

County of Santa Clara - Amendment to Service Agreement

This is an amendment to an existing agreement that has not expired

P.O. No.: 4400001929 Amendment No.: 3 Effective Date: _____
(Procurement Dept. Use Only)

Maximum Financial Obligation: \$ 126,000.00 New Contract Amount: \$ 191,000.00 incl reimbursables
Prior to this Amendment If dollar amount is changing

Changes to the contract amount must be explained on page 2

For County Use Only - SAP						
	Account Assignment	General Ledger	Cost Center	Amount	WBS	Internal Order
	0921	5259000	6809			
	<small>Hit for</small>	<small>Expense Code</small>	<small>Dept. Code</small>		<small>Capital Project Code</small>	<small>PCA Code - Optional</small>

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: URS Corporation Americas	Agency/Dept.: SCVHHS Facilities
Contact Person: Paul Boddie	Contract Monitor: Sara Leon
Address: 55 Market Street, Suite 1500	Address: 751 S. Bascom Ave
City/State/Zip: San Jose, Ca 95113	City/State/Zip: San Jose, Ca 95128
Telephone: 408-297-9585 Fax: 408-297-6962	Telephone: 885-4400 Fax: 885-4414
SCC Vendor No. (SAP): 1010776	Fiscal Contact: Jim Brenner

SIGNATURES

Amendment is not valid until signed by Contractor and Procurement Department on behalf of the County. Signatures of the County Counsel and Office of the County Executive are required for contracts executed by a delegation of authority

Contractor:	Date: Feb. 9, 2007
Procurement:	Date:
Agency/Dept. Manager:	Date: 2/9/07
Agency/Department Fiscal Officer:	Date: 3/1/07
County Counsel:	Date: 2/12/07
Office of the County Executive:	Date: 3/19/07

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REASON (S) FOR AMENDING THE SERVICE AGREEMENT

Reasons for amending a Service Agreement include changing the expiration date, scope of services, maximum contract amount, or other terms and conditions of the contract. If necessary, attach additional documentation to this amendment.

Amend term of agreement: Contract was set to terminate on: 6/30/07
Contract will now terminate on: no change

Reason: _____

Amend scope of service Attach amended scope of service or explain below
Reason: _____

See Attachment _____ attached hereto and incorporated herein by this reference

A new Agreement should be created if the scope of service is significantly modified or expanded.

Please give the reason for an increase in price, where there is no change in scope of service or term date:
To accommodate the requirements of the Seismic Compliance & Modernization Projects (SCMP) program for a qualified geotechnical consulting firm to provide geotechnical engineering services during design and construction of the Services Building Replacement (SBR) project on the SCVHHS Campus. Scope of work for SBR not defined at time of previous renewal

Amend amount of agreement as follows:

A.	Maximum Financial Obligation: (Same as on page 1)	\$126,000.00
B.	Requested amount to be amended:	\$ 65,000.00
C.	Revised maximum contract amount: (A + B will equal C)	\$191,000.00

CONTRACT HISTORY

If agreement covers services that occur in more than one fiscal year, enter information below.

Total financial obligation from prior fiscal year(s) \$ 27,000.00 FY'06
Financial obligation in current fiscal year \$ 651.00 FY'07 has of 12/19/06

Other (Explain other changes here or attach a memo)

Insurance

Insurance does not require changes
 Insurance Exhibit is replaced by Exhibit B3-A due to this amendment (rev 1/2007)

INSURANCE REQUIREMENTS FOR
ARCHITECTS, LANDSCAPE ARCHITECTS, ENGINEERS & SURVEY SERVICES
CONTRACTS

Indemnity

To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782.8), 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 (collectively, "Litigation") arising out of, or in connection with, performance of this Agreement due to the negligence, recklessness, or willful misconduct of Consultant and/or its agents, employees or sub-consultants, excepting only to the extent such loss, injury or damage is caused by the negligence, recklessness or willful misconduct 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 Contractor's indemnification of the County, the Contractor 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 Contractor 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 Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor 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 approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

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.

EXHIBIT B3-A (revised)

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.”

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 contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

EXHIBIT B3-A (revised)

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 Contractor or any of its agents or subcontractors 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.

7. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

EXHIBIT B3-A (revised)

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.