement language is changed or for IT Services of \$500,000 or less)</small>	Date:

County of Santa Clara - Service Agreement

SECTION IV: DETERMINATION OF TAX WITHHOLDING AND BENEFIT STATUS

Is contractor a government entity, corporation, nonprofit organization or school district?

YES - This is an Independent Contractor. Proceed to Section V

NO - Complete the Questionnaire (For help with the Questionnaire, refer to the County Contract website, select Forms and Service Agreement Instructions)

Questionnaire to Determine Dependent or Independent Status of Contractor

	For federal tax purposes Dependent/Independent status is an important distinction. It affects how the contractor files tax returns and the contractor's responsibility for federal income tax, social security and Medicare tax. The questionnaire also determines the contractor's eligibility for Medicare and Social Security, Public Employees' Retirement System benefits, and other benefits.	YES <i>Dependent Status</i>	NO <i>Independent Status</i>
1	Supervision: Will the County have the right to tell the contractor how to do the work, when to arrive or leave work, or when to take breaks? Do you have other employees performing similar work with a similar degree of supervision? If the answer to any of these questions is YES, mark the box YES. If NO, please explain.		
2	Training: Will the County instruct the contractor on how to do the job or pay for external training? If NO, please explain.		
3	Incomplete Work: Will the Contractor be able to resign or terminate the contract without being held either financially or legally liable for unfinished work? If NO, please explain.		
4	Place of Work/Tools: Will the County provide the Contractor with a place to work at a County location and tools to do the job, i.e. computers, telephones, etc? If NO, please explain.		
5	Length of Relationship: When the Contractor is hired to complete ongoing departmental duties or functions— answer YES . When the contractor is hired to complete a specific project— answer NO and explain briefly.		
6	Other Customers: Does the County prevent the Contractor from performing similar services for other customers, either due to the amount of work (full-time), or by contractual provision? If NO, please explain.		
7	Designation as Business Entity: If the Contractor has a business license or business certificate, mark the box "No". (This does not pertain to professional licenses or certificates such as a licenses of physicians or architects.) Enter below the business license number and the city/entity where issued.		
8	Payment Schedule: Will payments be made either as an hourly wage or as weekly/monthly salary? If payment is by commission or based on project milestones or deliverables, answer "NO" to this question. If NO, please explain. Be sure this answer matches the contract payment schedule in Section V.		
9	Support Services: Will County employees or other independent contractors provide assistance to this Contractor? Assistance is defined as clerical, technical or professional support. If NO, please explain.		

If at least 5 of the above questions were answered "NO", Contractor is an **Independent Contractor**.

If 5 or more of the above questions were answered "YES", Contractor is a **Dependent Contractor**, where the relationship resembles that of employer/employee. Tax withholding is required and benefits are provided. Complete and attach the

following forms: Employee's Withholding Allowance Certificate—Federal Form W-4, State Withholding, Form DE-4, Determining PERS Eligibility and PERS Member Action Request. See Contract website for more information regarding Dependent Contractors. County insurance requirements do not apply to Dependent Contractors.

County of Santa Clara - Service Agreement

SECTION V: CONTRACT SPECIFICS

Describe the services to be performed or unique elements of the contract. If more space is needed, attach a separate document—"Attachment A". If the contractor wishes to add contract language or modify the Standard Service Agreement, then County Counsel must approve and sign the Agreement. County Counsel approval is not required if Attachment A refers to Contract Specifics listed on this page.

A. Service Description and Expected Outcome (scope of service)

URS provides civil engineering and soils testing services. SCVHHS has potential need for such services in support of the Absorption Chiller project and the next phase of construction for House on the Hill.

Or See Attachment _____

B. Deliverables, Milestones, Timeline for Performance

Work under this agreement will consist of providing a finite number of services over the course of various projects. This work may include updating the previous Geological/Seismic Hazards Evaluation Report in preparation for future seismic design work. Other tasks may include soils analysis and field observation for Phase 2 of the House on the Hill project, design support for the Absorption Chiller project, and miscellaneous work on other projects.

Or See Attachment _____

C. Performance Standards

List specific standards and criteria sufficient to evaluate Contractor's performance and quality of deliverables.

URS' contract will be administered and monitored by an assigned Project Manager (PM). This individual will be responsible for coordination of the consultant work efforts, project schedule, and the VMC review and approval process. Regular meetings will be held as appropriate to maintain work progress.

Or See Attachment _____

D. Payment Schedule

Be specific as to hourly rate, payment by milestones, etc.

Per attached fee schedule

Or See Attachment B

Changes to the terms and conditions on this page require approval of County Counsel

County of Santa Clara - Service Agreement

SECTION VI: STANDARD PROVISIONS

A. Entire Agreement

This document represents the entire Agreement between the parties. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter of the agreement are merged into this Agreement.

B. Conflicts of Interest

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest.

C. Governing Law, Venue

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

D. Assignment

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

E. Waiver

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing and shall apply to the specific instance expressly stated.

F. NON-DISCRIMINATION

Standard Non-Discrimination Language

Contractor shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

-- OR --

Alternate Non-Discrimination Language Attached (Requires County Counsel Approval)

G. TERMINATION

Standard Termination Language

The County may, by written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the County. The notice shall specify the effective date and the scope of the termination. In the event of termination, Contractor shall deliver to County all documents prepared pursuant to the Agreement, whether complete or incomplete. Contractor may retain a copy for its records. Upon receipt of the documents, Contractor shall be compensated based on the completion of services provided, as solely and reasonably determined by County.

--OR--

Alternate Termination Language Attached (Requires County Counsel approval.)

County of Santa Clara - Service Agreement

SECTION VII: CONTRACTING PRINCIPLES

A. Other Current County Contracts

If contractor's cumulative total of contracts with the County exceeds \$100,000, this contract is likely to be a Type II contract. Refer to the Contracting Principles.

- Contractor has no other current county contracts for same or similar services
- Contractor has other contracts for same or similar services within the County

Enter contract information for other contracts in table below

Agency / Dept / Division	Type of Service	Current Fiscal Year Contract Amount
		\$
		\$
Total of all Current Fiscal Year Contracts		\$

Or See Attachment _____

B. Contractor Self-Declaration

TYPE I CONTRACT

- Contractor declares that this is a Type I service contract under the Board of Supervisor's Resolution on Contracting Principles. If this box is checked, please complete the following:

Type I Category: Professional Services I

Explanation: Civil and Soils Engineering Services for Miscellaneous Projects

TYPE I CONTRACT:

Type I service contracts are subject to the Resolution of Contracting Principles adopted by the Board of Supervisors on October 28, 1997. Accordingly, Contractor shall comply with all of the following:

Contractor shall, during the term of this contract, comply with all applicable federal, state, and local rules, regulations, and laws.

Contractor shall maintain financial records adequate to show that County funds paid under the contract were used for purposes consistent with the terms of the contracts. These records shall be maintained during the term of this contract and for a period of three (3) years from termination of this contract or until all claims if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this contract.

The failure of Contractor to comply with this Section or any portion thereof may be considered a material breach of this contract and may, at the option of the County, constitute grounds for the termination and/or non-renewal of the contract. Contractor shall be provided reasonable notice of any intended termination or non-renewal on the ground of non-compliance with this Section, and the opportunity to respond and discuss the County's intended action.

-- OR --

County of Santa Clara - Service Agreement

TYPE II CONTRACT

Contractor declares that this is a Type II contract under the Board of Supervisor's Resolution on Contracting Principles.

TYPE II CONTRACT

This contract is a Type II service contract subject to the resolution of Contracting Principles (Resolution) adopted by the Board of Supervisors on October 28, 1997. Accordingly, Contractor shall comply with all of the following during the term of this contract:

- a. Contractor shall comply with all applicable federal, state, and local rules, regulations, and laws.
- b. Contractor shall maintain financial records adequate to show that County funds paid under the contract were used for purposes consistent with the terms of the contract. These records shall be maintained during the term of this contract and for a period of three (3) years from termination of this contract or until all claims, if any, have been resolved, whichever period is longer or longer if otherwise required under other provisions of this contract.
- c. To enable County to determine compliance with the requirements of the Resolution and this contract, Contractor shall, through its designated representatives, provide to County or its designated agents reasonable access to facilities, records, and employees used and employed in conjunction with the provision of services under the contract, except where such access is prohibited by federal or state laws, regulations, or rules.
- d. Contractor shall provide to the County Department /Agency responsible for monitoring the contract, within fifteen (15) days of receipt by Contractor, with copies of any and all financial audits completed during the term of the contract. For the purposes of this section, "financial audit" includes any final audit report transmitted to Contractor by the auditor, but does not include draft reports, of performance or program audits.
- e. Contractor shall use County funds paid under this contract for County services and shall not use County funds for general employer costs that do not support or otherwise directly relate to the scope of contracted services. Consistent with the financial provisions of the contract, this requirement shall not preclude the realization of profit or savings.
- f. Contractor shall promptly advise the County Department/Agency responsible for monitoring the contract of:
(1) the issuance of any legal complaint by an enforcement agency, or of any enforcement proceedings by any Federal, State, or Local agency for alleged violations of federal, state or local rules, regulations or laws, and/or
(2) the issuance of citations, court findings or administrative findings for violations of applicable federal, state or local rules, regulations, or laws.
- g. As required under the Resolution and the County's implementing procedures, Contractor provided to County as a part of the selection [*substitute "renewal," "extension," or "amendment" as appropriate*] process certain information pertaining to the provision of services under this contract and/or expenditures to be charged under the contract, including information concerning wages and benefits for Contractor's employees, length of service, staff turnover and training, complaints (if any) regarding legal violations and collective bargaining agreements and/or personnel policies. Contractor warrants and represents that the information so provided was complete and accurate.

The failure of Contractor to comply with any portion of Section VII, including the Contractor Self-Declaration of Status is considered a material breach of this contract and may, at the option of the County, constitute grounds for the termination and non-renewal of the contract. Contractor may be provided reasonable notice of any intended termination or non-renewal on the grounds of noncompliance with this Section, and will have the opportunity to respond and discuss the County's intended action.

County of Santa Clara - Service Agreement

SECTION VIII: INSURANCE / INDEMNIFICATION

Independent Contractors must comply with the County's insurance and indemnification requirements as indicated below. These requirements do not apply to Dependent Contractors.

A. TYPE OF INSURANCE LANGUAGE

The following standard insurance and indemnification language is attached and incorporated into this agreement:

- B-2 Standard Service Contracts Above \$100,000
- B-2A Standard Service Contracts Between \$50,001 and \$100,000
- B-2B Standard Service Contracts Between \$10,001 and \$50,000
- B-2C Standard Service Contracts Up To \$10,000
- B-2D Environmental Services Contracts
- B-3 Professional Services Contracts (e.g. Medical, Legal, Financial, etc.)
- B-3A Architects and Engineers Service Contracts
- B-9 Part-time Trainer Contracts up to \$50,000

Modification or Waiver Attached if Appropriate

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

	YES	NO
1. Workers Compensation: Does the contractor have employees? If "YES", then, WORKER'S COMPENSATION/EMPLOYER'S LIABILITY INSURANCE IS REQUIRED.	X	
2. Owned Auto Insurance: Will the contractor use any owned autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself? If "YES", then INSURANCE FOR OWNED AUTOS IS REQUIRED.		X
3. Hired Auto Insurance: Will the contractor use any hired autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself? If "YES", then INSURANCE FOR HIRED AUTOS IS REQUIRED.	X	
4. Non-owned Auto Insurance: Will the contractor be using any non-owned autos in the provision of direct services, such as transporting clients in non-owned autos or operating non-owned autos in performance of the work itself? If "YES" then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.	X	

When "NO" is checked, this declaration will serve as a waiver for the specified type of insurance.

SCVHHS Facilities: Services & Document Management

OVERVIEW – Consultants working with HHS Facilities under this Services Agreement are expected to be responsive to the needs of the Department in the area of services and document management. Towards that objective, the Department has established CAD standards and other document expectations, which are to be part of the services of all consultants working on projects under this agreement. These expectations are evolving and will be updated as required. Consultant fees under this agreement are to be based on these standards and expectations. The consultant should check with the SCVHHS Project Manager at the start of any project to receive current standards. The following is a list of expectations for consulting firms doing business directly with SCVHHS Facilities:

PROPOSALS: Each consultant is expected to provide a proposal at the start of a project. This proposal will typically include scope of work, design premises, a not-to-exceed fee and a preliminary schedule, at a minimum. The Consultant should submit a task-fee breakdown based on project phases, unless the project scope is sufficiently limited. Proposals should include Basic Services (see attached) and any Supplemental Services appropriate to the project. Services, which are variable, such as number of meetings attended and number of cost estimates provided, should be quantified in the proposal. Proposals shall be accompanied by a statement of Consultant's Hourly Rates.

BILLING: The fee proposal provides the basis for subsequent billing. Consultants invoice should state the percentage of completion for each phase and show hours expended times billing rates for NTE work. All approved Additional Service Requests should be identified as separate line items. Invoices should be based on services rendered at the time of billing, not projected to the date payment is expected. Invoices not meeting these criteria will be returned for correction. (Note: In the interest of expediting invoice payments, we are developing a standard format of how we will request that invoices be submitted.)

DELIVERABLES: Phasing: The Consultant is expected to produce a set of deliverables for sign-off by the client at each phase of the project. In general, phases are understood to be Programming, Schematic Design, Design Development, Contract Documents, Bidding Assistance and Construction Administration.

It is understood that the design phases include generation of a reasonable number of alternatives (assume three minimum), including alternate designs for building systems, and that the consultant is responsible for guiding discussion of the various options with the client to achieve an optimal design. A Statement of Probable Cost should be provided at select phases as determined by the Project Manager.

Record Drawings: Record Drawings are considered a Basic Service and should be included in the Fee Proposal. They should be completed within 20 working days of receipt of markups.

Printing: The Consultant is expected to do bulk printing through the County's contract with Peninsula Digital Imaging at 599 Fairchild Drive, Mountain View, CA 94043. phone (650) 967-1966, to the web site www.peninsuladigital.com. We are working on a procedure that will facilitate charges against projects directly with PM pre-approval. Bulk printing includes progress check sets, bidding documents, and contract documents. Costs of printing in-house coordination and check sets shall be born by the Consultant as part of the Basic Services and shall be included in the Fee Proposal as a Basic Service, i.e., the overhead portion of the hourly rates in the Fee Schedule.

QUALITY ASSURANCE: Knowledge of Field Conditions: SCVHHS will provide as-built drawings to consultants when available. The consultant is expected to verify existing conditions when critical to the design, including dimensions, the ability of the mechanical and electrical systems to support the design, and to determine, with Facilities staff, specific points of connection for utilities.

Knowledge of Codes: The consultant is expected to be fully knowledgeable of all applicable codes.

Agency (OSHPD) Plan Check Submittals: We expect the consultants to work diligently to meet OSHPD requirements. For plan review, SCVHHS will pay for the initial submittal and one backcheck. The cost of a subsequent backcheck is the responsibility of the consulting firm. This applies to other governmental agency plan checks.

Incorporation of Facilities Standards: In consideration of wear and tear, fire and life safety, cost of replacement and compatibility with existing building systems, HHS is developing facility standards. As the standards will continue to evolve, the consultant should request updated standards for each project. Standards now in effect include the SCVHHS CAD standards with the Room Numbering System, Drawing File Naming Convention, Layering Standards being significant aspects of them, Signage Standards, specific finishes and Mechanical/Plumbing/Electrical requirements. Room number guidelines are available from the Project Manager and it is the responsibility of the consultant to implement these standards in developing the room numbers for each project including polylining the space of the project.

Coordination: Consultant is expected to deliver a fully coordinated set of bidding documents, internally consistent and with the full expectation that the design produced can be built. Where A/E team members are contracted directly with SCVHHS, the lead consultant, usually the Architect is responsible for contract document coordination.

SOFTWARE: CAD Standards: AutoCAD is the standard design software for SCVHHS, using the standard AIA layering guidelines for document organization. The minimum version in which facility drawings will be accepted is ACAD 2000. Drawings converted from other CAD packages may be accepted if prior approval is received from the Project Manager and they adhere to the SCVHHS CAD standards.

Buzzsaw Information Management System: SCVHHS utilizes web-based information management system, AutoDesk's Buzzsaw, on select projects. This software tool assists in project team communications and document control. Consultants and sub-consultants should presume use of the Buzzsaw system during design and construction unless otherwise instructed.

BASIC SERVICES

Attachment A-1

1. Investigation of field conditions
2. Developing familiarity with SCVHHS as-built drawings and program objectives
3. Programming
4. Project Schedule
5. Schematic/Design Development Drawings and Outline Specifications
6. Contract Documents
7. Preparation of Alternate Bid Items when necessary to bring project within budget.
8. Value Engineering throughout project
9. Participation during Bidding, including preparing Addenda and attendance at a Pre-Bid Meeting
10. Construction Administration, including but not limited to attendance at a Pre-Construction meeting, periodic job site meetings, number to be specified in the Proposal; responding to RFIs, review of Change Orders, interfacing with State and local agencies, preparing Instruction Bulletins. In addition, on OSHPD projects, prime consultant is expected to assume all responsibilities assigned by the State to an Architect or Engineer of Record.
11. Preparation of Record Drawings from contractor's as-builts, to include drawings and specifications on CD within 20 working days from receiving markups from PM.
12. Cost Estimates, number and timing as agreed upon with the Project Manager. It is likely that the standard will be projects between \$25K and \$100K shall include at least one Statement of Probable Cost. Projects above \$100K shall include one statement of probable cost for every design phase of the project.
13. Assistance in enforcing the requirements of the Contract Documents, for example, the acquisition of O&M Manuals and other items required by the General Conditions as well as the Technical Specifications.
14. Utilization of the County's web-based Information Management software system, Buzzsaw. Access to Buzzsaw is provided by SCVHHS.

SUPPLEMENTAL SERVICES

1. Detailed Renderings, Models, or other large scale graphic presentation materials
2. Attendance at Public Meetings
3. Participation in specified review processes such as CEQA, which are normally outside the realm of contract documents.
4. Traffic Studies.

REIMBURSABLES

It is the intent of SCVHHS to limit the type and number of reimbursable expenses paid to consultants outside of the basic contract. Postage, courier costs if pre approved by the PM, telephone, fax, copying, and in-house printing and plotting shall be viewed as basic services and should be accommodated within the fee proposal, i.e., part of the OH portion of the hourly rate in the fee schedule.

Recognized reimbursable expenses are:

1. Out of town travel and subsistence in connection with the project only if travel is more than two hundred fifty miles round trip from your main office, i.e., outside of the Greater Bay Area including Sacramento.
2. Fees paid to authorities for securing approval documents, permits, etc.

URS CORPORATION
SAN JOSE OPERATIONS
FY 2005 SCHEDULE OF FEES AND CHARGES

The following describes the basis for compensation for services performed during the year 2005. This Schedule of Fees and Charges will be adjusted annually on January 1st to reflect merit and economic salary increases, and changes in the expected level and mode of operations for the New Year. The new Schedule of Fees and Charges will apply to existing and new assignments.

PERSONNEL CHARGES

The charge for all time required in the performance of the Scope of Services, including office, field and travel time, will be at the Unit Price Hourly Rates set forth below for the labor classifications indicated.

<u>Labor Classification</u>	<u>Hourly Rates</u>
Clerk*	\$65
Technical Typist/Word Processor*	75
Drafter/Illustrator/Editor*	95
Senior Drafter/Illustrator*	105
Technician*	87
Senior Technician/Lab/Field Supervisor*	110
Assistant Staff Professional	94
Staff Professional	115
Senior Staff Professional	128
Assistant Project Professional	144
Project Professional	160
Senior Project Professional	175
Consulting Professional	185
Senior Consulting Professional	195
Principal/Senior Principal Professional	240

Charges for contract personnel under URS supervision and using URS facilities will be made according to the hourly rate corresponding to their classification. When staff are performing fieldwork on projects, a minimum daily charge of 4 hours will apply.

When URS staff appear as expert witnesses at court trials, arbitration hearings and depositions, their time will be charged at \$300 per hour.

Overtime (hours worked in excess of eight (8) hours per day) by exempt personnel will be charged at the above straight hourly rate. Overtime by non-exempt personnel (classifications identified by an asterisk "*") will be charged at 1.5 times the above hourly rates.

Special project accounting reporting and financial services, including submission of invoice supporting documentation, will be charged at the rate of a clerk.

URS LABORATORY SERVICES

The charges for laboratory testing performed at URS facilities set forth in the Schedule of URS Laboratory Testing Charges.

OTHER PROJECT CHARGES

Subcontracts and other Non-Salary Expenses

The cost of services subcontracted by URS to others and other outside costs incurred by URS that are directly identifiable to the project will be charged at cost plus 10%.

Communications

The cost of communications including office telephone (excluding cellular telephones), telex, facsimile, postage, and incidental copying costs will be charged at a flat rate of 3% of total gross labor charges.

Computers

The charge for use of in-house computers for spreadsheets, word processing and other similar functions is \$7.00 per hour. The charge for use of Computer-Aided Design and Drafting (CADD), graphics generation, modeling applications and similar technical computing is \$25.00 per hour. The charge for use of the Geographic Information Systems (GIS) is \$35.00 per hour.

In addition to the above, there will be a charge of \$5.00 each for paper plots and \$15.00 each for Mylar plots generated by the CADD and GIS systems.

Document Reproduction

In-house reproduction will be charged a \$0.10 per page for black and white, and \$1.50 per page for color.

Specialized Equipment

The use of specialized equipment will be the fixed rental rates set forth in the schedule of URS Specialized Equipment Charges.

Vehicles and Mileage

The mileage charges for personal vehicles used on project assignments will be the then current mileage rate established by the Internal Revenue Service for tax purposes, which is currently \$0.405 per mile.

URS owned vehicles used on project assignments will be charged at \$70 per day, with a minimum charge of one-half day.

This Fee Schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract.

INSURANCE REQUIREMENTS FOR
ARCHITECTS & ENGINEERS SERVICES CONTRACTS

Indemnity

A. As respects professional liability:

The Consultant shall indemnify, defend and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement due to the willful or negligent acts, errors or omissions of Consultant and/or its agents, employees or subconsultants, excepting only to the extent loss, injury or damage caused solely by the willful or negligent acts or omissions of personnel employed by the County. The Consultant shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Consultant is obligated to indemnify, defend and hold harmless the County under this Agreement.

B. As respects other liability:

The Consultant shall indemnify, defend, and hold harmless the County, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Consultant and/or its agents, employees, or subconsultants, excepting to the extent loss, injury or damage caused solely by the acts or omissions of personnel employed by the County. The Consultant shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Consultant is obligated to indemnify, defend and hold harmless the County under this Agreement.

Insurance

Without limiting the Consultant's indemnification of the County, the Consultant shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Consultant shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Consultant upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Consultant shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been

EXHIBIT B3-A (revised)

approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Consultant.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Personal Injury - \$1,000,000

2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Personal Injury liability
 - c. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

EXHIBIT B3-A (revised)

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the Consultant shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Consultant or any of its agents or subconsultants will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage shall include contractual liability coverage.
- d. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

EXHIBIT B3-A (revised)

proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.