

COUNCIL MEETING OF
September 22, 2009

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

Members of the Council:

SUBJECT: Community Development – Time Extension of Consulting Services Agreement with Hogle-Ireland Inc. for the General Plan Update

Expenditure: None

RECOMMENDATION

Recommendation of the Community Development Director that the City Council execute a Fourth Amendment to the existing Consulting Services Agreement (C2004-197) with Hogle-Ireland, Inc. to extend its services from October 31, 2009 to January 31, 2010, a 3-month time extension.

FUNDING

No additional funding requested.

BACKGROUND/ANALYSIS

Staff is requesting another time extension for the Hogle-Ireland, Inc. contract for the general plan update in order to retain their services through the final public hearings on the general plan and general plan environmental impact report (EIR).

On October 26, 2004, the City Council awarded a Consulting Services Agreement to Cotton/Bridges/Associates to prepare a comprehensive update to the City's General Plan, with the exception of the Housing Element, which was certified by the State in 2001 and, as of 2004, was not due to be updated for several years. The First Amendment to the Consulting Services Agreement was approved by the City Council extending the Agreement to October 26, 2007. A Second Amendment was approved by Council assigning the Agreement from Cotton/Bridges/Associates to Hogle-Ireland, Inc. and extending the term to October 31, 2008. An update to the Housing Element was also added to the new scope of work under the amended contract. On September 23, 2008, a Third Amendment was approved extending the term of the agreement to October 31, 2009.

Since February 2005, staff has held 18 public workshops with the Planning Commission on the State-mandated elements that comprise the Draft General Plan, which are Land Use; Circulation & Infrastructure; Community Resources (covers open space; parks, recreation, cultural & community enrichment; historic preservation; air quality; water; minerals; wildlife protection; aesthetics; and, energy and sustainable practices), Safety, Noise and the Housing Element. The

last workshop on the Housing Element was held on August 27, 2008. Staff has also conducted outreach workshops with the other City's commissions and their input has been incorporated into the Draft General Plan. Additionally, staff initiated separate outreach meetings with all of the City's homeowners associations to identify issues relating to their objective to enhance and protect the City's residential neighborhoods.

Once the Draft General Plan was near completion, staff requested Council's approval of a consulting services agreement for preparation of an Environmental Impact Report (EIR) to address the minimal changes being proposed in the Draft General Plan, which was authorized by Council on May 13, 2008. The Draft EIR was sent out for a 45-day public review period starting July 23, 2009 and ending on September 8, 2009. The following is a tentative schedule of the upcoming public workshops/hearings on the Draft General Plan/Final EIR:

- o September 23, 2009 (public workshop on the Draft General Plan to be held with the Planning Commission to bring new Commissioners up to date);
- o October 14, 2009 (public workshop on both the Draft General Plan & Final EIR to be held with the Planning Commission)
- o October 28, 2009 (Planning Commission public hearing on the Draft General Plan & Final EIR)
- o November 10, 2009 (City Council public hearing on both the Draft General Plan & Final EIR.
- o November 17, 2009 (City Council continued public hearing if needed).

To allow staff to complete the general plan update, staff recommends that the City Council execute a Fourth Amendment to the existing Consulting Services Agreement (C2004-197) with Hogle-Ireland, Inc. to extend its services to January 31, 2010.

Respectfully submitted,

JEFFERY W. GIBSON
Community Development Director

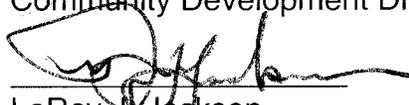
CONCUR:



 Jeffery W. Gibson
 Community Development Director

By 

 Ted Semaan, Manager
 General Plan & Redevelopment



 LeRoy Jackson
 City Manager

Attachments:

- A. Fourth Amendment to Agreement

FOURTH AMENDMENT TO AGREEMENT (C2004-197)

This Fourth Amendment to Consulting Services Agreement ("Fourth Amendment") is made and entered into as of _____, 2009, by and between the CITY OF TORRANCE, a municipal corporation ("CITY") and Hogle-Ireland, Inc., a California Corporation ("CONSULTANT").

RECITALS:

- A. On October 26, 2004, CITY and Cotton/Bridges/Associates, a division of P & D Consultants, a Delaware corporation, entered into an Agreement (the "Agreement") whereby Cotton/Bridges agreed to perform certain services in connection with a comprehensive general plan update.
- B. The Agreement was for a two-year term, effective through October 26, 2006. The compensation to be paid to Cotton/Bridges pursuant to the Agreement was \$330,710, plus a 5% contingency of \$16,535.
- C. The Agreement was amended by that certain Amendment to Agreement, entered into as of October 26, 2006. The Amendment extended the term of the contract for one year.
- D. On March 14, 2005, Cotton/Bridges notified the CITY that it was changing its name to P & D Consultants. In December 2005, AECOM, the parent company of P&D Consultants, acquired EDAW. As part of the corporate restructuring, AECOM decided to place all of its planners into EDAW. The transfer of planners from P&D Consultants to EDAW occurred in April 2006.
- E. At all times during the performance of the Agreement, Laura Stetson, AICP, Senior Project Manager, and Diana Gonzalez, AICP, Project Manager, have been the principals on the CITY's comprehensive general plan update. In May 2007, Stetson and Gonzalez left EDAW and joined CONSULTANT.
- F. As of August 21, 2007, the City approved a Second Amendment to the Agreement, which contained the City's consent to the assignment of the Agreement to CONSULTANT for completion. The parties also amended and expanded the scope of work, to increase the compensation to be paid to CONSULTANT pursuant to the Agreement, and to extend the term of the contract through October 31, 2008.
- G. The original scope of work to be performed pursuant to the Agreement was set forth in Cotton/Bridge's Proposal submitted to the CITY in response to the

Request for Proposals. By way of the Second Amendment, the parties supplemented the original scope of work to add an additional scope of work for the CITY's housing element update.

H. As of September 23, 2008, the City approved a Third Amendment to the Agreement extending the services of CONSULTANT to October 31, 2009.

I. Both parties now wish to extend the Term of the Agreement.

AGREEMENT:

1. Paragraph 2 "TERM" is amended to read in its entirety as follows:

"2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect through January 31, 2010."

2. In all other respects, the Agreement and all previous amendments are ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
a Municipal corporation

HOGLE-IRELAND, INC.
a California Corporation

Frank Scotto, Mayor

By: _____
Paul Ireland, Vice President

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____
Jocelyn Poblete
Legal Counselor

Attachments (Limited Distribution):
Exhibit A- Consulting Services Agreement
Exhibit B- First Amendment
Exhibit C- Second Amendment
Exhibit D- Third Amendment

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of October 26, 2004 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Cotton/Bridges/Associates, a division of P&D Consultants, a Delaware corporation ("CONSULTANT").

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONSULTANT to a comprehensive update to the City of Torrance's General Plan which includes updating all existing elements, with the exception of the housing element.
- B. In order to obtain the desired services, the CITY has circulated its Request for Proposal for the Comprehensive General Plan Update (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 October 26, 2006.

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 \$330,710.00 ("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.

C2004-197

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 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.

7. **THE CITY'S REPRESENTATIVE**

Michael Bihn 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:

Laura Stetson, AICP Associate Vice President
 Jeffrey A. Henderson, AICP Senior Associate

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 City Council, each member thereof, present and future, its officers, 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 bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused. 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. 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 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 negligent.

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, the City Council and each member thereof, members of boards and commissions, every officer, official, and employee 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 or authorized 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.

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.

Addresses for purpose of giving notice are as follows:

CONSULTANT: Cotton/Bridges/Associates
800 E Colorado Blvd., Ste 270
Pasadena, CA 91103

Fax: 626-304-0402

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 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.

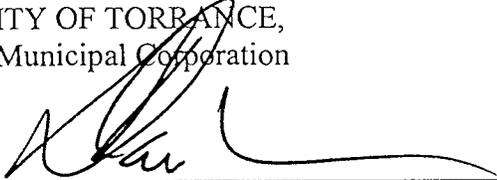
30. **EXHIBITS**

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



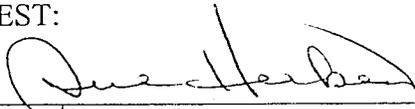
Dan Walker, Mayor

Cotton/Bridges/Associates
a Division of P&D Consultants
a Delaware corporation

By: 

Laura Stetson, Associate Vice President

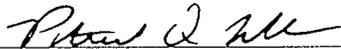
ATTEST:



Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: 

Attachments: Exhibit A: RFP
 Exhibit B: Proposal

Revised...: 1/30/01

EXHIBIT A
REQUEST FOR PROPOSALS

CITY OF TORRANCE
COMMUNITY DEVELOPMENT DEPARTMENT
3031 Torrance Blvd.
Torrance, CA 90503

Request for Proposals for Comprehensive General Plan Update

PROPOSAL SUBMITTAL INFORMATION

PLACE: CITY OF TORRANCE
City Hall
Community Development Department
3031 Torrance Blvd.
Torrance, CA 90503

DEADLINE: 2:00 PM

DATE: Thursday, September 9, 2004

The ORIGINAL, PLUS TWO (2) COPIES of the PROPOSAL must be submitted in a sealed envelope and marked with the RFP title.

PROPOSALS MAY BE MAILED OR HAND DELIVERED. NO FAXED PROPOSALS WILL BE ACCEPTED. LATE PROPOSALS WILL NOT BE ACCEPTED.

All responses must include the following components:

- Proposer's Response (Section III of this document). You must submit your response on the forms provided. (If additional space is required, please attach additional pages.)
- Proposer's Affidavit (Attachment 1)

Any questions regarding this proposal should be directed to:

Jeffery W. Gibson
Community Development Director
City of Torrance
Attn: Mike Bihn, Planning Manager
Redevelopment, Housing & General Plan Division
(310) 618-5990

During the proposal period, all questions must be posed in writing and mailed, e-mailed, or faxed by 2:00 p.m. Thursday, September 2, 2004. No verbal responses will be given. Written responses to all substantive questions will be mailed, e-mailed, or faxed to all firms that received this RFP.

CITY OF TORRANCE
COMMUNITY DEVELOPMENT DEPARTMENT
3031 Torrance Blvd.
Torrance, CA 90503

Request for Proposals for Comprehensive General Plan Update

SECTION I RFP INSTRUCTIONS AND INFORMATION

Notice is hereby given that proposals will be received in the Community Development Department, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 2:00 p.m. on Thursday, September 9, 2004. The proposals should be submitted in a sealed envelope and clearly marked: "PROPOSAL FOR GENERAL PLAN UPDATE."

Proposal Form:

The proposal must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked "Proposal for General Plan Update" and addressed to the Community Development Department, City of Torrance, 3031 Torrance CA. 90503. If the proposal is made by an individual, 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 incomplete 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 Proposers 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 Proposal (RFP) 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.

The Contract:

The Proposer to whom the award is made will be required to enter into a written contract with the City of Torrance, in the form attached. A copy of this RFP will be attached to and become a part of the contract.

Standards for Evaluation of Proposals:

**** Note: If you have special evaluation criteria, and/or special requirements, you must review them with the City Attorney's Office before including them in this RFP****

The City staff will use the following priorities, as well as pricing, in determining which proposal best meets the needs of the City. The City must be the sole determiner of suitability to the City's needs.

Proposals will be rated according to their completeness and understanding of the City's needs, conformance to the requirements of the technical specifications, prior experience with comparable proposals, financial capabilities, delivery, and cost.

:
:

19
CITY OF TORRANCE
COMMUNITY DEVELOPMENT DEPARTMENT
3031 Torrance Blvd.
Torrance, CA 90503

Request for Proposals for Comprehensive General Plan Update

SECTION II TECHNICAL REQUIREMENTS

Introduction:

The following technical requirements describe the desired work to be performed for the General Plan update.

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 City of Torrance will govern.

Copies of the existing General Plan document, the Environmental Impact Report prepared for the last comprehensive General Plan update in 1992, and, the 1999 Torrance Strategic Plan may be picked up at the Community Development Department, City Hall, 3031 Torrance Boulevard, Torrance, California (phone no. 310.618.5990).

General Requirements:

The City of Torrance is commencing a comprehensive update of its General Plan that will include updating all existing elements, with the exception of the housing element. A separate RFP for preparation of an environmental impact report to address the update will be sent out later. We are seeking proposals from experienced planning firms to assist with this update. The last comprehensive update of the General Plan was done in 1992 with the exception of the Housing Element which was last updated and certified by the State in 2001. The existing General Plan includes all State-mandated General Plan elements – Land Use, Circulation, Conservation, Open Space, Recreation, Noise, Safety and Housing. Where possible, consolidation of elements is desirable. It is not anticipated that there will be a need for any new elements. City staff will provide the majority of data used for the update with the exception of any data requiring professional technical knowledge. It is desirable to link the General Plan goals, objectives and policies with the City's Strategic Plan.

It is intended that the existing General Plan will serve as the basis from which to begin the update rather than a complete rewrite. It is further anticipated that all General Plan elements will be updated concurrently. The goal is to create a user-friendly general plan, to update the technical accuracy of the existing General Plan; to develop new goals, objectives and policies as appropriate to address current community issues and concerns; and, reflect foreseeable circumstances. Additionally, to aid in creating a user-friendly document, a table of contents, executive summary, technical appendices, and bibliography should be added. The consultant will also be responsible for any required technical studies needed for the General Plan update, with the exception of a city-wide traffic count/traffic model analysis which has been contracted out separately with a traffic engineering firm. The traffic engineering firm will provide a copy of the final traffic count/traffic model for incorporation into the general plan update.

The update will reflect the changes in the community's attitudes and approaches to development, maintaining the integrity of the neighborhood, unit, improvement of the quality of life within the community, and economic development issues. The General Plan must be internally consistent and ensure maximum legal defensibility, as well as be responsive to the vision of the Citizens of Torrance. The final product will be a living document that is clear and concise using the most current technology available to make the General Plan update as accessible to the public as possible. The final document should be presented in a concise and user-friendly manner that it easily understood by the general public.

Background

The City of Torrance has a population of 137,946 and is centrally located in the southwest corner of Los Angeles County in an area known as the South Bay. Torrance is the 4th largest city in Los Angeles County and the 2nd largest city in the South Bay. Torrance is known for its Del Amo Shopping Mall (the largest enclosed shopping mall in the west), its financial district, its Torrance Beach, the Madrona Marsh – a freshwater nature preserve, and, the Torrance Cultural Arts Center. Torrance is situated halfway between Los Angeles and Orange Counties and bound by the Pacific Ocean on the west.

Torrance has transformed itself from a small industrial community to a retail, financial and corporate center that provides a positive climate for business. The City has become the headquarters for major employers such as Honda, Toyota, Epson and Kubota. The Torrance Municipal Airport, capable of handling most corporate aircraft, provides ready access to local businesses.

Although the City is largely built-out, quality of life issues and land use issues continue to be big concerns with residents as the city faces the development of remaining parcels. The residents of Torrance strongly believe that the City is special and want to retain that special feeling. It is the type of community people want to live in because they do feel a sense of belonging. The residents of Torrance expect all new development to fit into the fabric of the community and demand that new development not adversely impact their quality of life.

Work Performed by Proposer:

It is anticipated that firms may prefer to team or joint venture with other firms in order to meet all of the qualifications necessary to carry out the comprehensive general plan update. The City of Torrance is open to suggestions other than those listed here that would be of value in producing an updated General Plan that reflects Torrance's unique character. The following describes the *minimum* scope of work for the proposed project:

- Work with city staff to prepare a detailed scope of work for the general plan update, including detailed time schedules and activities, budget and contract, and, public participation plan.
- Prepare any technical studies generally required for a general plan update, with the exception of the city-wide traffic count/traffic model which is currently being prepared separately by a traffic engineering firm.
- Work closely with city staff to ensure that the Land Use Element corresponds directly with revisions made to the Circulation Element based on the new city-wide traffic count/traffic model analysis that is currently under contract. The circulation element also has direct relationships with the housing, open-space, noise and safety elements which will need to be compatible as a result of the update process.
- Work with city staff to clarify the objective of the General Plan update, the scope of issues to be identified, and develop an appropriate format including graphic presentation.
- Attend and participate at approximately 15 public workshops conducted by the Planning Commission and one public hearing before the City Council.

- Prepare a comprehensive general plan update for ~~21~~ existing elements with the exception of the housing element incorporating updated data/maps furnished by city staff using an agreed upon format. Where possible, it is desirable to consolidate elements.
- Assist city staff in identifying issues, constraints, and opportunities and defining Torrance's vision, assist in formulating new goals, objectives and policies from input received from the Planning Commission public workshops which we anticipate linking with the City's Strategic Plan.
- Assist staff in making all information regarding the update available to neighborhood groups and the general public as early as possible. This may be accomplished through the use of newsletters, the city's web site, and public workshops, etc. as agreed upon by city staff and the consultant.
- Work with staff to identify and correct any internal inconsistencies in the general plan and with the Zoning Ordinance.
- Assist city staff in meeting separately with any community organizations, i.e., the Chamber of Commerce, Homeowner's Associations, etc. if needed.
- Assist city staff in identifying population/housing trends and preparation of population and housing projections through 2025.
- Assist city staff in identifying economic trends (employment, business climate, etc.).
- Prepare and submit 5 copies of an Administrative Screen Draft and present findings to city staff.
- Prepare and submit 25 copies of the DRAFT general plan document upon approval of a screen draft by city staff, along with one electronic copy and one hard copy in an agreed upon Microsoft Word format. We will also need an internet ready copy in PDF format (including text, maps & graphics – each element should be saved separately). Map deliverables will include ESRI ArcGIS 9 map layout files and all applicable GIS data layers in a format and coordinate system compatible with the City's GIS.
- Prepare and submit 25 copies of the FINAL general plan document along with one electronic copy and one hard copy in an agreed upon Microsoft Word format. We will also need an internet ready copy in PDF format (including text, maps & graphics – each element should be saved separately). Map deliverables will include ESRI ArcGIS 9 map layout files and all applicable GIS data layers in a format and coordinate system compatible with the City's GIS.

Proposal Submittals:

Each proposal must contain:

1. Cover Letter – all proposals must be accompanied by a cover letter, signed by the individual authorized to bind the proposing entity.
- 1 ~~X~~ 2. Identification of the Proposer – include name, address, and telephone number of the individual firm, and relevant persons.
- 2 ~~X~~ 3. Qualifications, Experience, and Technical Competence of Individuals Performing Work – provide the experience of both the firm and key staff members in successfully completing similar general plan updates. Identify the individuals who will be working on this project, according to their roles and responsibilities and including the time allocated for their services. Provide related past and present experience, including

individual projects and the names of references relative to these projects. Include resumes and identify the project manager.

- 2 X. List of the names, addresses and telephone numbers of any additional firms you intend to use - state the names and qualifications of all persons to be assigned to the project. Identify the roles and responsibilities each team member will have. Identify the key personnel who will be assigned to this project and a description of their responsibilities. Also, list recent projects on which principal staff have worked and describe their responsibilities.
- 4 X. Project Overview and Approach to Accomplish Work – provide detailed description of the proposed approach for undertaking and completing the proposed project. Include any steps/tasks not included under "Scope of Work" that may affect the quality of the project if omitted.
- 5 X. Budget – provide a detailed fee schedule broken down by objective, function, consultant, work phases. Indicate hourly rates of individuals involved and the fee structure for additional work outside of the contract. This information should be written so that it may be incorporated, as modified during the contract negotiation meetings, as an attachment to the consultant agreement.
- 6 X. Schedule Time Line – provide the time schedule proposed for this project along with estimated completion date.
- 7 X. References – provide a minimum of three (3) references for similar work, including the name of a contact person, address and phone number, along with brief description of the work performed.

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Insert name and business entity description, i.e. XYZ Corporation, a California Corporation ("CONSULTANT").

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONSULTANT to Insert brief description of services.
- B. In order to obtain the desired services, the CITY has circulated its Request for Proposal for Insert brief title of RFP, RFP No. Insert RFP No. (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 _____.
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 \$Insert dollar amount ("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 OR 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

Insert a specific person 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:

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 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 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, 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.

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.

Addresses for purpose of giving notice are as follows:

CONSULTANT:

Cotton/Bridges/Associates
800 E. Colorado Blvd., Ste. 270
Pasadena, CA 91101

Fax: 626-304-0402

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 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.

Please attach the appropriate consulting services agreement located on TEN under the following headings;

City Departments/City Attorney/Consulting Services Agreement-RFP

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

Insert name of business
Insert type of entity

Dan Walker, Mayor

By: _____
Insert Name and Title

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A: RFP
 Exhibit B: Proposal

EXHIBIT B
PROPOSAL

33
CITY OF TORRANCE
COMMUNITY DEVELOPMENT DEPARTMENT
3031 Torrance Blvd.
Torrance, CA 90503

Request for Proposals for Comprehensive General Plan Update

SECTION III PROPOSAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL.

In accordance with your "Request for Proposal", the following proposal is submitted to the City of Torrance.

Proposal Submitted By:

Cotton/Bridges/Associates (CBA)

Name of Company

800 E. Colorado Blvd. Suite 270

Address

Pasadena, California 91101

City/State/Zip Code

Laura Stetson, Associate Vice President

Printed Name/Title

Phone: (626) 304-0102 ext. 212 Fax: (626) 304-0402

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?
CBA has been in business since 1976. We merged with P&D Consultants in February
of 2002. P&D Consultants has been in business for fifty years.

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

N/A

Contact for Additional Information:

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

Laura Stetson
Name

Associate Vice President
Title

Phone: (626) 304-0102 ext. 212 Fax: (626) 304-0402
Telephone Number/Fax Number

Addenda Received:

Please indicate addenda information you have received regarding this proposal:

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

No Addenda received regarding this proposal.

Payment Terms:

Are you proposing any discounts for early payments?

Yes _____ No

If yes, what are your discounted invoice terms? _____

Delivery:

What is the lead time for delivery? We accept the City's lead time as listed in the RFP. _____ days/weeks

References:

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

City of Manhattan Beach Planning Dept., 1400 Highland Avenue, Manhattan Beach, CA 90266
Contact: Laurie Jester, Senior Planner, 310-802-5510

<u>Name of Company/Agency</u>	<u>Address</u>	<u>Person to contact/Telephone No.</u>
City of Rancho Santa Margarita,	30211 Avenida de las Banderas,	Rancho Santa Margarita, CA
Contact: Kathleen Haton,	Planning Director,	949-635-1816 90266
<u>Name of Company/Agency</u>	<u>Address</u>	<u>Person to contact/Telephone No.</u>

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

Costs:

\$ 306,790

Additional costs (please specify)

\$ _____

Section 5.0 presents a complete breakdown of tasks and costs per task in a clear, understandable table. It would be best to review it on page 5-1 and the two spreadsheets that accompany it.

Grand Total

\$ 319,790

Proposer must complete each item with either a check mark to indicate that the item being proposed is exactly as specified, or enter a description in the Proposer's comments column to indicate any deviation from the specifications of the item being proposed.

SERVICE SPECIFICATION COLUMN	PROPOSER'S COMMENTS COLUMN

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

36

Submittal Requirements	Check here if included:
Cover letter and firm identification	X
Qualifications and experience	X
Subconsultant information	X
Overview and approach	X
Budget and timeline	X
References	X
Exhibits A and B	X
Proposer's Affidavit	X

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

PROPOSER'S AFFIDAVIT

Laura Stetson being first duly sworn, deposes and says:

1. That he/she is the Associate Vice President of Cotton/Bridges/Associates, a Division of P&D
(Title of Office) (Name of Company) Consultants
hereinafter called "Proposer", who has submitted to the City of Torrance a proposal for
General Plan
(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 materialman, 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 23 day of September, 2004.

Laura Stetson
(Proposer Signature)
Laura Stetson, AICP, Associate Vice President
(Title)



Section 4.0 — Project Overview and Approach

The City of Torrance seeks to undertake an exciting, community-building program to establish a renewed vision for its future, and to identify actions the City will take to secure that vision. CBA and its team of carefully selected technical specialists are pleased to present this proposal to work with your community on this program.

The City's current General Plan clearly and comprehensively defines those characteristics that distinguish Torrance. The General Plan goals and policies that have guided the City well over the past decade have included the following planning objectives:

- To maintain the City as a major financial and retail center with outstanding medical care facilities, excellent schools, fine dining, and a wide range of hotels
- To preserve the City's 350-acres of open space and parkland, which includes the Madrona Marsh, for the public's enjoyment
- To protect the City's parkland from damaging development practices and preserve a significant portion of these resources
- To preserve Torrance's distinctive character and sense of place
- To provide a street and circulation system that minimizes the impact of cars on residential neighborhoods, and that offers alternatives to the use of private automobiles
- To encourage a cooperative and coordinated public and private sector social planning and service delivery process

The City's Objectives for this Update

As identified in the City's RFP, Torrance seeks a technical revision of the current General Plan. Although the General Plan was last comprehensively updated in 1992, with more recent amendments to the Housing Element, the values and goals contained in the Plan continue to remain valid. Through the proposed General Plan update program, the City seeks to rearticulate these goals and determine how they may apply to several issues now facing Torrance, including:

- 1) Identifying future uses for vacant properties
- 2) Ensuring fiscal stability through a diversified tax base
- 3) Maintaining a high level of public services and quality public facilities, particularly parks
- 4) Funding community improvements
- 5) Defining the highest and best uses for aging commercial properties
- 6) Identifying suitable sites for higher-density housing development to help meet local needs (particularly senior residents), as well as to address regional housing issues

- 7) Responding creatively to increased traffic volumes and the need for traffic calming, with increased emphasis on alternative transportation modes for internal trips (e.g., better bikeways and enhanced pedestrian environment)



The General Plan update program will not include a comprehensive update of the City's Housing Element. However, land use policies addressed within the General Plan update must be consistent with the City's adopted 2000-2005 Housing Element. In addition, it is anticipated that new Regional Housing Needs Assessment (RHNA) numbers will be released by SCAG during the course of this work program. CBA is fully prepared to amend this work scope to complete the City's next Housing Element in tandem with the other elements of the General Plan. We will work with City staff to determine the need for a Housing Element update following contract initiation.

Through this update program, the City will develop new technical information to support revised land use and circulation policies, and will build a new community vision for the future. This process comes at a critical time for Torrance, as the City seeks to build consensus regarding the desired future within a community that fears the effects of what is perceived by some as unconstrained development. We will work with staff and the community to define what is acceptable for Torrance, to establish realistic objectives for the future, and to develop action programs to achieve the objectives.

Foremost, Torrance seeks to engage the public fully to define a refined vision for the next 20 years, and to identify practical steps the City can take to implement its goals. The public engagement effort must be innovative and creative, providing opportunities for people to participate. In addition to thirteen workshops conducted by the Planning Commission, the broader public will have opportunities to participate at two community workshops.

Overview of Our Approach and Work Program

Based on our review of the Request for Proposals, our conversations with City staff, and our team's knowledge of the community, we have put together a scope of services that responds to the City's needs and objectives. The schedule diagram in Section 6.0 provides an overview of the program.

Engaging the Public

CBA will conduct the Public Participation component of the General Plan. The public outreach and participation efforts will:

- Establish community goals and policies for the future of Torrance
- Inform community stakeholders and the public-at-large of the comprehensive General Plan program and opportunities to participate in the program
- Engage the public in updating goals for the future, and commenting on alternatives available within key focus or study areas

- Include the community's ideas and comments to the fullest degree possible and appropriate in the development of the General Plan

The public involvement strategy we have developed has been designed to gain insight from residents, business owners, and persons and groups with large property interests. Our program includes the following:

- Two community festivals hosted by the Planning Commission to generate public discussion regarding land use policy options for key focus areas, and to review the draft General Plan
- Thirteen public workshops conducted by the Planning Commission to kickoff the program, to review technical reports and information, to discuss land use policy options for key focus areas, to develop new policy where needed, and to review the draft General Plan
- Use of the City's website with a dedicated General Plan section that we will develop and maintain to inform community stakeholders and the public-at-large that the City is undertaking a comprehensive General Plan

Community Festivals (2)

Two facilitated, interactive community festivals are recommended to generate community interest and participation in the Torrance General Plan Program. These workshops will be conducted using a community open house format at key phases in the work program. These festivals will be hosted by the City Planning Commission, although CBA will maintain primary responsibility for facilitation. City staff will maintain responsibility for logistical support and public notice.

Planning Commission Workshops (13)

Pursuant to the RFP, CBA will assist in facilitation of 13 workshops conducted by the City Planning Commission. We propose also for the Planning Commission to conduct two larger Community Festivals (described above). The objectives of the 13 workshops are to:

- Introduce the Planning Commission to the work program (Meeting 1)
- Review land use, economic, community facilities, geotechnical and noise technical reports and existing circulation information (Meetings 2,3,4)
- Review and discuss up to three land use alternatives for key focus areas (Meetings 5,6,7)
- Review and discuss potential changes to current General Plan vision, goals, objectives, policies or programs (Meetings 8,9,10)
- Review the draft General Plan (Meetings 11,12)
- Conduct a public hearing and recommend the draft General Plan for Council adoption (Meeting 13)

At the City's discretion, these workshops may be held either with the full Commission, or with smaller working groups formed by the Commission. CBA will work with the City to refine the public outreach strategy and approach.

Use of Website

The CBA team will provide information about the General Plan program on an ongoing basis as material that the City can incorporate into the City's existing Internet web site. We will work in conjunction with City staff to develop ongoing public materials and information including:

- Overview and status of the General Plan program
- Upcoming meetings schedule
- Summary of proposed General Plan

GIS Data and Mapping

An important component of the General Plan program is the establishment of mapping to accurately depict locations of land uses, circulation routes, community resources, environmental constraints, and other features of the Plan. CBA will use ArcGIS 9.0 to conduct spatial analysis and prepare maps for the General Plan. In conjunction with ArcGIS, we will also use Community Viz, an integrated ArcGIS extension that allows participants and decision-makers to view and respond to land use alternatives, and to see how they can impact circulation and environmental conditions in a workshop setting. Adjustments and changes to land use alternatives, such as variations in permitted residential density ranges, can be evaluated within the context of a live workshop, allowing residents and businesses to respond to those changes.

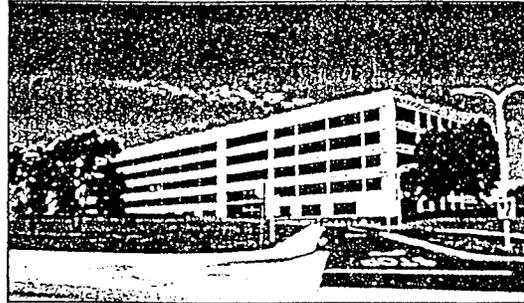
CBA has extensive experience using GIS for General Plan programs. Since 1986, CBA has used computer mapping to calculate areas of existing and proposed land uses and to estimate future development for general plans, redevelopment plans and EIRs. ArcGIS has been used on many assignments to develop demographic, housing, economic and environmental information used in developing plans. General Plan exhibits will be developed using ArcGIS 9.0, to produce maps of excellent quality and accuracy.

CBA understands the importance of ensuring that information developed during the General Plan program matches the accuracy of information, both positional and attribute-related, currently within the City's existing GIS system. GIS data created by CBA will be in the same projection and coordinate system as the City's existing data and will be provided to the City in either shapefile or geodatabase format, as desired by the City. We will ensure the accuracy of the data produced before the information is provided to the City, and will register all new or modified information to the City parcel base map to maintain system integrity. CBA will work closely with Torrance GIS staff to ensure consistency of data quality and map products with existing City standards.

Using Technical Information to Reach Sound Decisions

As a key first step in the work program, we will conduct background research on several issues relevant to the urban environment:

- Land Use
- Economic Trends and Conditions
- Parks, Recreation and Community Facilities
- Geology and Hazards
- Noise



For each of these issue areas, we will prepare existing conditions reports that will serve several important functions: as background information provided to the Planning Commission, as baseline conditions that help the consultant team understand Torrance, and as the existing setting section for the General Plan EIR, to be prepared independently from this program.

We are also prepared to incorporate and integrate technical findings of the Citywide Traffic Study currently being prepared under separate contract.

Creating a Flexible Work Scope

As you read through our work scope and budget, please note that we have prepared the scope based on our understanding of the City's objectives for this program. However, all tasks can be considered flexible and subject to modification, and we will gladly adjust the work scope and budget to meet your specific needs.

Detailed Work Scope

To complete the Torrance General Plan program, we will undertake the tasks, produce the work products, and attend the meetings identified in the following scope of work.

Task 1 Program Refinement

This task provides the project team with a solid foundation and understanding of the issues important to the General Plan Program. We begin the program with a staff meeting to refine the work scope and establish a definitive project schedule with work product delivery dates.

1.1 Refine Work Program

Refinement of the overall work program is an important step in clarifying specific tasks, products, and responsibilities. CBA will meet with City staff to confirm revisions desired by the City to this work program.

Product 1.1: Refined Work Scope (1 copy and PDF)

1.2 Program Kick-off Meeting

The kick-off meeting provides an opportunity for all key City staff and consultant team members to get together and identify data sources and other resources to be used in the program, to brainstorm ideas, and to allow the consultant team to enhance their knowledge of Torrance. A three-hour meeting is assumed.

- Product 1.2: Program Kick-off Meeting

1.3 Collect Existing City Documents, Plans, and Studies

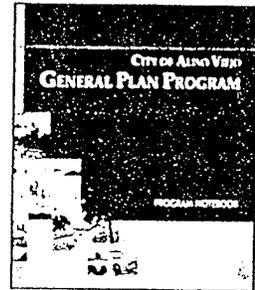
This sub-task involves a coordinated data collection effort to provide the background information necessary to complete the General Plan. The consultant team will review the numerous documents, plans, and reports that describe and discuss the City's efforts of management, planning, and improvement in the recent past. This sub-task allows the team to assimilate completed work, ideas, and efforts into the General Plan Program without duplicating past work.

Product 1.3: Annotated Bibliography of Existing City Documents, Plans and Studies (1 copy and PDF)

1.4 Program Logo and Notebooks

CBA will prepare a full-color logo for use throughout the General Plan program, as well as program notebooks for distribution to key City staff and the Planning Commission. The notebooks consist of three-ring binders suitable for organizing and maintaining written information provided by the team during the course of the program.

Product 1.4: Program Notebooks (25)



Program Notebook:
Aliso Viejo General Plan



Bus Tour with City Staff:
Riverside General Plan

1.5 Conduct Initiation Bus Tour with City Staff

Key members of the consultant team and key City staff will take a bus tour to visit potential focus areas and other locations that need to be addressed in the General Plan. This task is important for consultants to begin to understand the major planning issues the City is facing, but to also hear staff members from different City departments respond and comment on these areas. A half-day tour is assumed.

Product 1.5: Bus Tour with City Staff

1.6 Interview Department Heads and Community Stakeholders

Key members of the consultant team will interview various City department heads to gain an understanding of critical issues affecting various aspects of the community and local government. We will also conduct interviews with key community leaders to explore issues, opportunities, barriers and resources to be considered in the update process. Where possible, these interviews will be conducted in person. The scope assumes that City staff will arrange for these interviews and that they are grouped, as much as possible, over a two-to three-day period. Department heads and stakeholders to be interviewed will be determined in conjunction with Planning Department staff as part of refining the work program. The outcome will be production of a Key Findings summary.

Product 1.6: Department Head and Stakeholder Interviews (up to 20) and Key Findings Summary (1 copy and PDF)

1.7 Develop GIS Information and Map

CBA will use ArcGIS 9.0 to create suitable data and maps for the General Plan, particularly the land use policy map and others describing environmental conditions, such as fault zones, flood zones, and etc. CBA acknowledges that the City GIS staff may provide a base map template for consultants to use when creating maps for overall consistency. CBA will also compare the existing Land Use Policy map and existing Zoning map to identify technical inconsistencies. We will also use GIS to support the Community Viz land use modeling and visualization application in later phases of the work program.

Product 1.7: General Plan Basemap (1 copy and PDF)

1.8 Project Website

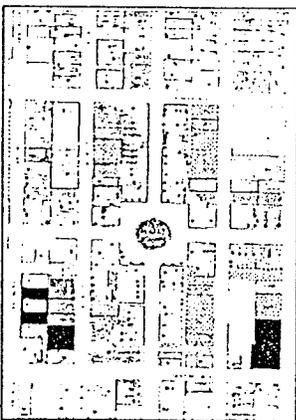
CBA will provide information to include on the City's website about the General Plan update throughout the program. We will work with City staff to develop on-going materials and information, including the following:

- Status of the General Plan program
- Upcoming workshop schedule
- Methods for public comment (including an on-line comment form)
- Preliminary Draft General Plan
- Summary of proposed General Plan
- Other relevant topics

Product 1.8: General Plan Website Materials

Task 2 Prepare Technical Reports

As an initial step in the General Plan update, the CBA team will prepare technical background reports to document existing conditions and describe planning opportunities and constraints. These reports will serve several purposes. First, they provide relevant baseline information to help the consultant team fully understand Torrance. Secondly, information collected will be shared with for the Planning Commission to provide them with the latest and most relevant information to support decisions. Each report will also present community indicators and assumptions for use within the Community Viz model being prepared for Torrance as part of the General Plan program.



Existing Land Use Survey
Orange General Plan

2.1 Land Use Report

CBA will prepare a Land Use Report that will include an overview of historical land use trends in the City, distribution of existing land uses with associated ArcGIS map, inconsistency analysis between existing General Plan and Zoning designations, applicable Specific Plans and Redevelopment Plans, and a preliminary analysis of land use issues related to the General Plan.

The Land Use Report will also provide information on existing population and housing units based on General Plan density and intensity assumptions, current State DOF estimates, and existing land use

acres. This will establish population and housing base line conditions for the land use alternatives and preferred land use plan for 2025.

Building upon the City's current GIS database of existing land uses, an existing land use survey will be conducted. This survey will use existing data, aerial photos, field work, and other relevant data sources to identify vacancies and determine areas that are underutilized and ready for recycling. This data will be used to facilitate analysis and evaluation using Community Viz during the alternative analysis in Task 5.1.

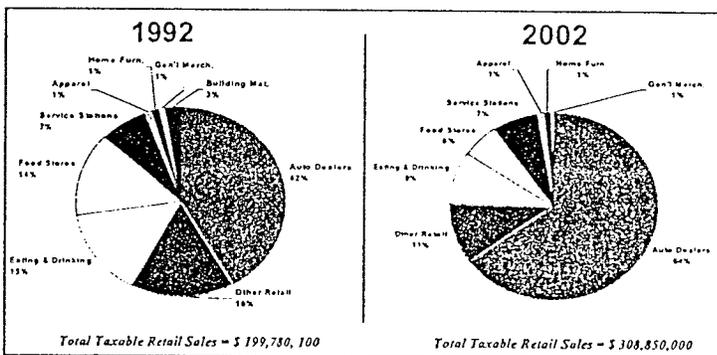
Product 2.1: Land Use Technical Report (1 copy and PDF)

2.2 Existing Economic Conditions and Trends Report

Stanley R. Hoffman Associates (SRHA) will prepare economic and fiscal background information leading to the preparation of updated economic goals and policies for the General Plan. An Existing Conditions and Trends report will be prepared, addressing 1) socio-demographic characteristics, 2) existing business characteristics, 3) employment characteristics, and 4) market conditions.

Each component of the Existing Conditions and Trends report is described below:

Socio-Demographic Characteristics – SHRA will assemble existing 1990 and 2000 U.S. Census population, housing and income trend data for the relevant geographies. Current demographic estimates will also be prepared for selected socio-economic data. This work would draw from existing documents, including the City's most recent Strategic Plan (1999), the latest Census data, California Department of Finance demographic data, and other City studies and documents, as identified. Additionally, information would be compiled from the Southern California Association of Government's (SCAG) socio-economic databases as they apply to Torrance.



Existing Business Characteristics

– Based on information from the California Employment Development Department (EDD) and local economic databases, an employment profile will be prepared along with trends over the past decade. This profile will present the employment sectors by major industry groupings and wage levels in order to better understand the key trends and their implications for a diversified economy and planning issues, such as jobs/housing balance.

Existing Business Characteristics:
Claremont General Plan

Employment Characteristics – Based on the employment profile developed above, key characteristics about the existing and emerging employment will be compared against the existing labor force in Torrance and the greater County area. Issues to be addressed include the wage and skill levels of existing labor force versus the types of jobs locating or expanding in the study area. The major implications for such issues as housing affordability and jobs/housing balance will be discussed.

Market Conditions – This task will focus on the existing marketplace, including non-residential absorption rates and building valuations, as well as taxable sales performance of retail shopping establishments. This information would be based on existing data sources such as taxable sales data from the California State Board of Equalization and market data from firms such as CB Richard Ellis. This information will be updated with the most recent data to the extent that information is available from City and other published sources. Competitive supply data will also be prepared, including retail centers that serve the market area. The major retail centers will be included on a market area map.

Product 2.2: Existing Economic Conditions and Trends Report (1 Copy and PDF)

2.3 Parks, Recreation and Community Facilities Technical Report

CBA will prepare a technical background report that discusses the current conditions of the City's parks, open spaces, and capital facilities. This report will inventory and map the locations of all city-owned and operated parks and community centers, and will present information regarding current City recreation programs. The report will also provide an inventory of other key community facilities, such as water and sewer facilities, and city-owned properties and buildings. This report will draw upon prior work contained within the City's water, sewer, and storm drain master plans. A brief assessment of facilities and services offered by other service providers and utilities within the City will be made within the report.

Product 2.3: Parks, Recreation and Community Facilities Technical Paper (1 Copy and PDF)

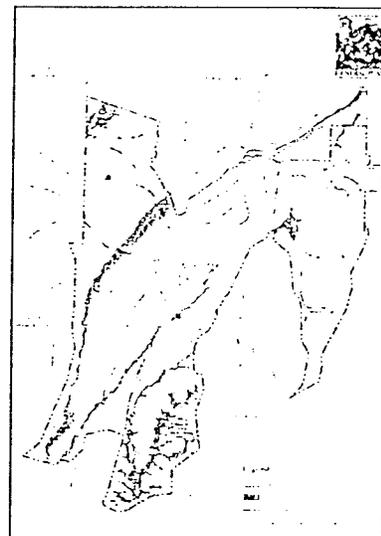
2.4 Coordination with Traffic Consultant – Existing Conditions (allowance)

As part of this subtask, CBA will coordinate with the consultant selected to prepare the Citywide Traffic Study to gather information, reports, and maps that would be useful to the Planning Commission and the public regarding the existing circulation system. Exact deliverables within this subtask will be determined in conjunction with City staff and the traffic consultant as part of refining the work program in Task 1. An allowance is included within our work scope for this item based on our current understanding of the process intended for completion of the Citywide Traffic Study.

Product 2.4: To be determined based on consultation with City and Traffic Consultant.

2.5 Hazards and Safety Technical Report

Earth Consultants International (ECI) will prepare a hazards and safety technical report. This report will describe the existing geology (faults, landslides, geology units), soils (geotechnical), and seismicity (earthquakes and groundshaking) in Torrance, and will outline the development opportunities and constraints posed by these conditions. The text, map, and tabular information (particularly the mapping) will provide a database to assist in the development of land use alternatives. Technical conditions will define hard and soft constraints that will allow (in combination with the other technical factors) preferred land uses to emerge. Emphasis will be on interaction with the planning component to ensure that the map and text information can be translated into meaningful land use decisions.



Seismic Hazards:
Rancho Santa Margarita General Plan

In order to comply with State guidelines for General Plan documents, it is necessary to look at a wide range of potential geology, soils, and seismic-related topics. These include:

- **Seismic Hazards:** Ground shaking, fault rupture and shaking-induced ground deformation (liquefaction and settlement)
- **Geologic Hazards:** Subsidence, slope stability and geotechnical constraints to development, such as expansive and corrosive soils
- **Flooding and Inundation Hazards:** Storm flooding, catastrophic failure of dams and reservoirs, tsunami potential, and coastal inundation due to storm surges
- **Fire Hazards:** Wildland-urban fires, structural fires, fire after-earthquake scenarios, and chemical fires
- **Hazardous Materials Management:** Leaking underground storage tanks; air, soil and groundwater contamination
- **Aviation Hazards:** High probability but low risk aviation accidents related to the City's Municipal Airport

The hazards and safety report will address each topic and define the constraints and opportunities that can be used to evaluate proposed land uses and development/redevelopment alternatives.

A detailed scope of work describing the content of the hazards and safety technical report may be found in ECI's proposal, which is included in the appendix to this proposal.

Product 2.5: Hazards and Safety Technical Report (1 Copy and PDF)

2.6 Noise Technical Report

Wieland Associates (WA) will obtain existing noise measurements at representative locations throughout the City. These include noise from freeways, arterial roads, and railroad lines at typical residential locations. Representative samples of commercial, industrial and community noise sources within the City will be obtained and presented as part of the study. In particular, noise levels from the I-405 Freeways, local arterials and highways, railroad operations, Zamperini Field (Torrance Municipal Airport), local commercial/industrial plants, and other stationary ground noise sources that contribute to the community noise environment. At least 20 locations will be determined to establish representative examples of fixed and transportation-related noise sources. Maps and tables will be included in this analysis identifying the location and existing noise levels at each noise measurement position.

Using traffic data and noise measurement data, WA will analyze existing traffic noise levels near arterial roads and freeways using the noise model developed by the Federal Highway Administration. A table will be prepared identifying each segment of arterial and freeway to be studied in the City and the location of the traffic noise contours relative to each roadway's centerline. Existing noise contours will be developed using the Community Noise Equivalent Level (CNEL). A similar table will be prepared to identify the location of train noise contours relative to the centerline of railroad tracks. WA will also obtain from the City the current Part 150 noise contours for Torrance Municipal Airport. An existing noise contour map will be prepared identifying the location of the composite (traffic, railroad, and stationary source) 60, 65, and 70 dB CNEL noise contours throughout the City.

CBA will assemble this information into an existing conditions noise technical report.

Product 2.6: Noise Technical Report (1 Copy and PDF)

Task 3 Involving Decision Makers

Within this task, CBA will work to involve the Torrance decision-makers and the community in the process of reviewing background information and identifying issues to be addressed in the updated General Plan. Our key objective is to understand the community's concerns relative to general plan issues. The following subtasks describe the outreach tools we propose to use at this stage of the General Plan Program.

3.1 Planning Commission Workshop #1 – Introducing the General Plan Program

The first workshop with the Planning Commission will be held to introduce the General Plan program and to identify preliminary issues to be addressed in the Plan. CBA will provide meeting facilitation, a PowerPoint presentation and handouts for use at the meeting, and a written summary of the meeting.

Product 3.1: Planning Commission Workshop #1

3.2 Planning Commission Workshops #2, 3 and 4 – Defining the Issues

The second, third, and fourth Planning Commission workshops will be held to review the technical reports prepared during Task 2. The objective of these meetings is to present the technical information compiled to date to the Planning Commission, and based on that information, to assist them in defining the key planning issues to be addressed in the General Plan update. CBA will provide meeting facilitation, a PowerPoint presentation, maps and handouts for use at the meetings, and a written summary of each meeting.

Product 3.2: Planning Commission Workshops #2, 3 and 4

3.3 Newsletter #1

The first of two project-specific newsletters will be created which can be distributed through key outlets (Chamber offices, school districts, neighborhood organizations, City offices, etc.) or distributed via mail using City databases. This will be sent out in advance of Community Festival #1 (see subtask 3.4) and used as a vehicle to advertise the event. CBA will create, format, layout, and write all materials or articles. The newsletter will be formatted so that it can be placed on the City's website as a PDF file. The City will be responsible for printing and distribution.

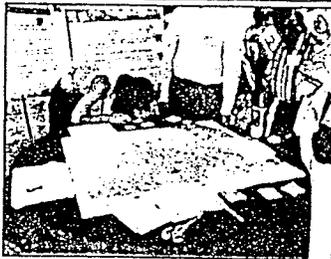


Product 3.3: Newsletter #1 (1 Camera-ready original and PDF)

3.4 Community Festival #1

CBA will design, plan, and facilitate the first of two four-hour community festivals hosted by the Planning Commission. Both will be designed to gather broad input and buy-in from a community wide audience.

The purpose of the first community festival will be to provide an opportunity for the Torrance community at large to gain a "hands-on" understanding of current conditions and key planning priorities outlined by the Planning Commission in previous workshops. The consultant team will work with City staff to review and reformat graphic and plan description materials so that they will be clear, informative, and engaging for the average citizen.



Community Festival:
Claremont General Plan

An open-house format provides creative and energizing opportunities that engage adults and children alike, and provide substantive input for the consultant team and City use in development of the General Plan. The process will give the community a forum to make more informed decisions about Torrance's future and foster a stronger sense of investment and responsibility for its success.

Product 3.4: Community Festival #1

Task 4 Evaluate Land Use Alternatives

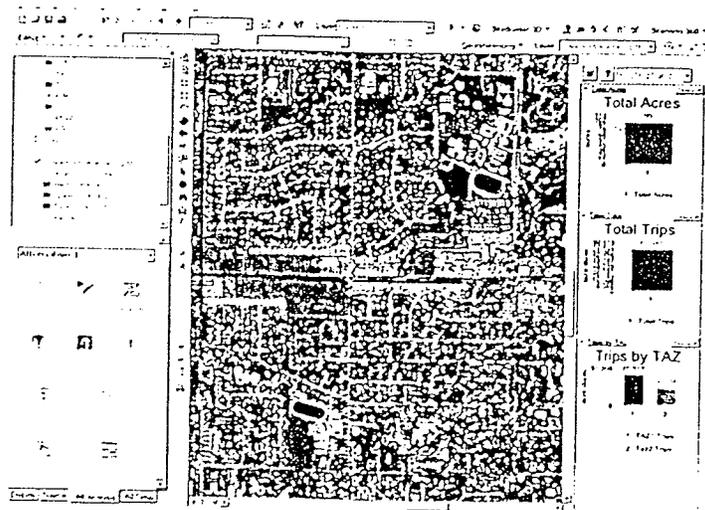
The future form and character of Torrance is described in the Land Use Element. Land use planning must also be closely coordinated with anticipated employment and population growth within the City. The purpose of this task is to develop alternative concepts for land use based on economic development, circulation, environmental conditions, public facilities, housing needs, and other relevant factors. Alternative land use proposals for focus areas where future change is anticipated will be evaluated, and then cross-checked with the City's traffic consultant for circulation system implications. CBA will work closely with the traffic engineering firm that will be working on the Citywide Traffic Study. The land use alternatives and preferred land use plan will be incorporated into that model so that traffic projections can be determined. This task leads to selection of a preferred land use/circulation plan as the basis for preparing the Draft General Plan.

4.1 Develop Three Plan Alternative Concepts

Land use patterns in Torrance are well established, and residential densities have been set through the current General Plan. Thus, the focus of land use map revisions will be in areas the City anticipates will recycle over time. CBA will develop three Land Use Alternative concepts for focus areas collaboratively with City staff. We will work with City staff to identify the target areas where changes in land use and/or adjustments to allowable uses or development intensity will be studied. Up to three land use scenarios will be developed for areas of probable change. For each scenario, a detailed CommunityViz model will be prepared, allowing for comparison between the alternatives on key community indicators developed during the public outreach process.

Non-residential intensity standards and residential density standards will be identified and confirmed. Major street standards will be reviewed and capacities established. These will serve as a basis for computer modeling of the alternatives.

CBA will prepare maps and a CommunityViz scenario for each plan alternative. We will also meet with City staff to review and modify the scenarios.



Community Viz Analysis: Claremont General Plan

Product 4.1: Maps of Three Plan Alternative Concepts (1 copy and PDF each)

4.2 *Coordinate with Traffic Consultant – Circulation Alternatives (allowance)*

As part of this subtask, CBA will coordinate with the consultant selected to prepare the Citywide Traffic Study to transfer land use information associated with the three Plan Alternative concepts to the TRAFFIX traffic model for analysis, and to receive information from the traffic consultant regarding the impacts of each of the land use alternatives on the circulation system. Exact deliverables within this subtask will be determined in conjunction with City staff and the traffic consultant as part of refining the work program in Task 1. An allowance is included within our work scope for this item based on our current understanding of the process intended for completion of the Citywide Traffic Study.

Product 4.2: To be determined based on consultation with City and Traffic Consultant.

4.3 *Prepare Land Use and Circulation Alternatives Report*

CBA will prepare a Land Use Alternatives Report based on data developed during subtasks 4.1 and 4.2. The alternatives will consist of narrative, graphic and statistical descriptions. CBA will allocate residential densities and will extrapolate non-residential, non-retail land area requirements based on expected employment intensity and land area requirements.

Product 4.3: Land Use and Circulation Alternatives Report (1 Copy and PDF)

4.4 *Planning Commission Workshops #5, 6 and 7 – Evaluating Alternatives*

The fifth, sixth, and seventh Planning Commission workshops will be held to review each of the three Land Use and Circulation Alternatives described in the report developed in Subtask 4.3. CommunityViz will be utilized to conduct interactive, “real-time” comparisons of the three alternatives against each other and against existing conditions. The objective of these meetings is to present technical information regarding each alternative to the Planning Commission, and based on that information, to assist them in developing a preferred alternative that forms the basis of the Draft General Plan and EIR. CBA will provide meeting facilitation, CommunityViz real-time mapping and analysis, and handouts for use at the meetings. We will also prepare a written summary of each meeting.

Product 4.4 Planning Commission Workshops #5, 6 and 7

Task 5 *Develop Goals, Objectives, Policies and Programs*

Goals, objectives and policies within the General Plan provide direction for future growth and development in the community, while implementation programs offer specific methods to achieve those goals, objectives, and polices. The purpose of this task is to build upon the issues and opportunities, identified in Task 3 and the preferred land use plan identified in Task 4 by revising the City’s current General Plan goals, objectives, policies, and programs to be responsive to new policy directions emerging from the General Plan update process.

5.1 *Prepare Goals, Objectives, Policies and Programs Working Paper*

CBA will describe the issues to be addressed in each of the updated General Plan elements and prepare a preliminary draft *Issues, Goals, Objectives, Policies, and Programs* working paper for review with City staff. The working paper will be designed for use by the Planning Commission, and will lists current General Plan goals and policies in a matrix format that allows Commissioners to “affirm,” “modify,” or “delete” current language in light of the emerging Plan, and provides a space for Commissioners to write in other suggested modifications or ideas. CBA will revise the working paper to incorporate staff’s comments and produce a working paper organized by General Plan

Element to assist the Planning Commission in articulating revised goals, objectives, policies, and programs for the General Plan.

Product 5.1: Goals, Objectives, Policies and Programs Working Paper (1 Copy and PDF)

5.2 Planning Commission Workshops #8, 9 and 10 – Refining Policy

The eighth, ninth, and tenth Planning Commission workshops will be held to walk the Planning Commission through the Working Paper described in subtask 5.1. The objective of these meetings is to present the Planning Commission with the current General Plan goals, objectives, policies and implementation programs, and to assist them in revising current policy or developing new policies needed to address the emerging General Plan issues. The revised policies and programs developed by the Commission form the basis of the Draft General Plan, and may be used in the General Plan EIR to describe how the General Plan reduces certain environmental impacts. CBA will provide meeting facilitation, PowerPoint presentations, and handouts for use at the meetings. We will also prepare a written summary of each meeting.

Product 5.2: Planning Commission Workshops #8, 9 and 10

Task 6 Prepare Draft General Plan

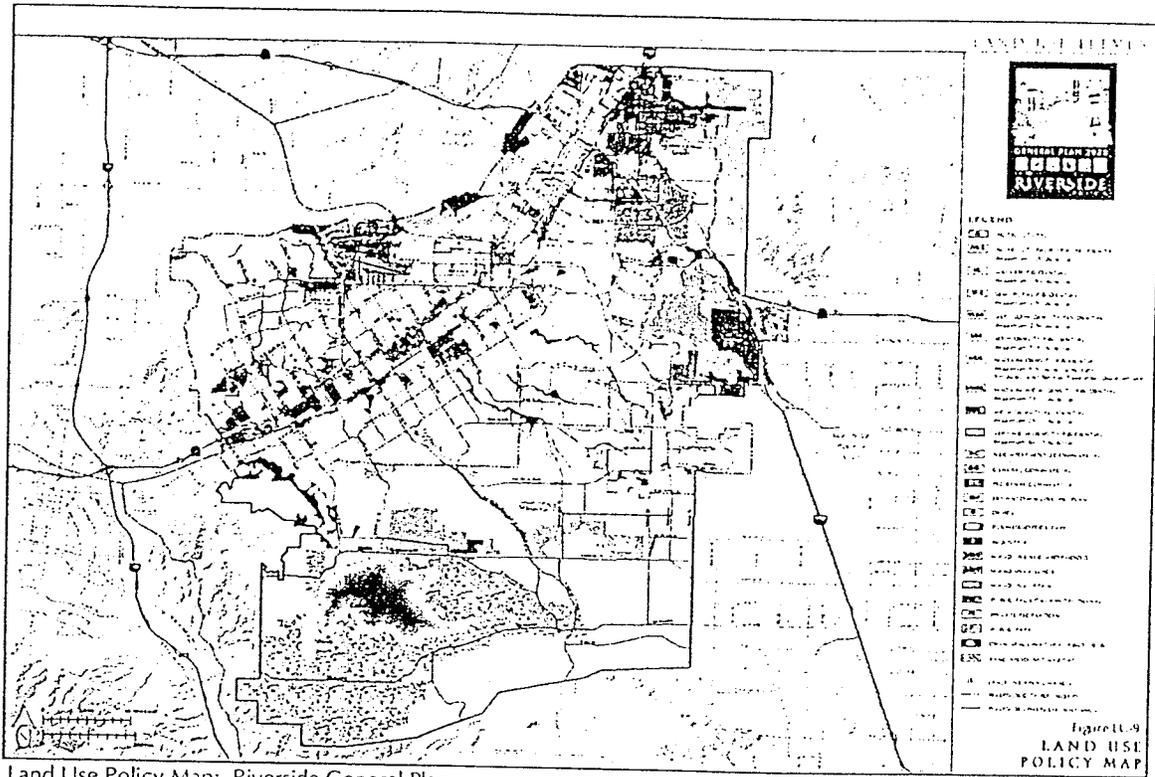
At this stage, CBA has compiled adequate background information and received appropriate policy direction during workshops on issues, goals, policies and the preferred land use/circulation plan. With this information, CBA will complete a Draft General Plan for public review and subsequent public hearings before the Planning Commission and City Council. A preliminary version of the Plan will be reviewed with the Planning Commission to ensure understanding of Plan content before public hearings begin. This Draft General Plan will be the project analyzed in the General Plan EIR, to be prepared under separate contract.

6.1 Prepare Administrative Draft General Plan

CBA will prepare administrative draft General Plan elements for review by City staff. The administrative draft elements will be bound together in a single Administrative Draft General Plan for City review. All elements will follow a common format including an introduction, goals and policies, and plans/proposals. This common format makes the document easier to use and understand.

- A. Land Use Element:** CBA will prepare an administrative draft Land Use Element, based on the goals, objectives, and policies, developed by the Planning Commission, identifying key development focus areas along the way. The Element will also present the preferred land use alternative and will provide quantified explanations of desired development densities and intensities in both graphic and tabular form. Given that Torrance is a coastal jurisdiction, the Land Use Element will be coordinated and consistent with the City's Local Coastal Program.

One important component of the Land Use Element is the creation of a land use policy map that identifies how land use categories are applied to each parcel in the City. CBA will use the GIS parcel base map constructed in Task 1 to complete a colorful, parcel-specific map for the preferred land use plan. The attribute table within the ArcGIS parcel layer will contain the General Plan land use designation for each parcel. This approach allows for efficient quantification of dwelling units, population and square footage of commercial development.



Land Use Policy Map: Riverside General Plan

The Land Use Element will also incorporate economic development objectives. As input for the Element, SRHA will prepare a memorandum that includes a set of selected socio-economic indicators that would allow economic performance to be monitored and evaluated over time with respect to achieving economic priorities and goals. While the indicators will be presented at a citywide level for this phase of the work, over time indicators may be appropriate for sub-areas in the City. These citywide indicators will be discussed and refined in coordination with City staff and may include:

- Employment and average wage trends by industry categories
- List of major employers
- Demographic trends, including population, household income and racial/ethnic mix
- Jobs/Housing balance measures
- Taxable retail and non-retail sales trends
- Home prices and rental ranges
- Building permit trend statistics

Further, the memorandum will include a discussion of potential economic policies to be included in the Land Use Element.

B. *Circulation and Infrastructure Element:* CBA will prepare an administrative draft of the Circulation and Infrastructure Element. The Circulation component of the Element will address future traffic demand and roadway use, and describe revisions to the circulation network necessary to achieve Torrance's objectives in terms of levels of service, street system operating conditions, and other goals. The Circulation section will include goals, objectives, and policies determined by the Planning Commission for each of the following:

- Freeways, Streets and Highways
- Public Transportation / Transit
- Transportation Demand Management
- Parking
- Roadway Transportation of Freight and Goods
- Bicycle Transportation
- Pedestrian Circulation
- Railroad and Commuter Service
- Zamperini Field (Torrance Municipal Airport)

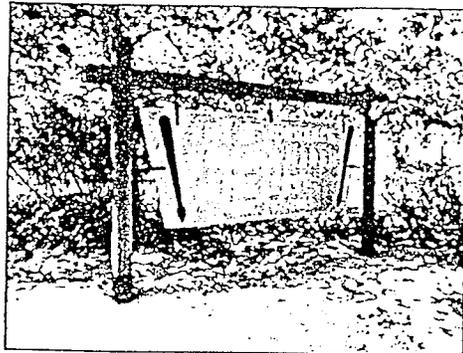
The Circulation section of this Element will be based on the Citywide Traffic Study and TRAFFIX traffic modeling effort designed to identify traffic and transportation system impacts associated with projected growth. The Element will include a subset of the maps prepared for the Citywide Traffic Study, and all maps will be prepared in electronic format using ArcMap 9.x.

The Infrastructure component of this Element will include goals, objectives, and policies determined by the Planning Commission for other key community facilities, such as water, sewer, and storm drain facilities, city-owned properties and buildings, and facilities and services offered by other service providers and utilities within the City.

C. *Community Resources Element:* This new element combines the content of the City's current Conservation, Open Space, and Recreation Elements. Each component of the Element is described below.

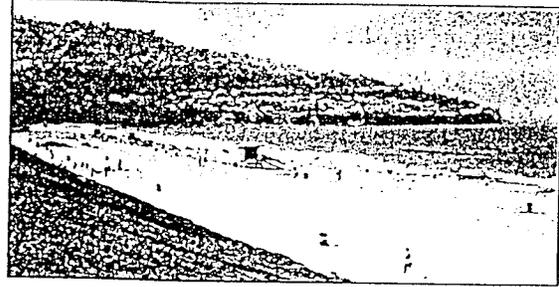
Conservation: This section of the Community Resources Element will express community priorities regarding conservation and sustainability objectives. Drawing upon current state-of-the-art practices, it will include policies pertaining to:

- Air quality
- Water and energy conservation
- Water quality
- Urban runoff
- Solid waste diversion and recycling
- Torrance's beach resources
- The Madrona Marsh Preserve
- Scenic resources
- Historic and cultural resources
- Other conservation issues



Open Space: This section of the Community Resources Element will inventory the City's available open space resources and set long range priorities for the following:

- Open Space for Outdoor Recreation
- Open Space for Workday Populations
- Open Space for Public Health and Safety
- Open Space for Conservation of Natural Resources
- Other open space issues identified by the City



A significant focus will be placed on the resources available through regional agencies, land trusts, and other organizations to assist the City in acquiring and setting aside additional open space lands.

Recreation: This section of the Community Resources Element will include an updated inventory of the City's parks and recreation facilities, and a description of recreation programs offered by the City. It will establish service standards for future park development, and will include goals, objectives, and policies to achieve these standards.

D. *Noise Element:* The Noise Element will meet all of the requirements of Section 65302(f) of the California Government Code, and the State noise element guidelines. We will utilize goals, objectives and policies developed by the Planning Commission that address the City's existing and future noise environments. Using data from the Citywide Traffic Study, Wieland Associates will perform an analysis to determine the existing and future traffic noise levels adjacent to arterials and freeways. Wieland Associates will obtain the current Part 150 noise contours for Zamperini Field (Torrance Municipal Airport). Contour maps will be included in the Noise Element depicting the existing and future noise environments throughout the City.

E. *Safety Element:* Drawing upon the hazards and safety technical report and subsequent workshops with the Planning Commission, CBA will prepare a Safety Element that addresses the following topics:

- *Seismic Hazards:* Ground shaking, fault rupture and shaking-induced ground deformation (liquefaction and settlement)
- *Geologic Hazards:* Subsidence, slope stability and geotechnical constraints to development, such as expansive and corrosive soils
- *Flooding and Inundation Hazards:* Storm flooding, catastrophic failure of dams and reservoirs, tsunami potential, and coastal inundation due to storm surges
- *Fire Hazards:* Wildland-urban fires, structural fires, fire after-earthquake scenarios, and chemical fires
- *Hazardous Materials Management:* Leaking underground storage tanks; air, soil and groundwater contamination
- *Aviation Hazards:* High probability but low risk aviation accidents related to the City's Municipal Airport
- Other safety issues identified by the City

ECI will review the Safety Element for consistency with the findings of the hazards and safety technical report and adequacy with State-mandated programs.

- F. *Implementation:*** A key component of the updated General Plan will be identification and definition of implementation actions. In many cases this will involve continuing to use existing ordinances, plans, and programs to achieve the goals and policies described in the General Plan. In other cases, it may involve new programs, ordinances, assessments/impact fees, capital projects, and design standards. Implementation programs also will include outreach initiatives, intergovernmental coordination, and participation in regional planning and conservation activities that are consistent with General Plan policies.

Product 6.1: Administrative Draft General Plan (5 Copies)

6.2 Prepare Preliminary Draft General Plan

Following City review of the administrative draft elements, CBA will meet with staff to review comments. Staff revisions to the administrative draft General Plan elements will be incorporated into a Preliminary Draft General Plan for review by the Planning Commission and the community at large.

Product 6.2: Preliminary Draft General Plan (25 Copies and PDF)

6.3 Planning Commission Workshops #11 and 12 – Did We Get it Right?

The eleventh and twelfth Planning Commission workshops will be held to review the Preliminary Draft General Plan completed in Subtask 6.2. The objective of these meetings is to present the Preliminary Draft Plan to the Planning Commission, and to receive feedback from the Commission regarding any potential changes necessary to fully realize the objectives set for the program in earlier workshops. CBA will provide meeting facilitation, a PowerPoint presentation, maps and handouts for use at the meetings, and a written summary of each meeting.

Product 6.3: Planning Commission Workshops #11 and 12

6.4 Newsletter #2

The second project-specific newsletter will be created. This will be sent out in advance of Community Festival #2 (see subtask 6.5) and used as a vehicle to advertise the event. CBA will create, format, layout, and write all materials or articles. The newsletter will be formatted so that it can be placed on the City's website as a PDF file. The City will be responsible for printing and distribution.

Product 6.4: Newsletter #2 (1 Camera-ready original and PDF)

6.5 Community Festival #2

CBA will design, plan, and facilitate the second four-hour community festival hosted by the Planning Commission.

The purpose of the second community festival will be to provide an opportunity for the Torrance community at large to gain a "hands-on" understanding of the elements in the Preliminary Draft General Plan. The consultant team will work with City staff to review and reformat General Plan materials so that they will be clear, informative, and engaging for the average citizen.

An open-house format will be used, likely with one booth per General Plan element. Feedback obtained from the public will be used to revise the Preliminary Draft General Plan.

Product 6.5: Community Festival #2

6.6 Prepare Draft General Plan

A complete draft General Plan will be prepared incorporating changes desired by City staff, the Planning Commission and the public. The draft Plan will contain all elements, the implementation program, and a glossary. The Draft Plan will include the elements described above. The Draft General Plan will be used as the project for a Draft Environmental Impact Report, to be prepared under separate contract.

Product 6.6: Draft General Plan (100 Copies and PDF)

Task 7 Attend Public Hearings

The purpose of this task is to allow for public review of the Draft General Plan at hearings before the Planning Commission and City Council.

7.1 Attend Planning Commission Hearings (2)

Project Manager Laura Stetson and other key team members will be available to attend two Planning Commission hearings to present the Draft General Plan and to respond to public and Commission comments and questions. Members of the project team not identified in the fee schedule are available to attend on a reimbursable basis.

Product 7.1 Planning Commission Hearings (2)

7.2 Attend City Council Hearings (2)

Project Manager Laura Stetson and other key team members will be available to attend two City Council hearings to present the Draft General Plan and to respond to public and City Council comments and questions. Members of the project team not identified in the fee schedule are available to attend on a reimbursable basis.

Product 7.2 City Council Hearings (2)

Task 8 Prepare Final General Plan

The purpose of this task is to prepare a final updated General Plan which incorporates City Council-directed revisions to the draft Plan.

8.1 Prepare Pre-Press Final General Plan

Following incorporation of all final corrections into the General Plan and land use map, and prior to publication of the General Plan, we will prepare a pre-press draft General Plan for staff review.

Product 8.1 Pre-Press Final General Plan (1 Copy)

8.2 Prepare Final General Plan

We will incorporate all staff comments on the pre-press draft General Plan into a final version to be published. The General Plan will be provided in Microsoft Word and PDF format on a CD-ROM.

GIS maps in .mxd format and all supporting shapefiles and geodatabases will also be copied onto a separate CD-ROM for final delivery.

Product 8.2 Final General Plan (50 Copies, MS Word, PDF and ArcGIS files)

Task 9 Project Management

The purpose of this task is to ensure a consistent basis for project management procedures, including contract administration, invoicing, scheduling, and the timely delivery of products and services. This task also covers costs of progress meetings with City staff and among members of the consultant team.

9.1 Project Management

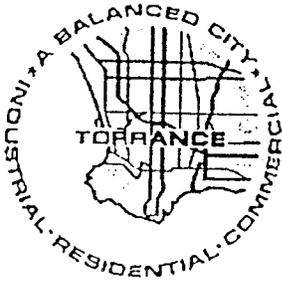
CBA Principal Laura Stetson and Project Manager Jeff Henderson will be responsible for overseeing the work of all CBA staff and subconsultants, providing quality control, and managing contracts.

Product 9.1: Project Management

9.2 City Staff Meetings

CBA Principal Laura Stetson, Project Manager Jeff Henderson, and subconsultants will be available to meet with City staff throughout the work program to discuss progress, schedule meetings, and review deliverables. Our budget assumes, on average, 3 hours of meeting time with City staff per month for an 18-month period. Jeff Henderson will attend all meetings; Laura Stetson will attend half of the meetings.

Product 9.2: City Staff Meetings



Section 5.0 — Budget

On the following pages, we present a budget for the Torrance General Plan Update, with labor costs and direct costs separated for your convenience.

We propose to complete each phase for a fixed fee, consistent with the work scope identified for each task and the itemized deliverables.

Budget Summary

Task	Cost
1. Program Refinement	\$29,660
2. Prepare Technical Reports	\$76,966
3. Involving Decision Makers	\$25,400
4. Evaluate Land Use Alternatives	\$31,030
5. Develop Goals, Objectives, Policies and Programs	\$17,570
6. Prepare Draft General Plan	\$92,994
7. Public Hearings and General Plan Adoption	\$9,200
8. Prepare Final General Plan	\$9,220
9. Project Management	\$21,550
Subtotal	\$313,590
Travel/Phone/Postage	\$4,060
Reproduction	\$13,060
Total	\$330,710

Both the work scope and budget are flexible and can be adjusted to meet specific City objectives for this program. Our first work task involves meeting with the City staff to clarify your expectations and to refine the scope and budget consistent with these goals.

Contract Language Revisions

Consistent with the request in the RFP, CBA has reviewed the sample contract language for the Torrance General Plan update. Upon award of contract, we suggest the following revisions:

Section 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 of payment 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, but reason of~~

~~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.~~

Section 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 judgement 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.~~

Section 17 – Insurance

C. CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, and employee and volunteer must be named as additional insured under the automobile and general liability policies.

Section 18 – Sufficiency of Insurers

Insurance required by this Agreement will be satisfactory only if issued by companies admitted or authorized to do business in California, ... *remaining portions unchanged.*

City of Torrance General Plan Update
Program Budget

Task	Program/Initiative	City of Torrance Associates (C34)										S&M Economics	S&M Noise	S&M AA	S&M Zoning	Total Hours	
		\$170 PIC	\$110 PM	\$125 SP	\$80 Planners	\$65 GIS/GIS	\$60 WP	SA Rate	SA Rate	SA Rate	SA Rate						
1.1	Refine Program/Initial Steps	4															
1.2	Program Kick-off Meeting and Bus Tour with City Staff	8															
1.3	Collect Existing City Documents, Plans, and Studies	2															
1.4	Program Logo and Notebooks	1															
1.5	Conduct Initial Tour with City Staff	8															
1.6	Interview Department Heads and Community Stakeholders	8															
1.7	Develop GIS Information and Map	2															
1.8	Total Task 1	35															
2.1	Prepare Technical Reports	8															
2.2	Land Use Report	8															
2.3	Existing Economic Conditions and Trends Report	8															
2.4	Parks, Recreation and Community Facilities Technical Paper	8															
2.5	Coordination with Traffic Consultant - Existing Conditions (allowance)	6															
2.6	Hazard and Safety Technical Report	4															
2.7	Noise Technical Report	2															
2.8	Total Task 2	78															
3.1	Introducing the General Plan Program	4															
3.2	Planning Commission Workshops #1, 3 and 4 - Defining the Issues	12															
3.3	Newsletter #1	2															
3.4	Community Festival #1	8															
3.5	Total Task 3	26															
4.1	Develop Three Plan Alternatives Concepts	8															
4.2	Coordination with Traffic Consultant - Circulation Alternatives (allowance)	6															
4.3	Prepare Land Use and Circulation Alternatives Report	12															
4.4	Planning Commission Workshops #5, 6 and 7 - Evaluating Alternatives	32															
4.5	Total Task 4	58															
5.1	Develop Land Use Policy Alternatives	8															
5.2	Goal, Objectives, Policies, and Programs Working Paper	2															
5.3	Planning Commission Workshops #8, 9 and 10 - Refining Policy	12															
5.4	Newsletter #2	2															
5.5	Community Festival #2	8															
5.6	Total Task 5	30															
6.1	Prepare Administrative Draft General Plan	12															
6.2	Land Use Element	8															
6.3	Circulation and Infrastructure Element	8															
6.4	Community Resources Element	8															
6.5	Noise Element	8															
6.6	Safety Element	8															
6.7	Implementation	8															
6.8	Preliminary Draft General Plan	4															
6.9	Newsletter #3	2															
6.10	Community Festival #3	8															
6.11	Total Task 6	62															
7.1	Public Hearings and General Plan Adoption	12															
7.2	Planning Commission Hearings [?]	12															
7.3	City Council Hearings [?]	4															
7.4	Total Task 7	28															
8.1	Prepare Final Plan and Map	8															
8.2	Final Plan and Map	4															
8.3	Total Task 8	12															
9.1	Project Management	24															
9.2	City Staff Meetings	27															
9.3	City Council Meetings	54															
9.4	Total Task 9	105															
10.1	Final Report, Final Plan and Map	200															
10.2	Final Report, Final Plan and Map	200															
10.3	Final Report, Final Plan and Map	200															
10.4	Total Task 10	600															
10.5	Reproduction	13,000															
10.6	Total Direct Costs	13,000															
10.7	Total General Program	266,000															

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered into as of October 26, 2006 by and between the CITY OF TORRANCE, a municipal corporation ("CITY") and Cotton/Bridges/Associates, a division of P&D Consultants, a Delaware Corporation ("CONSULTANT").

RECITALS:

- A. CITY and CONTRACTOR/CONSULTANT entered into an Agreement on October 26, 2004, whereby CONSULTANT agreed to prepare a comprehensive update to the City of Torrance's General Plan which includes updating all existing elements, with the exception of the housing element.
- B. The original Agreement was for a two-year term, effective October 26, 2004 through October 26, 2006.
- C. The CITY is satisfied with the level of service provided by CONSULTANT and wishes to extend the contract for one year.

C2004-197

AGREEMENT:

1. Paragraph 2 "TERM" is amended to read in its entirety as follows:
 - "2. TERM
Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect until October 26, 2007"

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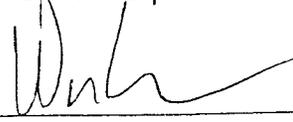
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- 2. In all other respects, the Agreement dated October 26, 2004, between CITY and CONSULTANT is ratified and reaffirmed and is in full force and effect.

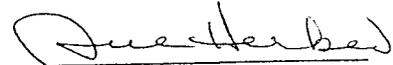
CITY OF TORRANCE,
a Municipal corporation

Cotton/Bridges/Associates
a Division of P&D Consultants
a California Corporation


Frank Scotto, Mayor

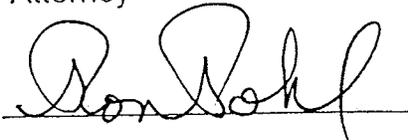
By:  _____

ATTEST:


Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: 

SECOND AMENDMENT TO AGREEMENT

This Amendment to Consulting Services Agreement is made and entered into as of August 21, 2007, by and between the CITY OF TORRANCE, a municipal corporation ("CITY") and Hogle-Ireland, Inc., a California Corporation ("CONSULTANT").

RECITALS:

- A. On October 26, 2004, CITY and Cotton/Bridges/Associates, a division of P & D Consultants, a Delaware corporation, entered into an Agreement (the "Agreement") whereby Cotton/Bridges agreed to perform certain services in connection with a comprehensive general plan update.
- B. The Agreement was for a two-year term, effective through October 26, 2006. The compensation to be paid to Cotton/Bridges pursuant to the Agreement was \$330,710, plus a 5% contingency of \$16,535.
- C. The Agreement was amended by that certain Amendment to Agreement, entered into as of October 26, 2006. The Amendment extended the term of the contract for one year.
- D. On March 14, 2005, Cotton/Bridges notified the CITY that it was changing its name to P & D Consultants. In December 2005, AECOM, the parent company of P&D Consultants, acquired EDAW. As part of the corporate restructuring, AECOM decided to place all of its planners into EDAW. The transfer of planners from P&D Consultants to EDAW occurred in April 2006.
- E. At all times during the performance of the Agreement, Laura Stetson, AICP, Senior Project Manager, and Diana Gonzalez, AICP, Project Manager, have been the principals on the CITY's comprehensive general plan update. In May 2007, Stetson and Gonzalez left EDAW and joined CONSULTANT.
- F. The CITY is satisfied with the services provided by Stetson and Gonzales and wishes to have the Agreement assigned to CONSULTANT for completion. The CITY also wishes to amend and expand the scope of work, to increase the compensation to be paid to CONSULTANT pursuant to the Agreement, and to extend the term of the contract through October 31, 2008.
- G. The original scope of work to be performed pursuant to the Agreement was set forth in Cotton/Bridge's Proposal submitted to the CITY in response to the Request for Proposals. CITY wishes to supplement the original scope of work

C2004-197

and to add an additional scope of work for the CITY's housing element update, as set forth in the attached Exhibit A to this Second Amendment.

AGREEMENT:

1. Paragraph 2 "TERM" is amended to read in its entirety as follows:

"2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect through October 31, 2008."

2. Paragraph 3.A, "COMPENSATION," is amended to read in its entirety as follows:

"3. COMPENSATION

A. CONSULTANT's Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Compensation Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONSULTANT, for services contemplated by this Agreement, exceed the sum of \$416,905, ("Agreement Sum"), unless otherwise first approved in writing by CITY." CITY and CONSULTANT acknowledge and agree that through May 25, 2007, \$279,830.08 of the Agreement Sum have been expended in performance of a portion of the original scope of work and that CONSULTANT'S predecessor has been paid in full for that work.

3. Paragraph 8, "CONSULTANT REPRESENTATIVES" is amended to designate the following persons as the CONSULTANT'S REPRESENTATIVES:

4.

Laura Stetson, AICP, Senior Project Manager
Diana Gonzalez, AICP, Project Manager.

4. Paragraph 15, "INDEMNIFICATION," is amended to read in its entirety as follows:

"15. INDEMNIFICATION

CONSULTANT will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, its officers, agents and employees from any and all liability arising from the negligent acts or omissions or willful misconduct of CONSULTANT, its officers, employees, agents, subcontractors or vendors."

- 5. Paragraph 20, "NOTICE" is amended to designate CONSULTANT'S address for the purpose of giving notice to read as follows:

"CONSULTANT: Hogle-Ireland, Inc.
 201 South Lake Avenue, Suite 308
 Pasadena, CA 91101

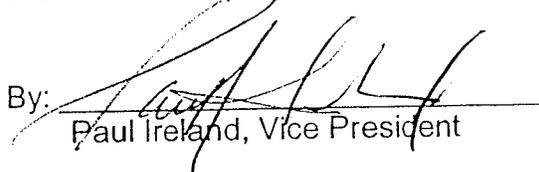
Fax: (626) 356-4464."

- 5. In all other respects, the Agreement is ratified and reaffirmed and is in full force and effect.

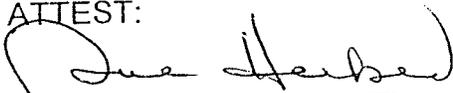
CITY OF TORRANCE,
 a Municipal corporation


 Frank Scotto, Mayor

HOGLE-IRELAND, INC.
 a California Corporation

By: 
 Paul Ireland, Vice President

ATTEST:


 Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
 City Attorney

By: 

THIRD AMENDMENT TO AGREEMENT

This Third Amendment to Consulting Services Agreement ("Third Amendment") is made and entered into as of September 23, 2008, by and between the CITY OF TORRANCE, a municipal corporation ("CITY") and Hogle-Ireland, Inc., a California Corporation ("CONSULTANT").

RECITALS:

- A. On October 26, 2004, CITY and Cotton/Bridges/Associates, a division of P & D Consultants, a Delaware corporation, entered into an Agreement (the "Agreement") whereby Cotton/Bridges agreed to perform certain services in connection with a comprehensive general plan update.
- B. The Agreement was for a two-year term, effective through October 26, 2006. The compensation to be paid to Cotton/Bridges pursuant to the Agreement was \$330,710, plus a 5% contingency of \$16,535.
- C. The Agreement was amended by that certain Amendment to Agreement, entered into as of October 26, 2006. The Amendment extended the term of the contract for one year.
- D. On March 14, 2005, Cotton/Bridges notified the CITY that it was changing its name to P & D Consultants. In December 2005, AECOM, the parent company of P&D Consultants, acquired EDAW. As part of the corporate restructuring, AECOM decided to place all of its planners into EDAW. The transfer of planners from P&D Consultants to EDAW occurred in April 2006.
- E. At all times during the performance of the Agreement, Laura Stetson, AICP, Senior Project Manager, and Diana Gonzalez, AICP, Project Manager, have been the principals on the CITY's comprehensive general plan update. In May 2007, Stetson and Gonzalez left EDAW and joined CONSULTANT.
- F. As of August 21, 2007, the City approved a Second Amendment to the Agreement, which contained the City's consent to the assignment of the Agreement to CONSULTANT for completion. The parties also amended and expanded the scope of work, to increase the compensation to be paid to CONSULTANT pursuant to the Agreement, and to extend the term of the contract through October 31, 2008.
- G. The original scope of work to be performed pursuant to the Agreement was set forth in Cotton/Bridge's Proposal submitted to the CITY in response to the

C2004-197

Request for Proposals. By way of the Second Amendment, the parties supplemented the original scope of work to add an additional scope of work for the CITY's housing element update.

H. Both parties now wish to extend the Term of the Agreement.

AGREEMENT:

1. Paragraph 2 "TERM" is amended to read in its entirety as follows:

"2. TERM

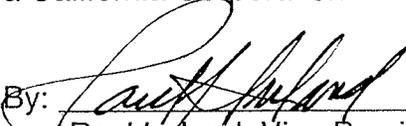
Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect through October 31, 2009."

2. In all other respects, the Agreement is ratified and reaffirmed and is in full force and effect.

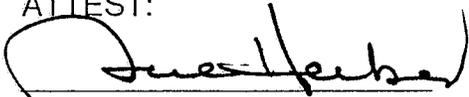
CITY OF TORRANCE,
a Municipal corporation

HOGLE-IRELAND, INC.
a California Corporation


Frank Scotto, Mayor

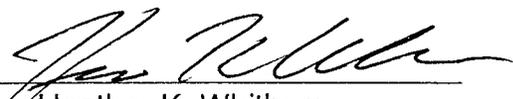
By: 
Paul Ireland, Vice President

ATTEST:


Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: 
Heather K. Whitham
Deputy City Attorney