

Council Meeting of
May 8, 2012

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

**SUBJECT: Community Development – Award agreement for design of the
Downtown Torrance Pedestrian Improvements Project.**

Expenditure: \$114,775.

RECOMMENDATION

Recommendation of the Community Development Director that City Council award a Consulting Services Agreement to John M. Cruikshank Consultants, Inc. (JMC² /PMC) in the amount of \$114,775 following the review process for submittals received through a Request for Proposal for the design of the Downtown Torrance Pedestrian Improvement Project. (RFP B2011-06)

Funding

\$97,815 Project T115 Downtown Torrance Pedestrian Improvement
\$16,960 Public Works I-94 Residential Rehabilitation Project

BACKGROUND AND ANALYSIS

The City was awarded funding for a \$1,118,000 Downtown Torrance Pedestrian Improvement Project (The Project) through the 2009 Metropolitan Transportation Authority Call for Projects. City staff applied for these funds as a part of the continued efforts to revitalize and beautify the Downtown. The Project will add landscaping, locational signage, lane chokers for reduced crossing distance, improve ADA accessibility, and implement a number of other improvements throughout the Downtown area.

While the funds for The Project will be used throughout the area, the primary target will be to rehabilitate the pedestrian atmosphere along Cravens Avenue. Its sidewalks are, in many cases, damaged and overall inconsistent with the rest of the Downtown. In order to take full advantage of the grant, The Project was combined with a street rehabilitation project outlined in Public Works' Capital Budget. The City hopes that an improved pedestrian environment will promote walking and help stimulate the local business economy.

Since the passage of ABX1-26 and the dissolution of redevelopment agencies, staff has been working with Finance to secure alternative funding sources in order to complete The Project. On April 17th, 2012, the City approved the use of \$100,000 in local Gas Tax funds for the design phase of The Project. After extensive review of a Request for Proposals to select a design engineering firm for The Project, staff has identified JMC2/PMC as the most qualified firm for a total design cost of \$114,775. This amount includes the \$16,960 in street rehabilitation work along Cravens Avenue, to be paid for out of the Public Works Residential Rehabilitation I-94 account. The remaining \$97,815 of design costs will be covered by the Project T115 Downtown Torrance Pedestrian Improvement.

In order to determine the most qualified firm for the design of the Project's improvements, a Request for Proposals (RFP) was mailed out to interested prospective engineering firms on November 10, 2010 and subsequently posted online and in the Daily Breeze. Proposals were collected at 2:00 P.M. on February 24, 2011. Ten eligible proposals were submitted from the following Engineering and/or Design Firms:

- AGA Design Group
- APA Engineering
- Bureau Veritas
- DCA Civil Engineering
- John M. Cruikshank Consultants, Inc. (JMC² /PMC)
- KOA Corporation
- KPFF Consulting Engineers
- NUVIS
- Plotnik & Associates
- RRM Design Group

A selection committee made up of members of City staff was formed to review and score all eligible proposals based on project understanding, the firms' capability/strength, experience with similar projects, timely project schedule, and cost effectiveness in relation to their proposed budget. Participants in the selection committee were chosen to represent diverse and relevant skill sets with the goal of selecting the proposal most responsive to the goals of the project and the needs of the City.

The committee was comprised of three (3) members:

- Carolyn Chun, Senior Planning Associate, Community Development
- Marina Martos, Planning Assistant, Community Development
- Lea Reis, Associate Engineer, Public Works

Following an internal review period, interviews were held with the top six (6) of the ten (10) proposing firms on July 6th, 7th, and 12th, 2011, in order to obtain further details of the proposals. The top six firms were chosen because they best met the goals of the Project and included: Bureau Veritas, JMC²/PMC, KOA Corporation, KPFF Consulting Engineers, NUVIS, and RRM Design Group.

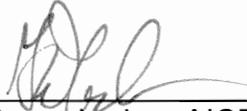
The selection committee has identified the proposal submitted by JMC²/PMC as the most compatible with the goals of the Project and the needs of the City. JMC²/PMC's proposal was chosen partly due to the firms' extensive experience related directly to pedestrian improvements projects. Founded in 1996 and 1995 respectively JMC² and PMC's partnership provides expert surveying, engineering, planning and design services to its clients with many of its recent projects including streetscape and pedestrian improvements. Located in nearby San Pedro, JMC²/PMC has extensive experience working in the South Bay area. Their proposal demonstrated the closest understanding of the City's project goals and estimated budget as well as a sincere willingness to mold the scope of services to the needs of the City. The selection committee felt that JMC²/PMC's proposal offered the broadest scope of services for the amount of funds requested, making the proposal the most cost effective choice for the City.

Community Development staff recommends that the Council authorize the City of Torrance to approve a Consulting Services Agreement with JMC²/PMC for the drafting and design of pedestrian upgrades related to the Downtown Torrance Pedestrian Improvements Project.

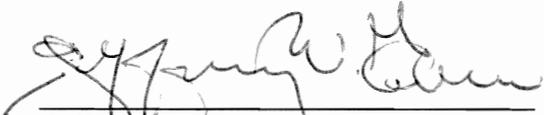
Respectfully submitted,

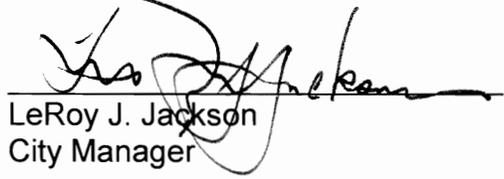
Jeffery W. Gibson
Community Development Director

By: _____


Gregg Lodan, AICP
Planning Manager

CONCUR:


Jeffery W. Gibson
Community Development Director


LeRoy J. Jackson
City Manager

Attachment: A) Consulting Services Agreement – JMC²/PMC (**Limited Distribution**)

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of May 1, 2012 (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and JOHN M. CRUIKSHANK CONSULTANTS, INC., a California corporation (“CONSULTANT”).

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONSULTANT to draft and design pedestrian improvements along Cravens Avenue between Torrance Boulevard and Carson Street, and other improvements throughout the Downtown Torrance Area .
- B. In order to obtain the desired services, the CITY has circulated its Request for Proposal for the Downtown Torrance Pedestrian Improvement Project, RFP No. B2011-06 (the “RFP”).
- C. CONSULTANT has submitted a Proposal (the “Proposal”) in response to the RFP. In its Proposal CONSULTANT represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, the CITY is willing to award the contract to CONSULTANT.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT will provide the services and install those materials listed in CONSULTANT’s Proposal submitted in response to the RFP. A copy of the RFP is attached as Exhibit A. A copy of the Proposal is attached as Exhibit B.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through April 30, 2015.

3. COMPENSATION

A. CONSULTANT’s Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the compensation schedule set forth in the Proposal; provided, however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$114,775 (“Agreement Sum”), unless otherwise first approved in writing by the CITY.

B. Schedule of Payment.

Provided that the CONSULTANT is not in default under the terms of this Agreement, upon presentation of an invoice, CONSULTANT will be paid monthly, within 30 days after the date of the monthly invoice.

4. **TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:
 - a. cease operations as directed by CITY in the notice;
 - b. take actions necessary, or that CITY may direct for the protection and preservation of the work; and
 - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONSULTANT, the CITY may, at the expense of the CONSULTANT and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONSULTANT under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONSULTANT and its surety from liability for the default. Under these circumstances, however, the CONSULTANT and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.
3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONSULTANT or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONSULTANT or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the City determines to be so serious and compelling as to affect CONSULTANT's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONSULTANT has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. **RETENTION OF FUNDS**

CONSULTANT authorizes the CITY to deduct from any amount payable to CONSULTANT (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONSULTANT's acts or omissions in performing or failing to perform CONSULTANT's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONSULTANT, or any indebtedness exists that appears to be the basis for a claim of lien, the CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONSULTANT to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

7. **THE CITY'S REPRESENTATIVE**

Carolyn Chun is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONSULTANT.

8. CONSULTANT REPRESENTATIVE(S)

The following principal(s) of CONSULTANT are designated as being the principal(s) and representative(s) of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

John M. Cruikshank, RCE (C50792)

9. INDEPENDENT CONTRACTOR

The CONSULTANT is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as otherwise set forth in this Agreement. The CONSULTANT may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

10. BUSINESS LICENSE

The CONSULTANT must obtain a City business license prior to the start of work under this Agreement, unless CONSULTANT is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONSULTANT warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

By executing this Agreement, CONSULTANT warrants that CONSULTANT (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONSULTANT warrants that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONSULTANT discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONSULTANT must immediately inform the CITY of that fact and may not proceed except at CONSULTANT's risk until written instructions are received from the CITY.

13. CARE OF WORK

CONSULTANT must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

14. CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONSULTANT's time pertaining to the project, and records of accounts between the CITY and the CONSULTANT, will be kept on a generally recognized accounting basis. CONSULTANT will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONSULTANT will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONSULTANT will indemnify, defend, and hold harmless CITY, the Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONSULTANT, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONSULTANT's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONSULTANT will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONSULTANT will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES

No officer or employee of the CITY will be personally liable to CONSULTANT, in the event of any default or breach by the CITY or for any amount that may become due to CONSULTANT.

17. INSURANCE

A. CONSULTANT must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

- (1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - (a) Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
 - (b) Primary Property Damage of at least \$250,000 per occurrence; or
 - (c) Combined single limits of \$1,000,000 per occurrence.
- (2) General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
- (3) Professional liability insurance with limits of at least \$1,000,000 per occurrence.

(4) Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.

- B. The insurance provided by CONSULTANT will be primary and non-contributory.
- C. CITY ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- D. CONSULTANT must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. **SUFFICIENCY OF INSURERS**

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONSULTANT agrees that the minimum limits of any insurance policies and/or performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

19. **CONFLICT OF INTEREST**

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

21. **PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either the CITY or CONSULTANT without the prior written consent of the other.

22. **INTEGRATION; AMENDMENT**

This Agreement represents the entire understanding of the CITY and CONSULTANT as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. **INTERPRETATION**

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. **SEVERABILITY**

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. **TIME OF ESSENCE**

Time is of the essence in the performance of this Agreement.

26. **GOVERNING LAW; JURISDICTION**

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. **COMPLIANCE WITH STATUTES AND REGULATIONS**

CONSULTANT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. **WAIVER OF BREACH**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. **ATTORNEY'S FEES**

Except as set forth in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONSULTANT'S AUTHORITY TO EXECUTE

The person(s) executing this Agreement on behalf of the CONSULTANT warrant that (i) the CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONSULTANT; (iii) by so executing this Agreement, the CONSULTANT is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONSULTANT is bound.

CITY OF TORRANCE,
a Municipal Corporation

John M. Cruikshank Consultants, Inc
Consultant

Frank Scotto, Mayor

By: _____
John M Cruikshank, Project Manager/Principal

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A: RFP
 Exhibit B: Proposal

Revised..: 10/29/2008

EXHIBIT A
REQUEST FOR PROPOSALS

EXHIBIT B
PROPOSAL



Request for Proposals (RFP)

City of Torrance | 3031 Torrance Blvd, Torrance CA 90503 | www.TorranceCA.Gov

RFP No. B2011-06 RFP for Downtown Torrance Pedestrian Improvement Project

RFP Submittal Information

Proposals may be mailed or hand delivered. No faxed proposals will be accepted.
Late proposals will not be accepted.

Location: Office of the City Clerk
3031 Torrance Blvd.
Torrance, CA 90503

Date: Thursday, Feb. 24, 2011

Time Deadline: **2:00 P.M.**

Proposals will be opened and publicly read aloud at 2:15 PM in the Council Chambers.

An original plus two (2) printed copies in a sealed envelope and marked with the RFP number and title must be submitted by the deadline. Your submittal must include the following:

- Vendor's Response (Section III of this document) on the forms provided. If additional space is required, please attach additional sheets/pages.
- Vendors Affidavit (Attachment 1)

Questions Regarding this RFP Should be Directed to:

Mr. Jeffery W. Gibson
Community Development Director
(310) 618-5990
JGibson@TorranceCA.Gov

RFP No. B2011-06 RFP for Downtown Torrance Pedestrian Improvement Project**SECTION I RFP INSTRUCTIONS AND INFORMATION**

Notice is hereby given that sealed proposals will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 2:00 p.m. on February 24, 2011, and will be opened and publicly read aloud at 2:15 p.m. on the same date in the Council Chambers, Torrance City Hall. You are invited to be present at the opening of proposals. An original and two (2) printed copies of each proposal must be submitted in a sealed envelope and clearly marked: "RFP for Downtown Torrance Pedestrian Improvement Project, RFP No. B2011-06".

Proposal Submittal Form:

The proposal must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked "RFP for Downtown Torrance Pedestrian Improvement Project, RFP No. B2011-06" and addressed to the City Clerk, City of Torrance, 3031 Torrance CA. 90503. If an individual makes the proposal, it must be signed by that individual, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to contracts. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic proposal will be considered.

Blank spaces in the proposal form must be filled in; using ink, indelible pencil, or typewriter, and the text of the proposal form must not be changed. No additions to the form may be made. Any unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the proposal form over the signature of the Proposer.

Reservation:

The City reserves the right to revise or amend these specifications prior to the date set for opening proposals. Revisions and amendments, if any, will be announced by an addendum to this RFP. If the revisions require additional time to enable vendors to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new opening date.

All addenda must be attached to the proposal. Failure to attach any addendum may render the proposal non-responsive and cause it to be rejected.

The City Council reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective proposals received. The City reserves the right to reject any proposal not accompanied with all data or information required.

This Request for Proposals does not commit the City to award a contract or to pay any cost incurred in the preparation of a proposal. All responses to this RFP document become the property of the City of Torrance.

Affidavit:

An affidavit form is enclosed. It must be completed signifying that the proposal is genuine and not collusive or made in the interest or on behalf of any person not named in the proposal, that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer. Any proposal submitted without an affidavit or in violation of this requirement will be rejected. (Attachment 1)

Errors and Omissions:

The proposer will not be allowed to take advantage of any errors and/or omissions in these specifications or in the proposer's specifications submitted with its proposal. Full instruction will always be given when errors or omissions are discovered.

The Contract:

The vendor to whom the award is made will be required to enter into a written contract with the City of Torrance. Attached is a copy of the City's standardized contract (Attachment C), which will be modified to reflect the awarded RFP. A copy of this RFP and the accepted proposal will be attached to and become a part of the contract.

RFP No. B2011-06 RFP for Downtown Torrance Pedestrian Improvement Project

SECTION II TECHNICAL REQUIREMENTS**Introduction:**

The City of Torrance Redevelopment Agency is requesting proposals from qualified vendors for the drafting and design of pedestrian improvements in the Downtown Redevelopment Project Area

This RFP is intended to be as descriptive as possible. However, Proposers may not take advantage of omissions or oversights in this document. Proposers must supply products and services that meet or exceed the requirements of this RFP. In the event of a dispute over installation or performance, the needs of the Torrance Redevelopment Agency will govern.

**General Requirements:
TABLE OF CONTENTS**

Section	Page
1. Introduction and Background.....	1
2. Site Background.....	1
3. Development Parameters.....	2
4. Financial Terms.....	3
5. Submission Format and Content.....	3
6. Submission Requirements.....	3
7. Evaluation Criteria and Selection Process	4

1. INTRODUCTION AND BACKGROUND

Overview

The City of Torrance Redevelopment Agency (The Agency) is seeking proposals from qualified engineering firms for the drafting and design of pedestrian improvements in the Downtown Redevelopment Project Area and along Cravens Avenue, between Torrance Boulevard and Carson Street.

The intent of this Request for Proposals (RFP) is to select an engineering firm for the design of a pedestrian improvements project in the City of Torrance's Downtown Redevelopment Project area. Successful proposals will demonstrate the firm's experience and creativity and its ability to work with Agency and City staff in order to best meet the needs of the Agency. This RFP describes the background and existing conditions of the project area, a more detailed description of the location and types of improvements sought by the Agency, the process and criteria that will be used to select an engineering firm, and the submission requirements to be followed by those responding to this request.

Once the proposals have been reviewed and evaluated based on the criteria described herein, the Agency intends to enter into an Exclusive Negotiation Agreement (ENA) with the firm whose proposal is most responsive.

2. SITE BACKGROUND

Site Context

The City of Torrance is situated on the western side of Los Angeles County. It is bordered by the Palos Verdes Peninsula on the south, the City of Gardena on the north, the City of Redondo Beach on the north and west boundaries, the City of Lomita on the east and the Pacific Ocean on the west. The City encompasses an area of approximately 21 square miles and has an estimated population of approximately 149,111, which makes it the sixth largest city in Los Angeles County. The City of Torrance Redevelopment Agency oversees the three current redevelopment areas within the City borders: the Skypark Project Area, the Downtown Project Area and the Industrial Project Area.

The Project area lies within the Downtown Redevelopment Project Area ("DRP") which was established in 1979. The DRP encompasses 88.5 acres and includes the original commercial core of the City, which was designed in 1912 by Frederick Law Olmsted, Jr. of the Olmsted Brothers. Currently, the area is experiencing a renaissance with the development of and reinvestment in the Downtown Commercial area. The Agency hopes to continue moving in this positive direction by providing an inviting and lively pedestrian environment with the hope that this will draw more patrons to the downtown area and encourage economic development. The streetscapes in most of the DRP, including El Prado, Sartori and Post Avenues, feature wide sidewalks, even landscaping and angled parking. However, Cravens Avenue, which serves as an important connection for transit lines and pedestrians from the adjacent residential area, lacks this inviting and unified pedestrian atmosphere.

The Agency successfully secured funding from the Los Angeles County Metropolitan Transportation Authority's 2009 Call for Projects for their Downtown Pedestrian Improvement Project (the Project). The Project would result in improvements throughout the downtown, such as uniform and spacious sidewalks, bulb-outs at intersections, and pedestrian signage, among others. The plan is an effort to stimulate and revitalize the downtown area by making it more attractive for pedestrians. It is the hope of the Agency that an improved pedestrian environment will increase usage of local and regional transit lines as well as stimulate the local economy.

Site Existing Conditions

At present, Cravens Avenue provides an unpredictable and inconsistent pedestrian environment, making it difficult for the considerable number of handicapped, senior and youth individuals living in the vicinity to use the sidewalk. The sidewalks in the project area along Cravens often change widths each block, with some areas under 4' wide and some over 13' wide. This irregularity, along with cracks in many of the sidewalks, can often make the area nearly inaccessible to the senior and handicapped individuals living nearby. In addition, many of the sidewalks are either overly landscaped, leaving little room to walk, or feature stark landscapes which detract from the experience of the pedestrian and the atmosphere of the street. The sidewalk along Cravens also lacks the unifying and cohesive streetscape identity found throughout the rest of the Downtown Project Area.

In addition, pedestrian crossings that cross Torrance Blvd. and Cabrillo Ave, providing access to the Downtown area, are often too wide and uninviting for pedestrians to feel safe while crossing the street. Since many of the patrons who frequent the Downtown during the day utilize these crosswalks regularly, improvements should be focused on reducing the distance needed to cross the street and using decorative paving for increased visibility and the creation of a Downtown brand. Please see Supplemental Attachments A and B for the visual representations of the Site's existing conditions.

3. DEVELOPMENT PARAMETERS

The Project described in this RFP should be designed to unify the Cravens Avenue streetscape with the surrounding streets and provide a more inviting pedestrian environment in the Downtown Redevelopment Project Area. Successful proposals will address each of the necessary improvements as described below. Agency staff will evaluate the scope and appropriateness of each proposal before selecting the proposal that best meets the Agency's needs.

The first improvement shall be to enhance Cravens Ave. by widening the sidewalks where necessary and landscaping where needed in order to provide a consistent sidewalk width and fully utilize the 12' right-of-way between the curb and property lines on each side of the street. Approximately 20 street trees will be needed to complete the desired landscaping along Cravens, with the landscaping and trees aligned towards the curb, rather than the property line, to allow for the possibility of storefront displays or restaurant seating. Bike racks should be installed at each end of Cravens Avenue within the project area and near El Prado Avenue as this may encourage local bikers and pedestrians to utilize the surrounding Torrance Transit bus lines. In addition, sidewalks along Cravens Ave., and any other non-conforming sidewalks within the Project Area, should be brought up to ADA compliance to accommodate the large number of handicapped and senior residents living in and around the area.

The second major improvement shall be to enhance the intersection crossings in the project area with lane chokers, or bulb-outs, and decorative paving, specifically those on Torrance Blvd. and Cabrillo Ave. While a number of the intersections in the DRP have already been upgraded with lane chokers, such improvements should be made consistently throughout the project area. The lane chokers should not only serve to slow traffic and reduce the distance pedestrians have to cross the street, they should provide additional sites for landscaping as well. In addition, the installation of decorative and distinguished paving in the crosswalks will result in a more visible and defined pedestrian atmosphere. Decorative paving in crosswalks should serve to unify the streetscapes and strengthen the overall atmosphere in the DRP, providing a much stronger sense of identity and place in the downtown.

The third improvement shall be the installation of pedestrian signage throughout the project area. Signs should orient pedestrians within the downtown, direct them towards important locations, call out historic buildings and inform pedestrians of transit routes. Landmark and Kiosk signs should be placed at prominent locations throughout the project area, both on the central and peripheral streets.

4. FINANCIAL TERMS

The Agency successfully secured \$1.18 million in funding from the Los Angeles County Metropolitan Transportation Authority's 2009 Call for Projects for the Downtown Pedestrian Improvement Project. This award shall be used for the construction of the pedestrian improvements described above, but does not include the cost of the design work necessary to begin construction. Proposing firms should adhere to this construction cost estimate when designing improvements for the Downtown Project Area. A budget for the selected consultant's design contract will be finalized during the Exclusive Negotiation period.

5. SUBMISSION FORMAT AND CONTENT

Proposals submitted in response to this RFP shall include the information and materials listed below in the following format. Proposals that do not address all topic areas sufficiently will be deemed less responsive than those that do. Incomplete applications will not be considered for evaluation. It is the responsibility of the applicant to ensure completeness of their proposal.

1. Cover Letter – Include a cover letter indicating the nature and concept of the proposed project. The letter must include the company name, address, and name, telephone, fax and e-mail address of the person authorized to represent the proposing party.
2. Qualifications and Experience – Please provide the experience of the firm and project team members in successfully completing similar design projects. Identify the individuals who will be working on this project, according to their roles and responsibilities and provide their resumes. Provide related experience, including individual projects and the names and contact information of references relative to these projects.
3. Project Overview and Approach to Accomplish Work – Please provide a detailed description and rendering of the approach for undertaking and completing the project described in this RFP.
4. Budget – Please provide a detailed fee schedule broken down by objective, function, consultant and work phases. Indicate hourly wages of project team members and the fee structure for additional work done outside of the contract. This information may be modified during contract negotiation meetings and should be written with this in mind.
5. References – Please provide a minimum of three (3) references for similar work. References should include the name of the contact, address and phone number, as well as a brief description of the work performed.

6. SUBMISSION REQUIREMENTS

Submissions are Final

No corrections or modifications to the proposal may be made after the due date.

Addenda

Changes to the RFP requirements will be made by written addendum. The Agency will not be bound by any oral explanations or instructions given at any time during the review process. Oral explanations become binding only when confirmed in writing by an authorized Agency official. Written responses to questions asked by one responder will be shared with the other responding parties.

Confidentiality of Submissions

All proposals, including all drawings, plans, photos, and narrative material, shall become the property of the Agency upon receipt by the Agency. The Agency shall have the right to copy, reproduce, publicize, or otherwise dispose of each proposal in any way that the Agency selects, subject to that portion of the proposal containing Confidential Material. Any section of a proposal that a proposing party wishes to remain confidential should be clearly delineated at the top of each "confidential" page.

7. EVALUATION CRITERIA AND SELECTION PROCESS

Evaluation Criteria

The Agency will be the sole determiner of suitability to the Agency's needs. The following criteria will be used to evaluate and rank proposals based on the information submitted. Consideration will also be given to the overall responsiveness of the proposal. Responses will be evaluated to choose the proposal that best meets the needs of the Agency in order to move forward with negotiations.

- | | |
|--|----------------|
| • Project Understanding: | 20 pts. |
| • Consulting Firm Capability/Strength: | 20 pts. |
| • Consultant Experience with Similar Projects: | 20 pts. |
| • Timely Project Schedule: | 20 pts. |
| • <u>Cost Effectiveness in relation to budget:</u> | <u>20 pts.</u> |
| • Total: | 100 pts |

Selection Process

An engineering firm or partnership will be selected to enter into an Exclusive Negotiation Agreement based on the submittals received in connection with this RFP.

Agency staff will evaluate the Proposals to identify the most suitable design for the project, and the most responsive and best qualified firm. During the evaluation process, engineering firms may be asked to respond to questions posed by the evaluation team. Following the selection of a proposal, Agency staff will work with the selected project firm to further refine the design of the project, as necessary. Contracting for construction of the project is not desired at this time, nor is it a part of this RFP process.

RFP No. **B2011-06** RFP for Downtown Torrance Pedestrian Improvement Project

SECTION III PROPOSAL SUBMITTAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL

In accordance with your "Invitation to RFP" the following proposal is submitted to the City of Torrance

RFP Submitted By:

Name of Company

Address

City/State/Zip Code

Telephone Number/Fax Number

Printed Name/Title

Signature

Date

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information

Name

Title

Telephone Number/Fax Number

Form of Business Organization: Please indicate the following (check one)

Corporation Partnership Sole Proprietorship Other: _____

Business History:

How long have you been in business under your current name and form of business organization?

_____ Years

Less than three (3) years and your company was in business under a different name, what was that name?

Addenda Received:

Please indicate addenda information you have received regarding this RFP.

Addendum No. _____ Date Received _____
 Addendum No. _____ Date Received _____
 Addendum No. _____ Date Received _____
 Addendum No. _____ Date Received _____

_____ No Addenda received regarding this RFP.

Payment Terms: The City of Torrance Payment terms are Net 30. The City does not make pre-payments, or pay upon receipt.

Do you offer any discounted invoice terms? _____

Renewal Option:

Please state, if requested by the City, if your company would agree to a renewal of this contract with price terms and conditions unchanged. If the contract is extended after the first year, commencing in the second year (** Date: ** 20**), and subsequent years, the contract may be increased by the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Los Angeles area (April to April).

Yes _____ we would agree to add one (1) additional year (after initial 1 or 3 year contract term)

Yes _____ we would agree to add two (2) additional years (after initial 1 or 3 year contract term)

No _____ we would not be interested in renewing this contract

References:

Please supply the names of companies/agencies for which you recently supplied comparable services as requested in this RFP.

Name of Company/Agency	Address	Person to contact/Telephone No.
_____	_____	_____
_____	_____	_____
_____	_____	_____

Vendor Name _____

RFP Submittal Requirement and Acknowledgement

Vendors are required to place a check mark in Column A indicating that your proposal is as per the specifications of this Request for Proposals

Vendors are required to place a check mark in Column B indicating that your proposal deviates from the specifications of this Request for Proposal. If you are proposing anything other than what is specified, you must explain in detail how your proposal differs by attaching additional pages to your RFP submittal and indicating the page number in Column C.

You may attach additional sheets to your RFP submittal describing in detail the service you are proposing. You must indicate the page number reference in Column C.

Description	Column A	Column B	Column C
RFP Specification/Requirement	Place a check mark in this column indicating that your proposal is as per the specifications in this RFP	Place a mark in this column if you are proposing something different than what is specified in this RFP	You may attach additional sheets to your proposal submittal describing in detail the service you are proposing. Please reference the page number in the space below
Widen/Consistent Sidewalks along Cravens Ave.			
Landscaping along Cravens Ave.			
Bike racks			
ADA Compliance			
Crosswalk enhancements (lane chokers)			
Crosswalk enhancements (decorative paving)			
Pedestrian Signage			

Vendor Name: _____

Submittals Please indicate that the following are included with your proposal:

Submittal Requirements	Check here if included:
Cover Letter	
Qualifications and Experience	
Project Overview and Approach to Accomplish Work	
Budget	
References	

STATE OF CALIFORNIA

PROPOSER'S AFFIDAVIT

COUNTY OF LOS ANGELES

_____ being first duly sworn deposes and says:

1. That he/she is the _____ of _____
(Title of Office) (Name of Company)

Hereinafter called "proposer" who has submitted to the City of Torrance a proposal for

_____ (Title of RFP)

- 2. That the proposal is genuine; that all statements of fact in the proposal are true.
- 3. That the proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed.
- 4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else, and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Proposer, or anyone else interested in the proposed contract;
- 5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer or to induce action prejudicial to the interests of the City of Torrance, or of any other Proposer or of anyone else interested in the proposed contract;
- 6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or material man, which is not processed through that proposal depository or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept proposals from or through such proposal depository;
- 7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Proposer in its business
- 8. That the Proposer has not been debarred from participation in any State or Federal works project

Dated this ____ day of _____, 20____.

(Proposer Signature)

(Title)

Supplemental Attachment A

Map of Downtown Redevelopment Project Area



Downtown Torrance

Lines and photos are approximate, not to be used for establishing absolute or relative positions

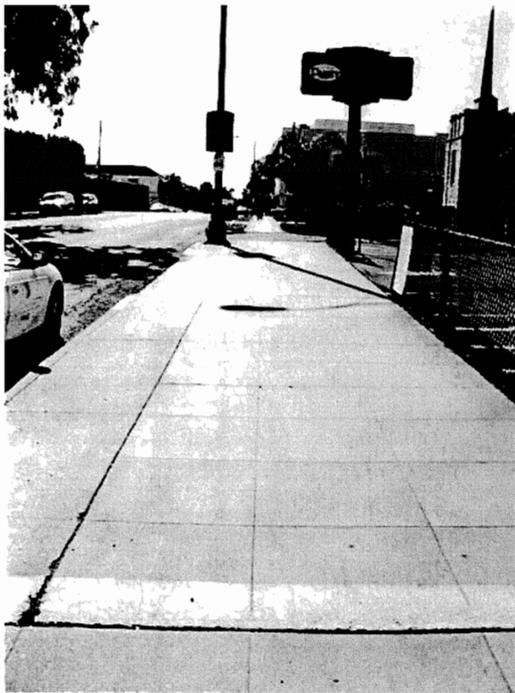


Supplemental Attachment B
Color Photos of Project Area

Inconsistent Sidewalk/Landscaping Orientation



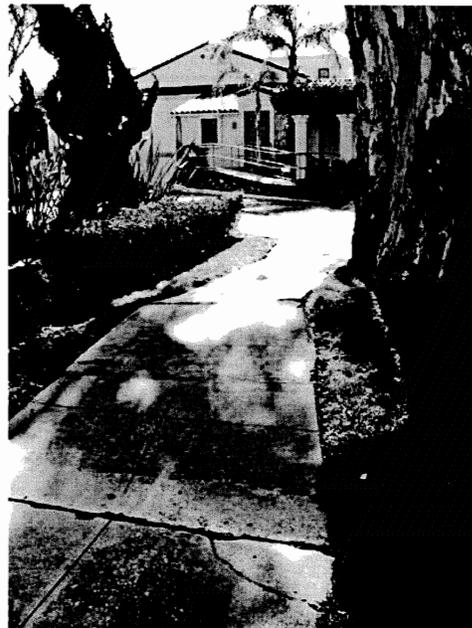
Cravens Avenue



Cravens Avenue



Cravens Avenue



Cravens Avenue Street Furniture



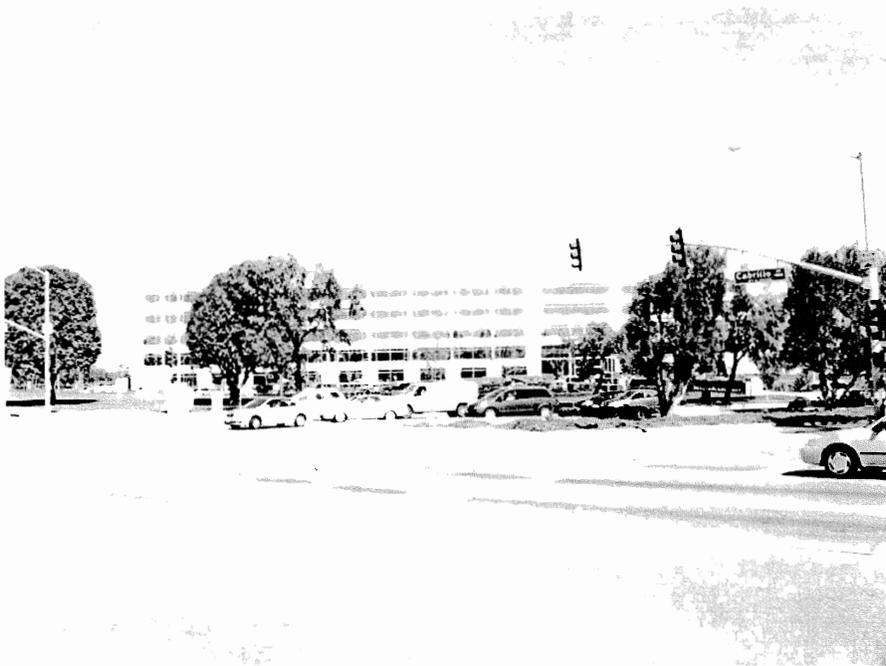
Crossings



Wide Crossings



Wide Crossings



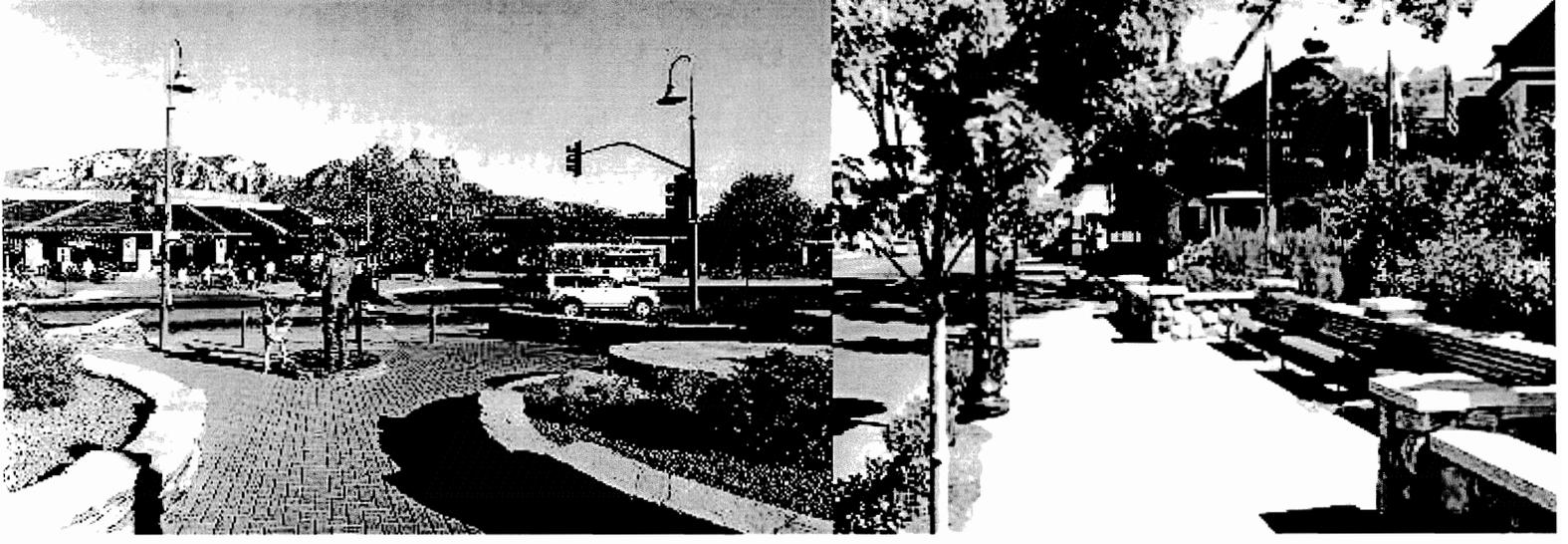
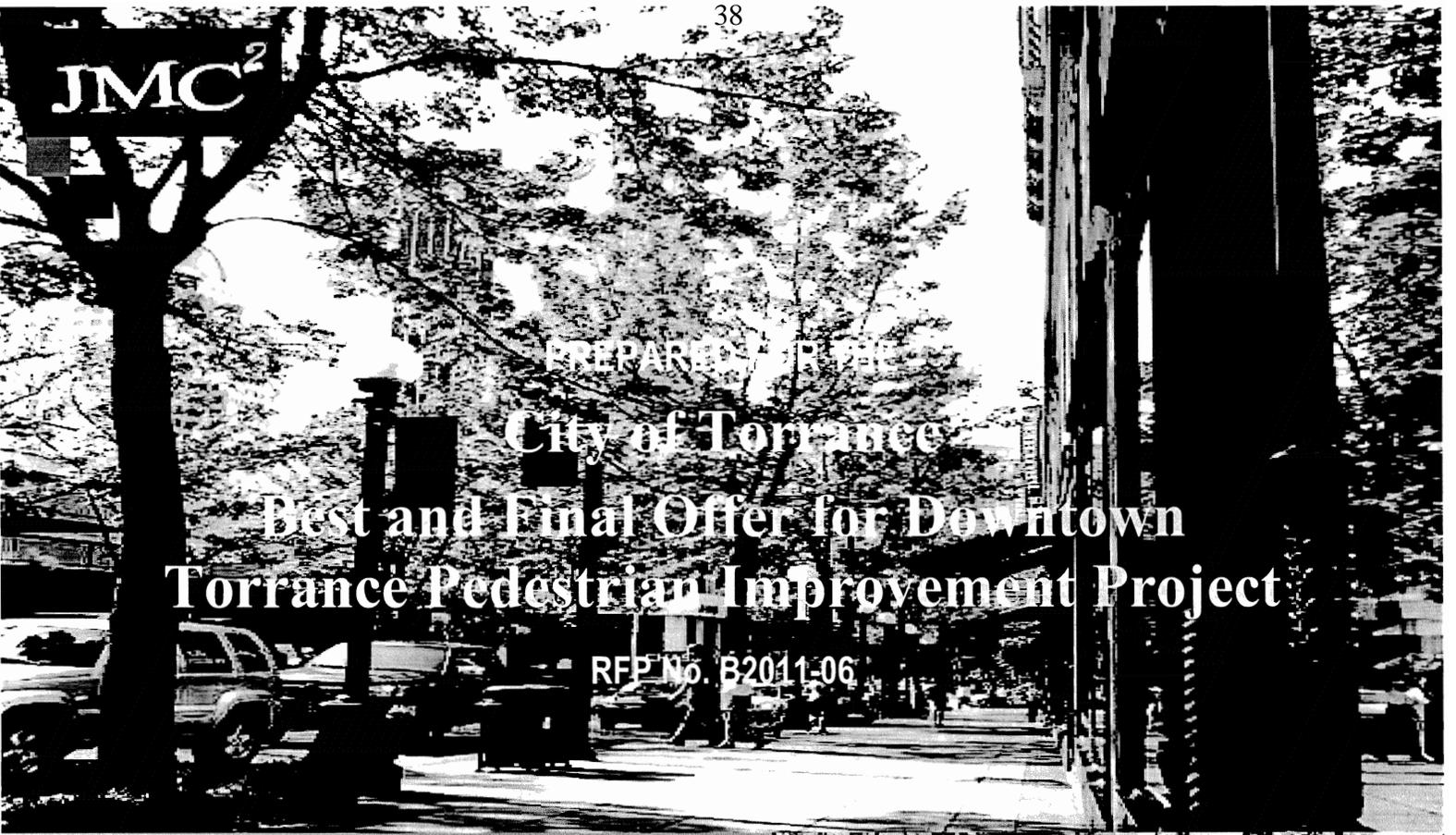
Wide Crossings



Good Lane Chokers/ Street Furniture



Attachment C Consultant Contract



April 17, 2012

Prepared by

John M. Cruikshank Consultants, Inc.

In Association with

PMC





April 17, 2012

City of Torrance Redevelopment Agency
Office of the City Clerk
3031 Torrance Boulevard
Torrance, CA 90503

**Best and Final Offer for the Downtown Torrance Pedestrian Improvement Project
(RFP No. B2011-06)**

Dear Selection Committee:

John M. Cruikshank Consultants, Inc. (JMC²) is pleased to submit our team's Best and Final Offer for your consideration. This information combines our February 24, 2011 cost proposal with the additional Cravens Avenue street rehabilitation as highlighted in your recent Residential Street Rehabilitation RFP (No. 2011-31).

We appreciate the opportunity to submit this Best and Final Offer proposal and look forward to starting this project with the City of Torrance. If you have any further questions or comments, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'John M. Cruikshank', with a long horizontal flourish extending to the right.

John M. Cruikshank, RCE (C50792)
Project Manager / Principal

Project Overview and Approach

Overview

JMC² appreciates the opportunity to submit a proposal to prepare Cravens Avenue construction documents for pedestrian improvements from Torrance Boulevard to Carson Street and for street rehabilitation from Torrance Boulevard to Van Ness Avenue . Currently, Cravens Avenue has irregular and uneven sidewalks and inconsistent landscaping making it difficult for the handicapped and seniors to traverse and less inviting than other parts of the Downtown Project Area. Our objective is to design a welcoming and lively pedestrian environment that would promote economic development by attracting more patrons to the downtown area and increasing the usage of local and regional transit lines. Our design would incorporate the unifying and cohesive streetscape identity found throughout most of the Downtown Project Area including El Prado, Sartori and Post Avenues. Features such as uniform and spacious sidewalks, decorative paving for crosswalks, ADA accommodations, decorative hardscape features, bulb-outs at intersections, angled parking, pleasing landscaping, decorative light fixtures, benches, trash receptacles, bike racks, planter pots, and pedestrian signage would be presented to the Agency for consideration. All components would come together to unify the streetscapes and strengthen the overall atmosphere in the Downtown Project Area. The design would fully utilize the 12' right-of-way by aligning street trees towards the curb to allow for the option of storefront restaurant seating and displays.

Quality Control

Quality control is a top priority at JMC². Lee Johnson, PE, a licensed professional engineer with 50 years of experience, is at the head of our in-house quality control process. In addition to many cross check procedures by computer, design engineers, and the project manager, Mr. Johnson also thoroughly reviews every document produced using our In-House Workflow Chart (See Below).

JMC² utilizes the latest ERP system, Deltek Vision, with a built-in value added project management system for budget and schedule control. This powerful computer program facilitates complete and accurate tracking of the budget and schedule. The project manager monitors time, cost, and quality. He will manage this project using the Earned Value management process based on the client's values. Time and costs will still be tracked based on milestones, employee time, and materials spent, and the quality part is measured by how much of each task's value is earned. JMC² will use the established ERP system in this process.

Project Work Plan

JMC² starts by using a proven and thorough approach to every project (Figure 1) that defines the process whereby each task is well defined and the entire team is informed of specific roles.

- Each project is first entered into JMC²'s project management software (Deltek Vision ERP) where specific detailed assignments include project manager, project team, major deliverables and project schedule.

- A project kick-off meeting is convened and attended by each team member to get an overview of the project, discussion of key deliverables, identification of project schedules, listing of project materials to be provided from City resources, and general discussion of the approach to achieving successful project conclusion.
- Every project assigned includes specific delivery dates along with regular design reviews and quality checks.

Client Satisfaction

JMC²'s *Satisfaction Squared* program is our method of creating and maintaining client satisfaction throughout the project durations. This program is the foundation of all services at JMC² and is specifically created to:

- Ensure accurate project scope design to minimize “scope creep.”
- Establish and maintain critical project due dates.
- Implement consistent communications giving complete project updates.
- Ensure client satisfaction and not proclaim the project complete until we know the client is completely satisfied with our work.

At the outset of our contact with clients, we strive to build partnerships that will identify solutions, prepare an implementation plan in proposal form, and then, jointly with the client, implement the plan of action. Throughout this entire process we are cognizant of complete client satisfaction. To make sure client satisfaction is action-oriented, during the project phase; we provide weekly status alerts in order to maintain effective communications. At every project's completion, we review the project and again verify satisfaction.

As a result, projects in the design phase (Figure 1), whether small or large, simple or complex, are designed correctly to minimize field changes, and are delivered on-schedule and in-budget. Follow up is consistently implemented to make sure your project is completed exactly as you required. This methodology shown will be used for tasks by JMC², including: Street Improvement Plans, Drainage Improvement Plans, Sewer Plans, and Traffic Improvement Plans.

Approach

a. Project Kick Off

JMC² and PMC will meet with appropriate Agency representatives to confirm and refine objectives and goals for this pedestrian improvement and street rehabilitation project. This step is essential in establishing consistent expectations beginning with project inception. This task will be used for discussion of project area, information needs, roles and responsibilities, expectations, and project protocol. Our consultant team will work with Agency staff to refine and develop the final project work plan and schedule and discuss other logistical issues such as parallel work efforts and final product. This step will include reviewing key issues with the Agency and receiving relevant materials (such as maps, digital files, applicable documents, list of relevant stakeholders, and other pertinent materials). This meeting will also be an opportunity for the team to visit the study area with City staff.

b. Baseline Information

Our team will gather all up-to-date as-built mapping for street plans, drainage, substructure maps, street lighting, electrical services, and street maintenance reports. We will engage in the due diligence of reviewing past studies and materials provided by the Agency. Work includes a site visit to Cravens Avenue, walking the site to document and understand the project site and key infrastructure. This is a very important part of any streetscape project since the existing conditions dictate cost effective design. Working from the base map provided by the surveyors, PMC will prepare a composite project base map and make field observations. All this will be done to gain insight for preparation of the Opportunities and Constraints Plan. We will assess the existing condition of elements within the project site with special emphasis placed on conditions that inhibit the pedestrian experience, and on existing opportunities for strengthening the appeal and use of the streetscape by pedestrians.

c. Surveying and Basemapping

Survey Control

JMC² will begin with a thorough research of Public Agency records to compile and assist in preparation of the basemap. All monuments of record and centerline monuments either recorded or unrecorded shall be documented and measured in order to establish the basis of bearings as well as establishing horizontal control. Once field crews have established horizontal control for the project, they will establish vertical control. For this project, all elevations will be based on NAVD 88 datum per Los Angeles County Department of Public Works recorded benchmarks. The field crew will also establish local benchmarks within the project limits, which shall remain in place throughout construction.

Topographic Survey

JMC²'s surveying department will conduct a field survey gathering up all topographic information of the entire project area using ground surveying equipment. The topographic surveys will provide the required detail levels needed for accurate design. The topographic survey shall include: property boundary information based on record data, the location,

description, elevation, and characteristic of existing roadway features located within the project limits, including but not limited to: curbs, gutters, swales, drainage features, medians, driveway aprons, handicap ramps, bus pads, catch basins, tree wells and trees, power poles, light fixtures, street signs, traffic signals, fire hydrants, etc. All doorways and entries adjacent to the sidewalk will be located and finish floor elevations recorded to ensure new design meets ADA compliance standards. Cross sections shall be taken at a minimum of 50' intervals and shall be taken at back of walk, top of curb, flow line, edge of gutter and centerline. Existing utilities within the project limits shall be located and documented noting the size type and material when available. Mapping of utilities shall be based on a combination observed evidence together with evidence from plans obtained from existing as-built drawings from utility companies or provided by Agency, and markings by utility companies and other appropriate sources (with reference as to the source of information).

The collected data along with the substructure utility research and property line information shall be incorporated into the final project topographic survey. The CAD survey file shall be prepared in 3D so the designers can utilize the full-power of their design software in this 3D environment. The actual Topographic Survey will be presented on plan sheets with Basis of Bearing and Bench Marks provided for construction.

d. Conceptual Plans

PMC will work closely with the City of Torrance Redevelopment Agency and the JMC² team to achieve a successfully completed project. We will consider the project a success when we deliver a beautiful, innovative and socially relevant environment that also meets the Agency's expectations, budget and schedule goals. At the project's start, we will develop a full understanding of the site's existing conditions from the information available to us and from our team's additional assessments.

Before a concept is developed, we begin a discovery process of the project and the specific site. We rely on information gathering activities, including an initial meeting with the project team to discover the following:

- Agency's overall project goals and requirements: e.g., program elements, budget and funding considerations, anticipated timelines and milestones, stakeholder meetings, documentation/reporting needs.
- Known site information, such as user groups, site maps, site reports, plans of the existing site and structures, existing topographic survey, existing utilities plans, and other documents
- Additional site information needs from sources other than the City of Torrance
- Understanding of the Agency's goals.

COST EFFECTIVENESS RECOMMENDATIONS

JMC²'s top notch surveying team uses state-of-the-art equipment capable of 3-D laser scanning. This technology allows for detailed and accurate 3-D modeling of all existing features where needed along Cravens Avenue, down to the trash cans and bus benches. Having this type of detailed information along with being cognizant of existing infrastructure

allows for thoughtful designs resulting in costs savings. For instance, having to relocate a storm drain catch basin or a telecommunication or electrical vault can be costly, and is often avoidable with careful design. Similarly, tying into infrastructure such as electrical and water mains at optimal locations can also produce cost saving. Lighting design is another area where cost savings can be realized with thoughtful design practice and having detailed information of existing street lights and their output. Water harvesting of storm runoff for irrigation is also a worthy design consideration. Finally, a huge cost savings item is future maintenance costs that are many times neglected in design.

Opportunities and Constraints Plan

Without necessarily depicting specific design features, as a uniquely colored layer to the Site Inventory Plan, we will identify design opportunities and generalized locations for pedestrian improvements such as sidewalk widening, ADA upgrades, bulb-out planters, bike racks, decorative hardscape enhancements, crosswalk enhancements, signage and way finding improvements. The Opportunity & Constraints Plan will be submitted to the Agency for comments and feedback prior to the design team continuing with design process.

Agency Design Review Meeting #1

The purpose of this meeting will be to receive direction from the Agency in response to detailed review of Opportunities and Constraints Plan, and findings of the project site as revealed by the Site Inventory Plan. JMC² & PMC will take direction from the Agency for plan modifications and refinements.

Preliminary Streetscape Design & Materials

After receiving Agency comments and feedback from the Opportunity and Constraints Plan, and working closely with JMC², PMC will start the preliminary design process to begin the design process. The Preliminary Streetscape Design will include at a minimum the following components: Proposed locations of ADA ramps, bulb-outs, crosswalk enhancements (lane chokers and decorative paving), widened sidewalks, street trees, decorative light fixtures, decorative hardscape features, landscaping, benches, trash receptacles, bike racks, planter pots and pedestrian and vehicular signage. As a component of this submittal, PMC will also prepare preliminary selections for site furnishings, decorative lighting fixtures and poles, and for pedestrian signage. Special consideration shall be placed in maintaining a cohesive Agency

Design Review Meeting #2

The purpose of this meeting will be to receive direction from the City in response to detailed review of the Preliminary Streetscape Plan and Community Engagement Event. JMC² & PMC will take direction from City for plan modifications and refinements.

Final Preliminary Streetscape Plan

This task shall allow for Preliminary Plan refinements based upon feedback received from the Agency Design Review Meeting #2 and shall serve as the basis point for generating a statement of probable construction cost.

Statement of Probable Construction Cost

This task shall allow for Preliminary Plan refinements based upon feedback received from the previous Task 2.3 and shall serve as the basis point for generating a statement of probable construction cost.

Agency Design Review Meeting #2

The purpose of this meeting will be to receive direction from the City in response to detailed review of the Final Preliminary Streetscape Plan and Statement of Probable Construction Cost, in preparation for Community Engagement Event #2.

e. Community Outreach Meetings

Community Engagement Event #1

Our project team includes a strategically selected mix of our most qualified urban designers, landscape architects, planners, and public outreach experts, who are adept in facilitating highly interactive meetings and workshops. For this outreach effort, our understanding is that the Agency will take the lead in organizing and noticing the Community Event, while PMC & JMC² will be present to support and assist and respond to participants' questions, concerns or comments. It is anticipated the Agency will determine the preferred methods and techniques used to inform public and/or gain input.

Community Engagement Event #2

For this outreach effort, our understanding is that the Agency will take the lead in organizing and noticing the Community Event, while PMC & JMC² will be present to support and assist and responding to participants questions, concerns or comments. It is anticipated the Agency will present the Final Preliminary Streetscape Plan and what elements are obtainable and feasible in relation to the constraints of the Statement of Probable Construction Cost and to the findings and conclusions established at the Agency Design Review Meeting #2. This approach allows the Agency to select specific elements contained within the Final Preliminary Streetscape Plan for the Community presentation and to educate the community on what elements fit within the budget and are desired by the Community prior to initiating the following Construction Drawing Task.

f. 50%, 90%, and 100% Construction Documents

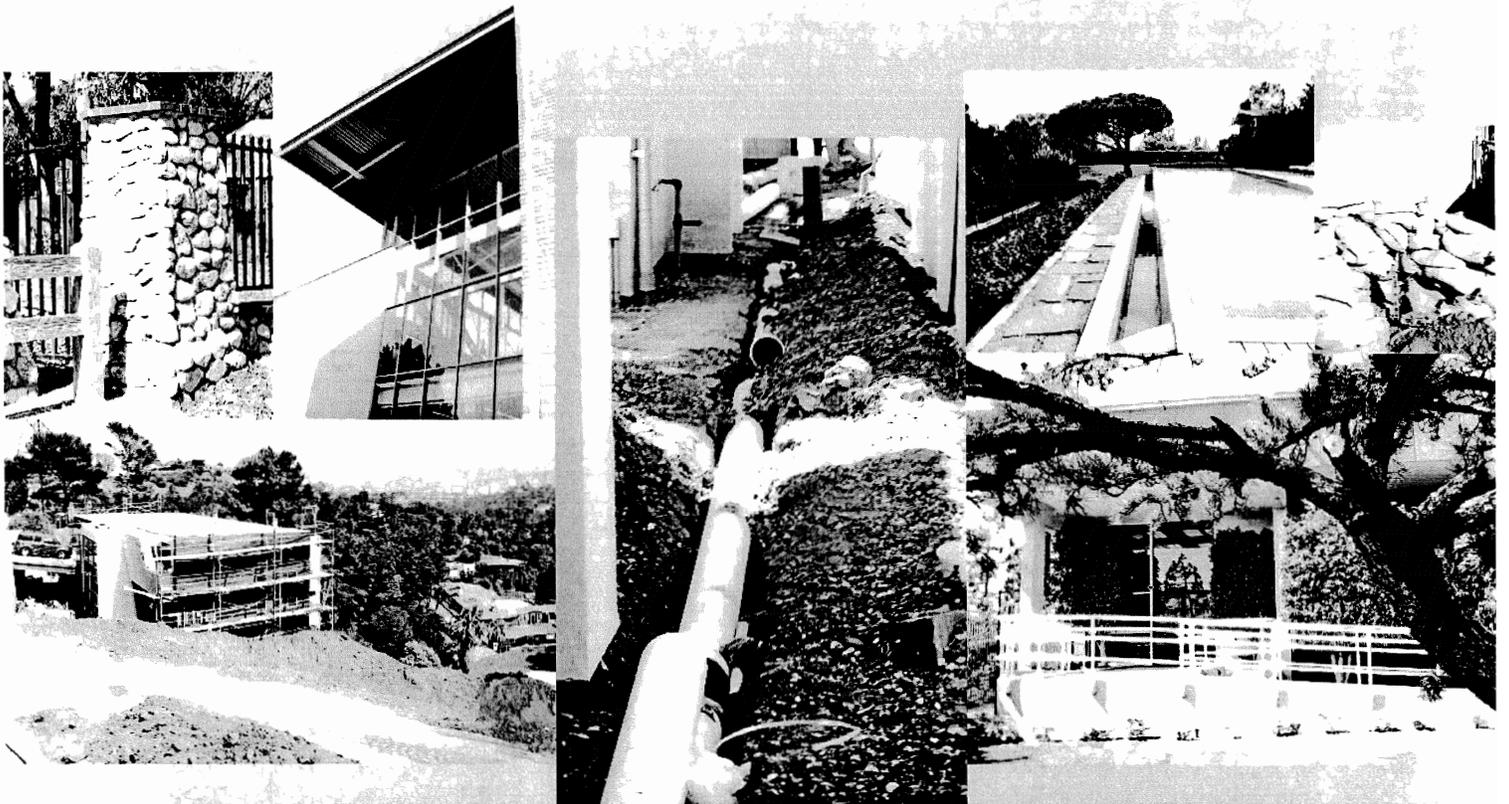
After Community Engagement Event #2, the Agency will once again review and approve our Final Preliminary Streetscape Plan and Statement of Probable Construction Cost. We will then proceed with the construction documentation phase, coordinating all of our work with the consultant team.

The street design modeling that JMC² uses in-house is Bentley InRoads, but the plans will be presented to the Agency in AutoCAD format. Deliverables shall include:

- Construction Phasing Plan
- Street Improvements
- Utility Plans
- Drainage Plans
- Landscape Construction Plan: With material call-outs and details for benches, trash receptacles, bike racks, decorative pavement treatments, decorative crosswalks and planter pots.
- Landscape Plan & Details: Specifying appropriate species, sizes, layout and installation
- Irrigation Plan & Details: Includes legend and details, specifying point of connection to domestic water supply, backflow device, 'smart' irrigation controller, low flow or bubbler distribution equipment and MAWA and EAWU water calculations as required.
- Signage Plan & Details: Addressing signage and wayfinding needs for project site. PMC may rely on specification of pre-fabricated kiosk where appropriate. Custom designed and "art ready" graphics will be provided in our signage details for use at the construction phase. *Shop Drawings* for some aspects of signage detailing, such as hardware or connectors may be specified in our details for approval by architect.
- Construction Details
- Cost Estimates
- Bid Booklet - Specifications

Downtown Torrance Pedestrian Improvement
and Cravens Ave Rehabilitation
Date: April 17, 2012

	Enhance Cravens Ave	Enhance Intersection	Pedestrian signage	Rehab Cravens Ave	Surveying - Downtown Ped Improvements	JMC ² Total Hours	JMC ² Total Fee	PMC Total Fee (breakdown on next page)	Proposal Total
Civil Engineering									
Principal	16.0	16.0	4.0	16.0		52.0	\$11,960.00		
Project Manager	60.0	32.0	16.0	16.0		124.0	\$19,840.00		
Project Engineer						0.0	\$0.00		
Engineer III						0.0	\$0.00		
Engineer II	100.0	80.0	30.0			210.0	\$24,150.00		
Engineer I				60.0		60.0	\$6,000.00		
JMC² Civil Totals:	176.0	128.0	50.0	92.0		446.0	\$61,950.00		\$61,950.00
Survey									
Principal									
Director of Operations					1.0	1.0	\$230.00		
Survey Manager				2.0	2.0	2.0	\$340.00		
Surveyor - office				24.0	40.0	64.0	\$6,400.00		
Surveyor - field				16.0	24.0	40.0	\$5,000.00		
JMC² Survey Totals:				42.0	71.0	113.0	\$12,930.00		\$12,930.00
PMC Totals:								\$39,895.00	\$39,895.00
Task Values:	\$24,780.00	\$18,000.00	\$6,930.00	\$16,960.00	\$8,210.00	559.0	\$74,880.00	\$39,895.00	\$114,775.00



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