

A/E AGREEMENT
for
Architect/Engineer Consultant Services

This AGREEMENT is between the City of Corpus Christi, Texas, a Texas home-rule municipal corporation, "CITY", acting through its duly authorized City Manager or designee ("City Engineer"), and **URS CORPORATION**, a Nevada corporation, acting through its duly authorized representative who is **Jeff Edmonds, P.E., Branch Manager** (CONSULTANT), which agree as follows:

1. **DECLARATIONS.** "CITY" desires to engage "CONSULTANT" to provide services in connection with City's project, described as follows: **Water Program Management (Project No. E11069)** (PROJECT).

2. **SCOPE OF WORK.** "CONSULTANT" shall provide services for the "PROJECT" in accordance with the accompanying Letter, Scope of Services, and Fee attached as "Exhibit A".

3. **FEE.** The "CITY" agrees to pay the "CONSULTANT" for services provided in accordance with Exhibit "A", Scope of Services, and Fee under this AGREEMENT, a fee not to exceed **\$300,000.00 (Three Hundred Thousand Dollars and Zero Cents)**.

4. **INDEMNIFICATION AND HOLD HARMLESS.** The "CONSULTANT" agrees to indemnify, save harmless and defend the "CITY", and its agents, servants, and employees as more fully set forth in "Exhibit B-1".

5. The Term of this Agreement begins on the day it is signed by the City. The City, by and through its City Manager or designee, may extend the Agreement at each calendar year by one year upon agreement of both parties. Payment terms are net 30 days.

CITY OF CORPUS CHRISTI

URS CORPORATION

Oscar R. Martinez (Date)
Assistant City Manager

D. Warth 8.9.12

Dan Warth, (Date)
Vice President

711 North Carancahua, Suite 1620
Corpus Christi, TX 78475
(361) 884-7140 Office
(361) 888-4469 Fax

RECOMMENDED

D. Biles 8/10/12

Daniel Biles, P.E. (Date)
Director of Engineering Services

J. Edmonds 8/10/12

Jeff Edmonds, P.E. (Date)
Branch Manager

[Signature] 8, 10, 12

Operating Department (Date)

Office of Mgmt and Budget (Date)

Project Number: E11069
Funding Source: 550950-4088-00000-E11069
Encumbrance Number: E11069AUR



May 29, 2012

Mr. Bill Green, PE
City of Corpus Christi
Engineering Services
P.O. Box 9277
Corpus Christi, Texas 78401

Subject: Water Program Management Services E10144

Dear Mr. Green:

BACKGROUND: The City is undertaking a number of current and future potable water projects to enhance system reliability and capacity. There is a desire to improve planning, prioritization and integration of water capital improvements projects. The City published the 2011-05 Professional Services Solicitation in November of 2011. That solicitation included Project No. E11069, Water Program Management Services. URS submitted a statement of qualifications to provide those services on December 22, 2011. We were notified of our selection as the most qualified firm for Project No. E11069 on April 11, 2012. This transmittal represents URS' proposal for Program Management Services under the 2011-05 solicitation.

SCOPE OF WORK: URS proposes to provide a wide range of Program Management and consulting services related to the potable water capital improvements program. These services can be described as functioning as an extension of the City of Corpus Christi staff to enhance alignment and control of project delivery within the Water Capital Improvements Program. This section will discuss the types of services that URS proposes to provide. Work will be provided as directed by the City of Corpus Christi project manager as described in written Work Authorizations. URS will not engage in work without the prior authorization of the City of Corpus Christi. Compensation will be as described under "Fees" on page 3 of 4.

Develop Program Management Plan (PMP): An important early step in the process is to develop a Program Management Plan. This document will not only set the internal URS framework for operating the program, it will establish standards for use by any service provider working under the water program. Some key issues to be addressed in the PMP are information flow, decision management and an issue escalation plan.

Program Management: URS will provide management services to help ensure that overarching objectives of the Water Capital Improvements Program are achieved. These services will be provided by an experienced program manager and other support staff on an as-needed basis. The types of activities under general program management include coordination of

information flow, schedule tracking, expediting decisions, budget monitoring and providing enhanced programmatic controls.

Coordination: URS will conduct project management meetings to ensure that proper coordination occurs between city departments, individual design efforts and other program stakeholders. Regular meetings will be scheduled and attended by the URS' PM who shall coordinate information flow between project stakeholders. The URS PM will also be available to conduct or attend executive briefings as required.

Standardization of Design Contracting: Significant benefits could be realized by implementing standard procedures. Standard procedures can help expedite reviews, avoid duplicated effort and enhance final project outcomes. The PMP will include the development of standardized scopes of work, design procedures, uniform deliverable contents, quality expectations and contract documents.

Master Scheduling: URS will maintain a master program schedule to track the progress of individual projects as well as cross-project dependencies. Master scheduling will help keep projects on schedule and improve the coordination between project teams, with outside entities and regulatory agencies.

Programming Documents: URS will assist the City to develop strategic programming documents that will be used for high level planning. These documents will assist with project formulation, prioritization, sequencing, budgeting.

Independent Peer Review: URS will provide technical peer reviews of design documents at key project milestones. To avoid conflicts of interest, URS will not be called upon to provide actual design services under this contract. We will reach out periodically to subject matter experts within URS to review the work of design consultants and provide comments and suggestions for improving project outcomes.

Cost Estimating: URS can provide budgetary cost estimates for programming purposes as well providing peer review of engineer's estimates that are completed by the design consultants.

Technical Consultation: URS will provide technical consultation on an as-needed basis by recognized subject matter experts. When tasked with providing expert technical consultation, the URS PM will determine the

appropriate type of expertise required and screen candidates within URS to identify the best individual for each technical consultation. The deliverables for technical consultations will typically be letter reports.

Value Engineering Studies: URS will work with the City's Project Manager to identify individual projects for complete VE studies. At the appropriate design milestone (typically 35%), a URS facilitator will then lead a team of independent professionals through a five-step process following the SAVE International methodology for producing project improvements. Project stakeholders will select the alternatives or recommendations likely to have the greatest potential for project improvements. These alternatives are then incorporated into the program and managed through implementation.

Procurement Strategy Development: Recent legislation has broadened local governments' ability to utilize alternative project procurement strategies beyond the traditional design, bid, build approach. URS will assist the project stakeholders with the evaluation of available procurement strategies and the recommendation of strategies best suited to individual projects.

WORK AUTHORIZATIONS: URS agrees to undertake and perform certain consulting and professional engineering services ("Services") in accordance with the terms and conditions contained herein, as may be requested by Client from time to time. URS will provide written estimates for blocks of work and not proceed until written authorization from the City is received. URS will immediately notify the City when nearing the budget ceiling on any work authorization and will not exceed the ceiling without prior written authorization.

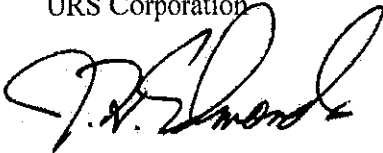
The Services to be performed, URS's compensation, and the schedule for performance for each task shall be described in one or more authorizations issued to URS by the City of Corpus Christi in the form of Work Authorization. A Work Authorization shall be valid and binding upon the Parties only if accepted in writing by the City and URS. Each duly executed Work Authorization shall be subject to the terms and conditions of this Agreement, except to the extent expressly modified by the Work Authorization.

FEES: URS will perform services under this contract based on the method stipulated in the Work Authorization. Work Authorizations will establish either a Time and Material or Lump Sum fee basis. The initial rate schedule is attached. Since this is proposed to be a multi-year effort, the labor rates will be escalated at the start of each calendar year at the consumer price index for the previous year as published by the U.S. Bureau of Labor Statistics. Other subcontract and other direct costs will be reimbursed at cost plus 10%.

SCHEDULE: Schedules will be established for deliverables as they are defined in each Work Authorization. It is anticipated that some aspects of URS' work will take the form of period costs for normal weekly operating activities. Other activities will be discrete deliverables with a defined due date such as a peer review report or value engineering study. Schedules will be negotiated individually for discrete deliverables.

Should you wish to discuss this matter further, please do not hesitate to contact me at 361-884-7140.

Sincerely,
URS Corporation



Jeff Edmonds, P.E.
Branch Manager

Attachments:

- Rate Schedule
- Sample Work Authorization T&M
- Sample Work Authorization Lump Sum
- Pre-negotiated Indemnity Language

EXHIBIT "B"
MANDATORY INSURANCE REQUIREMENTS & INDEMNIFICATION
FOR A/E PROFESSIONAL SERVICES/CONSULTANT SERVICES
 (Revised October 2010) – (Negotiated revision approved by the City and URS Corporation, July 2012)

- A. Consultant must not commence work under this agreement until all insurance required herein has been obtained and such insurance has been approved by the City. The Consultant must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained.
- B. Consultant must furnish to the City's Risk Manager, two (2) copies of Certificates of Insurance, showing the following minimum coverages by insurance company(s) acceptable to the City's Risk Manager. The City must be named as an additional insured for all liability policies except for Worker' Compensation and Professional Liability Insurance and a blanket waiver of subrogation is required on all applicable policies.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day Written Notice of Cancellation, non-renewal or material change required on all certificates	Bodily Injury & Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Broad Form 2. Premises - Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors	\$1,000,000 COMBINED SINGLE LIMIT
AUTOMOBILE LIABILITY to included 1. Owned vehicles 2.. Hired – Non-owned vehicles	\$1,000,000 COMBINED SINGLE LIMIT
PROFESSIONAL LIABILITY including: Coverage provided shall cover all employees, officers, directors and agents 1. Errors and Omissions	\$1,000,000 per claim / \$2,000,000 aggregate (Defense costs not included in face value of the policy) If claims made policy, retro date must be prior to inception of agreement; have extended reporting period provisions and identify any limitations regarding who is an Insured
WORKERS' COMPENSATION	Which Complies with the Texas Workers Compensation Act
EMPLOYERS' LIABILITY	500,000/500,000/500,000

- C. In the event of accidents of any kind, Consultant must furnish the Risk Manager with copies of all reports within (10) ten days of accident.
- D. Consultant must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met.
- E. Consultant's financial integrity is of interest to the City; therefore, subject to Successful Consultant's right to maintain reasonable deductibles in such amounts as are approved by the City, Consultant shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Consultant's sole expense, insurance coverage written ~~on an occurrence basis~~, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A-VII.
- F. The City shall be entitled, upon request and without expense, to receive a certificate of insurance ~~copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies)~~. Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Management
P.O. Box 9277
Corpus Christi, TX 78469-9277
Fax: (361) 826-4555

- G. Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:
- i. Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
 - ii. Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - iii. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and

- iv. Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- H. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Successful Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- I. In addition to any other remedies the City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.
- J. Nothing herein contained shall be construed as limiting in any way the extent to which Successful Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under this agreement.
- K. It is agreed that Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- L. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

INDEMNIFICATION AND HOLD HARMLESS

URS Specific Language negotiated with the City of Corpus Christi, Exhibit B-1

URS SPECIFIC INDEMNIFICATION LANGUAGE

The following language was previously negotiated for use on URS-City of Corpus Christi professional service agreements:

INDEMNIFICATION AND HOLD HARMLESS

To the extent permitted by law, Consultant agrees to indemnify, save harmless and defend the City of Corpus Christi, and its officers, agents, servants and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court cost and reasonable attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, to the extent caused by Consultant's negligent performance of services covered by this contract. The foregoing indemnity shall apply except to the extent such injury, death or damage is caused by the sole or concurrent negligence of the City of Corpus Christi, its officers, agents, servants, or employees, or any other person indemnified hereunder.



City of
Corpus
Christi

SUPPLIER NUMBER
TO BE ASSIGNED BY CITY
PURCHASING DIVISION

CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See reverse side for Filing Requirements, Certifications and definitions.

COMPANY NAME: URS Corporation

P. O. BOX: _____

STREET ADDRESS: 711 N. Carancahua, Suite 1620 CITY: Corpus Christi ZIP: 78475

FIRM IS: 1. Corporation 2. Partnership 3. Sole Owner
4. Association 5. Other

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Job Title and City Department (if known)
N/A	
_____	_____
_____	_____
_____	_____

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Title
N/A	
_____	_____
_____	_____
_____	_____

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Board, Commission or Committee
N/A	
_____	_____
_____	_____
_____	_____

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Consultant
N/A	
_____	_____
_____	_____
_____	_____

FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)]

CERTIFICATION

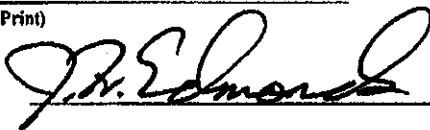
I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: Jeff Edmonds, P. E.

(Type or Print)

Title: Branch Manager

Signature of Certifying Person:



Date:

4/25/12

DEFINITIONS

- a. "Board member." A member of any board, commission, or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the City of Corpus Christi, Texas either on a full or part-time basis, but not as an independent contractor.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements."
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.

SAMPLE

Water Program Management
 Project No. E11069
 Invoice No. 12345
 Invoice Date:

	Contract	Amd No. 1	Amd No. 2	Total Contract	Amount Invoiced	Previous Invoice	Total Invoice	Percent Complete
Basic Services:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Preliminary Phase	0	0	0	0	-	0	0	n/a
Design Phase	0	0	0	0	0	0	0	n/a
Bid Phase	0	0	0	0	0	0	0	n/a
Report Phase	0	0	0	0	0	0	0	n/a
Construction Phase	0	0	0	0	0	0	0	n/a
Program Management	300,000	0	0	300,000	150,000	0	150,000	50%
Subtotal Basic Services	\$300,000	\$0	\$0	\$300,000	\$0	\$0	\$150,000	50%
Additional Services:								
Permitting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Warranty Phase	0	0	0	0	0	0	0	n/a
Inspection	0	0	0	0	0	0	0	n/a
Platting Survey	0	0	0	0	0	0	0	n/a
Reporting	0	0	0	0	0	0	0	n/a
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
Subtotal Additional Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
Summary of Fees								
Basic Services Fees	\$300,000	\$0	\$0	\$300,000	\$0	\$0	\$150,000	50%
Additional Services Fees	0	0	0	0	0	0	0	0%
Total of Fees	\$300,000	\$0	\$0	\$300,000	\$0	\$0	\$150,000	50%

**Schedule of Hourly Rates for Project E10144:
Water Program Management Services**



Labor Category	2012 Hourly Rate
Corporate Principal	191
Program Manager	174
Sr. Engineer/Sr. Scientist/Chief Estimator	161
Engineer/Scientist/Constructability Reviewer	139
Staff Engineer (PE)/Scientist/Scheduler	116
Sr. Cost Estimator/Jr. Engineer (PE)	110
Project Financial Administrator	90
Sr. CADD Designer/GIS Specialist/EIT	89
CADD Technician/Scheduler Assistant	81
Junior Estimator	72
Admin. Assistant/Writer	60

Note: Engineer Classifications include civil, structural, coastal, geotechnical, electrical, mechanical, and environmental disciplines.

Charges for equipment, services, and supplies not furnished directly by URS Corporation and any items of expense not customarily incurred in our normal operations, are computed as follows:

Notes:

1. Cost plus 10 percent for other shipping charges, professional services, subsistence, transportation, printing, and reproduction, miscellaneous supplies, and rentals.
2. Cost plus 10 percent for surveying services, land drilling equipment, construction equipment, testing laboratories, and contract labor.
3. Cost plus 10 percent for vehicle, aircraft, watercraft, helicopter, and marine drilling equipment and operation.
4. Mileage, per diem, and lodging will be reimbursed at cost plus 10%.
5. Labor rates for subcontractors will be charged consistent with URS' proposed labor rates and will be invoiced at cost plus 10%.
6. A new rate table will go into effect at the beginning of each calendar year. The rates will be accelerated based on the CPI for the previous calendar year.