

Council Meeting
May 20, 2008

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

Members of the Council:

SUBJECT: General Services and Community Services - Award a contract to Land Concern, Ltd., for the Lomita Right Of Way Park. Expenditure: \$81,300

RECOMMENDATION

Recommendation of the General Services Director and the Community Services Director that City Council award a contract with Land Concern Ltd for \$81,300 for landscape design services for the Lomita Right of Way Park (FEAP #653).

FUNDING

Funding is available in FEAP #653- Lomita Right of Way Park Project

BACKGROUND

On February 13th, 2008, the Parks and Recreation Commission hosted a discussion of the development of the Lomita Right of Way property into a park. The 1.2 acres of land is located on the Lomita and Anza crossways. Discussions at the meeting included access points to the park, traffic concerns on both Anza Avenue and Kathryn Avenue, the use of "green" landscaping, and the installation of park benches, security lighting, and other park amenities. Staff also informed the residents that an architectural design firm would be selected and that citizen participation in the overall design and purpose of the park would be encouraged through community meetings that would be scheduled throughout the design phase of the project.

ANALYSIS

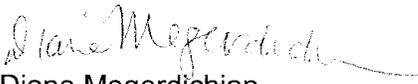
Community Services and General Services staff contacted three landscape architecture firms and met with them to discuss the project, their role in the design process, our initial discussion on the design elements based on citizen input, and our request for the use of environmentally friendly, or "green", products whenever possible. After interviews, we asked two of the three firms to provide proposals based on the meeting discussions. The selected firm would enter a process to provide a conceptual design for the park conferring with City staff, residents, commission members and Council members. Once approval of the conceptual design was received, project plans and specifications would be developed for bidding.

Land Concern, Ltd., provided a comprehensive proposal outlining their scope of work and provided a competitive price for the overall project budget. Staff has worked with Land Concern, Ltd., and are familiar with their work from previous projects, including the Veteran's Memorial.

Therefore, General Services and Community Services recommend City Council award a contract with Land Concern, Ltd., for \$81,300 for the architectural design for the Lomita Right of Way Park (FEAP #653).

Respectfully submitted,

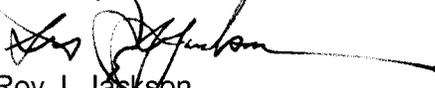
SHERYL BALLEW
General Services Director


By Diane Megerdichian
Business Manager

CONCUR:


Sheryl Ballew
General Services Director


John Jones
Community Services Director


LeRoy J. Jackson
City Manager

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of May 20, 2008 (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and Land Concern Ltd., a California Corporation (“CONSULTANT”).

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to provide landscape architectural services for the Lomita Right of Way Park Project.
- 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 Scope of Services 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 December 31, 2009.

3. COMPENSATION

- A. CONSULTANT’s Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with 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 \$81,300 (“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

Jonathan 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:

Mike Pierling
Mike Imlay

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 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 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, reimburse defense costs, 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 ("Claims"). The CONSULTANT's obligation to indemnify, reimburse defense costs and hold harmless shall only include, liability or expense, including defense costs and legal fees, to the proportionate extent caused by 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, reimburse defense costs and hold harmless will proportionately 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. However, harmless shall not apply until there has been a determination by a court of competent jurisdiction of arbitrator as to the proportionate extent the Claim was caused by the negligence or willful misconduct of CONSULTANT. It is the express intent of CITY and CONSULTANT that this provision is meant to comply with California Civil Code section 2782, as amended by Assembly Bill 758, and California Civil Code 2782.8. Payment by CITY is not a condition precedent to enforcement of this indemnity.

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: Land Concern Ltd.
1750 East Deere Avenue
Santa Ana, CA 92705

Fax: 949-752-2469

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

Land Concern Ltd.
a California Corporation

Frank Scotto, Mayor

By: _____
Michael T. Imlay
Vice President

ATTEST:

Sue Herbers
City Clerk

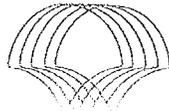
APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A Proposal

Revised: 1/30/01

EXHIBIT A
PROPOSAL



L A N D C O N C E R N
L A N D S C A P E A R C H I T E C T U R E

PROPOSAL FOR LANDSCAPE ARCHITECTURAL SERVICES

This Proposal ("the Proposal") is effective this twenty-third (23rd) day of April, 2008 concerning landscape architectural services and related irrigation design services for "Lomita Park" (a section of Lomita Blvd. between Anza and Kathryn), in the City of Torrance, California, as set forth below:

- Design and development of the area between Kathryn Drive and Anza Drive within the abandoned Lomita Blvd. street section
- Preparation of conceptual studies based upon City of Torrance and Citizen input
- Preparation of Final Conceptual Exhibits based on approved concepts for presentation to Parks Commission and City Council
- Preparation of Construction Documents to City of Torrance standards for plan check, bidding process, and construction

Article I: Landscape Architect's Scope of Services

Section 1: Basic Services

The following shall be considered Basic Services included within the Basic Services fee set forth in Article III, Section 1 of this Proposal, and includes the services of the following sub-consultant(s): irrigation design.

A. Conceptual Design Phase

Based upon the Project Information provided by the Client prior to entering into this Proposal, Landscape Architect will prepare a Conceptual Design Package which outlines the component parts of the landscape design and reflects the Project's aesthetic concepts. Included will be the following:

- Preparation of initial schematic studies based on input from City for presentation to citizens to gain feedback
- Preparation of conceptual landscape plan with rough sketches and/or elevation studies based on initial citizen feedback and City input for second presentation to citizens. These exhibits to be presented in color.
- Preparation of final conceptual landscape plan and sketches for presentation to citizens, Parks Commission, and City Council. These exhibits to be presented in color.
- Preparation of materials and amenities booklet/board for submittal to City Departments, City Parks Commission, and City Council.
- The following meetings/presentations are included in the base fee
 1. Community Workshops (3)
 2. Department Meetings (6)
 3. Presentations to Parks Commission and City Council (2)

B. Construction Document Phase

Following Client's review and approval of the Conceptual Design Package, Landscape Architect will prepare a package of working drawings and specifications setting forth in City of Torrance customary format and Landscape Architects level of quality and detail the requirements for the construction of the proposed work (the "Construction Documents"). Included will be the following:

1750 EAST DEERE AVENUE • SANTA ANA, CA 92705 • 949.250.4822 • F 949.752.2469 • LANDCONCERN.COM

ROBERT M. SAWYER
California Registration No. 1283
Arizona Registration No. 16010
Nevada Registration No. 273

MICHAEL T. ISLAV
California Registration No. 1494
Arizona Registration No. 16009
Texas Registration No. 2010

ANDREW C.N. BOWDEN
California Registration No. 1801

NICHOLAS J. SWEENEY
California Registration No. 2144



The Lomita Park plans will show all areas under the scope and will be prepared at 1"=20' scale with higher detailed areas being shown at 1/8"=1'-0" scale on 24" x 36" sheets from base sheets as prepared by the Landscape Architect with information received from Civil Engineer, a sub-consultant. Included in the package will be the following:

- Construction Plan
- Spot Elevation and Drainage Plan
- Irrigation Plan (Irrigation consultant)
- Tree and Vine Planting Plan
- Shrub Planting Plan
- Lighting Plan
- Site Amenities Plan
- Related Construction Details and Specifications
- Related Irrigation Details and Specifications
- Specifications Book
- Specifications CD (CSI format in MS Word)
- FWD CD-ROM-AutoCAD format
- Submittals to City of Torrance for Permit Approvals

The Construction Documents will be consistent in Landscape Architect's professional judgment with the Project's governmental and quasi-governmental requirements including applicable accessibility and statutory functionality standards, and sufficient to obtain a building permit and for a knowledgeable and experienced general contractor familiar with Building Codes and California statutory functionality standards, with established industry practices, and with projects similar to the Project to bid and to complete construction with only routine inquiries, corrections, and clarifications. These Construction Documents will include specifications and general notes containing performance specifications addressing specific functionality requirements. They will not direct or require specific materials, products, or details of construction except where specifically noted or required by governmental authorities; and unless so noted, the responsibility for the selection, fabrication, and installation of any particular material, product, or assemblage will not lie with Landscape Architect, but rather with those who make and implement these decisions.

C. Construction Phase

During the Project's construction, Landscape Architect will remain reasonably available to respond to the questions and problems which will inevitably arise during the implementation of the Construction Documents.

The Landscape Architect will provide following services as listed in Article III, Section 1, paragraph C, 2 of this Proposal:

- Bi-Weekly Progress Meetings On-Site (10 estimated)
- Pre-Job and Pre-Bid Meeting (1 each)
- Respond to contractor request for information (RFI) regarding plans and specifications during both bid and construction portions of the project
- Review of contractor submittals
- Turnover walks (Maintenance/Pre-Walk/Turnover) (3 total)

In addition Landscape Architect will provide Weekly Construction Site Visits/Observation as listed in Article III, Section 1, paragraph D pursuant to the hourly fee schedule set forth in Article III, Section 2 of this Proposal. During these visits the Landscape Architect shall:

- Observe the overall work for general conformance with the Project's aesthetic concepts.



- Observe the rough grading and initial hardscape concrete forming for general conformance with the Construction Documents, including the geometric layout of hardscape areas.
- Observe hardscape installation for general conformance with the Construction Documents.
- Observe irrigation installation for general conformance with the Construction Documents, or to review the use of the specified equipment, valve pressures, and irrigation coverage, and identify areas in need of additional attention.
- Tag specimen trees at wholesale nurseries.
- Provide representative spotting of plant materials prior to planting to enhance aesthetic effect.
- Observe planting procedures for general conformance with the Construction Documents.
- Review the construction to confirm substantial completion in general conformance with the Construction Documents including, if requested, total plant count and the preparation of a "punch list".
- Observe the overall work at the conclusion of the contractor's maintenance period and, based upon this observation, recommend whether or not final payment is appropriate.
- Review contractor submittals pursuant to the industry-standard protocol set forth in AIA Document A201-1997 for conformance with aesthetic design concepts and such other aspects as the parties may expressly agree.

The Landscape Architect shall coordinate with the City of Torrance the frequency of these specific services to remain within the estimated not to exceed cost. Any authorization to increase the not to exceed cost will be provided in writing.

Section 2: Additional Services

At Client's written request, Landscape Architect will provide additional services pursuant to the hourly fee schedule set forth in Article III, Section 2 of this Proposal:

- A. Preparation of colored renderings, theme boards, models, computer modeling, CADD files, or similar presentation materials.
- B. Participation in design review processing as required by governmental or quasi-government entities in addition to that called for in the Basic Services, or appealing the decisions of such entities, including for example; Homeowner Associations, architectural committees, and municipal design review boards.
- C. Preparation of design and construction documents for aspects of the Project not addressed in the Basic Services including, for example, recreation buildings, sales offices, cabanas, trash enclosures, patio trellises, fencing, entry walls and gates, paving graphics, and signage.
- D. Providing the services of a professional agronomist, or testing or analysis of soil characteristics and constituents as they may affect plant performance.
- E. Providing the services of a professional arborist.
- F. Providing fuel modification plans and specifications.
- G. Preparation of a Project landscape maintenance manual.



- H. Providing documentation by video and/or photographs of the Project's landscaping at completion.
- I. Providing irrigation mainline pressure testing and/or irrigation head coverage testing.
- J. Preparation of documents for alternate, fast track, separate or sequential bids or multiple phases, or providing services in connection with bidding, negotiation, or construction prior to the completion of the Construction Documents including preparation of documentation for separate permit and plan check submittals for any phase following model completion.
- K. Making revisions to the Construction Documents or other documents when such revisions are:
 - Inconsistent with approvals or instructions previously given by Client, including revisions made necessary by changes in the Project program, budget, scheduling or phasing, or the result of Client's failure to render decisions in a timely manner;
 - Required by the enactment, amendment, or revised interpretation of governmental or quasi-governmental requirements subsequent to the preparation of such documents, or by the discretionary decisions of governmental or quasi-governmental officials inconsistent with prior approvals; or
 - Necessitated by site conditions that were neither foreseen nor reasonably foreseeable by Landscape Architect at the time the documentation was originally prepared.
- L. Providing any other services not specifically included in the Basic Services as the parties may mutually agree.

Section 3: Service Clarifications and Limitations

- A. Landscape Architect's services will be performed in a timely manner consistent with good professional practice and the desire that the Project proceed as expeditiously as practical; and Landscape Architect will use its best efforts to meet any reasonable and/or mutually agreed upon schedule, which schedule shall be adjusted only for reasonable cause or by mutual consent.
- B. Landscape Architect's services will be performed in accordance with generally and currently accepted design professional principles and practices as embodied in Landscape Architect's standard procedures and protocols, and will involve no warranties, either expressed or implied. In particular, and without limitation, Landscape Architect will use its best professional judgment in interpreting and applying the requirements of all laws applicable to the Project such as accessibility and building code requirements and statutory functionality standards; but compliance with these laws as they may be eventually interpreted by others cannot be guaranteed. In no event will Landscape Architect guarantee cost estimates or schedule projections, or any prognostications as to future events including discretionary decisions of governmental officials; and it is understood that when used in conjunction with the providing of services pursuant to this Proposal, such terms as "certify", "warrant", "verify", "confirm", "insure", "ensure", "assure", or the like do not constitute a guarantee, but rather a representation based on professional opinion or judgment.
- C. Landscape Architect will provide only the design professional services specifically called for by this Proposal; and in particular and under no circumstances will Landscape Architect provide any:
 - Hazardous waste or toxic substances engineering or other such services, or otherwise have any liability or responsibility concerning compliance with any federal or state environmental or pollution laws, nor investigate any product for environmental or pollution hazards not identified in the published product promotional literature of the product's manufacturer.



- Soils engineering or other geotechnical services whatsoever, or otherwise have any liabilities or responsibility for the Project's soils, subterranean water, and/or subsurface conditions.
 - Contractor functions or services, nor supervise or undertake any responsibility for any contractor performance including construction means, methods, techniques, sequences, quality assurance procedures, or safety precautions.
- D. Landscape Architect will undertake legal responsibility for only the design professional services provided pursuant to this Proposal, and will not be legally liable for delays or other matters beyond its reasonable control; for inaccurate information provided to it by Client or other reasonably reliable sources; for the services of other consultants even if the results of those services are incorporated into Landscape Architect's Instruments of Service for ease of reference or otherwise; for site or soils conditions of which it was not informed; for the specification of products or equipment for purposes consistent with the manufacturers' published literature; for Client's appropriately-advised materials, plant, and equipment decisions; or for the actions or inaction of others including other consultants, contractors, utility companies, and governmental or quasi-governmental agencies.
- E. Landscape Architect will coordinate the services called for by this Proposal, and will participate in the coordination of these services with those provided by the Landscape Architect's sub-consultants.
- F. Landscape Architect will provide design professional services which include the creation of good quality design, but Landscape Architect does not sell designs as such. Drawings and specifications, as Instruments of Service, are and shall remain the property of Landscape Architect whether the project for which they are prepared is executed or not; and they are not to be used by Client for other projects or extensions to this Project except by proposal in writing with the appropriate compensation to Landscape Architect. Upon receipt of payment for the related services, however, Client shall have a transferable nonexclusive license to use Landscape Architect's Instruments of Service and the design embodied therein for any and all purposes consistent with the Project's success.

Article II: Client's Responsibilities

In conjunction with Landscape Architect's performance, and as a material factor in the determination of its fee, Client shall make all reasonable efforts to cooperate with Landscape Architect including without limitation:

- A. Designating a single Project Manager with appropriate authority with whom Landscape Architect can deal, and who will provide prompt and final decisions so as to avoid any unreasonable delay in the progress of the Project or of Landscape Architect's services; promptly review Landscape Architect's submittals for appropriateness and general accuracy and inform Landscape Architect of any problems or concerns; respond to Landscape Architect's questions and requests for approval in a timely manner; provide Project administration and coordination, including appropriate arrangements for coordination of and among Client's various consultants; and submit appropriate applications required by any governmental or quasi-governmental authorities.
- B. Providing appropriate information upon which Landscape Architect can rely regarding Project conditions and program requirements, including such specific information as Landscape Architect may reasonably request such as legal descriptions and limitations, land surveys, civil engineering plans, and geotechnical reports.
- C. Taking all steps which are in its best judgment reasonably necessary or appropriate to ensure the proper construction of the Project, including without limitation retaining only experienced and insured reputable contractors, providing construction supervision and quality control, and requiring any contractor which implements the Construction Documents to take responsibility for its performance by releasing and indemnifying both Client and Landscape Architect to the fullest extent allowed by law concerning the consequences of poor contractor performance and/or any failure to construct the Project in compliance with applicable code requirements, statutory functionality standards, or the Construction Documents.



Article III: Payments to the Landscape Architect

Section 1: Basic Services

The Landscape Architect shall be compensated for the performance of Basic Services set forth in Article I, Section 1 of this Proposal, as follows:

A. Conceptual Design Phase, Included are the following:	\$10,200.00
<ul style="list-style-type: none"> ▪ Preparation of initial schematic studies based on input from City for presentation to citizens to gain feedback ▪ Preparation of conceptual landscape plan with rough sketches and/or elevation studies based on initial citizen feedback and City input for second presentation to citizens. These exhibits to be presented in color. ▪ Preparation of final conceptual landscape plan and sketches for presentation to citizens, Parks Commission, and City Council. These exhibits to be presented in color. ▪ Preparation of materials and amenities booklet/board for submittal to City Departments, City Parks Commission, and City Council. 	
B. Construction Document Phase, Included are the following:	\$27,900.00
<ul style="list-style-type: none"> • Construction Plan • Spot Elevation and Drainage Plan • Irrigation Plan (Irrigation consultant) • Tree and Vine Planting Plan • Shrub Planting Plan • Lighting Plan • Site Amenities Plan • Related Construction Details and Specifications • Related Irrigation Details and Specifications • Specifications Book • Specifications CD (CSI format in MS Word) • FWD CD-ROM-AutoCAD format • Submittals to City of Ontario for Permit Approvals 	
Sub-Total Concept and CD Phase	\$38,100.00
C. Additional Items which are part of Basic Services and are included in the total of the proposal.	
1. Sub-Consultants	
o Survey/Civil Engineer (Adams-Streeter Civil Engineers, Inc)	\$7,500.00
o Electrical/Lighting Engineer	\$5,000.00
o Structural Engineer	\$3,000.00
Sub-Total Sub-Consultant Fees	\$15,500.00
2. Additional Services (Meetings, Site Observation)	
o Community Workshops (3 Required)	\$2,700.00
o Department Meetings (6 Estimated)	\$5,400.00
o Presentations to Parks Commission and City Council (2 Required)	\$2,400.00
o Bi-Weekly Meetings On-Site (10 Estimated)	\$4,650.00
o Pre-Job and Pre-Bid Meeting (1 each)	\$1,550.00
o Turnover walks (Maintenance/Pre-Walk/Turnover) (3)	\$2,500.00
Sub-Total Additional Services	\$19,200.00
GRAND TOTAL	\$72,800.00
D. Other Services	
o Reprographics and Delivery Services	\$4,000.00*
o Weekly Construction Site Visits/Observation (12 Estimated)	\$4,500.00*



(*The amount shown above (D. Other Services) is a not to exceed estimate and actual reimbursable expenses will be billed separately pursuant to the terms set forth for Reimbursable Expenses in Article III, Section 2 of this Proposal and Article III, Section 3 of this Proposal. All authorizations to increase "not to exceed" amounts will be provided in writing.)

Section 2: Additional Services

The Landscape Architect shall be compensated for the performance of any Additional Services under this Proposal in accordance with the following hourly rates:

Principal	\$150.00/hr.
Senior Associate	\$110.00/hr.
Associate	\$95.00/hr.
Landscape Architect	\$90.00/hr.
Project Manager	\$85.00/hr.
Asst. Project Manager	\$70.00/hr.
Designer/Draftsperson	\$60.00/hr.
Clerical	\$50.00/hr.

These hourly rates are subject to change, with thirty (30) days prior written notice to Client of such change.

Section 3: Reimbursable Expenses

The Landscape Architect shall be reimbursed for the following:

- A. Expenses of reproductions, postage, handling of drawings and specifications at 1.1 times actual cost to the Landscape Architect.
- B. Fees for additional approved outside sub-consultants not listed in Article III, Section 1, if any, shall be billed at 1.2 time actual cost to the Landscape Architect.
- C. Fees paid as a Client accommodation for securing approval of authorities having jurisdiction over the Project at actual cost to the Landscape Architect.
- D. Any other costs, fees, or expenses authorized by the Client.

Section 4: Fee Adjustments

The Landscape Architect's fees shall be equitably adjusted if:

- A. The scope and/or difficulty of the Landscape Architect's performance of the Basic Services set forth in Article I, Section 1, are increased by site conditions or other factors which were not reasonably anticipated by the Landscape Architect at the time this Proposal was entered into, or by significant changes in the project's scope, sequencing, or scheduling.
- B. The project is delayed for more than six (6) months due to circumstances not reasonably within the Landscape Architect's control.

Section 5: Invoices

Landscape Architect will bill the Client on a monthly basis for amounts due hereunder. Each invoice shall be due and payable upon receipt, and delinquent 30 days after its date. In the event of delinquency, interest shall accrue at the rate of 1.5% per month, compounded monthly, or at the highest rate allowed by law, whichever is lower, with payments applied first to accrued interest; and Landscape Architect should have the right to suspend its performance and withhold or withdraw any Instruments of Service or license with no liability for so doing. In light of the obvious advantage of resolving questions and disputes regarding the Landscape Architect's billings quickly and while recollections are fresh, Client will notify Landscape Architect of any questions or dissatisfaction which it may have regarding any particular invoice within 30 days of the invoice date; and if Client fails to give Landscape Architect such notice, then Client will have waived its right to dispute the accuracy and appropriateness of the invoice, and the invoice will be binding upon Client. No deduction shall be made from payments due Landscape Architect on account of problems or losses for which Landscape Architect has not been held legally responsible.