FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND TRC ENGINEERS, INC. FOR PROFESSIONAL CONSULTING SERVICES FOR REPLACEMENT OF ALAMITOS CREEK BRIDGE ON ALAMITOS ROAD (BRIDGE NO. 37C0159)

WHEREAS, pursuant to the provisions of the Agreement ("AGREEMENT") effective January 27, 2009 by and between the Country of Santa Clara ("COUNTY") and TRC Engineers, Inc. ("CONSULTANT") to provide Professional Consultant Services the Replacement of Alamitos Creek Bridge on Alamitos Road, Bridge No. 37C0159, a First Amendment to the AGREEMENT is now necessary:

NOW, THEREFORE, THE COUNTY AND THE CONSULTANT agrees as follows:

1. SECTION V, PARAGRAPH A of the AGREEMENT shall be deleted in its entirety and a new SECTION V, PARAGRAPH A shall be added to read:

   A. This Agreement sets a maximum compensation limit not-to-exceed the sum of SEVEN HUNDRED THOUSAND DOLLARS ONLY ($700,000.00). The maximum compensation limit for SERVICES described in a Task Order will be negotiated and set forth in the Task Order. The total cost of all Task Orders issued pursuant to this Agreement shall not exceed the maximum compensation limit specified herein.

2. SECTION VI, PARAGRAPH A of the AGREEMENT shall be deleted in its entirety and a new SECTION VI, PARAGRAPH A shall be added to read:

   A. The term of this Agreement commences upon execution of this Agreement by the COUNTY and shall expire on December 31, 2014 unless terminated earlier in accordance with Article XI – Termination of Agreement in this Agreement. This Agreement is limited to Task Orders that will commence prior to, but not necessarily be completed by the expiration date of this Agreement. The CONSULTANT may commence work only after a fully executed Task Order is issued by the DEPARTMENT'S Project Manager and must complete its work by the expiration date set forth in the Task Order.

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3. SECTION XX OF THE AGREEMENT shall be deleted in its entirety and a new SECTION XX, COMPLIANCE WITH ALL LAWS shall be added to read:

A. CONSULTANT must comply with all Federal, State, and Local laws, regulations, and ordinances applicable to this Agreement.

B. BEVERAGE NUTRITIONAL CRITERIA
CONSULTANT shall not use COUNTY funds to purchase beverages that do not meet the County’s nutritional beverage criteria. The six categories of nutritional beverages that meet these criteria are (1) water with no additives; (2) 100% fruit juices with no added sugars, artificial flavors or colors (limited to a maximum of 10 ounces per container); (3) dairy milk, non-fat, 1% and 2% only, no flavored milks; (4) plant derived (i.e., rice, almond, soy, etc.) milks (no flavored milks); (5) artificially-sweetened, calorie-reduced beverages that do not exceed 50 calories per 12-ounce container (teas, electrolyte replacements); and (6) other non-caloric beverages, such as coffee, tea, and diet sodas. These criteria may be waived in the event of an emergency or in light of medical necessity.

C. COUNTY NO-SMOKING POLICY

CONSULTANT and its employees, agents and subcontractors, shall comply with the County’s No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

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First Amendment to Agreement
Federal Project No. STPLZ-5937 (058)
4. ATTACHMENT A—SCOPE OF WORK shall be amended to add the added scope of services identified in Attachment “1”, which is attached hereto and incorporated herein.

Except as modified by the foregoing, all other terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the COUNTY and the CONSULTANT have caused their names to be subscribed hereto by their duly authorized representative on ____________.

COUNTY OF SANTA CLARA

By: ___________________________ Date: ________________
George Shirakawa
President, Board of Supervisors

CONSULTANT

By: ___________________________ Date: ________________
Mark Imbriani
Project Manager

ATTEST:

By: ___________________________ Date: ________________
Lynn Regadanz
Interim Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

By: ___________________________ Date: ________________
Elizabeth G. Pianca
Deputy County Counsel

Attachments to this First Amendment—
1—Added Scope of Services

First Amendment to Agreement
Federal Project No. STPLZ-5937 (058)