

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 AGREEMENT

2 **29867**

3 THIS AGREEMENT is made and entered, in duplicate, as of May 25, 2006
4 for reference purposes only, pursuant to a minute order adopted by the City Council of the
5 City of Long Beach at its meeting on May 23, 2006, by and between URS
6 CORPORATION, a Nevada corporation, dba URS CORPORATION AMERICAS with a
7 place of business at 915 Wilshire Boulevard, Suite 700, Los Angeles, California 90017-
8 3437 ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, the City requires specialized services requiring unique skills to
10 be performed in connection with As-Needed Multi-Discipline Design Services ("Project");
11 and

12 WHEREAS, City has selected Consultant in accordance with City's
13 administrative procedures and City has determined that Consultant and its employees are
14 qualified, licensed, if so required, and experienced in performing these specialized
15 services; and

16 WHEREAS, City desires to have Consultant perform these specialized
17 services, and Consultant is willing and able to do so on the terms and conditions in this
18 Agreement;

19 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
20 conditions in this Agreement, the parties agree as follows:

21 1. SCOPE OF WORK OR SERVICES.

22 A. Consultant shall furnish specialized services more particularly described
23 in Exhibit "A", attached to this Agreement and incorporated by this reference, in
24 accordance with the standards of the profession, and City shall pay for these services in
25 the manner described below, not to exceed \$1,000,000.00, at the rates or charges shown
26 in Exhibit "A".

27 B. Consultant may select the time and place of performance for these
28 services provided, however, that access to City documents, records, and the like, if needed

1 by Consultant, shall be available only during City's normal business hours and provided
2 that milestones for performance, if any, are met.

3 C. Consultant has requested to receive regular payments. City shall pay
4 Consultant within 30 days following receipt from Consultant and approval by City of
5 invoices showing the services or task performed, the time expended (if billing is hourly),
6 and the name of the Project. Consultant shall certify on the invoices that Consultant has
7 performed the services in full conformance with this Agreement and is entitled to receive
8 payment. Each invoice shall be accompanied by a progress report indicating the progress
9 to date of services performed and covered by the invoice, including a brief statement of
10 any Project problems and potential causes of delay in performance, and listing those
11 services that are projected for performance by Consultant during the next invoice cycle.
12 Where billing is done and payment is made on an hourly basis, the parties acknowledge
13 that this arrangement is either customary practice for Consultant's profession, industry, or
14 business, or is necessary to satisfy audit and legal requirements which may arise due to
15 the fact that City is a municipality.

16 D. Consultant represents that Consultant has obtained all necessary
17 information on conditions and circumstances that may affect its performance and has
18 conducted site visits, if necessary.

19 E. **CAUTION:** Consultant shall not begin work until this Agreement has been
20 signed by both parties and until Consultant's evidence of insurance has been delivered to
21 and approved by the City.

22 2. TERM. The term of this Agreement shall commence at midnight on June
23 1, 2006, and shall terminate at 11:59 p.m. on May 31, 2009, unless sooner terminated as
24 provided in this Agreement, or unless the services or the Project is completed sooner.

25 3. COORDINATION AND ORGANIZATION.

26 A. Consultant shall coordinate its performance with City's representative, if
27 any, named in Exhibit "B", attached to this Agreement and incorporated by this reference.
28 Consultant shall advise and inform City's representative of the work in progress on the

1 Project in sufficient detail so as to assist City's representative in making presentations and
2 in holding meetings on the Project. City shall furnish to Consultant information or
3 materials, if any, described in Exhibit "C" attached to this Agreement and incorporated by
4 this reference, and shall perform any other tasks described in the Exhibit.

5 B. The parties acknowledge that a substantial inducement to City for entering
6 this Agreement was and is the reputation and skill of Consultant's key employee Jesus
7 (Jay) Fondevila. City shall have the right to approve any person proposed by Consultant
8 to replace that key employee.

9 4. INDEPENDENT CONTRACTOR. In performing its services, Consultant
10 is and shall act as an independent contractor and not an employee, representative, or
11 agent of City. Consultant shall have control of Consultant's work and the manner in which
12 it is performed. Consultant shall be free to contract for similar services to be performed for
13 others during this Agreement provided, however, that Consultant acts in accordance with
14 Section 9 and Section 11 of this Agreement. Consultant acknowledges and agrees that
15 a) City will not withhold taxes of any kind from Consultant's compensation, b) City will not
16 secure workers' compensation or pay unemployment insurance to, for or on Consultant's
17 behalf, and c) City will not provide and Consultant is not entitled to any of the usual and
18 customary rights, benefits or privileges of City employees. Consultant expressly warrants
19 that neither Consultant nor any of Consultant's employees or agents shall represent
20 themselves to be employees or agents of City.

21 5. INSURANCE. As a condition precedent to the effectiveness of this
22 Agreement, Consultant shall procure and maintain at Consultant's expense for the duration
23 of this Agreement from insurance companies that are admitted to write insurance in
24 California or from authorized non-admitted insurance companies that have ratings of or
25 equivalent to A:VIII by A.M. Best Company the following insurance:

26 (a) Commercial general liability insurance (equivalent in scope to ISO
27 form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than
28 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This

1 coverage shall include but not be limited to broad form contractual liability,
2 cross liability, independent contractors liability, and products and completed
3 operations liability. The City, its officials, employees and agents shall be
4 named as additional insureds by endorsement (on City's endorsement form
5 or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or to
6 both CG 20 10 10 01 and CG 20 37 10 01), and this insurance shall contain
7 no special limitations on the scope of protection given to the City, its officials,
8 employees and agents.

9 (b) Workers' Compensation insurance as required by the California
10 Labor Code and employer's liability insurance in an amount not less than
11 \$1,000,000.

12 (c) Professional liability or errors and omissions insurance in an
13 amount not less than \$1,000,000 per claim.

14 (d) Commercial automobile liability insurance (equivalent in scope to
15 ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount
16 not less than \$500,000 combined single limit per accident.

17 Any self-insurance program or self-insured retention greater than \$50,000 per
18 occurrence may, at the request of the City, be separately approved in writing by City's Risk
19 Manager or designee and shall protect City, its officials, employees and agents in the same
20 manner and to the same extent as they would have been protected had the policy or
21 policies not contained retention or deductible provisions. Each insurance policy shall be
22 endorsed to state that coverage shall not be reduced, non-renewed, or canceled except
23 after thirty (30) days prior written notice to City, and shall, with the exception of the
24 Professional Liability, be primary and not contributing to any other insurance or
25 self-insurance maintained by City. Consultant shall notify the City in writing within five (5)
26 days after any insurance has been voided by the insurer or cancelled by the insured. If this
27 coverage is written on a "claims made" basis, it must provide for an extended reporting
28 period of not less than one year, commencing on the date this Agreement expires or is

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 terminated, unless Consultant guarantees that Consultant will provide to the City evidence
2 of uninterrupted, continuing coverage for a period of not less than three (3) years,
3 commencing on the date this Agreement expires or is terminated.

4 Consultant shall require that all subconsultants or contractors which
5 Consultant uses in the performance of these services maintain insurance in compliance
6 with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

7 Prior to the start of performance, Consultant shall deliver to City certificates
8 of insurance and the endorsements for approval as to sufficiency and form. In addition,
9 Consultant, shall, within thirty (30) days prior to expiration of the insurance, furnish to City
10 certificates of insurance and endorsements evidencing renewal of the insurance. City
11 reserves the right to require complete certified copies of all policies of Consultant and
12 Consultant's subconsultants and contractors, at any time. Consultant shall make available
13 to City's Risk Manager or designee all books, records and other information relating to this
14 insurance, during normal business hours.

15 Any modification or waiver of these insurance requirements shall only be
16 made with the approval of City's Risk Manager or designee. Not more frequently than
17 once a year, the City's Risk Manager or designee may require that Consultant,
18 Consultant's subconsultants and contractors change the amount, scope or types of
19 coverages required in this Section if, in his or her sole opinion, the amount, scope, or types
20 of coverages are not adequate.

21 The procuring or existence of insurance shall not be construed or deemed
22 as a limitation on liability relating to Consultant's performance or as full performance of or
23 compliance with the indemnification provisions of this Agreement.

24 **6. ASSIGNMENT AND SUBCONTRACTING.** This Agreement contemplates
25 the personal services of Consultant and Consultant's employees, and the parties
26 acknowledge that a substantial inducement to City for entering this Agreement was and is
27 the professional reputation and competence of Consultant and Consultant's employees.
28 Consultant shall not assign its rights or delegate its duties under this Agreement, or any

1 interest in this Agreement, or any portion of it, without the prior approval of City, except that
2 Consultant may with the prior approval of the City Manager of City, assign any moneys due
3 or to become due the Consultant under this Agreement. Any attempted assignment or
4 delegation shall be void, and any assignee or delegate shall acquire no right or interest by
5 reason of an attempted assignment or delegation. Furthermore, Consultant shall not
6 subcontract any portion of its performance without the prior approval of the City Manager
7 or designee, or substitute an approved subconsultant or contractor without approval prior
8 to the substitution. Nothing stated in this Section shall prevent Consultant from employing
9 as many employees as Consultant deems necessary for performance of this Agreement.

10 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,
11 certifies that, at the time Consultant executes this Agreement and for its duration,
12 Consultant does not and will not perform services for any other client which would create
13 a conflict, whether monetary or otherwise, as between the interests of City and the
14 interests of that other client. And, Consultant shall obtain similar certifications from
15 Consultant's employees, subconsultants and contractors.

16 8. MATERIALS. Consultant shall furnish all labor and supervision, supplies,
17 materials, tools, machinery, equipment, appliances, transportation, and services necessary
18 to or used in the performance of Consultant's obligations under this Agreement, except as
19 stated in Exhibit "C".

20 9. OWNERSHIP OF DATA. All materials, information and data prepared,
21 developed, or assembled by Consultant or furnished to Consultant in connection with this
22 Agreement, including but not limited to documents, estimates, calculations, studies, maps,
23 graphs, charts, computer disks, computer source documentation, samples, models,
24 reports, summaries, drawings, designs, notes, plans, information, material, and
25 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
26 and City shall have the unrestricted right to use and disclose the Data in any manner and
27 for any purpose without payment of further compensation to Consultant. However, any
28 such use of the Data on any other project or on any extension of such project, without

1 Consultant's prior written permission shall be at City's sole risk. Copies of Data may be
2 retained by Consultant but Consultant warrants that Data shall not be made available to
3 any person or entity for use without the prior approval of City. This warranty shall survive
4 termination of this Agreement for five (5) years.

5 10. TERMINATION. Either party shall have the right to terminate this
6 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
7 prior notice to the other party. In the event of termination under this Section, City shall pay
8 Consultant for services satisfactorily performed and costs incurred up to the effective date
9 of termination for which Consultant has not been previously paid. The procedures for
10 payment in Section 1.B. with regard to invoices shall apply. On the effective date of
11 termination, Consultant shall deliver to City all Data developed or accumulated in the
12 performance of this Agreement, whether in draft or final form, or in process. And,
13 Consultant acknowledges and agrees that City's obligation to make final payment is
14 conditioned on Consultant's delivery of the Data to the City.

15 11. CONFIDENTIALITY. Consultant shall keep the Data confidential and
16 shall not disclose the Data or use the Data directly or indirectly other than in the course of
17 performing its services, during the term of this Agreement and for five (5) years following
18 expiration or termination of this Agreement without the prior written consent of City which
19 may be withheld in City's sole discretion. In addition, Consultant shall keep confidential all
20 information, whether written, oral, or visual, obtained by any means whatsoever in the
21 course of performing its services for the same period of time. Consultant shall not disclose
22 any or all of the Data to any third party, or use it for Consultant's own benefit or the benefit
23 of others except for the purpose of this Agreement.

24 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for a
25 breach of confidentiality with respect to Data that: (a) Consultant demonstrates Consultant
26 knew prior to the time City disclosed it; or (b) is or becomes publicly available without
27 breach of this Agreement by Consultant; or (c) a third party who has a right to disclose
28 does so to Consultant without restrictions on further disclosure; or (d) must be disclosed

1 pursuant to subpoena or court order.

2 13. ADDITIONAL COSTS AND REDESIGN. A. Any costs incurred by the
3 City due to Consultant's failure to meet the standards required by the scope of work or
4 Consultant's failure to perform fully the tasks described in the scope of work which, in
5 either case, causes the City to request that Consultant perform again all or part of the
6 Scope of Work shall be at the sole cost of Consultant and City shall not pay any additional
7 compensation to Consultant for its re-performance.

8 B. If the Project involves construction and the scope of work requires
9 Consultant to prepare plans and specifications with an estimate of the cost of construction,
10 then Consultant may be required to modify the plans and specifications, any construction
11 documents relating to the plans and specifications and Consultant's cost estimate.
12 However, any estimates of construction costs prepared by Consultant for City with respect
13 to this project represent Consultant's best judgment as a professional familiar with the
14 construction industry. It is recognized further that Consultant has no control over the cost
15 of labor, materials or equipment, over the construction subcontractor's methods of
16 determining bid prices, or over competitive bidding, market or negotiating conditions.
17 Accordingly, Consultant cannot and does not warrant or represent that bids or negotiated
18 prices for the construction of this project will not vary from City's project budget or from any
19 estimate of construction costs or evaluation prepared or agreed to by Consultant.

20 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
21 amended, nor any provision or breach waived, except in writing signed by the parties which
22 expressly refers to this Agreement.

23 15. LAW. This Agreement shall be governed by and construed pursuant to
24 the laws of the State of California (except those provisions of California law pertaining to
25 conflicts of laws). Consultant shall comply with all applicable laws, ordinances, rules and
26 regulations of and obtain all permits, licenses, and certificates required by all federal, state
27 and local governmental authorities.

28 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,

1 constitutes the entire understanding between the parties and supersedes all other
2 agreements, oral or written, with respect to the subject matter in this Agreement.

3 17. INDEMNITY. Consultant shall, with respect to services performed in
4 connection with this Agreement, indemnify and hold harmless the City, its Boards,
5 Commissions, and their officials, employees and agents (collectively in this Section, "City")
6 from and against any and all liability, claims, demands, damage, loss, causes of action,
7 proceedings, penalties, costs and expenses (including attorney's fees, court costs, and
8 expert and witness fees) (collectively "Claims" or individually "Claim"). Claims include
9 allegations and include Claims for property damage, personal injury or death arising in
10 whole or in part from any negligent act or omission of Consultant, its officers, employees,
11 agents, sub-consultants, or anyone under Consultant's control (collectively "Indemnitor");
12 recklessness; and willful misconduct. Independent of the duty to indemnify and as a
13 free-standing duty on the part of Consultant, Consultant shall defend City and shall
14 continue this defense until the Claim is resolved, whether by settlement, judgment or
15 otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of
16 Indemnitor shall be required for the duty to defend to arise. Consultant shall notify the City
17 of any Claim within ten (10) days. Likewise, City shall notify Consultant of any Claim, shall
18 tender the defense of the Claim to Consultant, and shall assist Consultant, as may be
19 reasonably requested, in the defense.

20 18. AMBIGUITY. In the event of any conflict or ambiguity between this
21 Agreement and any Exhibit, the provisions of this Agreement shall govern.

22 19. COSTS. If there is any legal proceeding between the parties to enforce
23 or interpret this Agreement or to protect or establish any rights or remedies under it, the
24 prevailing party shall be entitled to its costs and expenses, including reasonable attorneys'
25 fees and court costs (including appeals).

26 20. NONDISCRIMINATION. In connection with performance of this
27 Agreement and subject to applicable rules and regulations, Consultant shall not
28 discriminate against any employee or applicant for employment because of race, religion,

1 national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap or disability.
2 Consultant shall ensure that applicants are employed, and that employees are treated
3 during their employment, without regard to these bases. These actions shall include, but
4 not be limited to, the following: employment, upgrading, demotion or transfer, recruitment
5 or recruitment advertising, layoff or termination, rates of pay or other forms of
6 compensation, and selection for training, including apprenticeship.

7 It is the policy of City to encourage the participation of Disadvantaged,
8 Minority and Women-owned Business Enterprises in City's procurement process, and
9 Consultant agrees to use its best efforts to carry out this policy in its use of subconsultants
10 and contractors to the fullest extent consistent with the efficient performance of this
11 Agreement. Consultant may rely on written representations by subconsultants and
12 contractors regarding their status. City's policy is attached as Exhibit "D" to this
13 Agreement. Consultant shall report to City in May and in December or, in the case of
14 short-term agreements, prior to invoicing for final payment, the names of all subconsultants
15 and contractors hired by Consultant for this Project and information on whether or not they
16 are a Disadvantaged, Minority or Women-Owned Business Enterprise, as defined in
17 Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

18 21. NOTICES. Any notice or approval required by this Agreement shall be
19 in writing and personally delivered or deposited in the U.S. Postal Service, first class,
20 postage prepaid, addressed to Consultant at the address first stated above, and to the City
21 at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager with a
22 copy to the City Engineer at the same address. Notice of change of address shall be given
23 in the same manner as stated for other notices. Notice shall be deemed given on the date
24 deposited in the mail or on the date personal delivery is made, whichever occurs first.

25 22. COPYRIGHTS AND PATENT RIGHTS. A. Consultant shall place the
26 following copyright protection on all Data: © City of Long Beach, California _____, inserting
27 the appropriate year.

28 B. City reserves the exclusive right to seek and obtain a patent or copyright

1 registration on any Data or other result arising from Consultant's performance of this
2 Agreement. By executing this Agreement, Consultant assigns any ownership interest
3 Consultant may have in the Data to the City.

4 C. Consultant warrants that the Data does not violate or infringe any patent,
5 copyright, trade secret or other proprietary right of any other party. Consultant agrees to
6 and shall protect, defend, indemnify and hold City, its officials and employees harmless
7 from any and all claims, demands, damages, loss, liability, causes of action, costs or
8 expenses (including reasonable attorneys' fees) whether or not reduced to judgment,
9 arising from any breach or alleged breach of this warranty.

10 23. COVENANT AGAINST CONTINGENT FEES. Consultant warrants that
11 Consultant has not employed or retained any entity or person to solicit or obtain this
12 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,
13 commission, or other monies based on or from the award of this Agreement. If Consultant
14 breaches this warranty, City shall have the right to terminate this Agreement immediately
15 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
16 due under this Agreement or otherwise recover the full amount of the fee, commission, or
17 other monies.

18 24. WAIVER. The acceptance of any services or the payment of any money
19 by City shall not operate as a waiver of any provision of this Agreement or of any right to
20 damages or indemnity stated in this Agreement. The waiver of any breach of this
21 Agreement shall not constitute a waiver of any other or subsequent breach of this
22 Agreement.

23 25. CONTINUATION. Termination or expiration of this Agreement shall not
24 affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11, 17,
25 19, 22, and 28 prior to termination or expiration of this Agreement.

26 26. TAX REPORTING. As required by federal and state law, City is
27 obligated to and will report the payment of compensation to Consultant on
28 Form 1099-Misc. Consultant shall be solely responsible for payment of all federal and

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 state taxes resulting from payments under this Agreement. Consultant's Employer
2 Identification Number is [REDACTED] If Consultant has a Social Security Number rather
3 than an Employer Identification Number, then Consultant shall submit that Social Security
4 Number in writing to City's Accounts Payable, Department of Financial Management.
5 Consultant acknowledges and agrees that City has no obligation to pay Consultant until
6 Consultant provides one of these numbers.

7 27. ADVERTISING. Consultant shall not use the name of City, its officials
8 or employees in any advertising or solicitation for business or as a reference, without the
9 prior approval of the City Manager or designee.

10 28. AUDIT. City shall have the right at all reasonable times during the term
11 of this Agreement and for a period of five (5) years after termination or expiration of this
12 Agreement to examine, audit, inspect, review, extract information from, and copy all books,
13 records, accounts, and other documents of Consultant relating to this Agreement.

14 29. THIRD PARTY BENEFICIARY. This Agreement is not intended or
15 designed to or entered for the purpose of creating any benefit or right for any person or
16 entity of any kind that is not a party to this Agreement.

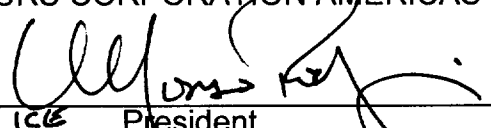
17 IN WITNESS WHEREOF, the parties have caused this document to be duly

18 ///
19 ///
20 ///
21 ///
22 ///
23 ///
24 ///
25 ///
26 ///
27 ///
28 ///


Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 executed with all formalities required by law as of the date first stated above.

2 URS CORPORATION, a Nevada corporation,
3 dba URS CORPORATION AMERICAS

4 _____, 2006 By 
5 VICE President
6 ALFONSO RODRIGUEZ
7 (Type or Print Name)

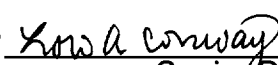
8 _____, 2006 By _____
9 Secretary
10 _____
11 (Type or Print Name)

12 "Consultant"
13 CITY OF LONG BEACH
14 11/20, 2006 By 
15 City Manager

16 "City"

17 This Agreement is approved as to form on _____ 11/15, 2006.

18 ROBERT E. SHANNON, City Attorney

19 By 
20 Senior Deputy

21 DFG:bg 6/21/06;10/10/06(AGR_URS)06-03049
22 L:\APPS\CtyLaw32\WPDOCS\ID021\P004\00090854.WPD

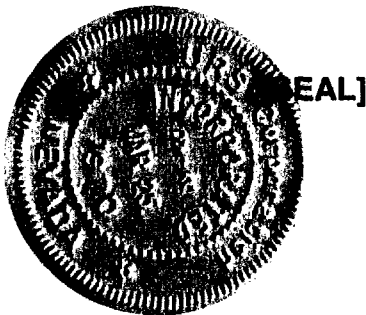


CERTIFICATE OF AUTHORITY

I, Carol Brummerstedt, the undersigned, do hereby certify that I am the Secretary of URS Corporation, a Nevada corporation qualified to do business in California as URS Corporation Americas, (the "Corporation"), and that, as of January 1, 2005, the Board of Directors of the Corporation by unanimous written consent duly adopted a resolution authorizing Alfonso Rodriguez, Vice President of the Corporation, to sign any and all contracts or amendments to contracts on behalf of the Corporation.

I do further certify that the above resolution has not been amended or revoked and is now in full force and effect.

Dated this 13th day of January, 2005



Carol Brummerstedt
Carol Brummerstedt

EXHIBIT "A"

SCOPE OF WORK

**URS
Los Angeles
2006 Schedule of Fees and Charges**

Effective June 1, 2006

Subject to approval by the City of Long Beach, this Schedule of Fees and Charges will be adjusted annually on January 1 of each subsequent year to reflect merit and economic salary increases, and changes in the expected level and mode of operations for the new year: The new Schedule of Fees and Charges will apply to existing and new assignments.

PERSONNEL CHARGES

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

<u>Labor Classification</u>	<u>Hourly Rate</u>
Engineer, Geologist, Scientist	\$115
Senior Engineer, Geologist, Scientist	\$140
Project Engineer, Geologist, Scientist	\$150
Project Manager	\$175
Senior Project Engineer, Geologist, Scientist	\$175
Senior Project Manager	\$215
Principal Engineer, Geologist, Scientist	\$215
Program Director	\$290
Clerical	\$60
Sr. Project Assistant / Controller	\$95
Project Assistant/Word Processor	\$85
Sr. Designer / Lab / Field / CADD	\$118
Technician	\$90
Drafter/Illustrator	\$85
Senior Drafter/Illustrator	\$100
Senior Technician	\$105

When URS staff appears as expert witnesses at court trials, mediation, arbitration hearings and depositions, their time will be charged at 2.0 times the standard rate. All time spent preparing for such trials, hearings and depositions, will be charged at the standard labor rate.

**URS LABORATORY SERVICES AND
EQUIPMENT CHARGES**

Charges for laboratory services and equipment will be charged at standard usage rates. Rate schedules are available upon request.

OTHER PROJECT CHARGES

Communications

The cost of communications including telephone, pagers, cell phones, network communications, facsimile, routine postage and incidental copying costs will be charged a flat rate of 4% of total gross labor charges.

Computers

The charge for use of in-house computers for spreadsheets, word processing, and other similar functions is \$15.00 per hour. The charge for use of Computer Aided Design and Drafting (CADD), Graphics generation, Geographic Information Systems (GIS) modeling applications, and similar technical computing is \$25.00 per hour. There will be a charge of \$5.00 each for non-color and \$15.00 for each color plot generated by CADD and GIS systems.

Document Reproduction

In-house reproduction will be charged at \$.10 a page for black and white and \$1.50 a page for color.

Vehicles and Mileage

Field vehicles (pick-ups, vans, trucks, etc.) used on project assignments will be charged at \$80.00 per day. The mileage charge for personal autos will be the then current mileage rate established by the Internal Revenue Service.

This fee schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract or proposal.

**URS
Los Angeles
2006 Schedule of Fees and Charges**

Effective June 1, 2006

PERSONNEL CHARGES

The charge for all time required in the performance of the Scope of Services, including office, field and travel time, will be at the rate of 3.75 times the raw salary of the URS staff performing the work or times the rate charged by contract personnel under URS supervision and using URS facilities.

When URS staff appear as expert witnesses at court trials, mediation, arbitration hearings, and depositions, their time will be charged at 2.0 times the standard rate. All time spent by personnel preparing for such trials, hearings, and depositions, will be charged at the standard 3.75 times raw salary rate.

Overtime (hours worked in excess of eight (8) hours per day) by exempt personnel will be charged at the above straight time rate. Overtime by non-exempt personnel will be charged at 1.3 times the above hourly rates.

Special project accounting reporting and financial services, including submission of invoice support documentation will be charged.

This fee schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract or proposal.

A. BASIC SERVICES

This RFQ/RFP is intended to procure engineering, architecture, and other professional consulting services including, but not limited to, the following:

1. Design Services

- a) Review and apply City standards for designs.
- b) Prepare plans, specifications, and cost estimates (PS&E's).
- c) Prepare planning and feasibility studies and reports.
- d) Prepare accurate design and construction schedules in MS Project formats.
- e) Apply for and acquire required project permits including planning and building plan check permits in a timely and efficient fashion from the City of Long Beach and other agencies.
- f) Meet and coordinate with City representatives and other consultants for design reviews and approvals.
- g) Prepare and submit for review and approval construction plans and specifications including those at the 30%, 60%, 90%, and 100% design completion stages. Plans shall be produced in AutoCAD, 2004 version or newer. Specifications shall be produced in current CSI format as modified by the City of Long Beach.
- h) Prepare and submit professional and current construction cost estimates appropriate for the various stages of design. For example, cost estimates at the conceptual design stage (30%) shall be accurate to within 15-25% accuracy; preliminary design (60%) cost estimates shall be accurate to within 5-15%; and final design (100%) cost estimates shall be Class "A" efforts that are accurate to within 5% of actual public tender bids.
- i) Provide stamped and signed plan originals, calculations, and specifications by appropriately licensed California engineers and architects.

2. Bidding Services

- a) Assist in preparing bid documents
- b) Attend and participate in pre-bid meetings
- c) Assist in preparing addenda items

3. Design Services During Construction

- a) Attend pre-construction meetings; answer questions
- b) Review contractor material submittals and shop drawings
- c) Attend field meetings and visit construction sites pursuant to resolving construction problems and issues.

- d) Respond to contractor Requests For Information in a timely fashion.
- e) Assist and recommend to City any Change Order items.
- f) Prepare Record Drawings of As-built project construction.
- g) Assist City with warranty-related work or other construction deficiencies.

B. TYPES OF SERVICES – SUMMARY

Architectural Design

- Building Architecture
- Interior Design

Engineering Design

- Civil Engineering
- Structural Engineering
- Geotechnical Engineering
- Facility Electrical Engineering
- Facility Mechanical Engineering

Other Professional Services

- Design Project Management
- Peer Reviews
- Construction Cost Estimating
- Design Services during Construction

C. TYPES OF SERVICES – DETAILED

1. Architectural Engineering Services may include but are not limited to:

- a) Designs of new buildings and facilities.
- b) Additions and renovations of existing buildings and facilities.
- c) ADA improvements.
- d) City park designs including athletic courts and facilities, play equipment and lots, conventional and pre-fabricated restrooms, shades structures, picnic tables and benches, amphitheaters, swimming pool designs and renovations, etc.
- e) Interior building and office designs, including tenant improvements, furniture, modular office partitions, and accessories.
- f) Interior and exterior facility signage designs including ADA signs.
- g) Facility Assessments including:
 - 1) Facility functional organization and operation

- 2) Existing conditions and infrastructure
- 3) A site's ability to accommodate the facility
- h) Design to an aesthetic standard that is an asset to the City.
- i) LEED certified designs as per the U.S. Green Building Council.
- j) ADA compliancy as per the American Disabilities Act of 1990 and applicable California ADA Guidelines and the City of Long Beach ADA Transition Plan.

2. Civil Engineering Services include but are not limited to:

- a) Demolition of structures and facilities and removal of existing improvements and infrastructure.
- b) Site developments, grading and earthwork plans, etc.
- c) Pavements and parking lots, standard and ADA parking stalls, and ADA curb ramp designs.
- d) Exterior walkways, stairways, and handrails including ADA accessible paths of travel.
- e) Underground Utility coordination.
- f) Sanitary sewer designs.
- g) Facility and site water supply and distribution systems designs.
- h) Site storm water drainage designs including underground catch basins, curbs and gutters, underground pipelines, etc.
- i) Storm water pollution trap device designs including but not limited to continuous deflective separation systems.
- j) Site hazardous materials mitigation, planning, and coordination.

3. Structural Engineering Services may include but are not limited to:

- a) Designs of new buildings, foundations, and structural systems.
- b) Seismic evaluations of existing buildings and seismic retrofit designs as per current and applicable Federal, State, Local, and professional guidelines, standards, and codes. These guidelines, standards, and codes include but are not limited to FEMA, NEHRP, ASCE, UBC, California Building Code, and International Building Code.
- c) Acquisitions of Federal and State grants in connection with pre and post disaster seismic mitigation efforts.
- d) Repair and modify existing structural systems and elements.
- e) State-of-the-art structural designs including conventional and performance-based earthquake engineering (pbee).
- f) City park structures including shade structures, restrooms, etc.

- g) Retaining walls and slope barriers.
- h) Yard walls, fences, and locked gates including masonry and steel.
- i) Prefabricated buildings including procurement and installation management and coordination.

4. Geotechnical Engineering Services may include but are not limited to:

- a) Geotechnical field investigations, exploration, testing, and instrumentation including borings and cone penetrometer tests.
- b) Laboratory testing.
- c) Preparation of Geotechnical Reports including recommendations for:
 - 1) Site Grading and site clearing
 - 2) Building foundation designs including spread and pile designs
 - 3) Pavement design
 - 4) Compacted fill designs including geotextiles
 - 5) Soil classification
 - 6) Slope stability and protection
 - 7) Seismic stability of buildings and structures
 - 8) Liquefaction
- d) Engineering geology including site-specific seismic response and fault investigations for formal seismic evaluations of buildings and other applications.
- e) Earth retaining structures including MSE wall designs.
- f) Geogrid and Geotextile designs.

5. Facility Electrical Engineering Services include but are not limited to:

- a) Calculation of electrical loads, including coordination for coincidental and non-coincidental loads, load shedding, short circuit calculations, and voltage drop calculations
- b) Prepare electrical site layout plans including wiring and grounding systems layouts, details, and properly sizing of wiring for current carrying and ground wiring
- c) Preparation of single line electrical diagrams
- d) Prepare electrical lighting and application designs
- e) Prepare sound and signal system designs
- f) Prepare electrical feasibility studies for facilities

6. Facility Mechanical Engineering Services include but are not limited to:

- a) HVAC plans including equipment schedules, capacities, design criteria, control diagrams, duct sizes, hangers, insulation, and duct connections.
- b) Plumbing plans including all pipes and piping materials, plumbing equipment and fixtures, riser diagrams for waste and vent, cold and hot water piping, gas piping plans, regulator, backflow prevention devices, gas earthquake shut-off valves, water meter, plumbing hydraulic calculations, etc.
- c) Fire protection plans including hydraulic calculations showing all piping materials, sizes, and fire protection devices, etc.
- d) Prepare solid waste and incineration system designs
- e) Prepare building storm drain designs
- f) Prepare mechanical feasibility studies.

7. Other Professional Services include but are not limited to:

- a) Design **Project Management**, preferably PMP certified, following appropriate state-of-the-art project management methodologies, guidelines, and practices.
- b) Independent Peer Reviews of engineering designs and studies performed by others.
- c) Professional construction cost estimates at all levels of design effort accuracies including planning/order of magnitude, conceptual design, preliminary design, and final design.
- d) Design services during construction including attending construction meetings, reviewing material submittals and shop drawings, responding to contractor requests for information, and preparing as-built record drawings.
- e) Acquisition of required plan check permits from the Long Beach Department of Planning and Building.

b) CITY RESPONSIBILITIES

- 1. Provide a designated City Project Manager and/or Capital Project Coordinator who will act as the project focal point.
- 2. Provide or make available upon request, reports, drawings, documents, GIS land base maps, records and other data deemed useful for project development.
- 3. Advertise for bids, review bids and award contracts.
- 4. Administer contracts.

c) MISCELLANEOUS

1. Drafting shall be performed on AutoCAD 2004 version or newer, in the office of the Consultant, and conform to City standards.
2. All plans, diskettes/CDs and other documents prepared by the Consultant on behalf of the City shall become the sole property of the City of Long Beach.
3. The City shall pre-approve the Consultant proposed Project Manager, a/k/a Consultant's proposed main and active project representative (CR), by review of his or her resumes. If after a period of time, the City is not satisfied with the work of progress of the CR, another CR shall be furnished. The CR, once selected, shall not be replaced, unless approved by the City.
4. Engineering and architectural plans, details and calculations shall be based on appropriate usages of the current California Building Code, Uniform Building Code (UBC), Standard specifications for Public Works construction (Greenbook), CCR Title 24, California Access Code, American with Disabilities Act of 1990, U.S. Green Building Council, National Electrical Code (NEC), Uniform Mechanical Code (UMC), National Fire Protection Association (NFPA), and any and all other applicable local, county, state and federal codes, standards, guidelines, and regulations. Proposers shall possess current and appropriate engineering and architectural licenses to be deemed qualified to perform the services outlined in this scope of work.

EXHIBIT “B”

THE CITY’S REPRESENTATIVE

The City’s representative will be Linden Nishinaga

EXHIBIT "C"

MATERIALS FURNISHED BY THE CITY

No specific materials will be furnished by the City except for the following:

EXHIBIT “D”

CITY’S POLICY FOR DISADVANTAGED, MINORITY – AND WOMEN-OWNED BUSINESS ENTERPRISES

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women, Long Beach and Disabled Veteran Business Enterprises (DBEs, MBEs, WBEs, LBBEs, and DVBEs) to compete successfully in supplying our needs for products and services.

Please visit <http://www.longbeach.gov/diversity> for more information on the City’s Diversity Outreach Program.