

AMENDMENT NO. 1

TO

AGREEMENT BETWEEN

CITY AND COUNTY OF SAN FRANCISCO

MUNICIPAL TRANSPORTATION AGENCY

AND

AON RISK INSURANCE SERVICES WEST, INC.

FOR

**INSURANCE BROKERAGE SERVICES for an OWNER'S CONTROLLED
INSURANCE PROGRAM ("OCIP") to provide EXCESS LIABILITY INSURANCE**

for the

CENTRAL SUBWAY SEGMENT

(CONTRACT CS-163-1)

**CITY AND COUNTY OF SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

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MUNICIPAL TRANSPORTATION AGENCY
AND
AON RISK INSURANCE SERVICES WEST, INC.
FOR
INSURANCE BROKERAGE SERVICES FOR AN OWNER'S CONTROLLED INSURANCE PROGRAM
("OCIP") TO
PROVIDE EXCESS LIABILITY INSURANCE FOR THE CENTRAL SUBWAY PROJECT**

This Amendment No. 1 is made this 3rd day of August, 2012, in the City and County of San Francisco, State of California, by and between: Aon Risk Insurance Services West, Inc. ("Broker"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Municipal Transportation Agency ("SFMTA")

RECITALS

- A. On February 7, 2012, the SFMTAB adopted Resolution No. 12-017, which authorized the Director of Transportation to execute Contract No. CS-136-1 between City and Broker for Insurance Brokerage Services for an Owner's Controlled Insurance Program ("OCIP") to provide Excess Liability Insurance for the Central Subway Project ("Agreement"), in an amount not to exceed \$9,808,750.
- B. The parties wish to amend the Agreement to allow payment of services to more than one division of the Aon organization.

Now, THEREFORE, the parties agree as follows:

1. Section 7 Payment; Invoice Format is amended to read as follows:

7. Payment; Invoice Format.

7.1. Invoices furnished by Broker under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City to Broker shall be subject to audit by City. Payment shall be made by City to Broker at the address specified in Section 25 ("Notices to the Parties and City Liaison)."

7.2. Invoices furnished by the Broker under this Agreement must identify the division of Aon to which the City is to make payment. If an invoice does not specify another division of Aon, the City shall make payment to:

Aon Risk Insurance Services West, Inc. (default)
City Vendor Number 31438.

Payment will be made to:

Aon Bermuda LTD
City Vendor Number 86470

when that payee is designated on the invoice.

7.3 Payment by the City to any division of Aon designated in an Aon invoice shall satisfy the City's payment obligation for the services and insurance billed under that invoice. Designation of any division of Aon as the payee for an invoice shall not relieve Aon, as a party to this Agreement, of its obligations and duties under this Agreement.

2. **There is no additional cost or time necessitated from this Amendment.**
3. **Remaining terms and conditions of the Agreement remain the same.**

IN WITNESS WHEREOF, each party has duly executed this First Amendment to the Agreement as of the date first referenced above.

CITY


Municipal Transportation Agency

for 
Edward D. Reiskin
Director of Transportation

BROKER


Regina M. Carter
Managing Director
Aon Risk Insurance Services West, Inc.
199 Fremont Street, 17th Floor
San Francisco, CA 94105

Approved as to Form:
Dennis J. Herrera
City Attorney

By: 
Robert K. Stone
Deputy City Attorney