Council Meeting
April 19, 2011

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

Members of the Council:

SUBJECT: General Services and Police - Approve an agreement for the Police Department Forensic Crime Lab

Expenditure: $ 74,072

RECOMMENDATION

Recommendation of the General Services Director and Police Chief that City Council approve a consulting agreement with TETRA-IBI Group Architecture Planning in the amount of $74,072 for architectural and engineering design services for the Police Department Forensic Crime Lab (FEAP #731).

Funding: Funding is available in FEAP #731- P.D. Forensic Crime 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. The space to be reconfigured currently houses a training office, and a computer forensics lab, which will be relocated within the existing space. The reconfiguration of existing of the work areas will provide a larger, contiguous space for the new forensics lab.

A 2nd phase to the project will include relocating the storage of the field officers' equipment to a new storage facility outside within the Police compound to accommodate a space for cold storage. Cold storage is needed for retaining forensic evidence processed in Torrance, as well as to retain evidence analyzed by the County of Los Angeles. Due to budget constraints, the County Coroner and County Crime Lab will no longer store forensic evidence for Torrance cases; this increases the volume of space needed for cold storage in the Police facility. Staff is currently exploring different design options and will be coming forward at a later date to council for approval of a design contract for the new equipment storage facility.

On February 15, 2011, City Council approved a consulting agreement with McClaren, Wilson & Lawrie, Inc. (M.W.L.) for technical services for lab equipment placement design and assistance with obtaining crime lab accreditation once the lab is complete. M.W.L. will work in tandem with the recommended architectural firm, TETRA-IBI Group.

ANAYLSIS

Staff from both the General Services and the Police Department interviewed three architectural design firms: TETRA-IBI Group, Withee Malcolm Architects and DLR Group. The following two proposals were received.

TETRA- IBI Group	$74,072
Withee Malcolm Architects	$66,000*

*Withee Malcolm Architects fee did not include providing a cost estimate, an allowance for structural engineering, when those elements were removed from Tetra-IBI proposal their price was $67,572.

Although both firms are capable of handling the project, Tetra- Design had extensive experience in lab work, their plans were very detailed (based on samples of their work) and they also have previous experience working with McClaren, Wilson, and Lawrie. The firm also received 8 out of 10 for quality of services, staff, and responsiveness to client's needs from references.

Therefore the General Services Director and the Police Chief recommend awarding a design contract to TETRA-IBI Group for architectural and engineering design services for the Police Department Crime Lab (FEAP #731).

Respectfully submitted,

Sheryl Ballew
General Services Director

Diane Megerdichian

By Diane Megerdichian
Business Manager

CONCUR:

Sheryl Ballew

Sheryl Ballew
General Services Director

John Neu
Police Chief

LeRoy J. Jackson
City Manager

Attachment A: TETRA-IBI Group Consulting Agreement

ATTACHMENT A

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of April 19, 2011 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and TETRA- IBI Group Architecture Planning, a California corporation ("CONSULTANT").

RECITALS:

A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to provide architectural and engineering services for design of the Police Department Forensics Crime Lab.

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 Design Requirments 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 April 19, 2013.

3. COMPENSATION

A. CONSULTANT's Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Proposal attached as Exhibit 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 74,072 ("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 Exhibit B. 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:

Jerrod R. Penrose

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 cots 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:	TETRA- IBI Group Architecture Planning 1055 Wilshire Boulevard Suite 1885 Los Angeles, CA 90017-5601 Fax: 213-481-0947
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

_____
Frank Scotto, Mayor

ATTEST:

_____
Sue Herbers, CMC
City Clerk

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

By:_____
Patrick Q. Sullivan
Assistant City Attorney

TETRA - IBI Group Architecture Planning
a California corporation

By:_____
Jerrod R. Penrose
Vice-President

Attachments:	Exhibit A	Design Requirements
	Exhibit B	Proposal

Revised: 10/29/2008

EXHIBIT A

DESIGN REQUIRMENTS

City of Torrance

Design Requirements Information

Design Development- Basic Requirements

1. Design to construction budget. Consultant to provide a complete set of plans and specifications for construction, renovation, alteration, replacement or repair.
2. Retain additional design A/E firms as necessary (Structural, EE, ME etc.) as part of fixed fee.
3. Provide 5 sets of drawings and specifications for review by General Services 100% (pre-plan check)
4. Provide 2 full sets for reproduction after plan check approval and corrections and modifications are made. (1-CD PDF format and 1 bond)
5. Provide working drawings – record copy on CD-ROM – AutoCAD format.
6. Provide specifications in CSI format (16 section) submitted in MS Word (disk/CD or electronically).
7. Provide a separate specifications (book)
8. Specifications must include section 1 – General Requirements.
9. Submit completed design drawings directly to the Community Development Department (Building Department) for plan check. 2 full sets, separated by architectural, structural, civil, mechanical, and electrical.
10. Track progress during the plan check process.
11. Provide copies of all plan check or other comments provided by Community Development Department during the project.

Bidding Period

1. Attend Project Pre-bid Conference/Job Walk
2. Review and prepare response to bidder's RFI within 5 working days.
3. Review and prepare response to design or code change proposals within 5 working days.

Construction Administration

12. Attend bi-weekly progress meetings at job site during construction.
13. Review and approve submittals with 7 calendar days.
14. Review and prepare response to contractor RFIs within 2 working days.
15. **Review and prepare response to design or code change proposals within 5 working days.**
16. Provide cost estimates for design or code change proposals within 5 working days.
17. Attend and provide input on the final inspection.
18. Review and provide comments on the final punch-list.

Other

1. The City prefers design proposals based on a **fixed fee**.
2. A City Business License is required.
3. The contract will use City's standard contract format. We do not use the AIA design contract formats.
4. General Services normally does not coordinate the plan check review process for the A/E during plan check. There are no waivers given by the Building Department because it is a City project.
5. City does not pay for the following expenses
    - Telephone calls
    - Mileage
    - Transportation
6. Printing and duplication costs should be included as part of the fixed fee proposal.

Exclusions

1. Survey/Soils work to be contracted separately by the City on an as needed basis.

A typical construction project design schedule

- **1st scope meeting** (layout, equipment, hardware)
  14 days to single line
- **2nd scope meeting (finalize any modifications – and materials/equipment to be used)**
  35 days to architectural
  35 days to mech/elec/plumb/structural (concurrently)
  35 days to complete specifications and plans (concurrently) – submit for General Services review
- **100% Review by City – General Services (approximately 2-3 weeks)**
  14 days to final
- **Submit to Plan Check**
  7 days to resubmit corrections to plan check
- **Plan check approval**
  7 days to provide final drawings and specifications for bidding

EXHIBIT B

PROPOSAL

TETRA
ARCHITECTURE
PLANNING

TETRA - IBI Group Architecture Planning
1055 Wilshire Boulevard – Suite 1885
Los Angeles CA 90017-5601 USA

tel 213 250 7440
fax 213 481 0947

December 13, 2010 (REVISED)

City of Torrance
General Services Department
3350 Civic Center Drive
Torrance, CA 90503

Attn: Diane Megerdichian, Business Manager

RE: Request for Proposal for A&E Design Services
City of Torrance- Police Department Forensic Lab Renovation Project

Tetra-IBI Group is very pleased to be invited to submit the following proposal to provide Professional A&E Design Services for the proposed City of Torrance - Police Department Forensic Lab Renovation Project located at 3300 Civic Center Drive, Torrance, CA 90503. This replaces our proposal letter December 3, 2010.

Scope of Work

The project scope is for the renovation of the existing Police Lab on the Lower Level of the Police Department building. The firm of McClaren, Wilson & Lawrie, Inc. (MWL) is contracting directly with the City of Torrance to provide programming and preliminary design services for the proposed laboratory renovation and will continue their consulting role by providing equipment diagrams, equipment specifications, reviews of A&E documents and reviews of construction phase lab equipment submittals. The spaces included in the lab areas are contemplated to include lab spaces needed for latent print examination and first stage DNA triage. The existing lab area spaces are to be demolished for the new laboratory configuration. The final permitted A&E documents will be issued by the City of Torrance for bid and general contractor selection.

Scope of Services

Tetra-IBI Group will provide architectural and engineering services for the design development, contract documentation, building department plan check review & approval, bidding phase and construction administration support phases for the Police Department Forensic Lab Renovation project. Scope of services are further outlined in the City of Torrance "Design Requirements Information" (2-pages) attached to the Consultant Interviews/SOQ email attachment received on 11/16/10.

Assumptions

1. Specifications – Section 1 general conditions will be drafted by the A&E and submitted for review for conformance with City of Torrance construction contract general conditions.
2. The project scope does not include preparation and submittal for LEED certification.
3. Original building drawings will be available in a readable format.

4. MWL will prepare the initial cad floor plans for the improvement area based on existing field conditions verifications.
5. An allowance has been included for structural engineering services to provide an analysis and design for support details of modifications to the roof mounted exhaust system (for new replacement Fume Hoods), if required.
6. The proposal assumption is the base building systems (HVAC, electrical and plumbing) have adequate capacity to support the proposed improvements and equipment within the lower level lab renovation.
7. All agency fees for plan check reviews will be paid by the City of Torrance.

Services not provided but not limited to are:

1. Field and laboratory materials testing and reports of the existing building.
2. Hazardous materials surveys, reports or abatement specifications.
3. Security Consultant services.
4. Code and accessibility analysis beyond the project scope.
5. Design of improvements to the base building systems.
6. Telecommunications systems and equipment design.

Compensation

Based on our best understanding of the project scope, Tetra-IBI Group proposes to be compensated for professional services as follows (see attached Proposal Summary and Fee Detail Task sheets):

A. Design Development	
Prime Architect (Tetra-IBI Group)	$ 12,156
Mechanical Engineering (Maroko & Shwe, Inc.)	$ 1,471
Electrical Engineering (Pacific Engineering Group)	$ 1,535
Expenses (submittal printing costs)	$ 689
Subtotal Design Development NTE	**$ 15,851**
B. Final Design Documents	
Prime Architect (Tetra-IBI Group)	$ 26,420
Structural Engineering (**Allowance**) (Saiful/Bouquet)	$ 2,500
Mechanical Engineering (Maroko & Shwe, Inc.)	$ 2,941
Electrical Engineering (Pacific Engineering Group)	$ 3,412
Cost Estimating Consultant (DC Construction Management Services)	$ 3,500
Expenses (submittal printing costs)	$ 918
Subtotal Final Documents	**$ 39,691**

C. Construction Phase Support Services

Prime Architect (Tetra-IBI Group)	$ 15,900
Structural Engineering (**Allowance**) (Saiful/Bouquet)	$ 500
Mechanical Engineering (Maroko & Shwe, Inc.)	$ 588
Electrical Engineering (Pacific Engineering Group)	$ 853
Expenses (submittal printing costs)	$ 689
Subtotal Construction Phase Support Services NTE	**$ 18,530**
TOTAL Services & Expenses	**$ 74,072**

Note, the estimated reimbursable expenses include costs for printing, deliveries and items as allowed for in our services agreement.

Schedule

Upon authorization to proceed, the Tetra-IBI Group will prepare a detailed schedule workplan for the both the design development and final document phases based on the City's proposed project Design Schedule timelines and the MWL identified dates for completion of their schematic design phase services.

Thank you again for this opportunity to submit our professional services proposal for this special assignment for the City of Torrance. We know there can be challenges in the implementation of renovation projects and therefore stand ready to provide all of the support needed at each phase of the assignment to insure a successful project completion. We consider Tetra-IBI Group to be a partner in the City's role in providing quality public services. If you require any further information, please do not hesitate to contact me.

Very sincerely,

for Tetra-IBI Group Architecture Planning

by

Jerrold R. Penrose, AIA, LEED AP
Vice President

David Chow, P.E., AICP
Director

JRP: rh

cc: RF/GF/PM

ARCHITECTURAL & ENGINEERING SERVICES										12/13/2010
TORRANCE POLICE DEPARTMENT FORENSIC LAB										Revised
A. Tetra Design										
Disipline	Project Director	Project Manager	Project Architect	Project Int. Des.	Project Designer	Spec Writer	Sr.Cadd Tech	Support		
Tasks / Hourly Rates	$ 180	$ 160	$ 145	$ 145	$ 122	$ 117	$ 106	$ 65		
DESIGN DEVELOPMENT PHASE										
Prepare D.D. Drawings	2	2		4	8		20			
Prepare D.D. Cost Estimate		2	4	2						
Prepare D.D. Specifications						2		1		
Client Meetings	2	4		4						
Code Update		1								
Color & Materials Boards				2	4					
Coordination		4					2			
QA/QC			4							
Prepare D.D.Submittal		2		2	4		10			
Submit D.D. Package.		1					2	1		
Total D.D.	4	16	8	14	16		34	2		
Subtotal Fee	$720	$2,560	$1,160	$2,030	$1,952	$0	$3,604	$130		$12,156
CONSTRUCTION DOCUMENTS										
100% construction drawings	2	4	12	2	24		60			
Prepare 100% cost estimate	1	2		2						
Prepare 100% specifications				1		4				
Consultant coordination		2		2			2			
Prepare 100% submittal package		2	8	1	16		20			
Submit 100% package		2					2			
Submit documents to TBS		4	2				4	1		
TBS corrections			2		4		8			
TBS backcheck meetings			4				8			
Bidding Support	1	4		2				1		
Subtotal 100% CD's	4	20	28	10	44	4	104	2		
Subtotal Fee	$720	$3,200	$4,060	$1,450	$5,368	$468	$11,024	$130		$26,420
CONSTRUCTION ADMINISTRATION										
Attend pre-construction meeting		2	2							
Site visits (12 total)	4	6	18	2						
Respond to RFI's			14				4			
Review shop drawings and submittals		2	10		4		10			
Review change orders			6							
Issue clarifications			8							
Review substitutions			8							
Final job walk/punch list		2	2							
Prepare Record drawings			2				8			
Subtotal Construction	4	12	70	2	4	0	22	0		
Subtotal Fee	$720	$1,920	$10,150	$290	$488	$0	$2,332	$0		$15,900
Total Tetra-IBI Group										$54,476
A&E FEE PER PHASE										
DESIGN DEVELOPMENT PHASE										
A. Prime Architect									$	12,156
C. Structural Engineer									$	-
D. Mechanical & Plumbing Engineer									$	1,471
E. Electrical Engineer									$	1,535
G. Estimated Expenses									$	689
Subtotal DD Services Fee									**$**	**15,851**
CONSTRUCTION DOCUMENTS										
A. Prime Architect									$	26,420
C. Structural Engineer	(ALLOWANCE)								$	2,500
D. Mechanical & Plumbing Engineer									$	2,941
E. Electrical Engineer									$	3,412
F. Cost Estimator									$	3,500
G. Estimated Expenses									$	918
Subtotal Documents Services Fee									**$**	**39,691**
CONSTRUCTION ADMINISTRATION										
A. Prime Architect									$	15,900
C. Structural Engineer									$	500
D. Mechanical & Plumbing Engineer									$	588
E. Electrical Engineer									$	853
G. Estimated Expenses									$	689
Subtotal Construction Phase Support Services Fee									**$**	**18,530**
A&E SERVISES SUMMARY									**$**	**74,072**

MAROKO & SHWE, INC.
Consulting Mechanical Engineers

1106-B W Magnolia Blvd.
Burbank, CA 91506
Phone: 818-840-0280
Fax: 818-840-0284
Email: msi@marokoshwe.com

December 10, 2010

TETRA – IBI Group
1055Wilshire Blvd., Suite 1885
Los Angeles, CA 90017

Attn: Mr. Jerry Penrose, AIA LEED AP

Re: Torrance Police District-Forensic Lab Remodel

Dear Mr. Penrose,

Thank you very much for the opportunity to propose our services. We can provide Mechanical and Plumbing Engineering services for the subject project, for a lump sum fee of $5,000.00.

Our fees and scope of work are based on an email we received last November 28, 2010 and our site visit last November 30.

Scope of Work:

- HVAC and Plumbing design for the renovation of existing lab space.
- Replacement of three (3) fume hoods and associated exhaust fan.

Our services will include a reasonable number of meetings, working drawings and specifications for the air conditioning, heating, ventilating and plumbing portions of the work as outlined below:

Design Phase

1. HVAC & Plumbing drawings on AutoCAD.
2. Specifications.
3. Response to plan review comments.

Construction Phase

1. Assistance in the interpretation of the drawings and specifications during bidding period.
2. Availability for discussion of field problems and/or any necessary clarifications.
3. Review of submittals.
4. Job observation trips upon substantial completion.
5. Record drawings.

EXCLUSIONS:

1. Fire protection systems (including fire sprinkler drawings).
2. Plan check fee, permit fees and other fees required by governmental agencies having jurisdiction.

3. Reproduction of plans and specifications.
4. Verification of covered utilities through destructive or instrument assisted observation.
5. Verification and abatement of hazardous materials.
6. Modification of existing site utilities.
7. Submittal of plans to plan-check.

The excluded services will be provided if needed as extra services if we can. Also, revisions after 50% completion of our work, Owner requested revisions after completion of our work and revisions due to unexpected field conditions during construction will be considered additional services. Additional services will be billed hourly at the following hourly rates:

Principal	$ 150.00
Project Engineer	$ 100.00
Engineering Assistants	$ 80.00
Clerical	$ 65.00

The proposed fees are based on the following assumptions:

1. As-built mechanical and plumbing drawings will be made available by the Owner for our reference. If the as-built drawings are not available, we will field measure and produce measured drawings as additional services.

A contract is requested before commencement of work.

Very truly yours,

MAROKO & SHWE, INC.

James H Shwe

James H. Shwe, P.E., LEED A.P.

Pacific Engineers Group
Consulting Electrical Engineers

Danny Ho, PE
Jimmy Fong, PE

December 10, 2010

Mr. Jerrold R. Penrose, AIA
Tetra – IBI Group
1055 Wilshire Blvd. Suite 1885
Los Angeles, CA 90017 – 5602

Re: City of Torrance – Police Department
Forensic Lab

Dear Jerry:

Please accept this letter as our proposal for providing electrical engineering services for the above referenced project. The scope of the electrical design will generally include lighting, electrical outlets, power to lab equipment, hvac wiring, pathways for telephone/data outlets and fire alarm device additions and relocations.

Our Services will consist of:

A. **Design Phase**

1. Site verification of existing conditions.
2. Coordination and meetings with Architect, Owner's Representatives, Consultants and all other members of the design team.
3. Preparation of drawings suitable for various phases of submission to the Owner.
4. Preparation of final drawings for submittal to Building and Safety, bid and construction.
5. Preparation of Specifications in final typed form.
6. Provision of Title-24 Lighting Forms.
7. Provision of prints for normal coordination between Architect and Consultant.

11028 Victory Boulevard, Suite 201, North Hollywood, California 91606-3720 * (323) 877-5304 * (818) 763-9189 * FAX (818) 763-9180

B. Construction Administration Phase

1. Review Shop Drawings.
2. Responses to inquiries during bid and construction.
3. Assistance to Architect with clarifications and addenda.
4. Provision of on-site observation visits appropriate to various stages of construction.
5. Development of final punch list at completion of construction.

Our proposed fee for Electrical Engineering Services as outlined above is $5,800.

Sincerely,

PACIFIC ENGINEERS GROUP

Y. Danny Ho, P.E.
President

11028 Victory Boulevard, Suite 201, North Hollywood, California 91606-3720 * (323) 877-5304 * (818) 763-9189 * FAX (818) 763-9180

DC

Construction Management Services

December 2, 20010

Mr. Jerry Penrose
Tetra-IBI Group
1055 Wilshire Boulevard, Suite 1885
Los Angeles, CA 90017-0947

RE: City of Torrance Police Facility
Police Department Basement Forensic Lab
Construction Cost Estimating Services

Dear Jerry:

Further to your request for proposal, we appreciate this opportunity to submit our fee proposal to provide you with construction cost estimating services for the above project.

1. *SCOPE OF THE PROJECT*

We understand that the project comprises of the complete renovation of an existing small lab space located at the basement level and the addition of a door and a window at the lab support area.

2. *PROJECT BUDGET*

We understand that the construction budget has not been established.

3. *SERVICES*

We are pleased to provide the construction estimating services at the following design phases:

a) 100% Design Development
b) 100% Construction Documents

3.1 Estimate Format

The estimates will be presented in CSI 16 division format for all the design phases.

3.2 Reconciliation of Estimates

Reconciliation of estimates prepared by others, if any, will not be included in the basic services.

550 Schueren Road Malibu, CA 90265-3046
Phone: 310-317-1500 Fax: 310-317-0443

DC

Construction Management Services

3.3 Value Engineering

We have excluded any value engineering services.

3.4 Exclusions

a) Negotiations with contractors
b) Change order review
c) Any additional estimates apart from the one estimate at each design phase mentioned above
d) Any travel outside Southern California
e) Any scheduling services
f) Any alternate schemes
g) Cost estimate on hazardous material removal
h) Life-cycle costing
i) Value engineering workshops and studies

4. *FEES*

We are pleased to provide estimating services for the above referenced project for the following lump sum fees of:

a)	~~100% Design Development~~	~~$2,500~~ JRP
b)	90% Construction Documents	$3,500
	Total	~~$6,000~~ $3,500

5. *ADDITIONAL SERVICES*

If any of the services in Section 3.4 are required, they will be treated as additional services and the following hourly rates will apply:

Principal	$150/hr.
Senior Estimator	$120/hr.
Technical and Professional Staff	$50-120/hr.
Clerical Staff	$25-45/hr.
Expenses billed at cost plus 5% administration fee	

6. *EXPENSES*

The fees above include expenses incurred in the preparation of the estimates and do not include travel outside the Los Angeles area. These costs and expenses as incurred will be billed separately. In addition, expenses such as fax, courier services and special mailing services (Federal Express, Express Mail etc.) are not included. Expenses will be invoiced at cost plus a 5% administration fee.

DC

Construction Management Services

Mr. Jerry Penrose
December 2, 2010
Page 3

7. ***PAYMENT***

We will invoice on completion for payment net thirty (30) days. Interest at 1 ½% per month will be charged to balances outstanding after thirty days.

This proposal remains open for acceptance for a period of two months after which time we should be consulted for verification of scope and fees.

We trust our proposal will meet with your approval and look forward to working with you. If this proposal is acceptable to you, please sign below and return one copy to our office. In the meantime, if you have any questions regarding this proposal or the fee structure, please give me a call.

Yours sincerely,

DC Construction Management Services.

David Chua

David Chua,
Principal

Accepted by
Tetra-IBI Group

_____

_____