

AGENDA ITEM NO.

COUNCIL MEETING

APPROVED BY



DEPARTMENT DIRECTOR

CITY MANAGER

June 1, 2007

FROM: NICK YOVINO, Director
Planning and Development Department

BY: CRAIG AGABASHIAN, Administrative Manager
Planning and Development Department

SUBJECT: REQUEST AUTHORIZATION TO EXECUTE AMENDMENT NO. 3 FOR \$300,000 TO THE PROFESSIONAL SERVICES AGREEMENT WITH URS CORPORATION FOR SERVICES RELATED TO THE PROCESSING OF DEVELOPMENT PROJECTS.

KEY RESULT AREAS

One Fresno

RECOMMENDATION

Staff recommends Council authorize the Planning and Development Department Director to execute Amendment No. 3 to the Professional Services Agreement with URS Corporation to reflect a \$300,000 increase in the total fee from \$630,000 to \$930,000.

EXECUTIVE SUMMARY

On February 2, 2007, Council approved a short term interim Amendment No. 2 to the URS Professional Services Agreement. The Planning and Development Department utilized the period during the short term Amendment to determine potential improvements both in Department and Consultant performance related to the Agreement. Planning and Development has determined that costs may be better controlled by converting to a flat fee type billing for final map processing services, as opposed to the time and materials charges per the initial Agreement. This requested amendment is to increase the total fee by \$300,000 from \$630,000 to \$930,000.

In addition, this Amendment is only for professional land surveying (final map processing) services, as this area currently represents the most immediate Planning and Development Department outsourcing need for which URS provides services. The flat fee per final map processed negotiated per this agreement should represent an approximate 14% reduction in ongoing final map processing fee charges to the City versus the time and materials charges per the initial Professional Services Agreement.

Through its performance review, the Planning and Development Department also determined that Department's efforts and costs are significantly increased when major changes are made by Developers to final maps in between map check submittals (e.g., lots are added or deleted, or street alignments are modified). In the future, the Planning and Development Department expects to bring forward to Council, a

request for a new Map Processing Fee that will address the additional costs created when major changes are made to final maps between map checks.

BACKGROUND

On October 4, 2005, City Council authorized the Planning and Development Department to enter into a \$300,000 agreement with URS Corporation for professional services. The agreement contracted for services relating to the review of land use and entitlement applications, building plan examination, professional land surveying, and traffic engineering services. On April 26, 2006, Council authorized Amendment No. 1 to the Professional Services Agreement reflecting an increase in the total fee from \$300,000 to \$600,000.

A short term, interim \$30,000 Amendment was approved by Council on February 27, 2007 to allow the Department and URS to complete some higher priority planning entitlements that were in process at the end of Amendment No. 1. In addition, the interim amendment allowed the Planning and Development Department time to complete its final review of the Professional Services Agreement's total performance. The interim amendment also included a minor reduction in the Consultant billing rates representing an approximate 6% decrease in ongoing fee charges to the City.

Planning and Development's review of the URS Professional Services Agreement resulted in the determination of potential improvements both in Department and Consultant performance. The Department has determined that costs may be better controlled by converting to a flat fee type billing per final map processed as opposed to time and materials charges. The initial Professional Services Agreement and subsequent Amendment Nos. 1 and 2 with URS provided a History of URS' processing times and costs, which allowed the department to determine the proper targets for flat fee and processing times.

The current Amendment No. 3 to the Professional Services Agreement is negotiated only for Final Map processing fees and their respective processing times, as this area currently represents the most immediate Planning and Development Department outsourcing need for which URS provides services.

KEY OBJECTIVE BALANCE

Authorizing the execution of Amendment No. 3 to the Professional Services Agreement balances all three key objectives. Customer service and employee satisfaction are enhanced when development projects' final maps are completed within established timelines. Proper financial management is achieved by outside consultants performing fee for service activities for projects that can not be addressed in a timely manner.

FISCAL IMPACT

The Planning and Development Department's FY2007 budget appropriated sufficient funds for entering this Professional Services Agreement Amendment with URS Corporation.

Attachments: Amendment No. 3
 Amendment No. 2
 Amendment No. 1
 Professional Services Agreement

AMENDMENT NO. 3 TO AGREEMENT

THIS AMENDMENT NO. 3 TO AGREEMENT, is made and entered into effective _____, 2007, by and between the CITY OF FRESNO, a municipal corporation (hereinafter referred to as "City"), and URS CORPORATION AMERICAS, a Nevada corporation, (hereinafter referred to as "Consultant".)

RECITALS

WHEREAS, the City and Consultant entered into an Agreement, dated October 1, 2005, as twice amended (hereinafter collectively referred to as the "Agreement"), for professional services variously including the review of land use and entitlement applications, building plan examination and professional land surveying, (hereinafter the "Project"); and

WHEREAS, the parties desire to modify the Agreement to provide Professional Land Surveying Services as related to the technical review and processing of Final and Parcel Maps, as directed in writing by the City's Director/Acting Director of Planning and Development/designee(s) thereof (hereinafter the "Additional Work"), upon the terms and conditions herein.

NOW THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree as follows:

1. The term of the Agreement is hereby extended through December 31, 2008, subject to such termination rights as are provided for hereunder.
2. The scope of work is modified to include the Additional Work.
3. The Consultant's compensation for the Additional Work shall be a flat fee of \$5500 per map processed to be paid in 50% installments; the first 50% installment (\$2750) will be billed upon Consultant's submittal to City of the respective map's first check comments and the second 50% installment (\$2750) will be billed upon Consultant's request to City for the map's mylars. The total compensation for the Additional Work under this Amendment No. 3 shall not exceed the sum of \$300,000.
4. Consultant will submit a billing Invoice every two weeks detailed by map, including: map number, stage of completion, current amount due, amount billed to date by map, amount billed in total per the invoice and amount billed in total to date for the Additional Work under this Amendment No. 3.
5. If the City directs Consultant to complete the final review of a map, and if for reasons beyond Consultant's control, the City's ability to provide mylars is delayed more than 60 days subsequent to URS' request for mylars; the second 50% installment of the flat fee may be invoiced by Consultant.
6. Upon effective date of this Amendment, Consultant will resubmit a summary of billed totals for all incomplete maps (i.e., Additional Work hereunder) for which Consultant

has previously performed work. The City will review and approve and thereupon compensate Consultant for the difference between \$2750 and the amount previously billed; if the amount previously billed is less than \$2750.

7. As part of the Additional Work hereunder the Parties will review initial map submittals for completeness and quality prior to acceptance from the Developers.

8. Consultant will complete comments on the first review of each map within 15 working days of receipt and will complete comments on subsequent reviews of each map within 7 working days of resubmittal. City's Director/Acting Director of Planning and Development/designee(s) thereof may in his/her sole discretion waive these time frames based on an average of all map reviews performed with consideration for delays caused by the developer.

9. Consultant hereby waives, and releases City from any and all claims, liabilities and damages arising from or related to the Agreement as amended by this Amendment No. 3.

10. All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

11. In all other regards, the Agreement as amended by this Amendment No. 3 shall be and remain in full force and effect.

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IN WITNESS WHEREOF, the Parties authorized agents have executed this Amendment No. 3 to Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO
a Municipal Corporation

URS CORPORATION AMERICAS
a Nevada Corporation

By:

By:

Name: Nick Yovino

Name:

Title:

Title:

ATTEST:
Rebecca E. Klisch
City Clerk

By:

APPROVED AS TO FORM:
James C. Sanchez

CONSULTANT: URS Corporation
Ralph Boyajian
30 River Park Place, Suite 180
Fresno, CA. 93720

By:

ROBERT R. COYLE, Deputy City Attorney

CITY:
City of Fresno
Planning and Development Department
Attention: Craig Agabashian
Administrative Manager
2600 Fresno Street, Room 3065
Fresno CA. 93721
Phone: 559-621-8003
Fax: 559-498-1012

AMENDMENT NO. 2 TO AGREEMENT

THIS AMENDMENT NO. 2 TO AGREEMENT, is made and entered into effective [Feb 27th, 2007], by and between the CITY OF FRESNO, a municipal corporation (hereinafter referred to as "City"), and URS CORPORATION AMERICAS, a Nevada corporation, (hereinafter referred to as "Consultant".)

RECITALS

WHEREAS, the City and Consultant entered into an Agreement, dated October 1, 2005, as once amended (hereinafter collectively referred to as the "Agreement"), for professional services variously including the review of land use and entitlement applications, building plan examination and professional land surveying, (hereinafter the "Project"); and

WHEREAS, the parties desire to modify the Agreement to allow for the completion of certain work-in-progress, as directed in writing by the City's Director/Acting Director of Planning and Development/designee(s) thereof (hereinafter the "Additional Work"), upon the terms and conditions herein.

NOW THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree as follows:

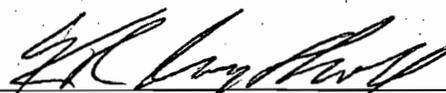
1. The term of the Agreement is hereby extended through December 31, 2007, subject to such termination rights as are provided for hereunder.
2. The scope of work is modified to add the Additional Work.
3. The Consultant's compensation for the Additional Work shall be as provided in the attached Rate Schedule except that the charge rate shall be at a 2.8 multiplier, provided that total compensation for the Additional Work shall not exceed the sum of \$30,000.
4. All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.
5. In all other regards, the Agreement as amended by this Amendment No. 2 shall be and remain in full force and effect.

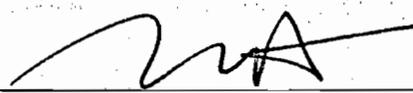
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IN WITNESS WHEREOF, the Parties authorized agents have executed this Amendment No. 2 to Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO
a Municipal Corporation

URS CORPORATION AMERICAS
a Nevada Corporation

By: 
Name

By: 
Name: Louis J. Armstrong

Title
Acting Director

Title: Vice President
Oakland Operations

ATTEST:
Rebecca E. Klisch
City Clerk

By: Erika Black 3/12/07

APPROVED AS TO FORM:
James C. Sanchez

CONSULTANT: URS Corporation
Ralph Boyajian
30 River Park Place, Suite 180
Fresno, CA. 93720

By: 
Deputy

CITY:
(address)

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this 2 day of May, 2006, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation, hereinafter referred to as "CITY", and URS CORPORATION AMERICAS, a Nevada corporation, hereinafter referred to as "CONSULTANT".

RECITALS

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated October 1, 2005, for professional services relating to the review of land use and entitlement applications, building plan examination, professional land surveying, and traffic engineering services, hereinafter referred to as "Agreement;" and

WHEREAS, the parties now desire to extend expiration of the Agreement to June 30, 2007, require additional services (other than "Traffic Engineering Services") in accordance with the scope of services and rate schedule set forth in Exhibit A of the Agreement, and increase the maximum total fee for such services from \$225,000 to \$525,000.

AGREEMENT

NOW, THEREFORE, the parties agree that the aforesaid Agreement be amended as follows:

1. CONSULTANT shall provide additional services as described in Exhibit A of the Agreement for those services other than for "Traffic Engineering Services." Such additional services shall be performed in accordance with the terms and conditions of the Agreement and shall include services and activities reasonably incidental or necessary thereto but not expressly referenced in Exhibit A of the Agreement.
2. The date of "December 31, 2006" in Section 4(a) of the Agreement is amended to read, "June 30, 2007."
3. The amount of "\$225,000" set forth twice in Section 3(a) of the Agreement is increased to read, "\$525,000". The amount of "\$205,000" in Section 3(a) of the agreement is increased to read, "505,000". The total cost of "Exhibit A Services (other than 'Traffic Engineering Services')" set forth under the Cost Schedule in Exhibit A of the Agreement as "not to exceed \$225,000" is amended to read, "not to exceed \$525,000."
4. CONSULTANT agrees that the CITY's total payments under the Agreement, as amended herein, shall not exceed in the aggregate the total sum of \$600,000.
5. The address and contact information for the CITY as contained on the

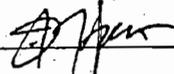
signature page of the Agreement, is amended to read as follows:

City of Fresno
Planning and Development Department
Attention: Craig Agabashian
2600 Fresno Street
Fresno, CA 93721
Phone: 559-621-8005
Direct: 559-621-8610
FAX: 559-498-1012

6. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated October 1, 2005, remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a municipal corporation

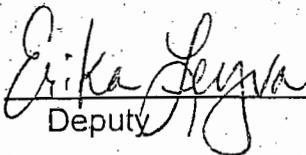
By 
Name Nick Yovino
Title Director

URS CORPORATION AMERICAS,
a Nevada corporation

By 
Name Louis J. Armstrong
Title Vice President

ATTEST:

REBECCA E. KLISCH
City Clerk

By: 
Deputy

APPROVED AS TO FORM:
JAMES C. SANCHEZ
Interim City Attorney

By: 
Senior Deputy

**AGREEMENT
CITY OF FRESNO, CALIFORNIA
CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into the 1 day of Oct., 2005 ("Effective Date"), by and between the CITY OF FRESNO, a municipal corporation (hereinafter referred to as "CITY"), and URS CORPORATION AMERICAS, a Nevada corporation (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain professional services related to the review of land use and entitlement applications, building plan examination, professional land surveying, and traffic engineering services hereinafter referred to as the "Project", and desires the CONSULTANT to provide the services described herein; and

WHEREAS, CONSULTANT is engaged in the business of furnishing services as professional planners, plans examiners, land surveyors, and traffic engineers and hereby represents that it is professionally capable of performing and is licensed to perform the services called for by this Agreement; and

WHEREAS, CONSULTANT acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 3-109 and Administrative Order 6-19; and

WHEREAS, this Agreement will be administered for CITY by its Development Director (hereinafter referred to as "Director") or his/her designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained, to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. CONSULTANT shall perform to the satisfaction of CITY, the services described in Exhibit "A", attached hereto and incorporated herein by reference.
2. Effective Date and Time for Performance. It is the intent of the parties that this Agreement be effective as of the Effective Date and continue in effect through the complete rendition of the services described in Exhibit "A", subject to earlier termination as provided in this Agreement. CONSULTANT shall complete rendition of such services in accordance with the Performance Schedule set forth in Exhibit "A".
3. Compensation.
 - (a) CONSULTANT'S sole compensation for satisfactory performance of all

services required or rendered pursuant to this Agreement, other than "Traffic Engineering Services" set forth in Exhibit "A", shall be a total fee not to exceed \$225,000, paid on the basis of the rates set forth in the Cost Schedule contained in Exhibit "A". Such fee includes all expenses incurred by CONSULTANT in performance of the services. CONSULTANT shall immediately notify Director or his/her designee upon incurring costs totaling \$205,000 of such \$225,000.

(b) CONSULTANT'S sole compensation for satisfactory performance of all "Traffic Engineering Services" (as set forth in Exhibit "A") required or rendered pursuant to this Agreement shall be a total fee not to exceed \$75,000, paid on the basis of the rates set forth in the Cost Schedule contained in Exhibit "A". Such fee includes all expenses incurred by CONSULTANT in performance of the services. CONSULTANT shall immediately notify Director or his/her designee upon incurring costs totaling \$70,000 of such \$75,000.

(c) Detailed statements shall be rendered monthly and will be payable by CITY within 30 days of receipt of an undisputed invoice.

(d) The parties may modify this Agreement to increase the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an agreed upon increase in CONSULTANT'S compensation. Any increase or change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. CONSULTANT shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies and Force Majeure.

(a) This Agreement shall terminate without any liability of CITY to CONSULTANT upon the earlier of : (i) CONSULTANT'S filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against CONSULTANT; (ii) 7 calendar days prior written notice with or without cause by CITY to CONSULTANT; (iii) CITY'S non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement on December 31, 2006.

(b) Immediately upon any termination or expiration of this Agreement, CONSULTANT shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to CITY any and all unearned payments and all properties and materials in the possession of CONSULTANT that are owned by CITY. Subject to the terms of this Agreement, CONSULTANT shall be paid compensation for services satisfactorily performed prior to the effective date of termination. CONSULTANT shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) In the event of termination due to failure of CONSULTANT to satisfactorily perform in accordance with the terms of this Agreement, CITY may withhold an amount that would otherwise be payable as an offset to, but not in excess of, CITY'S

damages caused by such failure. In no event shall any payment by CITY pursuant to this Agreement constitute a waiver by CITY of any breach of this Agreement which may then exist on the part of CONSULTANT, nor shall such payment impair or prejudice any remedy available to CITY with respect to the breach.

(d) Upon any termination or expiration of the Agreement, CITY may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that CITY improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(e) CONSULTANT shall provide CITY with adequate written assurances of future performance, upon Director's request, in the event CONSULTANT fails to comply with any terms or conditions of this Agreement.

(f) CONSULTANT shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTANT and without its fault or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. CONSULTANT shall notify Director in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Director of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

(a) Any reports, information, or other data prepared or assembled by CONSULTANT pursuant to this Agreement shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the City Manager. During the term of this Agreement, and thereafter, CONSULTANT shall not, without the prior written consent of CITY, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of CITY, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in CITY.

(b) Any and all writings and documents prepared or provided by CONSULTANT pursuant to this Agreement are the property of CITY at the time of preparation and shall be turned over to CITY upon expiration or termination of the Agreement. CONSULTANT shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as CONSULTANT represents to CITY that CONSULTANT is skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, CITY relies upon the skill of CONSULTANT to do and perform the services in a skillful manner and CONSULTANT agrees to thus perform the services. Acceptance of the services by CITY shall not operate as a release of CONSULTANT from said standards of said profession.

7. Indemnification. Except with regard to professional negligent errors and omissions, as provided in the paragraph below, to the furthest extent allowed by law, CONSULTANT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, CONSULTANT or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of CONSULTANT'S performance of this Agreement. CONSULTANT'S obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active or passive negligence or by the willful misconduct of CITY or any of its officers, officials, employees, agents or volunteers.

Specifically regarding professional negligent errors and omissions, CONSULTANT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, CONSULTANT or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), to the proportionate extent that it arises out of or in connection with the professional negligent errors or omissions of CONSULTANT in the performance of this Agreement.

If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraphs.

This section shall survive termination or expiration of this Agreement.

8. Insurance. Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by CITY'S Risk Manager. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as ISO "occurrence" form CG 0001 and shall include coverage for Products and Completed Operations, Personal Injury and Advertising Liability, and Blanket Contractual Liability for bodily injury and property damage with combined single limits of not less than \$1,000,000 per occurrence.

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance, endorsed for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence.

(iii) PROFESSIONAL LIABILITY insurance (Errors and Omissions) with a limit of liability of not less than \$1,000,000 per claim.

(iv) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(v) EMPLOYERS' LIABILITY insurance (if CONSULTANT has employee(s) or at such time as he/she employs such person(s) during the life of this Agreement) with minimum limits of \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions.

The above described policies of insurance shall be endorsed to provide an unrestricted 30 calendar day written notice in favor of CITY of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a 10 calendar day written notice of such cancellation of coverage. **In the event any policies are due to expire during the term of this Agreement, CONSULTANT shall provide a new certificate evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy(ies).** Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, CONSULTANT shall file with CITY a new certificate and all applicable endorsements for such policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name CITY, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so CONSULTANT'S insurance shall be primary and no contribution shall be required of CITY. In the event claims made forms are used for any Professional Liability coverage, either (i) the policy(ies) shall be endorsed to provide not less than a 5 year discovery period, or (ii) the coverage shall be maintained for a minimum of 5 years following the termination of this Agreement and the requirements of this section relating to such coverage shall survive termination or expiration of this Agreement. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers. **CONSULTANT shall have furnished CITY with the certificate(s) and**

applicable endorsements for ALL required insurance prior to CITY'S execution of the Agreement. If at any time during the life of the Agreement or any extension, CONSULTANT fails to maintain the required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTANT shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement.

If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide insurance protection in favor of CITY, its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with CONSULTANT and CITY prior to the commencement of any work by the subcontractor.

9. General Terms.

(a) Except as otherwise provided by law, all notices expressly required of CITY within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the City Manager or his/her designee.

(b) In performing the work or services to be provided hereunder, CONSULTANT shall not employ or retain the services of any person while such person either is employed by CITY or is a member of any CITY council, commission, board, committee, or similar CITY body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) Records of CONSULTANT'S expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to CITY or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of CONSULTANT pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This Section 9(c) shall survive expiration or termination of this Agreement.

10. Conflict of Interest and Non-Solicitation.

(a) Prior to CITY'S execution of this Agreement, CONSULTANT shall complete a City of Fresno conflict of interest disclosure statement. Said statement is attached hereto as Exhibit "B" and incorporated herein by reference. During the term of this Agreement, CONSULTANT shall have the obligation and duty to immediately notify CITY in writing of any change to the information provided by CONSULTANT on Exhibit "B."

(b) CONSULTANT shall comply, and require any of its subcontractors to comply, with all laws and regulations including, without limitation, conflict of interest laws, such as Government Code 1090 et. seq., the California Political Reform Act (Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of CITY, CONSULTANT shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, CONSULTANT and the respective subcontractor(s) are in full compliance with all laws and regulations. CONSULTANT shall take, and require any subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, CONSULTANT shall immediately notify CITY of these facts in writing.

(c) CONSULTANT represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither CONSULTANT, nor any of CONSULTANT'S subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project. CONSULTANT and any of its subcontractors shall have no interest, direct or indirect, in any other contract in connection with this Project unless such interest is fully disclosed to and approved by CITY, in advance and in writing.

11. Nondiscrimination. CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. During the performance of this Agreement, CONSULTANT agrees as follows:

(a) CONSULTANT will comply with all laws and regulations, as applicable, providing that no person in the United States shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) CONSULTANT will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. CONSULTANT shall take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age,

sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of CONSULTANT'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12. Independent Contractor.

(a) In the furnishing of the services provided for herein, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between CONSULTANT and CITY. CONSULTANT shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Agreement, CONSULTANT shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, CONSULTANT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, CONSULTANT shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of CONSULTANT'S employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or

interest in CITY employment benefits, entitlements, programs and/or funds offered employees of CITY whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, CONSULTANT may be providing services to others unrelated to CITY or to this Agreement.

13. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

14. Binding. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

15. Assignment.

(a) This Agreement is personal to CONSULTANT and there shall be no assignment by CONSULTANT of its rights or obligations under this Agreement without the prior written approval of CITY. Any attempted assignment by CONSULTANT, its successors or assigns, shall be null and void unless approved in writing by CITY.

(b) CONSULTANT hereby agrees not to assign the payment of any monies due CONSULTANT from CITY under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). CITY retains the right to pay any and all monies due CONSULTANT directly to CONSULTANT.

16. Compliance With Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

17. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

18. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue

for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

19. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

20. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

21. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

22. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

23. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

24. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and CONSULTANT.

25. Recycling Program. In the event CONSULTANT maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, CONSULTANT at its sole cost and expense shall:

- (i) Immediately establish and maintain a viable and ongoing recycling program, approved by CITY'S Solid Waste Management Division, for each office and facility. Literature describing CITY recycling programs is available from CITY'S Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.

- (ii) Immediately contact CITY'S Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- (iii) Cooperate with and demonstrate to the satisfaction of CITY'S Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

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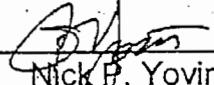
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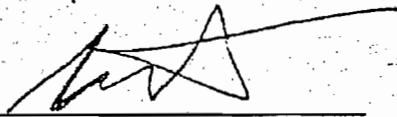
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IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a municipal corporation

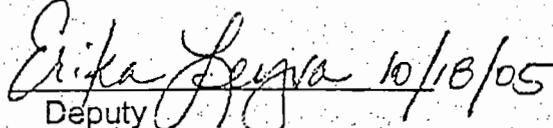
URS CORPORATION AMERICAS,
a Nevada corporation

By: 
Nick P. Yovino, Director
Planning and Development Dept.

By: 
Name: Louis Armstrong

ATTEST:
REBECCA E. KLISCH
City Clerk

Title: Vice President

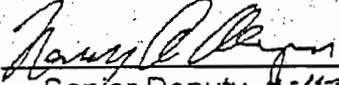
By:  10/18/05
Deputy

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
HILDA CANTU MONTOY
City Attorney

By: 
Senior Deputy 10-11-05

Addresses:

CITY:
City of Fresno
Planning and Development Dept.
Attention: Lisa LeBlanc,
Administrative Manager
2600 Fresno Street
Fresno, CA 93721
Phone: 559-621-8003
Direct: 559-621-8030
FAX: 559-498-1012

CONSULTANT:
URS Corporation
Attention: Eric J. VonBerg, Planning
Manager
30 River Park Place, West
Suite 180
Fresno, CA 93720
Phone: 559-256-1444
Direct: 559-256-1458
Cellular: 559-349-5505
FAX: 559-256-1478
eric_vonberg@urscorp.com

Attachments:

1. Exhibit "A" - Scope of Services/Rate Schedule
2. Exhibit "B" - Conflict of Interest Disclosure Form

EXHIBIT "A"
To
**Agreement between City Of Fresno
and URS Corporation – Professional Planning, Plan Check, Land Surveying,
and Traffic Engineering Services**

Scope Of Services

OVERVIEW:

CONSULTANT shall provide **Professional Planning Services** as related to the review and processing of the following entitlement applications:

1. Conditional Use Permit (CUP)
2. Rezoning (ERZN)
3. Annexation
4. Site Plan Review (SPR)

CONSULTANT shall provide **Building Plan Examination Services** as related to the review and processing of the following plans:

1. Single family dwellings and alterations to existing single family dwellings
2. New construction of multifamily and commercial occupancies and alterations to existing multifamily and commercial occupancies

CONSULTANT shall provide **Professional Land Surveying Services** as related to the review and processing of the following:

1. Maps (Final, Parcel and Tentative)
2. Condominium Maps
3. Certificate of Corrections
4. Right of Way Requirements for Mapping, Acquisitions, Offers of Dedications and Easements (Coordinate Review of Record of Surveys with the Fresno County Surveyor)
5. Easements for Special Circumstances, Public Facility Requirements

CONSULTANT shall provide **Traffic Engineering Services** as related to the review and processing of the following:

1. Street construction plans
2. Signing and striping plans, including transitions from new to existing
3. Streetlight plans
4. Traffic Signal Plans
5. Railroad crossing plans

CONSULTANT will provide a written *Estimated Cost To Complete* upon receipt of each work order and task assigned by CITY for Building Plan Examination Services and Professional Land Surveying Services under this Agreement.

PROFESSIONAL PLANNING SERVICES:

CONSULTANT shall utilize the CITY's proforma documents for each entitlement application, provided by CITY, to complete the review and processing of applications. These forms may include the CITY's Application Processing Form, Environmental Assessment/Initial Study (Categorical Exemption, Finding of Conformity and Mitigated Negative Declaration), Conditions of Approval, Staff Report Director Action Letter, Notice of Granting, Final Action Letter, Planning Commission Resolution, and City Council Ordinance Bill. CONSULTANT shall apply the appropriate principles and practices of urban land use planning in the performance of these duties.

Specific Deliverables:

CONSULTANT shall review and process Entitlement Applications in accordance with the steps set forth below. Entitlement Applications are defined in this contract as Site Plan Review Applications, Conditional Use Permit Applications, Annexations, and Rezone Applications.

Subject to the express exclusions noted below (under Exclusions), the review and processing of Entitlement Applications require that CONSULTANT perform the following steps unless otherwise noted:

1. Completion of the Application Processing Form (for Site Plan Review and Conditional Use Permit Applications only) in accordance with the respective proforma document for application being processed. This step will include the following:
 - Site visit, including reconnaissance of surrounding area, and taking photographs of the project site and immediate vicinity.
 - Researching of previous land use entitlement applications for the subject site
 - Recommending appropriate action of Application to the Director

2. Completion of the appropriate Environmental Assessment/Initial Study document (Categorical Exemption, Finding of Conformity or Mitigated Negative Declaration) in accordance with the respective proforma document. This step will include the following:
 - Analysis of comments received from other Departments/Agencies in regards to the environmental impact of the proposed project.
 - Complete Environmental Evaluation using CITY's CEQA Environmental Checklist.
 - Identify potentially significant impacts.
 - Review identified potentially significant impacts with CITY to obtain its concurrence that the impacts are potentially significant.

- Consult with appropriate C Departments and agencies to assess potentially significant impacts concurred in by CITY.
 - Provide appropriate project description for publication in the Fresno Bee as related to the environmental finding for the project (not required for Categorical Exemptions).
3. Completion of the Conditions of Approval (for Site Plan Review and Conditional Use Permit Applications) or the Staff Report (for Rezone Applications) in accordance with the respective proforma document provided. This process will include the analysis of the project in relationship to the following:
 - Fresno Municipal Code
 - Applicable land use plans (i.e., General, Community, Specific, Redevelopment, and/or Airport Plans)
 - Applicable policies (i.e. Policy for Review of Communication Towers)
 - Applicable comments from other CITY departments and/or outside agencies.
 - Apply the appropriate principles and practices of urban planning in the performance of this duty.
 4. Transfer of all required notes onto master set of exhibits resulting from CONSULTANT analysis and from comments of other responding departments and/or agencies (for Site Plan Review and Conditional Use Permit Applications only).
 - Provide one set of the marked-up exhibits for the file and one set of the marked-up exhibits for the applicant for a total of two sets of exhibits.
 - Leave all marked-up exhibits (from Traffic, Fire, etc.) in the file attached to the appropriate department/agency comments.
 5. Completion of a Notice of Public Hearing for Planning Commission (for Rezone Applications and Appealed Site Plan Review and Conditional Use Permit Application only). Completion of a Notice of Public Hearing for City Council (for Rezone Applications only).
 6. Completion of the Director Action Letter in accordance with the respective proforma document provided (For Site Plan Review and Conditional Use Permit Applications only).
 7. Completion of the Notice of Granting in accordance with the respective proforma document provided (For Rezone and Conditional Use Permit Applications only).
 8. Completion of the Final Action Letter in accordance with the respective proforma document provided (For Rezone and Conditional Use Permit Applications only)
 9. Completion of the Planning Commission Resolution and the City Council Ordinance Bill, if required, in accordance with the respective proforma document provided.

10. Organize and tab the Application file per CITY standards:

General File order (from the bottom to the top)

- (Bottom) HTE receipt (pz no.)
 - Grant Deed and Authorization
 - APN Map/Aerial photo, any other maps, and photographs of the project site and immediate vicinity
 - Operational Statement – provided by the applicant
 - Comments received from other departments and/or agencies – in the order pursuant to the routing sheet. Tab all department and/or agency comments.
 - Routing sheet – which departments and/or agencies received project for review and comment
 - Environmental Assessment
 - Staff memorandum/analysis
 - Conditions of project approval or Staff Report
 - Exhibits (for Site Plan Review and Conditional Use Permit Applications only)
 - Action letter (approval or denial letter) (for Site Plan Review and Conditional Use Permit Applications only)
 - Final Action letter (i.e., Final Action Letter notifying the applicant that no appeals were received and that they may now obtain their building permits. Projects that are denied and site plan review applications will not have this letter. Final Action letters for Rezone Applications will indicate the decision of the Planning Commission and City Council and will have the Planning Commission Resolution and the City Council Ordinance Bill attached.)
 - (Top) Application
11. Return the file to the Director once all of the above tasks have been completed. Rezone Application files shall be submitted to the Director at least two (2) weeks prior to the scheduled Public Hearing to be determined by CITY.
12. If the CITY reviews the entitlement application once all tasks have been completed by CONSULTANT and deems major changes will be required to the document(s) prepared by the CONSULTANT, the CONSULTANT shall take the file and make the necessary changes to the document(s) and shall return the file to the Director once changes are complete.
13. Insertion of the necessary action dates into the documents prepared by the CONSULTANT once the Director has taken action on the entitlement application (Site Plan Review and Conditional Use Permit Applications only) and placing final electronic version of the document(s) on the CONSULTANT'S website so that the documents are available to the CITY to print and mail out on the same day as the Director's action.

14. CONSULTANT shall be required to assist in the public hearing process and to appear at all public hearings before the Planning Commission and the City Council for all applications requiring a public hearing.

Exclusions

The following tasks related to the application process are expressly excluded from CONSULTANT's scope of services:

1. Creation of the Entitlement Application file folder to be provided to the CONSULTANT once all applicable agencies have responded and the comments have been placed in that file.
2. Routing of the application and Request for Comments form to all necessary departments and/or agencies in order to elicit comments for the project.
3. Serving as designated addressee for receiving all comments from the departments/agencies that were routed a Request for Comment form.
4. Taking action on the subject application (i.e., approving or denying).
5. Mailing the Director Action Letter, Conditions of Approval, set of exhibits to the applicant, and sending a copy of the Director Action Letter to the property owner.
6. Mailing the Notice of Granting to the applicant, owner of the subject site, and property owners within 350 feet of the subject site when a Notice of Granting is required.
7. Receiving and reviewing all appeal letters and responding, as appropriate, to any related appeals with assistance, as needed, from the CONSULTANT.
8. In the event of an appeal of the Director's action on the Entitlement application, preparing the staff report, presenting same to the Planning Commission, scheduling the hearing, and noticing the property owners within 350 feet of the subject site of the public hearing.
10. Completing the corrected exhibit process (including preparing any necessary covenants) for the Entitlement Application and the granting of any final approval of the project prior to issuance of building permits.
11. Completing the Notice of Determination and filing it with the County Clerk, if required.

BUILDING PLAN EXAMINATION SERVICES:

CONSULTANT will provide plan examination services for CITY as follows:

1. Plan examination to the latest adopted editions of the California Building Standards Code in the California Code of Regulations, Title 24, including the California Building Code, California Electrical Code, California Mechanical Code, California Plumbing Code, and California Energy Code, as appropriate for the occupancy classification and project. Plan examinations will not include fire and life safety features subject to the jurisdiction of the Fire Official: i.e. fire alarms, fire sprinklers, control rooms, and fire truck connections to the building.
2. Plan examination for compliance to any City Municipal Code modifying or adding to the California Building Standards Code in Title 24, and any designated Very High Fire Hazard Severity Zones.
3. Plan examination for the use and installation of manufactured homes, factory-built housing including building component systems, and commercial modulars (formerly known as commercial coaches) as regulated by California Code of Regulations, Title 25, as applicable.
4. Availability by telephone, fax, or other electronic media to assist the applicant/designer in responding to the plan examination comments except that CONSULTANT will not assume a design role.
5. Propose use of alternate methods of construction or materials to the City Building Official for approval. Such submittals will include a recommendation for either approval or denial, and rationale.
6. Return to CITY approved plans and tracking log, or in the case where corrections are appropriate, written and or electronic notification of plan examination comments to the City. CONSULTANT will coordinate and gain approval from the City when plans may be approved with "redline corrections" of minor violations or issues.
7. The City will deliver plans to CONSULTANT using the U.S. Mail or other appropriate delivery means. CONSULTANT will return plans to CITY by overnight delivery service. Where no overnight service is available, CONSULTANT will return plans by U.S. Mail or other appropriate delivery service.
8. CONSULTANT'S written comment letters to the person responsible for the examined plans and support documents will describe any code violation in full with reference to sheet and detail identification, and specific codes and sections relating to each comment as applicable.
9. A plan examination shall mean a review of structural, fire and life safety not subject to the jurisdiction of the Fire Official, plumbing, electrical, mechanical, energy conservation and accessibility provisions. A partial plan examination will include only those elements determined by the City.

Technical Support: CONSULTANT will provide technical support when mutually agreed between CONSULTANT and CITY. To that end, CONSULTANT will attend pre-construction and pre-design meetings and make field visits and provide support for field inspection personnel on an as-requested basis.

PROFESSIONAL LAND SURVEYING SERVICES:

Assist staff of the City Planning and Development Department to meet established City of Fresno guidelines for "Land Division & Engineering Procedures" and to comply with required state mandated examination of application submittals in compliance with the Subdivision Map Act and Land Surveyors Act pertaining to maps, legal descriptions, reports or other documentary evidence, in particular but not limited to the following:

- Final Maps
- Tentative Maps
- Parcel Maps
- Condominium Maps
- Environmental Subdivisions
- Certificate of Corrections
- Lot Line Adjustments (Coordinate Review of Record of Surveys with the Fresno County Surveyor)
- Right of Way Requirements for Mapping, Acquisitions, Offers of Dedications and Easements (Coordinate Review of Record of Surveys with the Fresno County Surveyor)
- Easements for Special Circumstances, Public Facility Requirements

When services are requested, a request will be made for the applicant's Surveyor / Engineer to provide current title report(s), current vesting grant deed(s), supporting documents and any referenced easement / right of way documents particular to each project assigned.

TRAFFIC ENGINEERING SERVICES:

CONSULTANT will provide traffic engineering services for the CITY as follows:

CONSULTANT will provide "on-site" plan review assistance to the Department of Public Works in Fresno City Hall by a civil engineer registered in the State of California, or as approved by the CITY's Public Works Director, with strong emphasis in review of street, signing and striping, streetlight and traffic signal plans. The assignment by CONSULTANT of such engineer shall be subject to the approval of the CITY's Public Works Director, and CONSULTANT shall not assign another to perform on behalf of CONSULTANT without the prior written approval of the CITY's Public Works Director.

CONSULTANT shall be on-site during CITY business hours for two (2) consecutive days, either Monday and Tuesday or Thursday and Friday, as determined by the Public Works Director. City reserves the right to request additional hours of service upon written notification given at least five working days before expected services are to be provided.

CONSULTANT shall perform the task assignments received from the Public Works Director or his/her designee. All work products shall be submitted to the Public Works Director or his/her designee for review and approval prior to returning to the engineer of record.

CONSULTANT shall review plans prepared by other civil engineers for the following:

- Street construction plans
- Signing and striping plans, including transitions from new to existing
- Streetlight plans
- Traffic Signal Plans
- Railroad crossing plans

CONSULTANT will represent the CITY in meetings with the engineer of record to discuss plan review comments as requested by CITY and provide other related services.

Plans shall be reviewed by CONSULTANT in accordance with standard performance measures for the Public Works Department and in accordance with the City of Fresno's Standard Specifications and Drawings.

CONSULTANT will have access to an office cubicle, telephone and computer equipped with standard Microsoft Office software, as designated by CITY's Public Works Director, for its use while on-site.

COST SCHEDULE

FEE FOR 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 rate of 3.00 times the raw salary of CONSULTANT's staff, or person's under CONSULTANT's supervision, performing the work. The hourly rate (raw salary) and multiplier table is set forth below.

Overtime (hours worked in excess of eight (8) hours per day) by exempt personnel will be charged at the above multiplier. Overtime by non-exempt personnel will be charged at 1.3 times the straight times rate. For purposes of this Agreement, "exempt personnel" shall mean those employees engaged in a bonafide executive, administrative or professional capacity as defined by the Federal Wage-Hour Law and are guaranteed a weekly wage; and "non-exempt personnel" shall mean those employees whose duties do not exempt them from overtime pay, i.e. clerical.

The mileage charge for personal vehicles used on project assignments will be the current mileage rate established by the Internal Revenue Service. Rental vehicles and travel expenses will be charged at cost plus 10%. Overnight delivery services will be charged at cost plus ten percent.

Out-of-pocket incidental costs, such as mailings, use of databases, telephone, printing, parking, are included in Hourly Rate.

Total cost of Exhibit A Services (other than "Traffic Engineering Services") not to exceed \$225,000. Total cost of Exhibit A "Traffic Engineering Services" not to exceed \$75,000.

TITLE	Hourly Rate	3.0 Multiplier Charge Rate
Principal Professional MGR1(planning)	64.70	194.10
Senior Project Professional	40.64	121.92
Professional (planning)	26.65	79.95
Staff Professional (planning)	25.00	75.00
Project Assistant/Word Processor	18.36	55.08
Survey Manager, EXC1	67.54	202.62
Project Surveyor, MAN 1MAN1	50.30	150.90
Assoc. Surveyor, ENG4TEC4	38.22	114.66
Project Surveyor, TEC3	37.12	111.36
Party Chief, TEC3	40.20	120.60
Field Tech, TEC2	34.12	102.36
Project Coordinator, CLE3	26.16	87.48

Performance Schedule

Professional Planning:

CONSULTANT will provide an estimated time to complete upon receipt of each work order. Work shall be undertaken and completed in a sequence assuring expeditious completion within such estimated time. Director or his/her designee may withdraw any work order and CONSULTANT shall immediately cease work thereon.

Building Plan Examination:

CONSULTANT will provide plan examinations with the following turn-around times from receipt of the respective work order:

1. 12 working days for complete plans for the construction of a single-family dwelling.
2. 12 working days for complete plans of a tenant improvement to an existing commercial occupancy.
3. 15 working days for complete plans for the construction of a new building containing multifamily or commercial occupancies, limited to two stories or 100,000 square feet.
4. 20 working days for complete plans for the construction of any a building containing multifamily or commercial occupancies exceeding two stories or more than 100,000 square feet.
5. Rechecks will be completed within 7 working days.

Land Surveying:

CONSULTANT will provide an estimated time to complete for each work order, submitted with each *Estimated Cost To Complete*. Work shall be undertaken and completed in a sequence assuring expeditious completion within such estimated time. The Director or his/her designee may withdraw any work order at any time and CONSULTANT shall immediately cease work thereon.

Traffic Engineering:

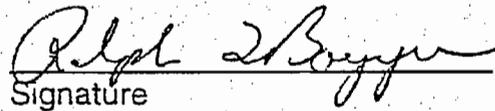
CONSULTANT will provide the Director or his/her designee and the CITY's Public Works Director or his/her designee, an estimated time to complete upon receipt of each work order and task assigned. Work shall be undertaken and completed in a sequence assuring expeditious completion within such estimated time. CITY's Public Works Director or his/her designee may withdraw any work order or assignment at any time and CONSULTANT shall immediately cease work thereon.

EXHIBIT "B"

DISCLOSURE OF CONFLICT OF INTEREST

Professional Planning, Building Plan Check, Land Surveying and Traffic Engineering Services

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?		X
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?		X
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?		X
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?		X
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?		X
* If the answer to any question is yes, please explain in full.			


Signature

Ralph Boyajian, Office Manager
(name)

URS CORPORATION
(company)

30 River Park Place, Suite 180
(address)

Fresno, CA 93720
(city state zip)