

**SECOND AMENDMENT TO  
MASTER AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN  
THE CITY OF SAN JOSÉ  
AND  
URS CORPORATION AMERICAS  
FOR  
ENVIRONMENTAL SERVICES  
FOR VARIOUS CITY PROJECTS**

This SECOND AMENDMENT TO AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2012, by and between the CITY OF SAN JOSÉ, a municipal corporation (hereinafter "CITY"), and URS CORPORATION AMERICAS, a Nevada corporation (hereinafter "CONSULTANT") authorized to do business in California.

**R E C I T A L S**

**WHEREAS**, on October 2, 2007, CITY and CONSULTANT entered into an agreement entitled "Master Agreement for Consultant Services between the City of San José and URS Corporation Americas for Environmental Services for Various City Projects" ("AGREEMENT"); and

**WHEREAS**, on December 14, 2010, CITY and CONSULTANT entered into a First Amendment to the AGREEMENT to extend the term; and

**WHEREAS**, the CITY and CONSULTANT desire to further amend the amended AGREEMENT to extend the term of the AGREEMENT through December 31, 2013, and to increase the amount of total compensation by \$25,000 so that CONSULTANT can complete work it has performed on Watson Park Project and the Pools Chemical Containment Project; and

**NOW, THEREFORE, THE PARTIES HEREBY AGREE** to further amend the amended AGREEMENT as follows:

**SECTION 1.** Section 2 of the AGREEMENT, entitled "Term of Agreement," is hereby amended to read in full as follows:

"The term of this AGREEMENT shall begin on October 2, 2007, and shall continue through December 31, 2013 inclusive, subject to the provisions of Section 12 of this AGREEMENT."

**SECTION 2.** Section 4 of the AGREEMENT, entitled "Compensation," is hereby amended to read in full as follows: "The compensation to be paid to CONSULTANT, including both payment for professional services and reimbursable expenses, shall not exceed FIVE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$525,000.00). The rate and schedule of payment is set out in REVISED EXHIBIT D, entitled "COMPENSATION", which is attached hereto and incorporated herein."

**SECTION 3.** REVISED EXHIBIT C of the AGREEMENT, entitled "Schedule of Performance," is hereby amended to read as shown in SECOND REVISED EXHIBIT C, attached hereto and incorporated herein.

**SECTION 4.** EXHIBIT D, entitled "Compensation," is hereby amended to read as shown in REVISED EXHIBIT D, attached hereto and incorporated herein.

**SECTION 5.** All other terms, conditions and provisions of the amended AGREEMENT not expressly modified herein shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year first hereinabove written.

"CITY"

APPROVED AS TO FORM:

CITY OF SAN JOSÉ  
a municipal corporation

By: \_\_\_\_\_  
GLENN D. SCHWARZBACH  
Senior Deputy City Attorney

By: \_\_\_\_\_  
DENNIS D. HAWKINS, CMC  
City Clerk

200 East Santa Clara St., 2<sup>nd</sup> Floor Wing  
San José, CA 95113

"CONSULTANT"  
URS CORPORATION AMERICAS, a  
Nevada corporation authorized to do  
business in California

By: Michael K. Cooper 11/13/12  
Michael Cooper Date  
Vice President

Company Address:  
100 West San Fernando Street, Suite 200  
San José, CA 95113-2254  
Phone: (408) 297-9585

**SECOND REVISED EXHIBIT C**

**Schedule of Performance**

All work under this agreement shall be completed on or before December 31, 2013. Work shall be initiated on an as-needed basis at the request of CITY, and work shall be prosecuted pursuant to details defined in each specific Service Order, as set forth in EXHIBIT B above.

At the discretion of CITY, the term of this AGREEMENT may be extended up to six months in order to complete specific project work that is authorized by Service Order prior to December 31, 2013 Extension of the term of the AGREEMENT shall be accomplished only by written authorization of the Director of Public Works or the Director's designee, and only if no other changes are made to this AGREEMENT.

**REVISED EXHIBIT D**

**COMPENSATION**

**Section 1. Maximum Compensation for Master Agreement.**

**1.1 Maximum Amount:** The maximum amount of compensation the CITY will pay to the CONSULTANT under this Master Agreement, including both payment for professional services and reimbursable expenses, shall not exceed FIVE HUNDRED TWENTY-FIVE THOUSAND Dollars (\$525,000). Any hours worked for which payment would result in a total exceeding this maximum amount shall be at no cost to the CITY.

**1.2 Manner of Payment:** Each Service Order will set forth whether the CITY will pay the CONSULTANT for work performed under such Service Order on a lump sum basis or on an hourly basis. Section 2 of this Exhibit applies to each Service Order where the CITY will pay the CONSULTANT a lump sum for the work performed. Section 3 of this Exhibit applies to all Service Orders where the CITY will pay the CONSULTANT on an hourly basis for the work performed.

**Section 2. Lump Sum Payment.**

**2.1 Lump Sum Amount:** The Service Order shall specify the lump sum amount the CITY will pay the CONSULTANT for performing the required work. The lump sum amount compensates the CONSULTANT for all its costs necessary to complete the work, including professional services and reimbursable expenses. CONSULTANT shall complete all work set forth in the Service Order for the lump sum amount.

**2.2 Progress Payments:** The Service Order may provide for the CITY to pay the lump sum amount by making progress payments. Under such circumstances, the Service Order shall specify appropriate milestones and the amount payable upon successful completion of each milestone. Upon completion of a milestone to the Director's satisfaction, the CONSULTANT shall invoice the CITY for the appropriate progress payment. The CITY will make the appropriate progress payment to the CONSULTANT within thirty (30) days of the Director's approval of the CONSULTANT's invoice.

**2.3 Lump-Sum Payment:** If the Service Order does not provide for the CITY to make progress payments, then the CITY shall make a single, lump-sum payment to the CONSULTANT upon completion of all the work to the Director's satisfaction. Upon completion of the work to the Director's satisfaction, the CONSULTANT shall invoice the CITY for the lump-sum amount. The CITY shall pay the lump-sum amount within thirty (30) days of the Director's approval of the CONSULTANT's invoice.

### **Section 3. Payment on an Hourly Basis.**

**3.1 Maximum Compensation:** The Service Order shall specify the maximum amount of compensation for the work, including both payment for professional services and reimbursable expenses. The CONSULTANT shall complete all work it is required to perform under the Service Order for no more than the specified maximum amount. Any hours worked for which payment would result in a total exceeding this maximum amount shall be at no cost to the CITY.

**3.2 Budget:** If the Service Order itemizes budget amounts for any phase or category of work, then CONSULTANT shall not exceed such itemized amount without the Director's prior written authorization. The Director may approve, in writing, transfers of budget amounts between any of the phases or categories of work listed in the Service Order, provided the aggregate total compensation does not exceed the maximum compensation. URS Corporation Americas D-I Master Agreement for Environmental Services October 2007

**3.3 Hourly Rates:** CITY will compensate CONSULTANT at the hourly rates in Exhibit D-I of this Master Agreement. Notwithstanding anything to the contrary, these hourly rates are valid for the term of this Master Agreement unless changed by written amendment.

**3.4 Reimbursable Expenses:** The CITY will reimburse for expenses subject to the following:

Each Service Order will specify the maximum amount of expenses for which the CITY will reimburse the CONSULTANT. The CITY will reimburse expenses at actual cost plus fifteen percent (15%). Any expense the CONSULTANT incurs beyond the specified amount is at no cost to the CITY.

The following expenses are reimbursable to the extent the CONSULTANT documents to the Director's satisfaction that they were incurred in performing the work required by the Service Order: (a) the cost of mailing, shipping and/or delivery of documents or products to the CITY, (b) the cost of photographing, reproducing and/or copying, (c) the cost of the subconsultant, provided the Director has preapproved, in writing, the use and cost of the subconsultant, (d) telephone and fax charges, (e) the rental of any specialized equipment to the extent the Director has preapproved, in writing, the cost of such rental, (f) travel expenses, (g) mileage at current mileage rate established by the Internal Revenue Service for tax purposes and (h) any other expenses expressly identified in the service order as reimbursable. No other expenses are reimbursable unless the Director has preapproved, in writing, such expense.

**3.5 Invoice:** Every month the CONSULTANT shall invoice the CITY for work performed during the immediately previous month. The monthly invoice shall set forth for the relevant invoice period, a detailed description of the work completed, the number of hours worked and the applicable hourly rates, a detailed description of the reimbursable expenses incurred and the amount of such expenses, and documents supporting the reimbursable expenses. The invoice shall also show the total to be paid for the invoice period, the aggregate amounts of payments received to date under the Service Order and the balance of maximum compensation for remaining work on the Service Order:

**REVISED EXHIBIT D-1**

**COMPENSATION**

**SCHEDULE OF FEES AND SERVICES**

The charge for all time required in the performance of the Scope of Services, including office, field and travel time, will be at the Unit Price Hourly Rates set forth below for the labor classifications.

| <u>Labor Classification</u>              | <u>Hourly Rates</u> |
|--|---------------------|
| Clerk*                                   | \$72                |
| Technical Typist/Word Processor*         | 87                  |
| Technician*                              | 97                  |
| Drafter/Illustrator/Editor*              | 108                 |
| Assistant Staff Professional/Technician* | 108                 |
| Contract Administrator                   | 113                 |
| Senior Drafter/Illustrator*              | 118                 |
| Senior Technician/Lab/Field Supervisor*  | 123                 |
| Staff Professional                       | 133                 |
| Senior Staff Professional                | 149                 |
| Assistant Project Professional           | 164                 |
| Project Professional                     | 179                 |
| Senior Project Professional              | 200                 |
| Consulting Professional                  | 205                 |
| Senior Consulting Professional           | 215                 |
| Principal/Senior Principal Professional  | 246                 |

Charges for contract personnel under URS supervision and using URS facilities will be made according to the hourly rate corresponding to their classification. When staff is performing fieldwork on projects, a minimum daily charge of 4 hours will apply.

When URS staffs appear as expert witnesses at court trials, arbitration hearings and depositions, their time will be charged at \$350 per hour.

Overtime (hours worked in excess of eight (8) hours per day) by exempt personnel will be charged at the above straight hourly rate. Overtime by non-exempt personnel (classifications identified by an asterisk "\*"\*) will be charged at 1.3 times the above hourly

rates. Non exempt personnel shall not incur any overtime without the prior written consent of the Director of Public Works or the Director's authorized designee.

Special project accounting reporting and financial services, including submission of invoice supporting documentation, will be charged at the rate of a clerk.

REIMBURSEABLE EXPENSES: The following expenses are reimbursable at the following rates:

**URS LABORATORY SERVICES**

The charges for laboratory testing performed at URS facilities set forth in the Schedule of URS Laboratory Testing Charges.

**OTHER PROJECT CHARGES**

Subcontracts and other Non-Salary Expenses:

The cost of services subcontracted by URS to others and other outside costs incurred by URS that are directly identifiable to the project, will be charged at cost plus 10%.

**Document Reproduction**

In-house reproduction will be charges a \$0.10 per page for black and white, and \$1.00 per page for color.

**Specialized Equipment**

The use of specialized equipment will be the fixed rental rates set forth in the schedule of URS Specialized Equipment Charges.

**Vehicles and Mileage**

The mileage charges for personal vehicles used on project assignments will be the then current mileage rate established by the Internal Revenue Service for tax purposes, which is currently \$0.555 per mile.

URS owned vehicles used on project assignments will be charged at \$90 per day, with a minimum charge of one-half day.

REIMBURSEABLE EXPENSES: The following expenses are reimbursable at the following rates:

**1. DRS Laboratory Services**

The charges for laboratory testing performed at URS facilities. This will be specified if applicable in the Service Work Order.

**2. Subcontracts and other Non-Salary Expenses**

The cost of services subcontracted by URS to others and other outside costs incurred by URS that are directly identifiable to the project, will be charged at cost plus 15%.

**3. Document Reproduction**

In-house reproduction will be charged a \$0.10 per page for black and white, and \$.50 per page for color.

**4. Specialized Equipment**

The use of specialized equipment will be the fixed rental rates set forth in the schedule of URS Specialized Equipment Charges. This will be specified if applicable in the Service Work Order.

END OF EXHIBIT

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 I state that I signed this document on 11/15/2012.

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

6 Michael K. Cooper  
Signature of Document Signer No. 1

\_\_\_\_\_  
Signature of Document Signer No. 2 (if any)

State of California

County of Santa Clara

Subscribed and sworn to (or affirmed) before me

on this 15 day of November, 2012,  
Date Month Year

by  
(1) MICHAEL K. COOPER  
Name of Signer

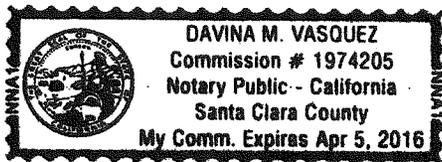
proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.)

-(and)-

(2) \_\_\_\_\_  
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature D. Vasquez  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

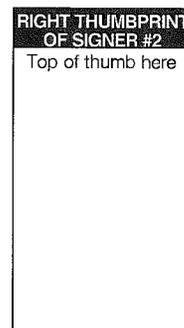
*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Further Description of Any Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_





**URS CORPORATION dba URS CORPORATION AMERICAS  
CERTIFICATE OF SECRETARY**

EXTRACT of resolutions adopted by unanimous written consent of the Board of Directors of URS Corporation dba URS Corporation Americas, a Nevada corporation (the "Corporation"), as of January 1, 2012:

\* \* \* \* \*

**Appointment of Officers**

RESOLVED, that the following persons be and they hereby are appointed officers of the Corporation, to hold the respective office(s) set forth beside their names until their successors are duly elected and qualified and that any officer previously appointed and not named herein is hereby deemed to be removed:

Paul Boddie      Vice President  
Michael Cooper   Vice President

**Authority to Execute Documents on Behalf of the Corporation**

WHEREAS, the conduct of the business of the Corporation is subject to the provisions of the URS Corporation and Subsidiaries Policies and Procedures Manual, as amended from time to time (the "P and P"), which includes provisions concerning persons who may execute and deliver documents on behalf of the Corporation; and

WHEREAS, the Board of Directors wishes to clarify any confusion that may arise between the provisions of the P and P and the provisions of the By-Laws of the Corporation or statutes concerning persons who may execute and deliver documents on behalf of the Corporation; it is

NOW, THEREFORE, RESOLVED, that, in conjunction with the P and P, each of the following persons (an employee of the Corporation or an affiliate and an officer of the Corporation) be and he or she hereby is authorized, directed and empowered to execute and deliver any and all documents on behalf of the Corporation:

Paul Boddie  
Michael Cooper

\* \* \* \* \*

I, Kristin L. Jones, the undersigned, do hereby certify that I am the Secretary of URS Corporation dba URS Corporation Americas and that the foregoing is a true and correct copy of the resolutions adopted by the Board of Directors of the Corporation by written consent dated as of January 1, 2012. I further certify that said resolutions are in conformity with the Certificate of Incorporation and the bylaws of the Corporation. They have not been modified, amended or revoked and are in full force and effect as of the date hereof.

Dated this 13<sup>th</sup> day of November, 2012

  
\_\_\_\_\_  
Kristin L. Jones, Secretary

State of Texas  
County of Williamson

Before me, Valerie J. Teacle, Notary Public, on this day personally appeared **Kristin L. Jones** whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13<sup>th</sup> day of NOVEMBER 2012.

Valerie J. Teacle  
Notary Public in and for the State of Texas  
My Commission Expires: 12-19-2013

