

Council Meeting
March 27, 2007

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

Members of the Council:

Subject: General Services and Community Development - Consulting Contract for the One Stop Permit Center. Expenditure: \$95,550

RECOMMENDATION:

The General Services Director and the Community Development Director recommend the City Council award a contract to GA Design Architecture and Planning for \$91,000 with a 5% contingency of \$4,550 for the design of the One Stop Permit Center (FEAP #295)

FUNDING Funding is available in FEAP #295- Implementation of a Permit Center

BACKGROUND

The implementation of certain aspects of the City's 10 year plan, specifically incorporating and relocating Purchasing into the Finance Department and relocating Housing to a more accessible location, has resulted in an opportunity for the City to create a one stop permit center.

The Planning, Engineering and Building & Safety Divisions of the Community Development Department have identified deficiencies in their existing floor areas and the need to make their customer service areas more user friendly. The creation of the One Stop Permit Center will address those deficiencies, by establishing a central location for both citizens and businesses interested in working within the City to obtain building permits, engineering permits, and planning permits.

ANALYSIS

Three architectural firms were initially contacted regarding the project with two of the firms submitting cost proposals for the new Permit Center facility. The firm's proposals for services are noted below.

GA Design Architecture and Planning	\$ 91,000
Alchemy Design and Architecture	\$ 150,810

Staff reviewed both proposals and met with the companies. Staff found GA Design provided a comprehensive package that takes into account the construction budget of \$650,000 while providing the City with a workable design plan that will meet our needs for the One Stop Permit Center. The proposal presented by GA Design represents 14% of the construction budget.

The General Services Director and the Community Development Director recommend City Council award a contract to GA Design Architecture and Planning for \$91,000 with a 5% contingency for the One Stop Permit Center (FEAP #295).

Respectfully submitted,

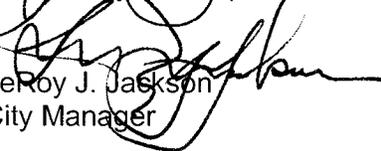
SHERYL BALLEW
General Services Director


By Diane Megerdichian
Business Manager

CONCUR:


Sheryl Ballew
General Services Director


Jeffrey Gibson
Community Development Director


Leroy J. Jackson
City Manager

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of March 27, 2007 (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and GA Design Architecture and Planning, a California Corporation (“CONSULTANT”).

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to provide architectural and engineering services for the Torrance One Stop Permit Center.
- B. CONSULTANT represents that it is qualified to perform those services.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT will provide the services listed in the Proposal attached as Exhibit A. CONSULTANT warrants that all work and services set forth in the Proposal will be performed in a competent, professional and satisfactory manner.

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 June 30, 2008.

3. COMPENSATION

- A. CONSULTANT’s Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Proposal attached as Exhibit A, 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 \$91,000 (“Agreement Sum”), unless otherwise first approved in writing by 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 the fees described in Paragraph 3.A. above, according to the Proposal. Payment will be due 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 written 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 control, 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 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 CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONSULTANT's negligent acts or omissions or willful misconduct 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, 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 CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONSULTANT to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. **CITY REPRESENTATIVE**

Jon Landis 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 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:

Mahmoud Gharachedaghi
Neil Hagigat

9. **INDEPENDENT CONTRACTOR**

The CONSULTANT is, and at all times will remain as to CITY, a wholly independent contractor. Neither 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 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 Proposal 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 CITY of that fact and may not proceed except at CONSULTANT’s risk until written instructions are received from 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 CITY, except those losses or damages as may be caused by 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 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 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 City Council, each member thereof, present and future, its officers, agents and employees 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 CITY OFFICERS AND EMPLOYEES

No officer or employee of 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, 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 AND SURETIES**

Insurance or bonds 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 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 CITY, the CONSULTANT agrees that the minimum limits of any insurance policies or performance bonds 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 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.

20. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
 - 1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 - 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 - 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 - 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
 - 5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

CONSULTANT: GA Design Architecture and Planning
19191 South Vermont Avenue
Suite 640
Torrance, CA 90502
Fax: 310-516-7292

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90509-2970
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

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 CITY or CONSULTANT without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of 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 provided for 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

GA Design Architecture and Planning
a California Corporation

Frank Scotto, Mayor

ATTEST:

By: _____
Mahmoud Gharachedaghi
President

Sue Herbers
City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A Proposal

Revised: 1/30/01

EXHIBIT A

PROPOSAL

Type Information



March 07, 2007

Mr. Felipe Segovia
 Building Regulation Administrator
 City of Torrance
 Community Development Department
 3031 Torrance Boulevard
 Torrance, California 90503

**Re: Proposal- Architectural and Interior Design Services for
 Torrance One Stop Permit Center**

Dear Mr. Segovia:

It was a great pleasure for me to meet with you and to discuss your plan for the space programming and planning of the City Hall Various Departments, and the interior design of your "One Stop Permit Center". Furthermore we are so happy to see that the City has a dedicated and passionate Director with a great vision for the future of the entire City Hall facilities and solid goal to provide better services for the public and the users of these facilities.

Mahmoud Gharachedaghi, GA DESIGN President will be assigned to your project and will be responsible for the management, design and documentation of your project. Mahmoud will be available by telephone from 8:30 am to 5:30 p.m., Monday through Friday, and will be able to attend meeting within few hours notice during the duration of the project. In addition, since GA DESIGN is a local firm, the close proximity of our office to the project site will help our communications and expedite the procedures during different phases of the work. GA DESIGN is pleased to present this proposal to assist you in the programming, design and documentation of your City Hall/One Stop Permit Center Project.

GA DESIGN BACKGROUND

GA DESIGN has provided full architectural and design services for a variety of public and private clients throughout the United States and abroad. We have designed various projects for a number of public agencies. By the nature of their structure and operations these clients require close adherence to schedules and operate within strict budgetary constraints. We have successfully served the need of these clients. We have a distinguished record in providing County of Los Angeles, City of Torrance, City of Los Angeles Department of Public Works, Los Angeles Library Department, City of Los Angeles Department of Park and Recreation, University of California, and Los Angeles Unified School District with exceptional planning and architectural design services. This experience has afforded project team members the opportunity to work with all Federal, State, and Local governmental agencies. We are fully aware of each agency's approval procedures, current regulations and interpretations, and continuously monitor proposed changes.

GA Design has extensive experience with public agencies and the programming, interior design and remodeling of the exact project type as the City of Torrance space planning and tenant improvement project. We have designed several civic centers and city administration offices including renovation and expansion of Los Angeles County Sheriffs and County Councils Headquarter for County of LA, new 77th Street Regional Police Facility and renovation of Los Angeles City Hall building (incorporating sustainable design principles) for City of LA, renovation and tenant improvement of Department of Park and Recreation Administration Building for City of Pico Rivera and Mar Vista Branch Library and Chatsworth Branch Library for the City of Los Angeles Library Department.

DESCRIPTION OF PROJECT

The City of Torrance, Community Development Department is requesting proposal to provide space programming and planning for the entire City Hall Public Service areas and tenant improvement of the "One Stop Permit Center for the **City of Torrance**. The project consists of programming, design and documentation of "One Stop Permit Center" reviewing all the existing allocated spaces for different departments, propose a new space planning for the departments and areas that would be affected by creating the new "One Stop Permit Center", and creating a visible and attractive entrance to the new Center from Torrance Boulevard. GA DESIGN has visited the site and received a preliminary scope of work and conceptual plan and reviewed the required improvement with Mr. Segovia and Mr. Landis at the job site on January 31, 2007. GA DESIGN will prepare the final scope of work based on the construction budget of \$650,000 and will submit to Community Development Department for their approval after receiving the Notice to Proceed. It is our understanding that the basement will remain as is and will not be part of this project scope.

CONSULTANTS

GA DESIGN and its consulting team will provide the following professional services;

- Architecture
- Electrical Engineering
- Mechanical Engineering
- Specification Writing
- Cost Estimation

If Civil, Structural, or Landscape consultants are required, GA DESIGN will provide those services under "Additional Services".

GA DESIGN SERVICES

1- PRE DESIGN, SPACE ANALYSIS

Our team approach recognizes the importance of a through understanding of client needs during this phase of the project. We will document these needs and develop a viable and realistic scope of work. It is our understanding that the following steps are required:

- Visit the existing facility and survey the existing areas to become familiar with the project;
- Meet with the client and its designated personnel to confirm project requirements;

- Contact City and other public agencies having jurisdiction over the project, to determine all the fire, life/safety codes, ADA requirements and any other code requirements which will have an influence on the scope of work;
- Develop a scope of work, which would best meet the needs of the users and reflect the financial parameters of this project;
- Establish and maintain project budget and schedule.

2- SCHEMATIC DESIGN

- Attend review meetings with the client as necessary during this phase of work;
- Attend review meetings with the team's consulting engineer;
- Based on previously prepared program and sketches, prepare the schematic design package including floor plan, built-in furniture layout, and color/ material selections;
- Submit the design package to Community Development Department and attend the review meeting.

3- DESIGN DEVELOPMENT

- Attend weekly review meetings with the client during this phase of work;
- Prepare meeting agenda and meeting minutes;
- Attend review meetings with the team's consulting engineer;
- Based on the previously prepared schematic drawings, prepare the final design development package, consisting of:

- 1- Floor Plans
- 2- Floor Pattern
- 3- Reflected Ceiling Plans
- 4- Enlarged Floor Plans
- 5- Wall Sections
- 6- Finish Schedule
- 7- Door Schedule
- 8- Color and Material Board
- 9- Electrical Drawings
- 10- Mechanical Drawings

4- CONSTRUCTION DOCUMENTS

- Meet with the client to review previously completed work, establish final schedule and review process;
- Prepare all necessary final drawings, calculations, specifications, including but not limited to :
 - 1- Architectural Documents
 - 2- Electrical Documents
 - 3- Mechanical Documents
 - 4- Final Construction Specification
 - 5- Final Cost Estimation

Documents will be submitted to the City for review at 90% completion. Submittals will include drawings, progress calculations, and specifications.

- Submit plans to all reviewing agencies for Plan Check. Make all required changes necessary to complete the plan check procedure and have permits available;
- Prepare schedule for remainder of work, through construction.

5- BIDDING

- Assist the client in bidding process.
- Conduct pre-bid meetings with interested contractors.
- Answer questions and prepare any necessary clarifications or addendum.
- Review bids with the client.

6- CONSTRUCTION ADMINISTRATION SERVICES

- Attend meetings during the course of construction, prepare minutes.
- Review certification of payment.
- Prepare punch list procedure.
- Make periodic visits to assure that construction is in conformance with the construction documents.
- Review all shop drawings and submittals.

7- AS- BUILT

Review and submit as-built drawings on Auto CADD Format, electronically or on a diskette, to the City Project Manager

FEE PROPOSAL

Since the final scope of work may vary based on our initial finding and the conceptual level statement of probable costs, our fee proposal is based on the proposed scope of work specified in our meeting on January 31, 2006, your proposed improvement list and conceptual plan received at the meeting and approximate construction costs of \$650,000. It is our understanding that if City of Torrance decides to go forward with more extensive improvement that requires additional work and/or project budget, our A&E fee will be adjusted based on the final approved scope of work.

Fee Proposal:

1- Space Programming and Space Planning for City Hall	\$12,500.00
2- Tenant Improvement of "One Stop Permit Center"	\$72,500.00
3- Preparation of As-Built Drawings in Auto CADD Format	\$6,000.00

Note:

- Our fee proposal does not include preparation of the as-built drawings of the existing building, Structural analysis of the existing building, hazardous material removal or mitigation and reimbursable expenses. It is our understanding that we will receive the existing building drawings from City of Torrance Community Development Department for preparation of base drawings in Auto CADD format.
- If any exterior construction (with the exception of new entrance from Torrance Boulevard is required, GA DESIGN can provide the design under Additional Services.
- Since there is no need for preparation of complete drawing set in Auto CADD format, GA DESIGN will prepare the as-built drawings of only the following 6 sheets in Auto CADD format:
 - a- Site Plan
 - b- First Floor Plan
 - c- Second Floor Plan
 - d- First Floor Reflected Ceiling Plan
 - e- Second Floor Reflected Ceiling Plan
 - f- Elevations

We understand the driving forces that have created a need for this renovation project and the key parameters that will ensure its ultimately successful completion. We wish you a speedy completion of the evaluation process, and we pledge our very best efforts toward the successful completion of your projects.

We would be happy to answer any question or provide additional information, which you might require. Please do not hesitate to call us.

Respectfully submitted,

GA DESIGN

By: 
 Mahmoud Gharachedaghi, FAIA, President