

**FIRST AMENDMENT TO AGREEMENT  
BETWEEN OWNER AND URS CORPORATION**

**WHEREAS**, on or about August 23, 2011 , URS Corporation (“Contractor”), and the Board of County Commissioners of Sumter County, Florida, a subdivision of the State of Florida (the “Board”), entered into an Agreement (the “Agreement”), in which the Professional Services Consultant agreed to provide On-Call Project Management Services for the benefit of Sumter County, and;

**WHEREAS**, the parties wish to amend the Agreement to more accurately memorialize the intentions of the parties with regard to maintaining the original scope of services of the Agreement.

**THEREFORE**, the parties hereto, being fully advised of the terms herein, and having been advised by legal counsel and do agree to amend the Agreement by this writing (the “Amendment”) and state the following:

That the “WHEREAS” recitals above are hereby acknowledged as true and accurate and are incorporated as if stated herein.

A) The following Agreement provision shall be modified to read as :

Contract Provision Number 1 - The relationship of the Contractor to the Board will be that of a professional contractor and the Contractor will provide the professional and technical services required under this agreement in accordance with industry accepted professional practices and ethical standards applicable to Contractor’s profession, and Contractor will endeavor to provide to the Board prompt and efficient consulting services to the best of its ability.

Contract Provision Number 7.e -- Contractor shall, at all times, carry Professional Liability, General Liability, Automobile and Worker’s Compensation Insurance pursuant to the insurance requirements in RFP #009-0-2011/AT naming Board as an additional insured in each such policy except for Professional Liability and Worker’s Compensation.

Contract Provision Number 9 -- Contractor does hereby specifically promise and agree to "hold harmless", defend and indemnify the Board and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person to the extent caused by Contractor’s negligent performance of services under this Agreement, including

payment of all reasonable attorney's fees, costs and expenses associated with the same.

Contract Provision Number 17 – In performing services hereunder, Contractor shall, subject to industry accepted standards of care, comply with all federal, state and local laws and regulations. Contractor shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Contractor shall be responsible for obtaining, subject to industry accepted standards of care and at its sole cost and expense, all necessary licenses and other governmental approvals required in order for Contractor to provide the type of services required hereunder.

B) The original scope of services shall be modified to included the following task;

**Planning and Programming Services** – base on adopted SCBOCC space standards

- 1) Assist Sumter County in preparing facilities master plan.
- 2) Verify the county's list of buildings functions and spaces.
- 3) Verify the county's list of equipment and furnishings.
- 4) Identify the county's requirements for growth projections.
- 5) Assist Sumter County in establishing and maintaining buildings inventory
- 6) Assist Sumter County in site analysis to provide for growth

Any provisions of the original Agreement not replaced or contradicted by this Amendment remain in full force and effect. In the event of any conflict between the terms of this Amendment and the original Agreement, the terms of this Amendment shall prevail.

Dated this 13th day of September, 2011.

URS CORPORATION

SUMTER COUNTY

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Steve Noppinger  
Vice President

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Honorable Don Burgess  
Chairman, Board of County Commissioners