

Council Meeting
February 15, 2011

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

Members of the Council:

SUBJECT: Police - Approve a consulting agreement for nonstructural design and equipment placement for the Police Forensic Lab. Expenditure: \$53,692.

RECOMMENDATION

Recommendation of the Police Chief that the City Council approve a consulting agreement with McClaren, Wilson & Lawrie, Inc. for \$53,692 for technical consulting services for the Police Forensic Lab (FEAP 731).

Funding: Funding is available in FEAP 731, Forensic Lab.

BACKGROUND

The Police Department's existing crime lab is housed in one small room that has not been updated in almost thirty years. The lab must be expanded and refurbished to accommodate a professional forensic staff and to support modern evidence processing. The Police Department has identified approximately 2,500 square feet of existing space within the Police facility for renovation. This project will involve reconfiguration of existing work areas to provide a larger, contiguous space for the new forensics lab and secure cold storage for evidence.

On November 24, 2009, item 8B, Council allocated \$35,000 of asset forfeiture funds to FEAP 731 for the planning and design of a new forensics lab. On August 3, 2010, item 8D, Council allocated an additional \$389,000 to the forensic lab project.

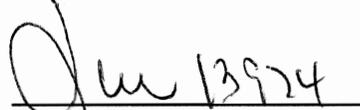
ANALYSIS

The Police Department has canvassed the law enforcement community for referrals to forensic laboratory design firms. One criterion was that the firm be able to assist with the accreditation process once the lab is complete. The only firm staff was able to identify as meeting the Department's criteria is McClaren, Wilson & Lawrie, Inc. (M.W.L.) of Phoenix, AZ. Their public and private sector references have been confirmed and this firm comes highly recommended. We would like to contract with this firm to perform the nonstructural design and equipment placement design for the Police Forensic Lab, FEAP 731.

There will be a separate contract brought forth to Council with a design firm for architectural and engineering services who will work in tandem with M.W.L. toward the creation of an accredited forensic crime lab.

Respectfully submitted,

JOHN NEU
Police Chief



By: Sgt. Robert Lara
Acting Services Division Commander

CONCUR:



John Neu
Police Chief

LeRoy J. Jackson
City Manager

Attachment A: McClaren, Wilson, & Lawrie, Inc. Consulting Agreement

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of February 15, 2011 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and McClaren, Wilson & Lawrie, Inc., an Arizona corporation ("CONSULTANT").

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT as technical advisor for design consulting services for the Police Department Forensics Crime Lab project.
- B. CONSULTANT represents that it is qualified to perform those services.

AGREEMENT:

1. **SERVICES TO BE PERFORMED BY CONSULTANT**
CONSULTANT will provide the services listed in the Scope of Services attached as Exhibit A. CONSULTANT warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.
2. **TERM**
Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through February 15, 2013.
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 initially contemplated by this Agreement, exceed the sum of 53,692 ("Agreement Sum"), unless otherwise first approved in writing by CITY.
 - B. Schedule of Payment.

Provided that the CONSULTANT is not in default under the terms of this Agreement, upon presentation of an invoice, CONSULTANT will be paid monthly the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the monthly invoice.

4. **TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

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

B. Termination for Cause.

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

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONSULTANT or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

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

5. **FORCE MAJEURE**

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

6. **RETENTION OF FUNDS**

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

CONSULTANT to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. **CITY REPRESENTATIVE**

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

8. **CONSULTANT REPRESENTATIVE(S)**

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

James Lewis McClaren
Leo McGill

9. **INDEPENDENT CONTRACTOR**

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

10. **BUSINESS LICENSE**

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

11. **OTHER LICENSES AND PERMITS**

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

12. **FAMILIARITY WITH WORK**

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

13. **CARE OF WORK**

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

14. **CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

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

15. **INDEMNIFICATION**

CONSULTANT will indemnify, defend, and hold harmless CITY, the Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, including, without limitation those arising from the breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss. 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 to the extent of CONSULTANT's contributing negligence, recklessness, or willful misconduct 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. 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 concurrent 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's share of responsibility. CONSULTANT will be entitled in the event of a determination of CITY's responsibility to reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation reflecting the CITY's proportionate share of such expenses.

16. **NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

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

17. **INSURANCE**

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

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

B. The insurance provided by CONSULTANT will be primary and non-contributory

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

D. CONSULTANT must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.

E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. **SUFFICIENCY OF INSURERS AND SURETIES**

Insurance or bonds required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONSULTANT agrees that the minimum limits of

any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

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

20. NOTICE

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

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

CONSULTANT: McClaren, Wilson & Lawrie, Inc.
8705 North Central Avenue
Phoenix, Arizona 85020

Fax: 602-943-5018

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

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.
21. **PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**
This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONSULTANT without the prior written consent of the other.
22. **INTEGRATION; AMENDMENT**
This Agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.
23. **INTERPRETATION**
The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.
24. **SEVERABILITY**
If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.
25. **TIME OF ESSENCE**
Time is of the essence in the performance of this Agreement.

26. **GOVERNING LAW; JURISDICTION**

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

27. **COMPLIANCE WITH STATUTES AND REGULATIONS**

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

28. **WAIVER OF BREACH**

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

29. **ATTORNEY'S FEES**

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

30. **EXHIBITS**

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

31. **CONSULTANT'S AUTHORITY TO EXECUTE**

The person(s) executing this Agreement on behalf of the CONSULTANT warrant that (i) the CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONSULTANT; (iii) by so executing this Agreement, the CONSULTANT is formally bound to the provisions of this Agreement;

and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONSULTANT is bound.

CITY OF TORRANCE
a Municipal corporation

McClaren, Wilson, & Lawrie, Inc.
a Arizona corporation

Frank Scotto, Mayor

By: _____
James Lewis McClaren
CEO

ATTEST:

Sue Herbers
City Clerk

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

By: _____
Patrick Q. Sullivan
Assistant City Attorney

Attachments: Exhibit A Scope of Services
 Exhibit B Compensation Schedule

Revised: 10/29/2008

EXHIBIT A
SCOPE OF SERVICES



McClaren, Wilson & Lawrie, Inc.

8705 North Central Avenue

Phoenix, Arizona 85020

602.331.4141

December 12, 2010

Ms. Diane Megerdichian
Business Manager, General Services Department
City of Torrance
3350 Civic Center Drive
Torrance, CA 90503

Re Scope: Forensic Science Laboratory
Misc. Police Specialty Spaces
Technical Advisor Facility Consulting
Revised Proposal

Dear Ms. Megerdichian:

Thank you for this opportunity to provide Technical Advisor Design Assist consulting services for the new Torrance Police Department Forensic Science Laboratory Project.

In the following scope of services McClaren, Wilson and Lawrie, Inc. (referred to as MWL and McClaren, Wilson, and Lawrie interchangeably) will work as an integral part of the Owner's team. We understand the Owner's team will be composed of key staff from the Police Department and other key City agencies.

We further assume that MWL will design the new lab, then assist a local architect / engineer team who would prepare the bid / construction documents.

Our proposed Scope of Services anticipates the following tasks:

Technical Advisor Design-Assist Services:

Task 1: Initial Design

In the initial phase MWL will work to prepare the initial plans for the lab. The initial plans will identify sizes of all spaces, show door swings, identify location of all cabinetry / casework, and locates all built-in equipment. This data will be important to illustrate the scope of the project for the architect / engineer team in preparing the project budget.

Architects and Planners

www.mwlarchitects.com

Arizona Illinois Virginia

McClaren Wilson and Lawrie, Inc. will serve as the Owner's technical representative in the planning, design, and construction phases for a new forensic science laboratory.

1. MWL will inspect the spaces in the police station that are scheduled to be renovated for use as the new lab area.
2. MWL will conduct initial interviews with criminalists and key Torrance PD staff to ascertain specific requirements for the lab.
3. MWL will digitize the existing spaces into a set of CADD base sheets (CADD = computer aided design and drafting).
4. MWL will use the dimensioned base sheets to create conceptual lab plans (floor plan layouts) for the renovation of the lab.
5. We will assume that none of the existing casework and attached equipment (auxiliary air fume hoods) in the spaces will be reused.
6. Lab plans will be presented to lab staff for review and comments.
7. Input and corrections will be made to the plans to reflect input from TPD lab staff.

Task 2: Final Schematic Design

MWL will finalize the schematic design with the local A/E team to use in their work.

1. MWL will finalize lab plan and work with A/E to allow them to commence their work.
2. Spaces included in the lab areas are contemplated to include lab spaces needed for latent print examination and first stage DNA triage.
3. MWL will review Lab areas to assure physical plant conformance with accreditation standards of the American Society of Crime Lab Directors for forensic labs (otherwise referred to as ASCLD-LAB.)
4. MWL will prepare dimensioned sketches (and interior elevations where needed) for all laboratory casework, laboratory sinks, built-in specialty equipment, and fume hoods. These sketches will be turned over to the architect team (referred to as the A/E team) so that they may input them into CADD (computer aided drafting / design.)
5. MWL will join A/E to present final design to Mayor and Council, Police, and City Executives.

Task 3: Design Development Phase

During the Design Development phase the major workload shifts from MWL to the A/E team. The A/E will be responsible for actively preparing bid/construction documents.

MWL will provide specialty details, specifications and the following services:

1. MWL will prepare bid specifications for lab casework, miscellaneous lab specialties, and fume hoods.
2. MWL will prepare detailed room data sheets for each space in the lab. The data sheets will identify special equipment needs, specialty items including, but not limited to, security devices, special fire suppression systems, special power requirements, and biohazard resistant finishes.
3. If, upon completion of the DD project cost estimate (prepared by others,) the anticipated cost exceeds the City of Torrance's budget, MWL will assist the Owner and A/E in one value-engineering workshop to explore options to bring the project into budget conformance.
4. MWL will recommend security generic type and location of security devices (closed circuit camera, duress alarm, overtemp alarm, intrusion alarms, doors control etc.) Security system data will be turned over to the A/E whose hardware consultant and electrical engineer will be expected to finalize design of security systems and prepare bid / construction documents of same.
5. Upon Completion of the Design Development (DD) Phase MWL will review the A/E's DD submission on behalf of the City. We will offer an opinion as the adequacy of documents, note problems and concerns and review again for corrections.

Task 4: Construction Documents

The bid / construction documents are made ready for the building department to commence the building permit plan check.

1. MWL will remain available by phone, video teleconference and in-person to answer A/E team questions.

Task 5: Bidding / Substitutions

During construction there will be numerous questions submitted regarding potential options to the products MWL and the A/E team specify.

1. During the formal bidding process MWL will evaluate any substitution requests submitted by bidders for items specified by MWL.

Task 6: Construction Support / Submittal's Review

MWL will review shop drawings and submittals for lab casework and specialty equipment that we specify for conformance with specifications.

1. MWL will answer construction related Requests for Information (RFI's) initiated by the Owner and/or Contractor regarding products or details prepared by MWL.
2. MWL will perform one mid-point construction inspection of the project (just prior to installation and closure of gypsum wallboard to inspect plumbing and infrastructure).
3. MWL will return upon notification by the Contractor of substantial completion to prepare a project punchlist.
4. MWL will return once to verify (backcheck) that items in the punchlist have been completed.

Additional Services:

Any service requested beyond the services listed above in this scope, will be considered additional services and may require additional compensation (i.e. for services beyond those identified on the attached scope and fee).

Additional services will only be performed after receipt of a written authorization to proceed from the City of Torrance.

Travel Expenses:

Travel costs and expenses for on-site meetings are limited to the trips identified in Exhibit A. Additional trips requested by the City of Torrance may require additional reimbursable expenses.

Invoices:

We will invoice monthly for services performed.

Payments:

If payments for completed work are not received within 45 days from the date of invoice, MWL may exercise the option to cease work on the project. Upon receipt of the delayed payment, MWL will evaluate any schedule impacts and commence work.

Our NTE lump sum fixed fee is broken out on attached Exhibit A

I lead MWL's efforts personally.

Thank you for this opportunity to provide service to the City of Torrance

We understand the City will request that we use a City Standard form of Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read 'James McClaren', with a stylized flourish extending to the right.

James Lewis McClaren, AIA, NCARB
Senior Principal: McClaren, Wilson and Lawrie, Inc.

EXHIBIT B
COMPENSATION SCHEDULE

City of Torrance, California
 • Police Facility Technical Advisor •
 Exhibit A
 Revised 12-2010
 Scope of Services

Staff Rates

Title:	Sr. Principal	Proj Arch.	Tech #2
Rate:	\$265	\$185	\$85

Trip	Technical Advisor Design Assist Services			Remarks	
Task 1: Initial Design					
1a	Site inspection	4	0	0	Review spaces to be renovated into the lab
1a	Interview key Lab Staff	4	0	0	
OFC	Create "To Scale" base sheets	0	0	2	Digitize into AutoCad
OFC	Create First Pass Lab Plans	8	0	4	
1b	Review Meeting	8	0	0	Present first pass plans to lab staff
OFC	Picking up staff comments	4	0	8	Update to pick up staff comments and corrections
		28	0	14	
		\$7,420	\$0	\$1,190	
	Subtotal Labor:				\$8,610
	Lump Sum Expenses: (2) 1-day trips max.				\$986
	Lump Sum Fixed Fee Task 1:				\$9,596
Task 2: Schematic Design					
OFC	Finalize Lab Plans	8	0	16	For Turnover to A/E
OFC	Prepare Initial Lab Elevations	6	0	16	
2a	On-Site Presentation to PD Staff	8	0	4	Evening Council Presentation?
2a	Kick-off Mtg. With A/E Team	8	0	0	
		30	0	36	
		\$7,950	\$0	\$3,060	
	Subtotal Labor:				\$11,010
	Lump Sum Expenses: (1) 2-day trip max.				\$863
	Lump Sum Fixed Fee Task 2:				\$11,873
Task 3: Design Development					
OFC	Prepare Bid Specs (Lab Specialites)	4	6	0	For Turnover to A/E
OFC	Prepare Room Data Sheets	4	6	0	For Turnover to A/E
OFC	Participate in VE Effort	4	0	0	VE = Value Engineering
OFC	Recommend Security Equip.	4	4	0	Turnover Matrix and Plan
3a	Mid Phase Project Mtg.	8	0	0	Answer Questions from A/E
OFC	Review of A/E DD Submission	4	8	0	
3b	Review of DD Review Comments	8	0	0	At Phase end
		36	24	0	
		\$9,540	\$4,440	\$0	
	Subtotal Labor:				\$13,980
	Lump Sum Expenses: (1) 1-day trip + (1) 2-day trip max.				\$1,303
	Lump Sum Fixed Fee Task 3:				\$15,283
Task 4: Construction Documents					
OFC	Participate in A/E Mtg's	6	4	0	By Tel-Con / Skype Video
4a	Participate in A/E Mtg's	8	0	0	If In-person Mtg. is Required Add \$518 Travel Expenses
		14	4	0	
		\$3,710	\$740	\$0	
	Subtotal Labor:				\$4,450
	Lump Sum Expenses: (1) 1-day trip max.				\$540
	Lump Sum Fixed Fee Task 4:				\$4,990
Task 5: Bidding / Substitutions					
OFC	Review Bidder Substitution Requests	2	0	0	If In-person Mtg. is Required Add \$518 Travel Expenses
		2	0	0	
		\$530	\$0	\$0	
	Subtotal Labor:				\$530
	Lump Sum Expenses:				\$0
	Lump Sum Fixed Fee Task 5:				\$530

City of Torrance, California
 • Police Facility Technical Advisor •
 Exhibit A
 Revised 12-2010
 Scope of Services

Task 6: Construction Support / Submittal Reviews

OFC	Review Shop Drawings / Submittals	2	4	0	Lab Casework, Fume Hoods Etc.
OFC	Respond to RFI's for Specialty Items	4	6	0	Lab Casework, Fume Hoods Etc.
6a	Mid-point Inspection	8	0	0	
6b	Punchlist Inspection	8	0	0	
6c	Backcheck of Punchlist	8	0	0	At Phase end
		30	10	0	

Subtotal Labor:	\$7,950	\$1,850	\$0	\$9,800
Lump Sum Expenses: (3) 1-day trips max.				\$1,620
Lump Sum Fixed Fee Task 6:				\$11,420

Fee Summary:

Task:	Lump Sum Fixed Fee
Task 1 Initial Design	\$9,596
Task 2 Final Schematic	\$11,873
Task 3 DD Phase	\$15,283
Task 4 CD Phase	\$4,990
Task 5 Bidding	\$530
Task 6 Construction	\$11,420
	\$53,692