

Culver **CITY**

REQUEST FOR QUALIFICATIONS AND PROPOSALS

PLANNING AND DESIGN SERVICES

for

DESIGN AND DEVELOPMENT OF THE BALLONA CREEK BIKEWAY PROJECT

May 15, 2007

Submittal Deadline: 3:00 pm., June 11, 2007

SECTION I - GENERAL

The City of Culver City is seeking the services of qualified planning and design firm(s) to provide professional services for the Ballona Creek Bikeway Project. The project is located along the north side of Ballona Creek west of Overland Avenue, as shown in Exhibit 1.

The City's request is for a two phase project. Phase 1 includes the preparation of conceptual plans, presentations at public meetings and grant application exhibits. Phase 2 would be the preparation of construction drawings, specifications and bid documents and the participation in the contract bidding and development phases through to project completion. The City intends to award the contract for planning and design services by July 9, 2007.

The project includes planning, design and community outreach activities through the development of all construction documents necessary for construction of a project to restore natural habitat, enhance the creek and bike path environment, create educational opportunities and establish a way station for users of the bike path.

SECTION II - PROJECT LOCATION

The City of Culver City is a Charter City incorporated in 1917, with a population of approximately 40,000 within five square miles. The City is located eight miles west of Downtown Los Angeles and six miles north of Los Angeles International Airport. It is also strategically located near the interchange of the Santa Monica (I-10) and San Diego (I-405) freeways.

The Ballona Creek and Bike Path travel through the City in an east/west direction and connect to the Ocean and coastal bike path in Marina del Rey. The project is located adjacent to or near the Julian Dixon County Library, Culver City High School, Culver City Middle School, Farragut Elementary School, LA Goal adult learning center, and a Continuous Deflective Separation (CDS) unit installed by the City in 2004/2005.

SECTION III - PROJECT DESCRIPTION

The proposed Ballona Creek Bikeway Project (Project) is located along the north side of the Ballona Creek west of Overland Avenue. The goal is to have the planning and design activities completed in time to submit the project for construction funding for the next Rivers and Parkways grant cycle in October 2007. The project is intended to transform this segment of the creek and bike path by enhancing the beauty of the creek, and providing a peaceful and beautiful way station for travelers along this segment of the bike path as well as amenities for library patrons, school students and nearby residents. The proposed construction project would have the following features:

- Removal of concrete embankment and replacement with a retaining wall and terraced landscaping with native, drought tolerant plants and irrigation along the upslope side of the bike path (between the bike path and the school properties and library)
- Enhanced fencing between the bike path and the school property and between the bike path and creek
- Enhanced entry gate at the service roadway entrance to the creek located off of Overland Avenue and adjacent to the Julian Dixon county library.
- A rest area with benches, water fountain and trash receptacles
- Installing lighting along this portion of the bike path.
- Installing educational displays regarding this segment of Ballona Creek including information on storm water pollution prevention utilizing the nearby CDS unit.
- Repair of the existing mural that is that located along the bike path and near the library and install an anti-graffiti coating over the repaired mural.
- Provide for five years of maintenance.
- Safety/Security Study

Attached for your information is a more detailed description of the proposed construction project (Attachment No. 1). These project design parameters may change based on the available budget and public input received during the design process.

The Project consists of planning and design services, specifications, and cost estimates for the construction, including required environmental documents for the proposed construction project and a safety/security study to be performed under the direction of the Culver City Police Department. The design consultant will conduct community meetings to obtain public input on the project design and safety/security study and comply with the City's Open Space Zone requirements. The Project scope will also include preparation of landscape and irrigation plans that will utilize drought tolerant and Southern California native plants appropriate to the Ballona Creek habitat and drip or other low-volume water conserving irrigation systems.

The Project is funded by the Santa Monica Mountain Conservancy through Proposition 50 grant funding.

SECTION IV - OBJECTIVES

The City is seeking proposals from consulting firms with a proven track record in community-based planning and design to provide services for the Project.

The improvements must comply with all current County and City codes and standards, including but not limited to the Americans with Disabilities Act and Guidelines (ADA&G).

It is anticipated that the design team may include a combination of expertise in the following fields: civil engineering; urban design and/or landscape architecture; and community outreach.

SECTION V - SCOPE OF SERVICES

The scope of services for this project will include the following tasks:

Contract Administration

1. Establish a single point of contact and commit that person for the duration of the project to provide timely information relative to the project issues.
2. Attend project team meetings with City staff, (Staff support from the following City departments will be needed to implement the project: Public Works, Police, Fire, Community Development and Parks, Recreation & Community Services) including preparing and presenting materials as needed at the following meetings:
 - a Attend a preliminary meeting with City staff to discuss and formalize working relationships and project parameters.
 - b Conduct a kick-off meeting with all the stakeholders (at a minimum, Santa Monica Mountains Conservancy, Los Angeles County Department of Public Works, Los Angeles County Library and Culver City Unified School District) to formalize working relationships and review project issues and procedures.
 - c Organize, prepare materials for, present information, and summarize proceedings of two community outreach meetings. This will include outreach to residents, property owners and stakeholders within project vicinity.
 - d Attend project team progress meetings with the City's Project Manager and other stakeholders to monitor the project status, scope, schedule, and budget.
 - e Attend one Planning Commission and one City Council meeting for presentation of the design plans, if requested.
 - f Attend one City Council meeting for approval of the plans & Specifications for construction, if requested.
3. Provide project management services throughout the course of the project, document checking, coordination with City staff and stakeholders, data coordination, value engineering analysis, site analysis, materials research/specifications, constructability reviews and sustainability.

Public Outreach

1. Present a recommended program for public outreach activities to achieve the following:
 - Acquaint residents and stakeholders in affected areas of the Project.

- Receive public input on issues of importance and relative priorities.
 - Gain public understanding, acceptance, and support of the Project.
2. Develop presentations, plans, elevations and/or other presentation material and carry out an ongoing information dissemination program throughout the design development phase of the project. Prepare an information sheet of the project and mail it to residents and other interested parties in the area.

Phase 1 – Planning, Design and Community Outreach Phase

1. Attendance at a planning kick-off meeting with staff.
2. Attendance at periodic design team meetings.
3. Investigate and verify the existing conditions of the site through site visits and review of record drawings.
4. Perform necessary ADA&G review and make recommendations for compliance.
5. Prepare project status reports and recognize critical issues early on to discuss and resolve them with the City.
6. Prepare high quality reports, drawings, detailed materials boards, elevations, application exhibits, preliminary cost estimates, and professional oral presentations as required for conceptual plan approvals.
7. Anticipate maintenance requirements and develop preliminary Project maintenance cost estimate, with an emphasis' towards minimizing future maintenance/operational costs.
8. Review costs and project components with City staff to develop a recommended project and revise, as necessary.
9. Revise project elements and concept design based on City input.
10. Conduct at least two community outreach meetings; the first for project introduction/initial public input; and, the second for presentation of conceptual design.

Phase 2 - Construction Phase

1. Based on the approved concept plans, develop and prepare all necessary plans, specifications and construction drawings for the Project, including site plan, utility connections, construction details, and incorporating applicable Standard Urban Storm Water Mitigation Plan (SUSMP) requirements adopted on March 8, 2000, by the California Regional Water Quality Control Board, Los Angeles Region.
2. Preparation of a site grading and drainage plan by a registered Civil Engineer.
3. Preparation of construction specifications, including standard City bid forms, contract documents, and general provisions.
4. Preparation of a detailed cost estimate for the entire project.
5. Provide utility coordination.
6. Provide project documentation for City review that includes plans, specifications, and cost estimates at the 50%, 85% and 100% construction drawing stages in sufficient detail to ensure the successful completion of the

- project within the approved budget.
7. Prepare all applications, coordination and securing of permits, and approvals from all necessary advisory and permitting/regulatory agencies.
 8. Ensure that bid documents comply with all City and regulatory agency general conditions, general requirements, and construction regulations.
 9. Evaluate the contractor bid proposals and coordinate the evaluation process.
 10. Attendance at a preconstruction meeting with the contractor at the site.
 11. Provide all necessary design services required to obtain required permits and approvals, and bid and complete the project.
 12. Provide construction support including review of Requests for Information (RFI's), Contract Change Orders (CCO's), weekly inspection of the project site and coordination with the City's Project Manager, attendance at bi-weekly construction meetings and submittal of "as-built" plans at completion of project.
 13. Provide appropriate on-site surveillance during construction to maintain awareness of the project development and to assure conformance with the contract documents; provide review and approval of all submittals required by the construction contract; provide supplemental documents for clarification or resolution of conflicts encountered during construction.
 14. Coordinate development of punch lists with stakeholders and recommendations to the City for substantial completion date and acceptance of all corrective and completion work by the contractor; ensure that all specified submittals are responsive to the intent.

Plans, Documentation, and Presentations.

1. Copies of all plans, specifications and construction drawings for the Project, including site plan, utility connections, construction details, drawings, elevations, application exhibits, preliminary cost estimates, "as-builts," and presentation materials are to be provided to the City in hardcopy and an electronic format approved by the City.
2. All plans, specifications and construction drawings shall include the City standard signature block at the lower right hand corner.
3. Project "as-builts" shall be also provided to the City on Mylar.

SECTION VI - UNIQUE ELEMENTS OF PROJECT

The selected consultant must meet the project timeline and budget, prepare and complete construction documents, provide agency coordination, obtain permits, and provide construction administration services.

In addition:

- A. The Project must be designed and constructed using materials that can be easily maintained in a coastal environment; that are highly durable; and that resist graffiti, weather, and vandalism.

- B. The Project must be designed and put out to bid in compliance with the City's proposed time-line. The following is the anticipated schedule for the Phase 1 timeline for the Project:

Task	Time Frame
Council Authorize release of RFP	May 14, 2007
Release of Notice Inviting Proposals	May 15, 2007
Response to RFP due date	June 11, 2007
Respondent Interviews	June 18, 2007
Award design contract	July 9, 2007
Project study and design	July – September 2007
Council Authorize Rivers & Parkways Grant proposal submission	September 24, 2007
Rivers & Parkways Grant proposal submission	October 2007

Note: All dates, sequencing and timelines are tentative and subject to change.

The project must be designed and constructed using techniques for the Project which increase life-cycle economic return, increase durability and recyclability of construction materials and systems, minimize waste, minimize pollution and urban runoff, and model the applicability of sustainable design and construction techniques to this project.

- C. The Project is intended to be a model for future projects along Ballona Creek within the City.

SECTION VII - QUALIFICATION CRITERIA

Prospective firms must meet the following qualification criteria before progressing any further in the proposal process.

1. Firm(s) must be licensed in their respective fields to operate in the State of California and have a minimum of five years of landscape architectural experience.
2. Firm(s) must have designed within the last five years a minimum of two (2) similar types (bikeway and/or pedestrian) of projects.
3. Firm(s) must meet the City insurance requirements, as stated in the attached Professional Services Agreement. All insurers must be licensed to sell their specific product in the State of California.

SECTION VIII - SUBMITTAL REQUIREMENTS

Five (5) copies of the following information, one copy of which must be single-sided and unbound, are requested as part of the submittal requirements. Please use the following format:

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1. Letter of Introduction - Include the Respondent's basic understanding of the proposal; limited to two pages.
2. Project Team – List the proposed project team members, by name and position, the function each person will perform, and the percent of time each will spend on this project. Provide resumes for each proposed team member, including past experience of each team member related to this project.
3. A list of sub-consultants, if any, proposed to assist the prime consultant. This list shall also include the sub-consultants' qualifications pertinent to this project.
4. The City must approve changes in key personnel subsequent to the award of the contract.
5. Approach – Describe the firm's approach to Section V - Scope of Services in this RFP, as well as the level of involvement and interaction with City staff anticipated. Also describe what kind of information will be required from City staff.
6. Experience - Describe the relevant experience of the firm in preparing conceptual and construction plans for public agencies for similar types of projects. Provide a summary of the stated experience and outcomes/results accomplished, including a client contact and phone number.
7. Work Load – Provide a list of the firm's and team member's current and anticipated major projects to December 2007.
8. Project Timeline – Detail an anticipated project timeline from start of work to deliverables of each project phase/milestone.
9. Rates - Provide a not-to-exceed contract amount for the project, cost by each task listed in Section V - Scope of Services, and hourly rates for the personnel assigned to this project.
10. References - Provide at least three (3) references of individuals and/or firms with whom the Proposer has worked; provide a contact name, position, firm name, address, telephone and fax numbers. Public Sector references are required.
11. Provide copies of the design plan, elevations and photo of the two (2) projects your firm is using to meet Section VII - Qualification Criteria, No. 2. Plans must be provided on 11" X 17" sheets.

SECTION IX - DESIGN CONSULTANT SELECTION GUIDELINES

The following criteria will be considered in the evaluation process:

1. Extent and quality of the firm's experience and accomplishments in relevant projects, including those that involve a community outreach and input process;
2. Qualifications and experience of the firm(s) and team members assigned to the projects with innovative and sustainable design within active public open spaces;
3. Quality of Proposal and demonstrated understanding of the project;
4. Ability to lead a multi-disciplinary project team;
5. Record of the consultant in accomplishing work within required time and budget constraints;
6. Understanding of the approach; tasks, and methodology necessary to complete the required services
7. Workload of the firm(s);
8. References; and,
9. Geographical location of the design team.

The proposed fee is not intended to be the governing factor in the selection process but will be considered. The proposed fee must be submitted in a sealed envelope, separate from the proposal.

While it is the intention of the City to complete the full Scope of Services provided above in an uninterrupted sequence, the City reserves the right in consultation with the top candidates to narrow the final scope of services to reflect project budget constraints. As such, the final scope of services could be revised to delay or eliminate the Phase 2 – Construction Phase in-part or in it's entirety.

Interviews will be scheduled with the top candidates. All interviews will be held on June 11, 2007. The City in its sole discretion will determine how many and which firms will be invited to interview. Interview appointments will be assigned by the City on or before Wednesday, June 13, 2007.

SECTION X - SOLE AUTHORITY

Rights of Rejection

The City intends to award a contract to the respondent that demonstrates the highest level of expertise and capabilities to provide the requested services. The City reserves the right to reject any and all proposals or to re-issue the RFP when such action shall be considered in the best interest of the City.

By submitting a response to this RFP, prospective consultants waive the right to protest or seek legal remedies whatsoever regarding any aspect of this RFP. In addition, the City reserves the right to issue written notice to all participants of

any changes in the proposal submission schedule or submission requirements, should the City determine in sole and absolute discretion that such changes are necessary. The City also reserves the right to approve all individuals and firms, if any, to be retained by the prime consultant. The City's policy is to screen consultants based upon their proposal and project reference checks.

SECTION XI - RFP QUESTIONS

Questions regarding this Request for Proposals must be submitted no later than **5:00 p.m. PST on Wednesday, May 30, 2007 by e-mail**. Questions should be submitted to:

charles.herbertson@culvercity.org

Responses to RFP Questions will be e-mailed only to bid holders who have provided an e-mail contact.

SECTION XII - CONTRACT

The lead firm will be required to enter into an agreement with the City of Culver City prior to commencing work. No selection will be final until an agreement has been properly executed and signed by the consultant and the City. The terms of the agreement will include, among other items, insurance requirements established by the City. A sample form professional services contract is attached as Exhibit No. 3.

Errors and omissions insurance, specifically and exclusively designated for development of the site, shall be required of the firm providing professional design or engineering services for the Project. Such insurance shall provide a minimum coverage limit per claim of not less than \$1,000,000 per claim/\$1,000,000 in aggregate with an additional \$1,000,000 in exclusive coverage to the Project. Such policy may be written on a "claims made" basis provided it commences as to each named insured upon execution of each covered contract, continues until Final Completion and includes at least a one year discovery period after completion of the project.

All firms are required to have Worker's Compensation coverage and General Liability and Automobile Liability, each with a limit of \$1,000,000, naming the City and Santa Monica Mountains Conservancy as additional insured and provide for a 30-day notice of cancellation. Additionally, the consultant is also required to have the insurance company execute the City's Special Endorsement form. A copy of the Special Endorsement form is attached as Exhibit No. 4. The firm and all subconsultants must obtain a City of Culver City business tax certificate.

Should the City's relationship with the firm /contractor end during any phase of the design/construction process the City will retain possession of and exclusive rights to any drawings and/or documents produced during any one of the phases.

SECTION XIII - PROPOSALS DUE

Five copies of the proposal and your proposed fee in a separate sealed envelope must be submitted **by 3:00 pm, June 11, 2007** to the address shown below. Postmarks will not be accepted in lieu of delivery. Proposals are to be sent to:

Charles D. Herbertson, Public Works Director/City Engineer
Culver City Public Works Department
P.O. Box 507
9770 Culver Boulevard
Culver City, CA 90232-0507

All Submittals must, be clearly marked as "Proposal for Professional Services for the Ballona Creek Bikeway Project."

City Hall business hours are 7:30 am - 5:30 pm, Monday through Friday, City Hall is closed alternate Fridays and will be closed on May 25, 2007 and June 8, 2007. City Hall will also be closed for Memorial Day on Monday 28, 2007.

SECTION XIV - FURTHER INFORMATION/CONTACT

Charles D. Herbertson, Public Works Director/City Engineer
(310) 253-5600

EXHIBITS:

1. Project Aerial
2. Ballona Creek Bikeway Project Proposal dated December 21, 2006.
3. Sample Contract with Exhibits "A" and "B"
4. Special Endorsement form

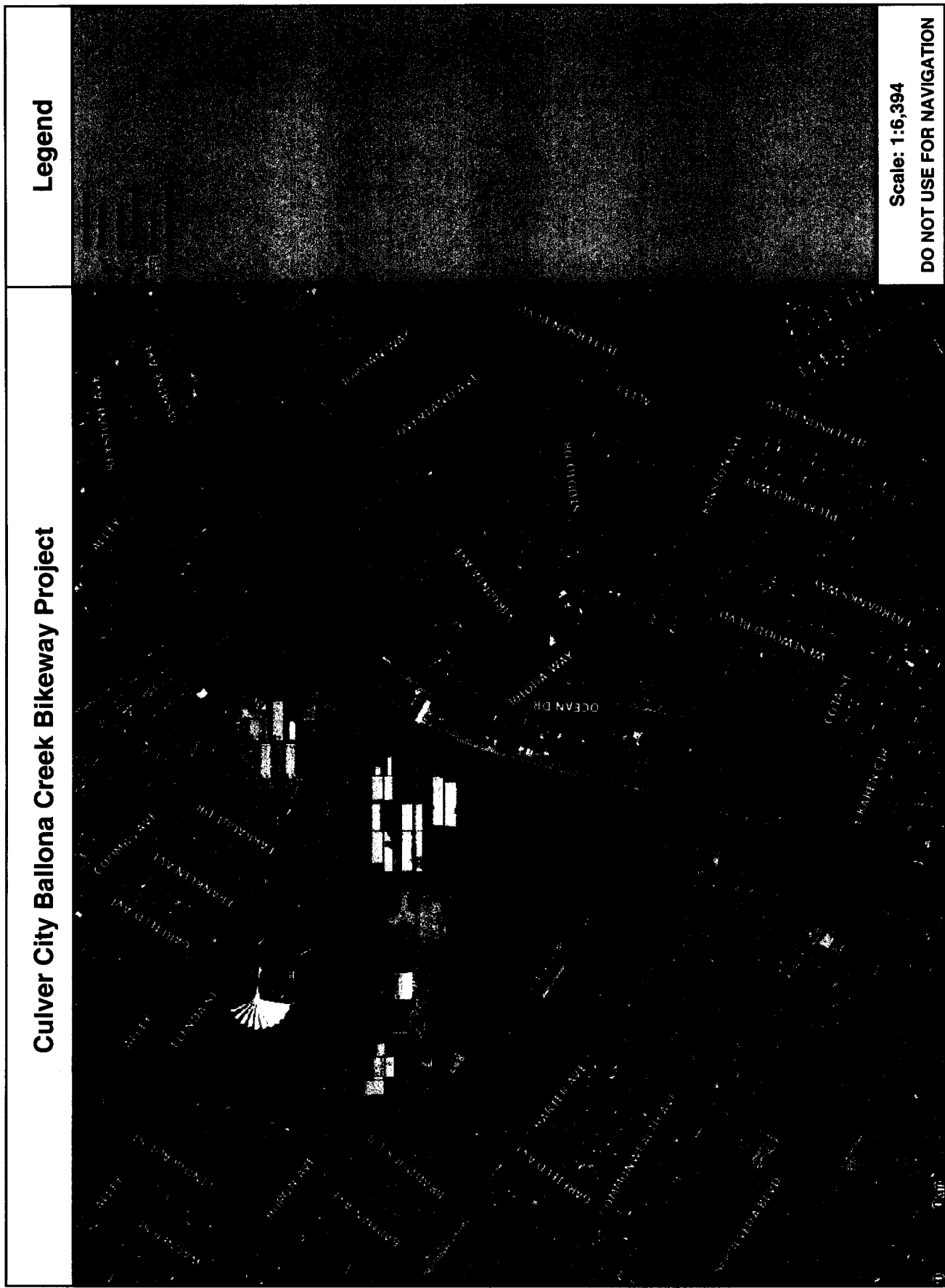


Exhibit No. 2
BALLONA CREEK BIKEWAY PROJECT
PROJECT PROPOSAL
PRESENTED TO THE SANTA MONICA MOUNTAINS RECREATION AND
CONSERVATION AUTHORITY
December 21, 2006

PROJECT SITE LOCATION

The proposed project is located along the northern side of the Ballona Creek Bike Path and Channel, between Overland Avenue and the Pedestrian Bridge which crosses from Ocean Avenue approximately 1850 feet to the west of Overland Avenue. The Base Project would be the continuation of a proposal originally contemplated as a Bid Alternative in conjunction with the Culver City Pedestrian Bridge Replacement Project. To the north of the project site are the Culver City High School, Middle School and Farragut Elementary School, which are operated by the Culver City Unified School District.

PROPOSED PROJECT

PROPOSED PROJECT

The work to be performed includes removing the existing hardscaping on a slope between the Bike path and adjacent school properties, in order to construct a 3.5' high concrete masonry wall; install irrigation and drought-tolerant landscape materials and site furniture.

Elements of the Proposed Project would include:

1. Clearing And Grubbing Of $\pm$ 5" Thick Reinforced Pavement Lining

Removal of the existing pavement lining over the slope on the North Slope. The existing pavement is $\pm$ 3" thick concrete with 6" x 6" wire mesh reinforcement on $\pm$ 2" asphalt pavement. The pavement lining shall be disposed of per standard practices.

2. 3.5' High Retaining Wall

Construct 3.5' high retaining wall along base of North Slope adjacent to Bike Path:

- The retaining wall shall be 8-inch concrete block constructed in accordance with Section 303-4.1 of the SSPWC.
- Drain pipes and backfill shall comply with SSPWC Sections 207, 208, and 306.

3. Soil Amendment And Fine Grading

4. Irrigation System

5. *2" Water Meter*

Installation of a 2" water meter in a location approved in coordination with Golden State Water Company.

6. *Jute Mesh*

7. *Planting with native, drought tolerant vegetation. (Trees, shrubs and groundcover)*

8. *Lighting*

9. *Site Furniture*

The following furnishing shall be installed at the locations shown on the final improvement plans when prepared.

- Benches – Curved metal benches with backs and arms that divide up the seating area.
- Trash Urns - Universal round receptacle with the concrete base; 36 gallon; side opening; 1/4" diameter perforation.

10. *5 Years Landscape Maintenance included*

11. *Educational Component* – coordinate production of educational displays with the Culver City School District and County Library. Educational displays to include material on the history and natural biology of the creek as well as current efforts in storm water pollution prevention that highlight the Continuous Deflective Separation (CDS) unit located within the proposed project area.

12. *In the area adjacent to the Los Angeles County Julian Dixon Library:*

- a.) Remove and replace (R/R) fencing along access from Overland Ave to Bike Path (BP).
- b.) Plant appropriate native vegetation.
- c.) Rehabilitate and improve Overland Ave. maintenance vehicle access to BP and CDS unit.
- d.) Install Lighting along BP between Pedestrian bridge area and Overland Ave.

13. *Remove fencing and repair post holes along BP adjacent to creek channel slope (excluding areas of 90 degree drop-off), between Overland Ave. and Sepulveda Blvd...*

14. *Remove and replace school sites fencing adjacent to the BP.*

15. *Remove and replace bike path surface.*

CITY OF CULVER CITY
SAMPLE
STANDARD FORM CONTRACT

WITH:

THIS AGREEMENT is made and entered into by and between THE CITY OF CULVER CITY, a municipal corporation, hereinafter referred to as "City," and _____, a _____ corporation, hereinafter referred to as "Consultant."

1. CONSULTANT'S SERVICES. Consultant agrees to perform, during the term of this Agreement, the tasks, obligations, and services set forth in the "Scope of Service" attached to and incorporated into this Agreement as Exhibit "A."
2. TERM OF AGREEMENT. The term of this Agreement shall be from the effective date pursuant to Paragraph 27 of this Agreement and shall end upon satisfactory completion of the work, as reasonably determined by City's Public Works Director.
3. PAYMENT FOR SERVICES. City shall pay for the services performed by Consultant pursuant to the terms of this Agreement, the compensation set forth in the "Schedule of Compensation" attached to and incorporated into this Agreement as Exhibit "B." The compensation shall be paid at the time and manner set forth in said Exhibit "B."
4. TIME FOR PERFORMANCE. Consultant shall not perform any work under this Agreement until (a) Consultant furnishes proof of insurance as required under Paragraph 7 of this Agreement; and, (b) City gives Consultant a written and signed Notice to Proceed.
5. DESIGNATED REPRESENTATIVE(S). _____. shall be the designated Consultant Representative, and shall be responsible for job performance, negotiations, contractual matters, and coordination with the City. Consultant Representative shall actually perform, or provide immediate supervision of Consultant's performance of, the Scope of Service.
6. HOLD HARMLESS. Consultant shall be responsible for any and all injuries to or death of any person, and for any and all damage to any and all real or personal property including City's or others, caused by or resulting from any acts, errors or omissions of Consultant, its employees or its agents arising out of or connected with rendition of services hereunder. Consultant shall defend, hold harmless and indemnify City and its officers and employees from any and all liability claims, including costs, for damages to real or personal property, or personal injury or

death, resulting from Consultant's, its employees or agent's acts, errors or omissions arising out of or connected with rendition of services hereunder.

7. INSURANCE. Without limiting its obligations pursuant to Paragraph 6 of this Agreement, Consultant shall submit one or more duly executed certificates of insurance for Comprehensive General Liability in the minimum amount of One Million Dollars (\$1,000,000) single limit coverage, City's Special Endorsement Form naming City as additional insured, Professional Liability in the minimum amount of One Million Dollars (\$1,000,000), Automobile Liability in the minimum amount of \$1,000,000 and Workers Compensation insurance in statutorily required amounts.
8. INDEPENDENT CONSULTANT STATUS. City and Consultant agree that Consultant, in performing the services herein specified, shall act as an independent Consultant and shall have control of all work and the manner in which it is performed. Consultant shall be free to contract for similar service to be performed for other employers while under contract with City. Consultant is not an agent or employee of City, and is not entitled to participate in any pension plan, insurance, bonus, worker's compensation or similar benefits City provides for its employees. Consultant shall be responsible to pay and hold City harmless from any and all payroll and other taxes and interest thereon and penalties therefor which may become due as a result of services performed hereunder.
9. NON-APPROPRIATION OF FUNDS. Payment due and payable to Consultant for current services is within the current budget and within an available, unexhausted and unencumbered appropriation of City. In the event City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.
10. ASSIGNMENT. This Agreement is for the specific services with Consultant as set forth herein. Any attempt by Consultant to assign the benefits or burdens of this Agreement without written approval of City shall be prohibited and shall be null and void; except that Consultant may assign payments due under this Agreement to a financial institution.
11. RECORDS AND INSPECTIONS. Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.
12. OWNERSHIP OF CONSULTANT'S WORK PRODUCT. City shall be the owner of any and all computations, plans, correspondence and/or other

pertinent data, information, documents and computer media, including disks and other materials gathered or prepared by Consultant in performance of this Agreement, or at any earlier or later time when the same may be requested by City. Such work product shall be transmitted to City within ten (10) days after a written request therefor. Consultant may retain copies of such products. All written documents shall be provided to City in digital and in hard copy form.

13. NOTICES. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

To City: City of Culver City
 Attn: Charles D. Herbertson, Public Works Director
 9770 Culver Boulevard
 Culver City, CA 90232-0507

To Consultant:

14. TAXPAYER IDENTIFICATION NUMBER. Consultant shall provide City with a complete Request for Taxpayer Identification Number ("TIN") and Certification, Form W-9, as issued by the Internal Revenue Service.
15. PERMITS AND LICENSES. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement including, but not limited to, a Culver City business tax certificate.
16. APPLICABLE LAWS, CODES AND REGULATIONS. Consultant shall perform all work in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over such work. Consultant agrees to comply with prevailing wage requirements as specified in the California Labor Code, Sections 1770, et seq.
17. PURCHASES OF SUPPLIES AND MATERIALS WITHIN CULVER CITY. For work performed, Consultant agrees to seek bids for supplies and materials from businesses located within the City of Culver City, with the intent to make purchases from these businesses if such purchases can be made at competitive prices.
18. RIGHT TO UTILIZE OTHERS. City reserves the right to utilize others to perform work similar to the services provided hereunder.
19. MODIFICATION OF AGREEMENT. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties hereto.

20. WAIVER. If at any time one party shall waive any term, provision or condition of this Agreement, either before or after any breach thereof, no party shall thereafter be deemed to have consented to any future failure of full performance hereunder.
21. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.
22. RIGHT TO TERMINATE. City may terminate this Agreement at any time, with or without cause, in its sole discretion, with thirty-days' (30-days') written notice.
23. EFFECT OF TERMINATION. Upon termination as stated in Paragraph 22 of this Agreement, City shall be liable to Consultant only for work satisfactorily performed by Consultant up to and including the date of termination of this Agreement, unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant shall be entitled to payment for work satisfactorily completed to date, based on a proration of the monthly fees set forth in Exhibit "B" attached hereto. Such payment will be subject to City's receipt of a close-out billing.
24. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. If litigation arises out of this Agreement, then venue shall be in the Superior Court of Los Angeles County.
25. LITIGATION FEES. If litigation arises out of this Agreement for the performance thereof, then the court shall award costs and expenses, including attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and attorney's fees paid or incurred in good faith.
26. INTEGRATED AGREEMENT. This Agreement represents the entire Agreement between City and Consultant, and all preliminary negotiations and agreements are deemed a part of this Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement, and any subsequent successors and assigns.
27. EFFECTIVE DATE. The effective date of this Agreement is the date it is signed on behalf of City, and shall remain in full force and effect until amended or terminated; provided, that the indemnification and hold harmless provisions shall survive the termination.

(CONSULTANTS)

Dated: _____

By _____
Its _____

Dated: _____

By _____
Its _____

CITY OF CULVER CITY, CALIFORNIA

Dated: _____

By _____
Jerry Fulwood
City Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Charles D. Herbertson
Public Works Director

Carol A. Schwab
City Attorney

APPROVED AS TO FINANCING:

APPROVED AS TO BUSINESS
TAX CERTIFICATE:

Marlee Chang
City Controller

Crystal Alexander
City Treasurer

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SAMPLE
EXHIBIT A

**CITY OF CULVER CITY
AGREEMENT**

WITH:

SCOPE OF SERVICE

Consultant shall perform all _____ services
as detailed in the attached Proposal and Scope of Services document.
References in that attachment to _____ shall mean Consultant.

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EXHIBIT B

CITY OF CULVER CITY
AGREEMENT

WITH:

SCHEDULE OF COMPENSATION
(TIME AND MATERIALS BASIS)

- A. METHOD OF PAYMENT. Payment for all work performed by Consultant pursuant to the terms of this Agreement, including Consultant's meeting with City staff, shall be made based on the hourly rates and maximum amounts per task as set forth in the attached _____.
- B. BILLING. At the end of each calendar month in which services are performed or expenses are incurred under this Agreement, and prior to the 10th day of the following month, Consultant shall submit an invoice to the City at the following address:

City of Culver City
Attn: Charles D. Herbertson, Public Works Director
9770 Culver Boulevard
Culver City, CA 90232-0507

The invoice submitted pursuant to this paragraph shall show the City Agreement Number, hours worked by each person who performed services during the billing period, the hourly rate of pay for each person who performed services, the dates on which the services were performed, a description of the services performed, actual out-of-pocket expenses incurred in the performance of the services, and such other information as City may reasonably require.

- C. TIME OF PAYMENT. Payment to Consultant shall be made within thirty (30) days after submittal of Consultant's invoice and approval by City, in accordance with City's normal demand procedure.
- D. MAXIMUM COMPENSATION. Notwithstanding the foregoing and anything otherwise contained in attached _____, Consultant shall complete all the work and tasks described in Exhibit A for a total amount of compensation that does not exceed _____, which amount includes all out-of-pocket expenses.

Exhibit No. 4 SPECIAL ENDORSEMENT
CITY OF CULVER CITY

Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, it is agreed that the policy shall and does:

1. Include the City of Culver City and its officers and employees as additional insureds in the policies described on the attached Certificate of Insurance as they may be held liable for injuries, death or damage to property arising out of or in connection with the contract, executed by the named insured and the City of Culver City. It is further agreed, this policy shall be primary and noncontributing with any other insurance or self insurance program available to the City of Culver City, and includes a severability of interest clause; and
2. Provide any general aggregate limit shall apply separately to the above subject contract; and
3. Provide the naming of the additional insureds as herein provided shall not affect any recovery to which such additional insureds would be entitled under this policy if not named as such additional insureds; and
4. Provide the additional insureds named herein shall not be held liable for any premium or expense of any nature on this policy or any extension thereof; and
5. Provide the additional insureds named herein shall not by any reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever; and
6. Provide the provisions of the policy shall not be changed, canceled or otherwise terminated as to the interest of the additional insureds named herein without first giving thirty (30) days written notice thereof to the City Attorney and Public Works Director/City Engineer of the City of Culver City by certified mail, return receipt requested, and addressed as follows:

City Attorney
City of Culver City
9770 Culver Boulevard
Culver City, CA 90232-0507

Public Works Director/City Engineer
City of Culver City
9770 Culver Boulevard
Culver City, CA 90232-0507

This endorsement is effective _____, 20____, when signed below by an Authorized Representative of _____ and, when issued to City shall be valid and form part of Policy(ies) No. _____ insuring _____, expiring on _____ and shall be in the same amount for the same coverage as the Policy(ies) to which is attached.

Insurer: _____

By: _____

Name and Title: _____

CITY OF CULVER CITY

PROJECT NO. _____

PROJECT NAME: _____

OR NAME OF AGENT OR BROKER

Address: _____

By: _____

(Signature of Authorized

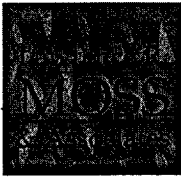
Representative)

Attachment: Certificate of Insurance

(If signed by other than insurer, proof of authority to bind insurer must accompany this form)

(Revised JR 3/11/05)

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Lawrence R. Moss & Associates, Inc.
3458 Ocean View Boulevard, Glendale, CA 91208

June 27, 2007

Mr. Charles D. Herbertson, Public Works Director/City Engineer
Culver City Public Works Department
P.O. Box 507
9770 Culver Boulevard
Culver City, California 90232-0507
(310) 253-5600 Tel.
charles.herbertson@culvercity.org email

Re: Revised Proposal for Design and Development of the Ballona Creek Bikeway Project

Dear Mr. Herbertson:

Lawrence R. Moss & Associates (LRM) is pleased to submit this proposal to perform design and development services in coordination with you. We are committed to developing quality projects that meet the specific needs of our clients and their constituents. We will assist you with the Ballona Creek Bikeway Project and address the following improvements:

- Removal of concrete embankment and replacement with a retaining wall and terraced landscaping with native, drought tolerant plants and irrigation along the upslope side of the bike path (between the bike path and the school properties and library).
- Enhanced fencing between the bike path and the school property and between the bike path and creek.
- Enhanced entry gate at the service roadway entrance to the creek located off of Overland Avenue and adjacent to the Julian Dixon County Library.
- A rest area with benches, water fountain and trash receptacles.
- Installing lighting along this portion of the bike path.
- Installing educational displays regarding this segment of Ballona Creek including information on storm water pollution prevention utilizing the nearby CDS unit.
- Provide for five years of maintenance.
- Safety/Security Study

We believe that the combination of skills and experience we can bring to this exciting project makes us an excellent choice for the job, and we look forward to having the opportunity to discuss the project with you in the near future.

If you should have any questions regarding this proposal or require any additional information, please feel free to call me at (818) 248-5200 or email me at larry@lrmassoc.com.

Very truly yours,

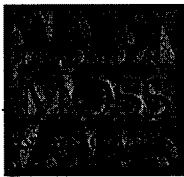
Lawrence R. Moss, President
LAWRENCE R. MOSS & ASSOCIATES, INC.



Lawrence R. Moss & Associates, Inc.
3458 Ocean View Boulevard, Glendale, CA 91208

C. TABLE OF CONTENTS

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Lawrence R. Moss & Associates, Inc.

3458 Ocean View Boulevard, Glendale, CA 91208

D. Project Team and Qualifications

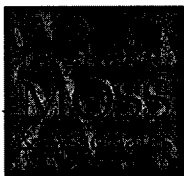
FIRM NAME & ADDRESS:	Lawrence R. Moss & Associates, Inc. 3458 Ocean View Blvd Glendale, California 91208 Tel. (818) 248-5200 Fax (818) 248-6574
YEAR ESTABLISHED	Founded 1963, Incorporated 1971
SIZE OF FIRM	9 people
ORGANIZATIONAL STRUCTURE	Lawrence R. Moss & Associates is a California Corporation run as a sole proprietorship.
FEDERAL ID NUMBER	95-2841892
PRINCIPAL IN CHARGE	Mr. Lawrence R. Moss, President California Licensed Landscape Architect #1201
PROJECT CONTACTS	Lawrence R. Moss, Primary Landscaping Consultant Jaime Yamashita, Project Mgr., c/o Lawrence R. Moss & Associates, Inc. 3458 Ocean View Boulevard Glendale, CA. 91208 Tel. 818.248.5200 Fax 818.248.6574 Email jaime@lrmassoc.com

Lawrence R. Moss and Associates is a full service Landscape Architectural firm with over 36 years experience in all aspects of landscape design. Principal and owner of the firm, Mr. Moss has been a California Licensed Landscape Architect since 1968.

LRM's experience includes streetscapes and urban spaces, parks and recreational facilities, commercial/industrial projects, as well as schools, colleges, and other institutional projects. Currently, we are working with the City of Santa Clarita Department of Planning and Economic Development as their Plan Check Review Landscape Architect. We have also prepared design guidelines, landscaping and tree preservation ordinances, and developed signage and identity programs. Our services range from preliminary design and design development, through preparation of construction documents, bidding assistance, and construction management.

Our recent work includes project of similar scope to the Ballona Creek Bikeway such as the Glasgow Place Linear Park in Hawthorne, Bellflower Library Garden in Bellflower, Cesar Chavez Park in South Gate, and the Esplanade and King Harbor Street Improvement projects in Redondo Beach. Lawrence R. Moss and Associates provides clients with unique and creative long-term solutions, which address not only issues of aesthetics and functionality, but also long and short term budgetary constraints, maintenance issues, and social concerns, such as physical accessibility and cultural diversity.

We have also provided construction documents for drought tolerant demonstration gardens at the Glendale City Hall 'Perkins Building' Plaza and the cities of Paramount, Gardena, and La Canada Flintridge.



Experience with Community-Based Design and Public Process

The LRM Team takes public process seriously, since it is through the public process that design marries individual objectives with community consensus. We have a lengthy record of performance in community-based design and public process with mixed audiences (community advisory groups, regulatory agencies, city, county and state governmental departments, and adjacent communities), and many of our projects have involved complex consensus building activities and extensive utilization of public input.

Graphic Skills

Graphics, as tools for communication, play a major role in conveying design concepts. LRM personnel's excellent graphic skills are utilized extensively to communicate design concepts to community decision makers and the general public. Illustrations, renderings (including three-dimensional computer generated images), maps and sketches are used for public process and other presentations.

Construction Documents

LRM has prepared construction documents in both manual and CAD format for many governmental agencies and can take the final design concept to fruition. Attention to detail in these documents is of major importance in the final product.

Budget and Completion

We have a proven track record of completing projects within budget and on time while consistently providing the highest quality of professional design services for both public and private projects. Our reputation is built on our timely completion of our contractual obligations and our ability to meet our clients' needs and schedules.

The Staff

In addition to the key personnel assigned to this project, our entire eleven-member organization is available to assist in meeting deadlines. Our design staff has a variety of strengths and backgrounds and consistently provides the highest quality of professional design services. Their experience is complemented by our support staff, which provides invaluable assistance and resources. Following is complete listing of the LRM staff:

Mr. Larry Moss, ASLA	Landscape Architect – Principal
Mr. Bron Ruf	Landscape Architect – Vice President
Mr. Jeff Maxwell	Landscape Designer – Senior Associate
Ms. Marcy Anderson	Landscape Designer – Associate
Ms. Jaime Yamashita	Landscape Designer – Associate
Ms. Tori Kjer	Landscape Designer – Associate
Ms. Misty Orcutt	Office Manager
Ms. Penelope Moss	Chief Financial Officer
Mr. Mark Prather	Technical Support Staff

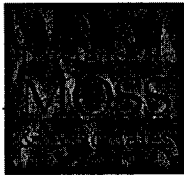


E. Project Team and Qualifications

1. Organizational Chart

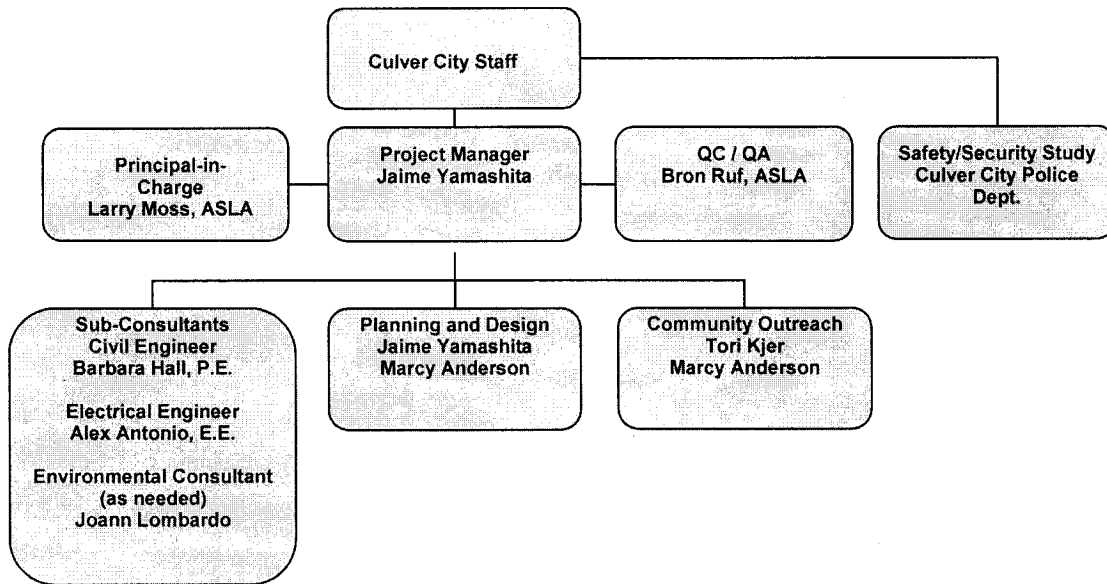
The following is a list of LRM staff members and their anticipated roles for the project:

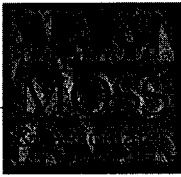
- **Larry Moss, *Principal in Charge*** - Larry will provide principal oversight over the LRM project team.
- **Bron Ruf, *QC/QA*** - Bron will provide quality control and quality assurance with the project. He will also assist Tori in community outreach.
- **Jaime Yamashita, *Project Manager*** – Jaime will provide project management and coordinate the design and community outreach efforts. She will be the primary contact between the LRM team and the Culver City staff.
- **Marcy Anderson, *Landscape Designer and Outreach***– Marcy will assist Jaime in all design aspects of the project and will serve as the secondary contact person for the LRM project team. Marcy will provide assistance with conceptual designs and construction documents. She will also assist Tori in community outreach.
- **Tori Kjer, *Project Designer and Outreach*** – Tori will provide oversight in all aspects of community outreach. .
- **Barbara Hall, *Civil Engineer*** – Barbara will provide consulting services for civil engineering.
- **Alex Antonio, *Electrical Engineer*** – Alex will provide consulting services for electrical engineering.
- **Joann Lombardo, *Environmental consultant*** – Joann will provide consulting services for environmental analysis.



Lawrence R. Moss & Associates, Inc.
3458 Ocean View Boulevard, Glendale, CA 91208

- Our organizational chart is as follows:





Lawrence R. Moss & Associates, Inc.

3458 Ocean View Boulevard, Glendale, CA 91208

Project Team Resumes

LARRY MOSS, Principal and President

Larry Moss has over 37 years' experience in the field of landscape architecture. As Principal and President of Lawrence R. Moss and Associates, Inc., Larry involves himself in every project. He provides principal management for all design while he directs design concepts and oversees all phases of design development, including time frames and budget reviews. His municipal work spans thirty-five years, and includes on-going relationships with Community Development and Redevelopment Departments of various cities. Larry's experience includes master plan administration and coordination, design and landscaping of prominent municipal facilities, consulting assistance and active participation with community review boards.

Education: Chouinard Art Institute, 1956
Art Center School of Design

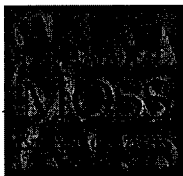
Registration: California Licensed Landscape Architect #1201, 6/29/68
Arizona Licensed Landscape Architect #12356
Nevada Licensed Landscape Architect #29

Professional Experience: Principal, Lawrence R. Moss and Associates
1961 - Present

Professional Affiliations: Member, American Society of Landscape Architects
Member of the La Canada Flintridge Architectural Review Board
Member of La Canada Valley Beautiful

Selected Projects:

- Valley Park Improvements, Burbank, CA
- Burbank City Stadium, Burbank, CA
- Arroyo BMX / Skatepark, Desert Hot Springs, CA
- Burbank Sportspark Masterplan, Burbank, CA
- Almansor Golf Course Clubhouse & Grounds, Alhambra, CA
- La Bonita Park, La Habra, CA
- Pelona Vista Park, Palmdale, CA
- Acton County Park, Los Angeles County, CA
- Augustus F. Hawkins Natural Park, Los Angeles, CA
- Bosque del Rio Hondo Historical Trail, Whittier Narrows, CA
- Montrose Community Park, Glendale, CA
- Descanso Gardens Masterplan, La Canada-Flintridge, CA
- Chinese Courtyard Garden, Descanso Gardens, La Canada Flintridge, CA
- Chester Avenue Streetscape, Bakersfield, CA
- Maryland Street Streetscape, Glendale, CA
- Mayors' Bicentennial Park, Glendale, CA
- Silverlake Recreation Center, Los Angeles, CA



Lawrence R. Moss & Associates, Inc.

3458 Ocean View Boulevard, Glendale, CA 91208

BRON RUF, Vice President, QC/QA

Bron K. Ruf, Vice President of LRM, joined the firm in 1988 and has served as project manager for numerous projects. Bron is skilled in all phases of project implementation, from planning and schematic design through construction documents to site observation. He is a licensed Landscape Architect in the State of California.

Bron's expertise has been beneficial to many projects since he is a very articulate person who is able to see the "big picture". He is able to ensure the project stays on track while attending to the "smaller picture" details along the way to make certain all the components of a project will meld together. Bron understands the importance of teamwork and has striven to incorporate the philosophy of teamwork into his professional career.

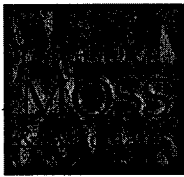
Education: Bachelor of Science, Landscape Architecture
California State Polytechnic University, Pomona, CA - 1989

Registration: California Licensed Landscape Architect # 4016

Professional Experience: Senior Associate, Lawrence R. Moss and Associates, 1988-Present

Selected Projects:

- Vincent Lugo Park, San Gabriel, CA, *Project Manager*
- Pelona Vista Park, Palmdale, CA., *Project Manager*
- Pioneer Neighborhood Park, Tehachapi, CA, *Project Manager*
- Esplanade Improvements, Redondo Beach, CA., *Project Manager*
- Glasgow Linear Street Park, Hawthorne, CA, *Project Manager*
- De Bell Golf Course Clubhouse, Burbank, CA, *Project Manager*
- La Bonita Park, La Habra, CA, *Project Manager*
- Rio Rosales Park, Los Angeles, CA, *Project Manager*
- Almansor Park, Alhambra, CA, *Project Manager*
- Cesar Chavez Park, South Gate, CA., *Project Manager*
- Augustus F. Hawkins Park, Los Angeles, CA, *Project Manager*



Lawrence R. Moss & Associates, Inc.

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JAIME YAMASHITA, Landscape Designer, Project Manager

During her final year in graduate school, Jaime authored the *West Covina Green Linkages Plan*, a project that focused on increasing mobility options for pedestrians, bicyclists, and equestrians through street and public space improvements. Before joining the LRM team, Jaime has previously worked as an independent landscape designer and as a plant buyer.

Education:

Master of Landscape Architecture
California State Polytechnic University, Pomona, 2006

Professional Experience:

Associate, Lawrence R. Moss & Associates
June 2006-Present
Landscape Designer
Carson-Magness; MKLA; Kenneth Craig Doyle; and
Integrated Property Services Group
Los Angeles, California
2004-2006
Assistant Plant Buyer
Sloat Garden Center
San Francisco, California
2002-2003

Selected Projects:

- Bellflower Town Center, Bellflower, California, *Project Manager*
- Van Buren Shopping Center, Coachella, California, *Project Manager*
- Don Tuttle Senior Center, Burbank, California, *Project Manager*
- Rosemead Towne Center, Rosemead, California, *Project Manager*
- Whittier City Hall, Whittier, California, *Assistant Project Manager*
- Cesar Chavez Park, South Gate, California, *Project Designer*
- Vincent Lugo Park, San Gabriel, California, *Project Designer*
- Port of Long Beach Stormwater and Pollution Mitigation Program, Long Beach, California, *Project Designer*



Lawrence R. Moss & Associates, Inc.

3458 Ocean View Boulevard, Glendale, CA 91208

MARCY ANDERSON, Landscape Designer, Associate

Before joining the LRM Design Team, Marcy had been working with the landscape architects in the Parks and Natural Resources Division at the City of Pasadena. She completed her master's thesis on sustainable design concepts including stormwater management, native habitat restoration and integrating community recreation and education. Her project experience encompasses all aspects of landscape architectural design, from conceptual planning through construction document preparation and construction quality control.

Education:

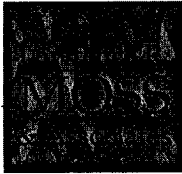
Master of Landscape Architecture
California State Polytechnic University, Pomona, 2005

Professional Experience:

Associate, Lawrence R. Moss & Associates
January 2006-Present
Intern, Parks and Natural Resources Division,
Pasadena, California
2003-2005

Selected Projects:

- Port of Long Beach Administration Building Demonstration Garden, Long Beach, California, *Project Manager*
- Friendship Square Plaza Park, Bellflower, California, *Project Manager*
- Historic Train Depot, Bellflower, California, *Project Manager*
- Corsini Amphitheater, Desert Hot Springs, California, *Project Manager*
- Waverly Terrace Townhomes, Los Angeles, California, *Project Designer*
- Compton College, Compton, California, *Project Designer*



Lawrence R. Moss & Associates, Inc.

3458 Ocean View Boulevard, Glendale, CA 91208

TORI KJER, Landscape Designer, Community Outreach

Tori brings a combination of public and private sector experiences to her position at LRM. Her strengths are related to the techniques and activities associated with community involvement; this is echoed by her prior work experience as a community organizer and thesis research on participatory methods in landscape architecture. Her project experience as a landscape designer includes graphic design, concept and schematic design and construction document preparation.

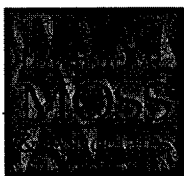
Education: Master of Landscape Architecture
California State Polytechnic University, Pomona 2006
Bachelor Arts, Spanish
The Evergreen State College, Olympia, WA 1995

Professional Experience:

Associate, Lawrence Moss & Associates
February 2007- Present
Landscape Designer, Ahbe Landscape Architects
September 2006-February 2007
Assistant to City Landscape Architect, City of Pasadena
Parks and Natural Resources Division
July 2005-July 2007

Selected Projects:

- Palm Street Park, Bellflower, California, *Project Manager*
- Los Angeles Valley College Child Development Center, Van Nuys, California, *Project Manager*
- Sorenson Community Center, Lake Los Angeles, California, *Project Manager*
- Alhambra Post Office, Alhambra, California, *Project Manager*
- College of the Canyons, Santa Clarita, *Project Designer*



SUBCONSULTANTS

BARBARA HALL, Civil Engineer

Mrs. Hall was employed by Mobil Oil Corporation from 1980 to 1984. She directed and coordinated all aspects of construction and maintenance projects at retail service stations and bulk storage facilities. As a Project Engineer with Lockman & Associates, from 1984 to 1985, Mrs. Hall researched and prepared various types of environmental studies, including Operations Plans for EPA Part B Permit Applications, landfill closure plans and Environmental Impact Reports. From 1985 to 1989, Mrs. Hall was employed by the firm of Dwight French & Associates. As a Project Manager, she designed and supervised the preparation of plans and specifications for a variety of engineering projects for both the public and private sector. She designed street, sewer, water and storm drain improvements, as well as grading and site planning. She was involved in the formation of assessment districts for the financing of infrastructure improvements.

Mrs. Hall was employed by Kenneth I. Mullen, Consulting Engineers, Inc. From 1989 to 1992, she was responsible for water and sewerage system studies and master plans and computer analysis of water, sewerage and storm drainage systems. Mrs. Hall prepared detailed designs for street improvements, grading plans, water and sewage pumping stations and reservoirs.

Mrs. Hall was a principal in the firm of Civiltec Engineering, Inc. from 1992 to 1995. Her primary responsibilities include land planning, design of street, sewer, water and storm drain facilities, construction management and contract administration for projects in both the public and private sector. Mrs. Hall is well versed in all aspects of project financing including formation of benefit assessment districts, reimbursement agreements and other public funding mechanisms.

Mrs. Hall is currently in private practice as a Professional Civil Engineer. She will be our sub-consultant civil engineer. Barbara has worked with Lawrence R. Moss & Associates on many projects and has proven to be a valuable resource.

Education:

Bachelor of Science Degree in Civil Engineering
Manhattan College, Riverdale, New York 1980
Tau Beta Pi Honor Fraternity
Chi Epsilon Honor Fraternity

Professional Registration and Licenses:

Registered as a Professional Civil Engineer in the State of California, License Number 42206

Professional Memberships:

American Society of Civil Engineers
American Water Works Association



ALEX M. ANTONIO, Electrical Engineer

Mr. Antonio is currently one of the principals at A & F Consulting Engineers based in Reseda, California. He brings over 35 years of experience to this company. He is responsible for all phases of engineering on new and remodel projects for commercial, industrial, institutional, recreational, and military projects. He is an experienced Specification writer and has an extensive background in estimating and the latest codes and submittal processes for local Electrical Plan Check, and on site construction coordination and management. His most recent experience includes complete renovation of over 900,000 sq. ft. of 50 SEARS Retail Stores, 6 office building renovations for WALT DISNEY IMAGINEERING, modifications of various research laboratories for THE AEROSPACE CORPORATION. His laboratory projects include S.G.S. CONTROL SERVICES, INC., where petrochemical and specifically gasoline, jet fuel, diesel, and oil are tested and analyzed. His Food Service Restaurant facilities included several restaurants for the Patina Group.

Mr. Antonio was self-employed as an Electrical Engineering Design Consultant between 1979 and 1984. He was retained by the University of California, Los Angeles for various small campus projects. His major projects include the complete electrical renovation of a 14 story Mayfair Hotel, Los Angeles, CA which includes new electrical and fire alarm services, new lobby and dining facility.

Between 1973 and 1979, Mr. Antonio was employed as the Associate and senior design engineer at Storms and Lowe, Consulting Engineers based in Santa Monica, California. His major accomplishments include serving as project engineer for the new Magic Mountain Loop and Wood Coaster rides and Crafts Village in Valencia, CA, expansion of theme parks at Six Flags in Santa Clara and Gurnee, Illinois, and UPS addition to Rockwell and Northrop Electronics facility. His other projects included Clean Room addition to Burroughs Corporation in Westlake, CA and major Laboratories in UCLA campus.

Mr. Antonio will be our sub-consultant electrical engineer. Alex has worked with Lawrence R. Moss & Associates on several successful projects and has proven to be a valuable partner in the tea.

Education:

AA Mechanical Drawing
Los Angeles Trade Technical College

Bachelor of Science in Electrical Engineering
California State University, Northridge



JOANN LOMBARDO, Principal of Comprehensive Planning Services

Comprehensive Planning Services (CPS) is a small, service-oriented planning and environmental consulting firm. Areas of expertise include policy planning; land use planning; preparation of CEQA and NEPA environmental impact analyses; air quality studies; housing studies and socio-economic assessments.

CPS provides environmental assessments including: environmental planning assistance, both in the preparation and review, of Environmental Assessments, Initial Studies, Environmental Impact Reports, Environmental Impact Statements, Mitigation Monitoring Programs, Findings and Statements of Overriding Consideration. CPS also provides planning services including: advanced planning assistance in both the preparation and review of General Plans, Housing Elements, Circulation Elements, Specific Plans, Master Plans, Land Use Plans, Zoning Ordinances, Socio-economic Studies, and Site Planning Studies. Current planning services including: Variances, Conditional Use Permits, Precise Plans of Design, Development Agreements, Tract/Parcel Maps, Use Determinations and other applications.

Joann Lombardo is an environmental and urban planner with over twenty-five years experience. Areas of expertise include preparation of CEQA and NEPA environmental impact analyses; policy planning; land use planning; housing studies and socio-economic assessments. Her range of experience includes assignments with over fifty western United States communities, allowing her to work effectively with city staff and the public, and to ensure quality work products within established time frames.

Education:

Bachelor of Art Degree in American Studies /
Economics, Reed College, Portland, Oregon 1978

Urban Design Studies, Harvard University Gurd
School of Design, Cambridge, Massachusetts, 1980.

Master's Degree in City and Regional Planning,
Harvard University Kennedy School of
Government, Cambridge, Massachusetts, 1982.

Selected Projects:

- City of Whittier Greenway Bike Trail, Whittier, California, *NMD and CE*
- San Diego Creek Bikeway Trail, Irvine, California, *NMD*
- City of Grand Terrace Bikeway Master Plan
- City of Newport Beach Bikeway Master Plan
- County of Orange Bicycle Trails Committee Past Member
- City of Newport Beach Bicycle Trails Committee Past Member

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E. Approach

SCOPE OF SERVICES

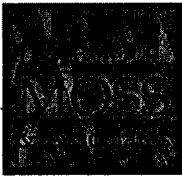
The scope of services for this project will include the following tasks:

Contract Administration

1. Establish a single point of contact (Jaime Yamashita) and commit that Jaime for the duration of the project will provide timely information relative to the project issues.
2. Attend project team meetings with City staff, (Staff support from the following City departments will be needed to implement the project: Public Works, Police, Fire, Community Development and Parks, Recreation & Community Services) including preparing and presenting materials as needed at the following meetings:
 - a. Attend a preliminary meeting with City staff to discuss and formalize working relationships and project parameters.
 - b. Conduct a kick-off meeting with all the stakeholders (at a minimum, Santa Monica Mountains Conservancy, Los Angeles County Department of Public Works, Los Angeles County Library and Culver City Unified School District) to formalize working relationships and review project issues and procedures.
 - c. Organize, prepare materials for, present information, and summarize proceedings of two community outreach meetings. This will include outreach to residents, property owners and stakeholders within project vicinity.
 - d. Attend project team progress meetings with the City's Project Manager and other stakeholders to monitor the project status, scope, schedule, and budget.
 - e. Attend one Planning Commission and one City Council meeting for presentation of the design plans, if requested.
 - f. Attend one City Council meeting for approval of the plans and Specifications for construction, if requested.
3. Provide project management services throughout the course of the project, document checking, coordination with City staff and stakeholders, data coordination, value engineering analysis, site analysis, materials research/specifications, constructability reviews and sustainability.

Public Outreach

1. Present a recommended program for public outreach activities to achieve the following:
 - Acquaint residents and stakeholders in affected areas of the Project.
 - Receive public input on issues of importance and relative priorities.
 - Gain public understanding, acceptance, and support of the Project.
2. Develop presentations, plans, elevations and/or other presentation material and carry out an ongoing information dissemination program throughout the design development phase of the project. Prepare an information sheet of the project and mail it to residents and other interested parties in the area.



Phase 1 – Planning, Design and Community Outreach Phase

1. Attendance at a planning kick-off meeting with staff.
2. Attendance at periodic design team meetings.
3. Investigate and verify the existing conditions of the site through site visits and review of record drawings.
4. Perform necessary ADA&G review and make recommendations for compliance.
5. Prepare project status reports and recognize critical issues early on to discuss and resolve them with the City, including Initial Study.
6. Prepare high quality reports, drawings, detailed materials boards, elevations, application exhibits, preliminary cost estimates, and professional oral presentations as required for conceptual plan approvals.
7. Anticipate maintenance requirements and develop preliminary Project maintenance cost estimate, with an emphasis towards minimizing future maintenance/operational costs.
8. Review costs and project components with City staff to develop a recommended project and revise, as necessary.
9. Revise project elements and concept design based on City input.
10. Conduct at least two (2) community outreach meetings; the first for project introduction/initial public input; and, the second for presentation of conceptual design.

Phase 2 – Construction Phase

1. Based on the approved concept plans, develop and prepare all necessary plans, specifications and construction drawings for the Project, including site plan, utility connections, construction details, and incorporating applicable Standard Urban Storm Water Mitigation Plan (SUSMP) requirements adopted on March 8, 2000, by the California Regional Water Quality Control Board, Los Angeles Region.
2. Preparation of a site grading and drainage plan by a registered Civil Engineer.
3. Preparation of construction specifications, including standard City bid forms, contract documents, and general provisions.
4. Preparation of a detailed cost estimate for the entire project.
5. Provide utility coordination.
6. Provide project documentation for City review that includes plans, specifications, and cost estimates at the 50%, 85%, and 100% construction drawing stages in sufficient detail to ensure the successful completion of the project within the approved budget.



7. Prepare all applications, coordination and securing of permits, and permits, and approvals from all necessary advisory and permitting/regulatory agencies.
8. Ensure that bid documents comply with all City and regulatory agency general conditions, general requirements, and construction regulations.
9. Evaluate the contractor bid proposals and coordinate the evaluation process.
10. Attendance at a preconstruction meeting with the contractor at the site.
11. Provide all necessary design services required to obtain required permits and approvals, and bid and complete the project.
12. Provide construction support including review of Requests for Information (RFI's), Contract Change Orders (CCO's), weekly inspection of the project site and coordination with the City's Project Manager, attendance at bi-weekly construction meetings and submittal of "as-built" plans at completion of project.
13. Provide appropriate on-site surveillance during construction to maintain awareness of the project development and to assure conformance with the contract documents; provide review and approval of all submittals required by the construction contract; provide supplemental documents for clarification or resolution of conflicts encountered during construction.
14. Coordinate development of punch lists with stakeholders and recommendations to the City for substantial completion date and acceptance of all corrective and completion work by the contractor; ensure that all specified submittals are responsive to the intent.

Plans, Documentation, and Presentations

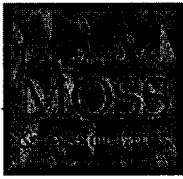
1. Copies of all plans, specifications and construction drawings for the Project, including site plan, utility connections, construction details, drawings, elevations, application exhibits, preliminary cost estimates, "as-builts", and presentation materials are to be provided to the City in hardcopy and an electronic format approved by the City.
2. All plans, specifications and construction drawings shall include the City standard signature block at the lower right hand corner.
3. Project "as-builts" shall be also provided to the City on Mylar.

UNIQUE ELEMENTS OF PROJECT

Lawrence R. Moss and Associates, Inc. (LRM) will meet the project timeline and budget, prepare and complete construction documents, provide agency coordination, obtain permits, and provide construction administration services.

In addition:

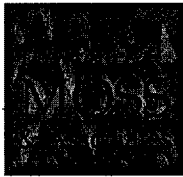
- A. The project will be designed and constructed using materials that can be easily maintained in a coastal environment; that are highly durable; and that resist graffiti, weather, and vandalism.



Lawrence R. Moss & Associates, Inc.

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- B. The project will be designed and constructed using techniques for the Project which increase life-cycle economic return, increase durability and recyclability of construction materials and systems, minimize waste, minimize pollution and urban runoff, and model the applicability of sustainable design and construction techniques to this project.
- C. The Project is intended to be a model for future projects along Ballona Creek within the City.

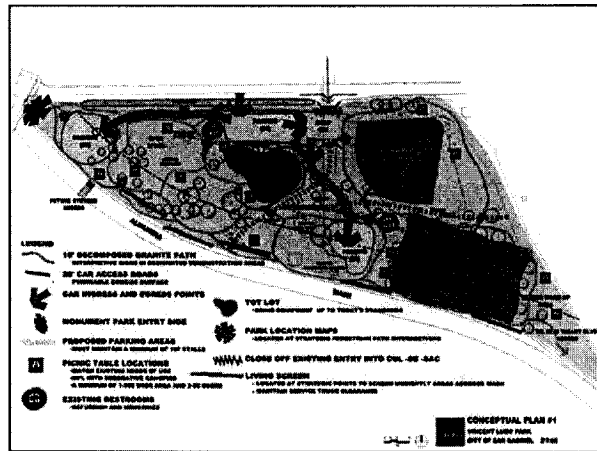


F. Experience

Our experience ranges from very small pocket park projects to large civic plazas as well as streetscapes. The majority of our projects have been public projects and as a result, we are well-versed in public space design. We understand which elements work best in public settings and we strive to educate our clients about the choices they have whether it be drought tolerant plants or vandalism-resistant site furnishings. The following projects represent the extensive experience of Lawrence R. Moss & Associates, Inc.

VINCENT LUGO PARK, SAN GABRIEL, CA

Lawrence R. Moss and Associates provided a conceptual design for the 10 acre Vincent Lugo Park. The design includes playground and tot lot areas, parking, baseball field, soccer fields, interpretive paths, signage, picnic shelters, and restrooms. The interpretive path is designed to showcase a native planting palette. The unique aspect of this park is that there will be two natural stream beds which will collect surface runoff from the neighboring streets and park area. The system will have the capacity to recharge 800 cubic feet of water. The hydraulics were calculated for 10 year, 25 year, and 50 year storm events from data developed by the Los Angeles County Department of Public Works to estimate runoff within the tributary to the park site. We worked extensively with the Rivers and Mountains Conservancy to meet all project criteria.



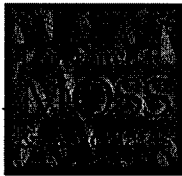
- Key Staff: Bron Ruf, Project Manager
- Client: San Gabriel & Lower Los Angeles Rivers and Mountains Conservancy
- Contact: Mr. Frank Simpson MLA, Project Analyst (626) 458-4315
- Status: Completed Conceptual Design 2004, Construction Documents pending

PIONEER NEIGHBORHOOD PARK, TEHACHAPI, CALIFORNIA

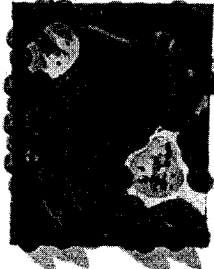
Lawrence R. Moss & Associates is working with the City of Tehachapi to provide preliminary design, construction documents, and site observation for the renovation of a neighborhood park with both passive and active amenities. Planting and trees are designed to blend into the surrounding neighborhood and there are areas for a tot lot, basketball court, picnic tables, and a horseshoe pit.

- Key Staff: Bron Ruf, Project Manager
- Client: City of Tehachapi
- Contact: Mr. Greg Garrett, Capital Projects Manager (661) 822-8532
- Status: Preliminary design completed December 2004

The following pictures shown are plan renderings showing different layouts for the client to review to determine which plan suits their needs the most. It is an effective tool which helps the client to make informed decisions.



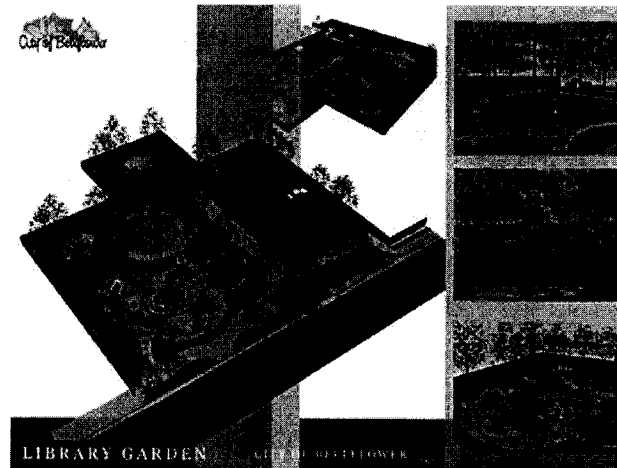
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Conceptual Designs with different configurations for Pioneer Neighborhood Park

LIBRARY GARDEN, BELLFLOWER, CALIFORNIA

Lawrence R. Moss & Associates worked with the City of Bellflower to create a unique park (28,469 sq. ft.) for both children and grownups to enjoy themselves whether actively using the park or merely sitting on a bench within the park. There is a custom-designed water sculpture situated on top of a pedestal which is a part of a water fountain. Behind this fountain, there is a seating area with seat walls. There are assorted quotes from historically famous United States individuals about education sandblasted into the concrete within the seating area. A stack of books made of concrete has been designed and serves as a "stage" for those who wish to use it for that purpose. A two-colored labyrinth with two concrete seat walls on the exterior circle is intended to be a meditation space for park users.



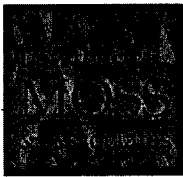
- Client: City of Bellflower
- Contact: Mr. Brian Lee, Director Community Development Department
(562) 804-1424 ext. 2224
- Status: Opened March, 2006



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Bellflower Library Garden



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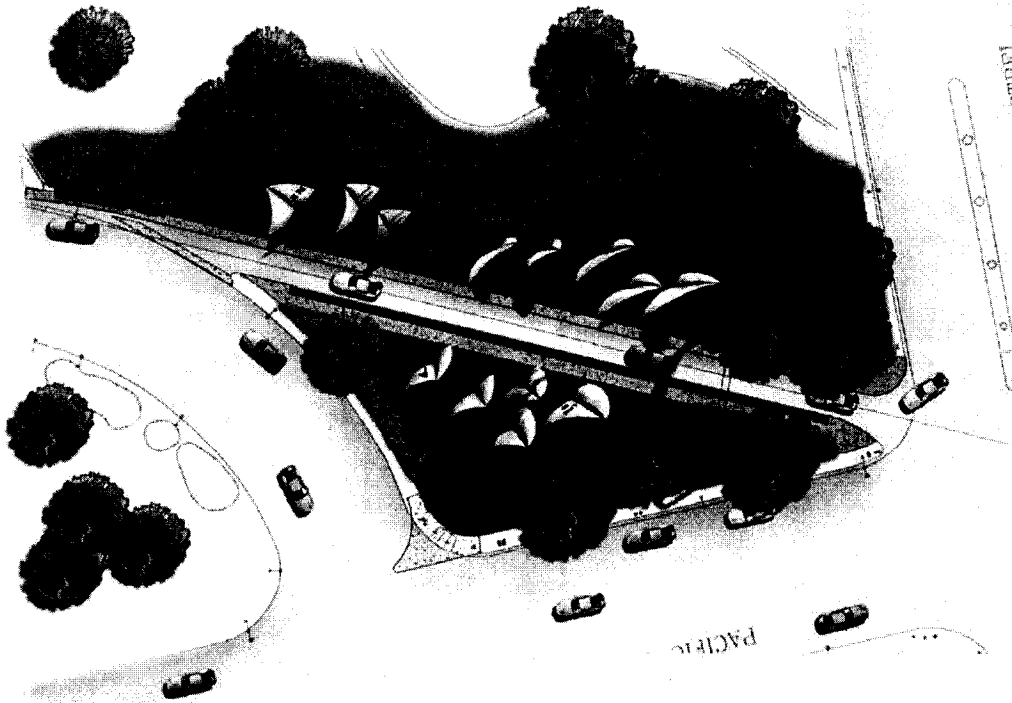
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ESPLANADE AVENUE DEVELOPMENT..... \$7,000,000.00
REDONDO BEACH, CALIFORNIA

Conceptual design development was prepared for Esplanade Avenue from Avenue 'A' to Calle Miramar. LRM created a park atmosphere along the coastal hillside with lawn areas to sit a play. Gently flowering bike and pedestrian paths meander across, up and down the hillside. The intention of the design was to develop an "unusable" space into a usable space. To compliment the natural setting of the beautiful coastline, we reduced the pavement in the street and proposed more greenery and flowering plants distributed to create a sense that the area has been growing free for years.



- Key Staff: Larry Moss, Bron Ruf, Victor Chanorathaikul
- Client: City of Redondo Beach, Public Works Department
- Contact: Brad Lindahl, Capital Proj. Prog. Mgr. (310) 318-0661 ext. 2286
- Status: Construction Document Phase pending



GLASGOW STREET PARK, HAWTHORNE, CALIFORNIA

Lawrence R. Moss & Associates worked with the City providing a complete set of construction documents to site observation for Glasgow Street Park. Located near the 405 freeway from Glasgow Place to 142nd Street, this linear park is approximately 5.9 acres (257,800 sq. ft) in size, designed to be a welcoming, attractive, safe and fully accessible space. A pedestrian walkway, inviting to runners, meanders throughout



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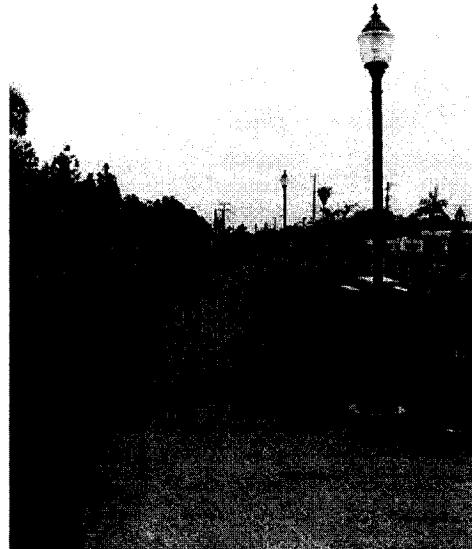
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the park. There are large open grass areas with evergreen, flowering and deciduous trees. Residents enjoy the exercise stations, playground, and picnic areas. Canines even have a drinking fountain to quench their thirst.

- Key Staff: Bron Ruf, Project Manager
- Client: City of Hawthorne, Recreation and Community Services Department
- Contact: Ms. Mickey Trefz-Winters (310) 970-7230
- Status: Completed June 2004



3D rendering of Glasgow Park



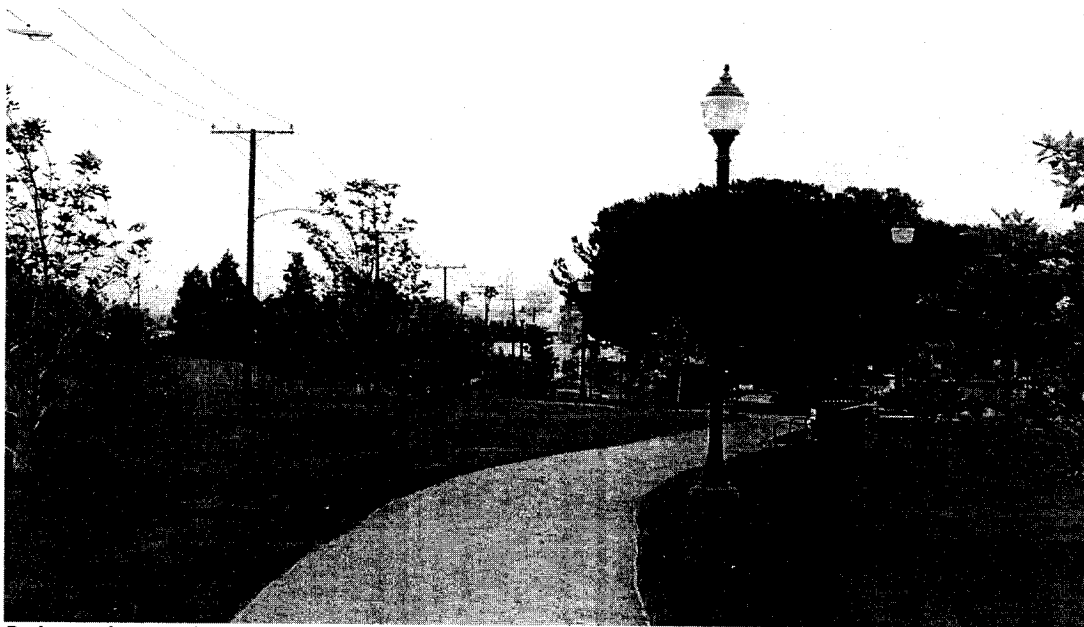
Pathway after completion



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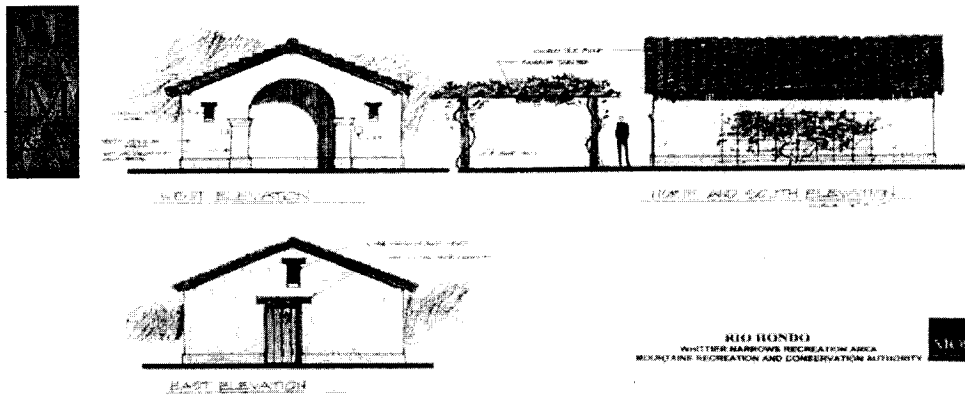


Glasgow Park Signage



Pathway after completion

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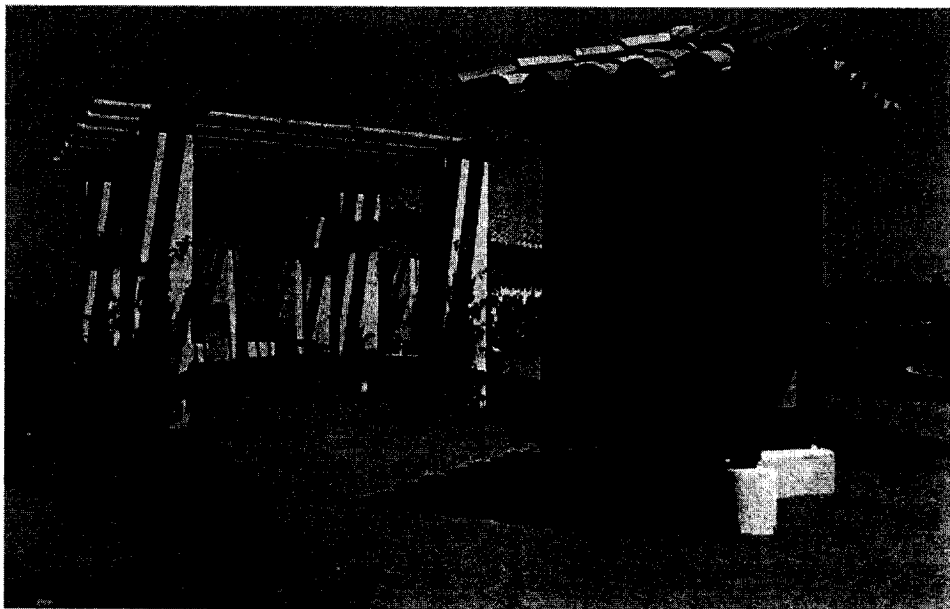
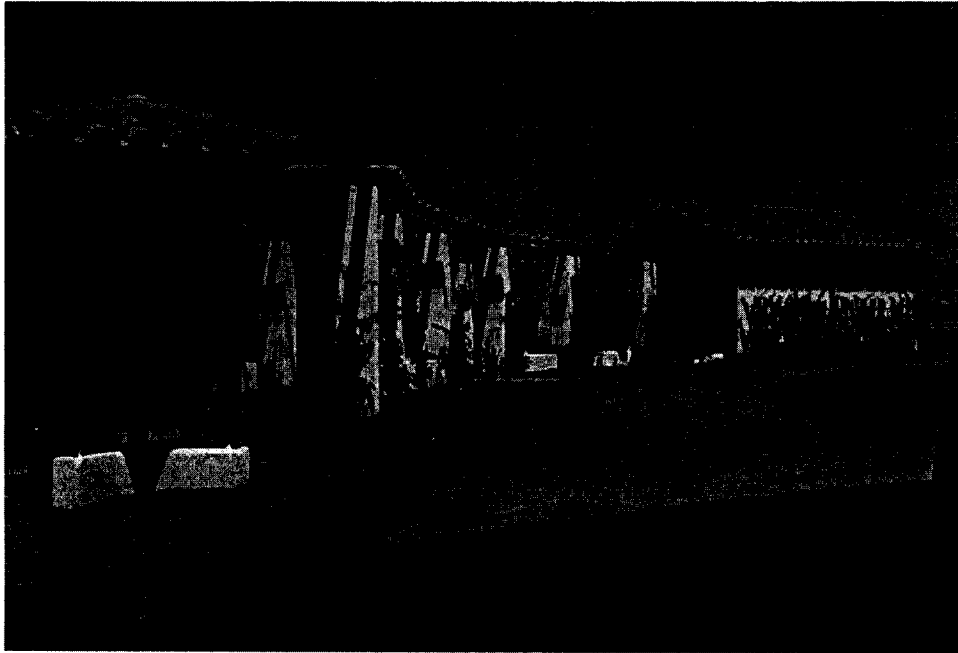
BOSQUE DEL RIO HONDO, WHITTIER NARROWS, CALIFORNIA

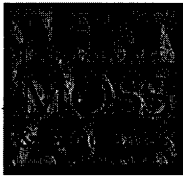
Working in coordination with the County of Los Angeles and the Mountains Recreation and Conservation Authority, LRM provided the master plan for the site along the remaining natural section of the Rio Hondo River within the Whittier Narrows Dam Recreation Area. The project was significant as it was preserved as one of the last remaining natural stretches of river in Los Angeles County. The site provides access to the existing bike path along the Rio Hondo and unique opportunities for use as a historical and natural outdoor classroom. The project site was the home of the Mission Vieja, part of the Juan Bautista Historic Trail. Design for the 10 acre site includes bike paths, wildflower/grass fields, wild grass fields, restroom, picnic area, pedestrian path, interpretive ramada, interpretive kiosk, wetlands, interpretive bridge, footpath, site seeing area, and parking.

- Key Staff: Bron Ruf, Project Designer
- Client: Mountain Recreation Conservation Authority
- Contact: Stephanie Landregan, Project Manager (323) 221-8900 ext. 184
- Status: Completed December 2000



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G. Work Load

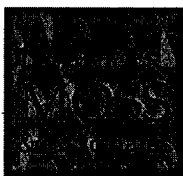
The following is our project workload of current and anticipated major projects to December 2007:

- Port of Long Beach Stormwater Pollution Prevention and Dust Control Program: Completion of Construction Documents June, 2007
- Bellflower Town Center Plaza: Completion of Construction Documents September, 2007; Job Observation through Spring 2008
- De Bell Golf Course, Burbank, CA.: Job Observation through August, 2007
- College of the Canyons Hi-Tech Building, Santa Clarita, CA.: Revised Construction Documents Completed May 2007: Job Observation through August 2007
- Whittier City Hall: Preliminary Design Completed May 2007; Funding Drive through Summer 2007, Construction Documents estimated completed November 2007
- Bicknell Avenue Street Greening, Santa Monica, CA.: Preliminary Design estimated completed September 2007.

Lawrence R. Moss and Associates, Inc. is confident that our current and estimated work load will be amenable to accommodate the necessary time and services required for the Ballona Creek Bikeway Project.

Project Timeline

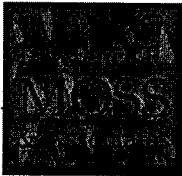
Project Study and Design:	July through September 2007
Council Authorize Rivers & Parkways Grant proposal submission:	September 24, 2007
Rivers and Parkways Grant proposal Submission:	October 2007
Construction Documents:	8 weeks from Submission Acceptance
Construction Administration:	12 weeks



Lawrence R. Moss & Associates, Inc.
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Client References

Agency/Firm	Contact	Phone Number	Project
City of Bellflower 16600 Civic Center Drive Bellflower, CA. 90706	Mr. Brian Lee Director of Community Development	(562) 804-1424, ext. 2224	Library Garden; Towncenter Master Plan
Mountains Recreation Conservation Authority 5810 Ramirez Canyon Rd. Malibu, CA 90265	Ms. Stephanie Landregan, Development Projects Manager	(323) 221-8900 ext. 184	Augustus F. Hawkins Natural Park; Bosque Del Rio Hondo
City of Hawthorne 3901 W. El Segundo Blvd. Hawthorne, CA. 90250	Ms. Michelle Trefz-Winters, Director of Department of Community Services	(310) 970-7230	Glasgow Linear Park
L.A. County Department of Parks and Recreation 680 Wilshire Pl., 3 rd Floor Los Angeles, CA. 90006	Ms. Susan Pearson, Project Manager	(213) 738-2960	Acton County Park; Belvedere Skatepark
City of Burbank 275 E. Olive Ave Burbank, CA 91502	Ms. Jan Bartolo, Director, Parks & Recreation Department	(818) 238-5315	Burbank City Stadium; Valley Park Renovations



Lawrence R. Moss & Associates, Inc.
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Fee Proposal

Lawrence R. Moss & Associates is pleased to submit this proposal to provide design services for the Ballona Creek Bikeway Project. The following is the fee breakdown:

DESIGN DEVELOPMENT	\$23,400.00
(Including environmental assessment up to Mitigated Negative Declaration)	
CONSTRUCTION DOCUMENTS	\$20,650.00
ELECTRICAL SUBCONSULTANT	\$ 4,800.00
(To be included in Safety/Security Study)	
CONSTRUCTION OBSERVATION	\$10,000.00
TOTAL	\$58,850.00

• **ADDITIONAL SERVICES & HOURLY RATES**

Additional services not covered under the Scope of Services for this project will be billed according to the hourly rate schedule below.

LAWRENCE R. MOSS & ASSOCIATES

Principal	\$ 125.00/hr.
Senior Associate	\$ 110.00/hr.
Associate	\$100.00/hr.
Support	\$ 45.00/hr.

The following shall not be considered part of the above fees for such services will need to be negotiated:

- Revision(s) to any previously approved drawings shall be charged for at the rate \$100.00 per hour.
- Reimbursable expenses including, but not limited to, printing, plotting, deliveries, etc. will be charged for at our cost.

If you should have any questions regarding this fee proposal, please do not hesitate to call me at (818)248-5200.

Very truly yours,

Larry Moss
Principal & President

PLANT PALETTE

Suggested area plant association of San Gabriel and Rosemead:

Yucca (Yucca californica)
Blackberry (Rubus ursinus)
Wild Grape (Vitis glabella)

Overlook:

Black Cottonwood (Populus trichocarpa)
Yucca (Yucca californica)
Blackberry (Rubus ursinus)
Wild Grape (Vitis glabella)

Plants listed in center of landscape:

Black Cottonwood (Populus trichocarpa)
Western Redbud (Cercia occidentalis)
Purple Haze (Nemophila menziesii)
Rusty Blotch (Nemophila menziesii)
Goldfields (Lasthenia glabra)
(Sage species)

Area surrounding the Ramada:

Sycamore (Platanus occidentalis)
Western Redbud (Cercia occidentalis)
Santa Barbara Sedge (Carex bartonii)
Blue-eyed Grass (Spergulum bolium)

Area North of Ramada:

Yucca (Yucca californica)
Blackberry (Rubus ursinus)
Wild Grape (Vitis glabella)

Area South of Ramada:

Blackberry (Rubus ursinus)
Wild Grape (Vitis glabella)
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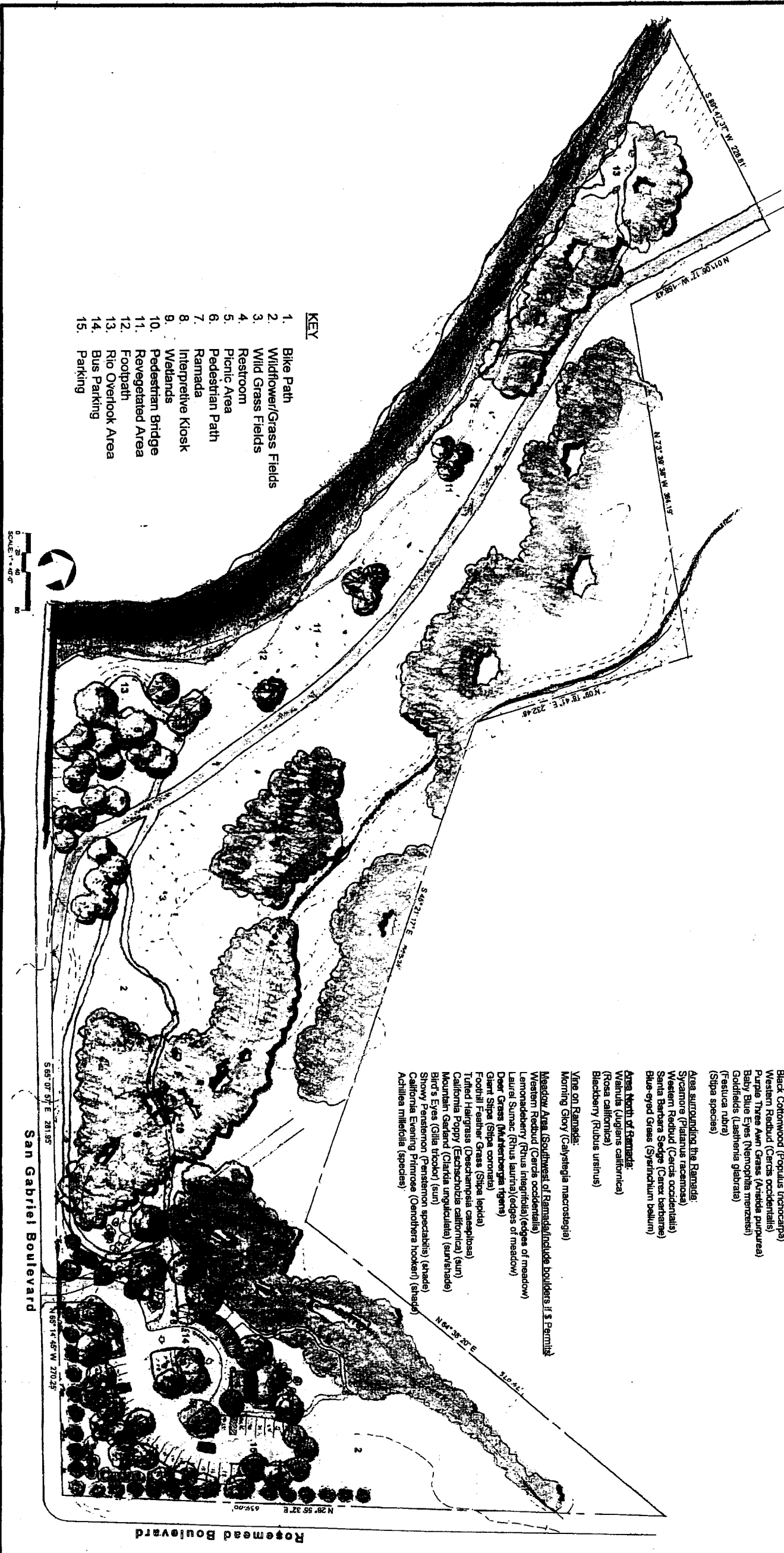
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- KEY**
1. Bike Path
 2. Wildflower/Grass Fields
 3. Wild Grass Fields
 4. Restroom
 5. Picnic Area
 6. Pedestrian Path
 7. Ramada
 8. Interpretive Kiosk
 9. Wetlands
 10. Pedestrian Bridge
 11. Revegetated Area
 12. Footpath
 13. Rio Overlook Area
 14. Bus Parking
 15. Parking

LAWRENCE R. MOSS A.S.I.A. AND ASSOCIATES, INC.

3428 OCEAN VIEW BLVD. CLINTON, CALIFORNIA 91028

TEL: (916) 248-5700

BOSQUE DEL RIO HONDO

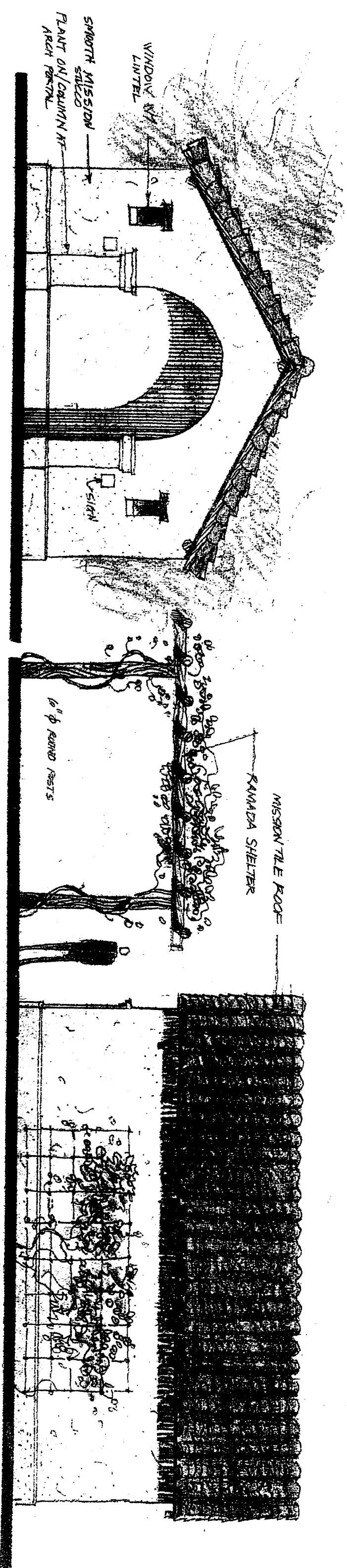
WHITTIER NARROWS RECREATION AREA

MOUNTAINS RECREATION AND CONSERVATION AUTHORITY

CONCEPT DESIGN

DATE: 1-1-02

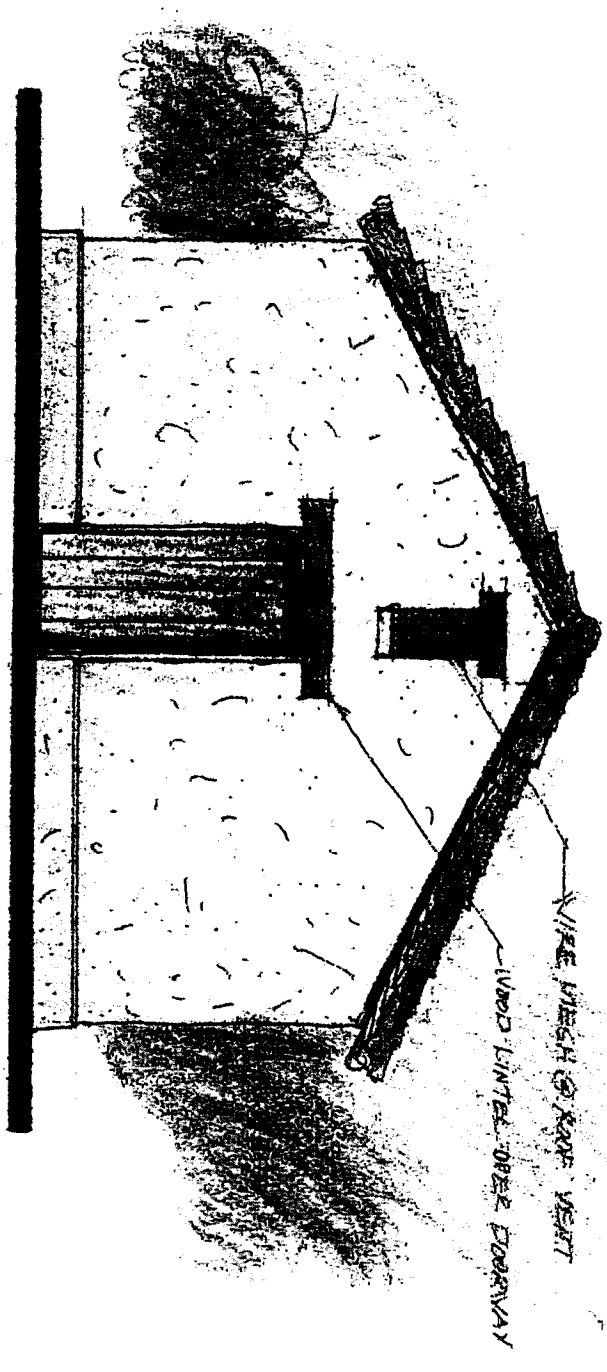
SCALE: 1" = 100'



WEST ELEVATION

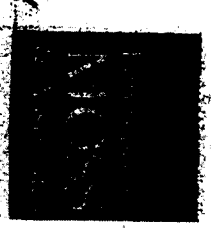
NORTH AND SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



EAST ELEVATION

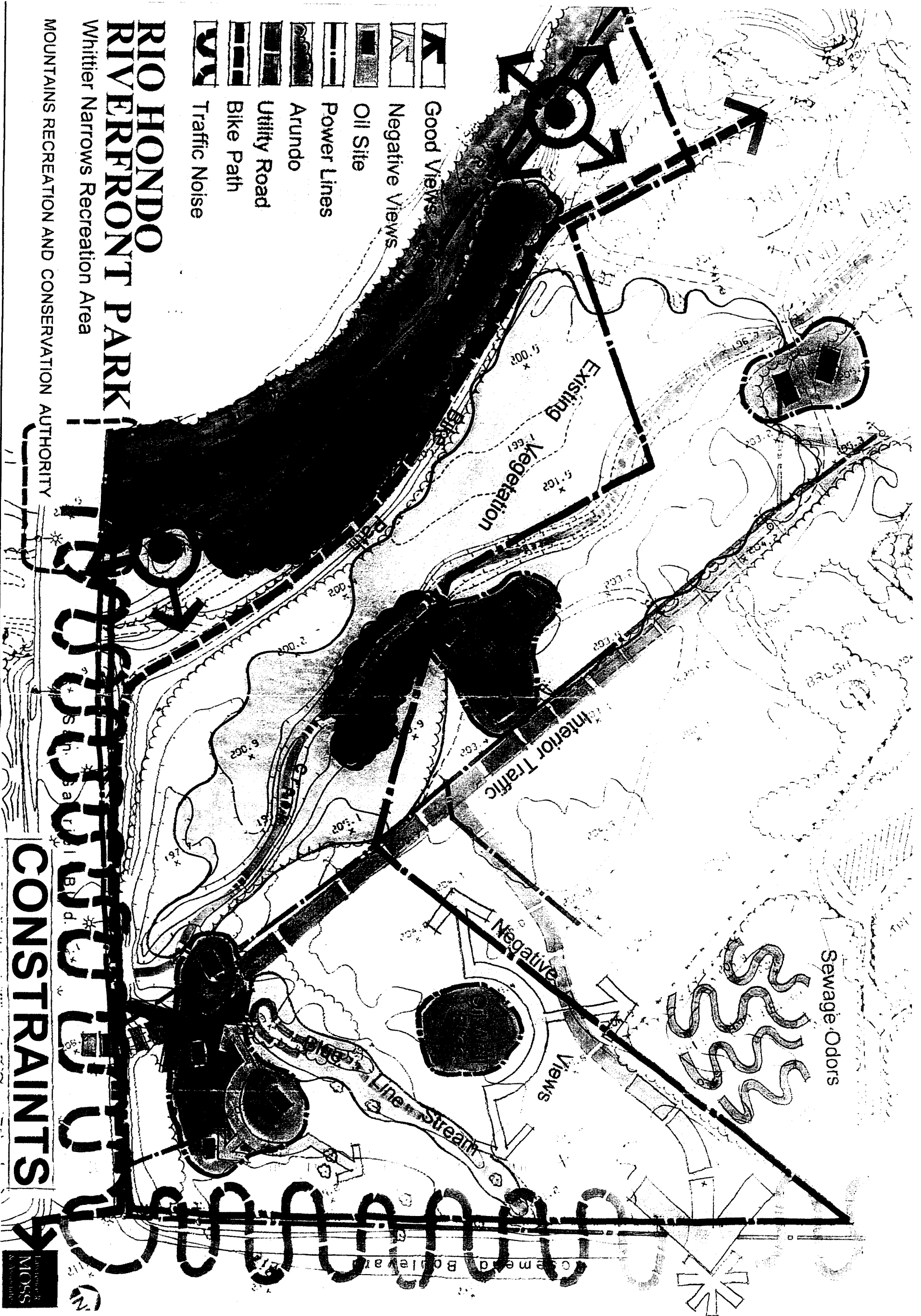
RIO HONDO
WHITTIER NARROWS RECREATION AREA
MOUNTAINS RECREATION AND CONSERVATION AUTHORITY

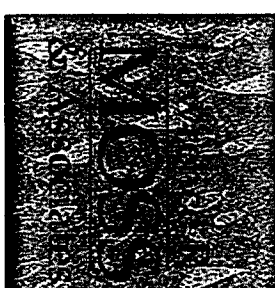




Bosque del Rio Hondo
Whittier Narrows Recreation Area

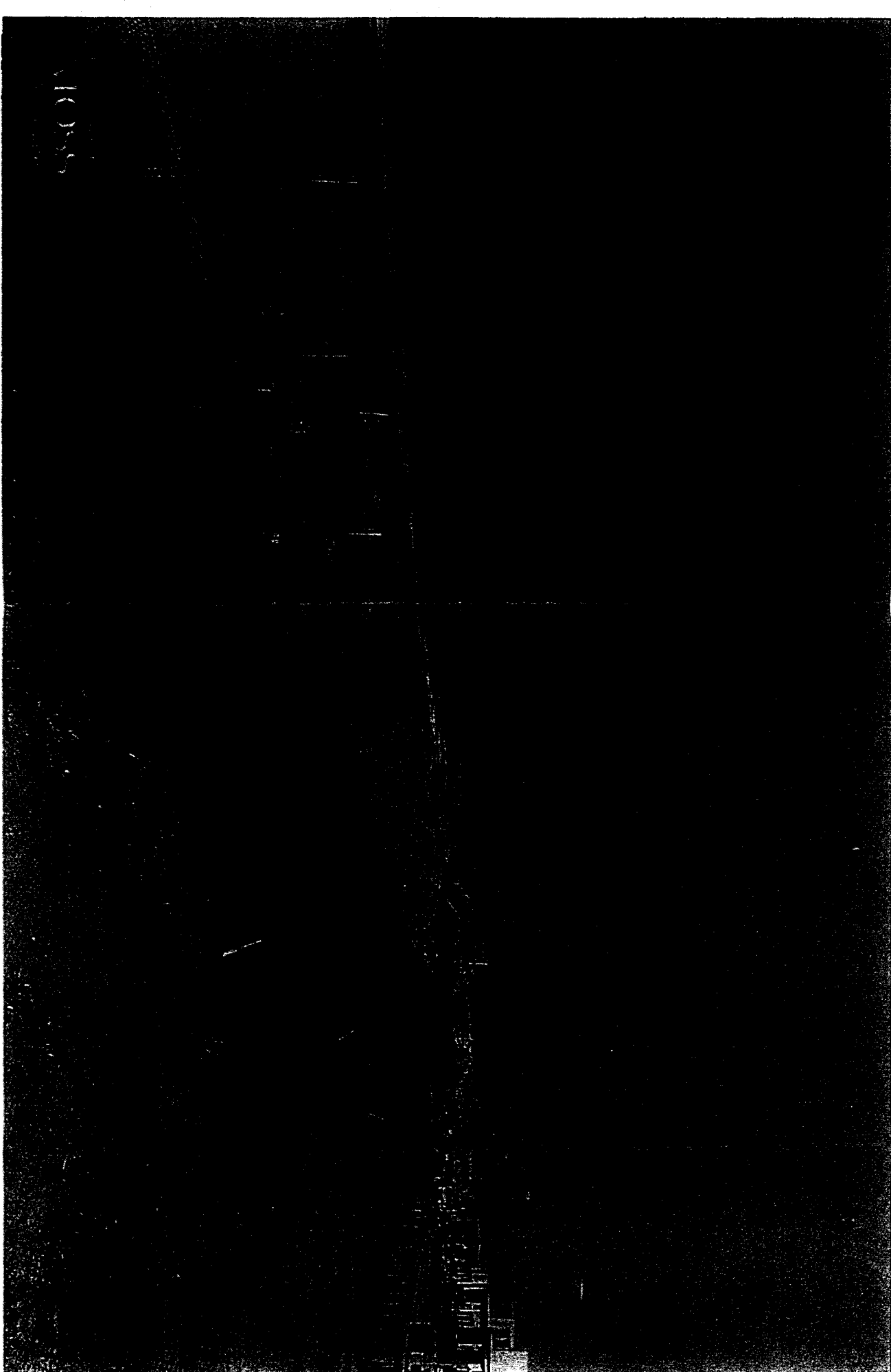
Construction, July 1997



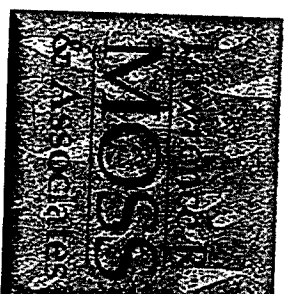


Lawrence R. Moss & Associates

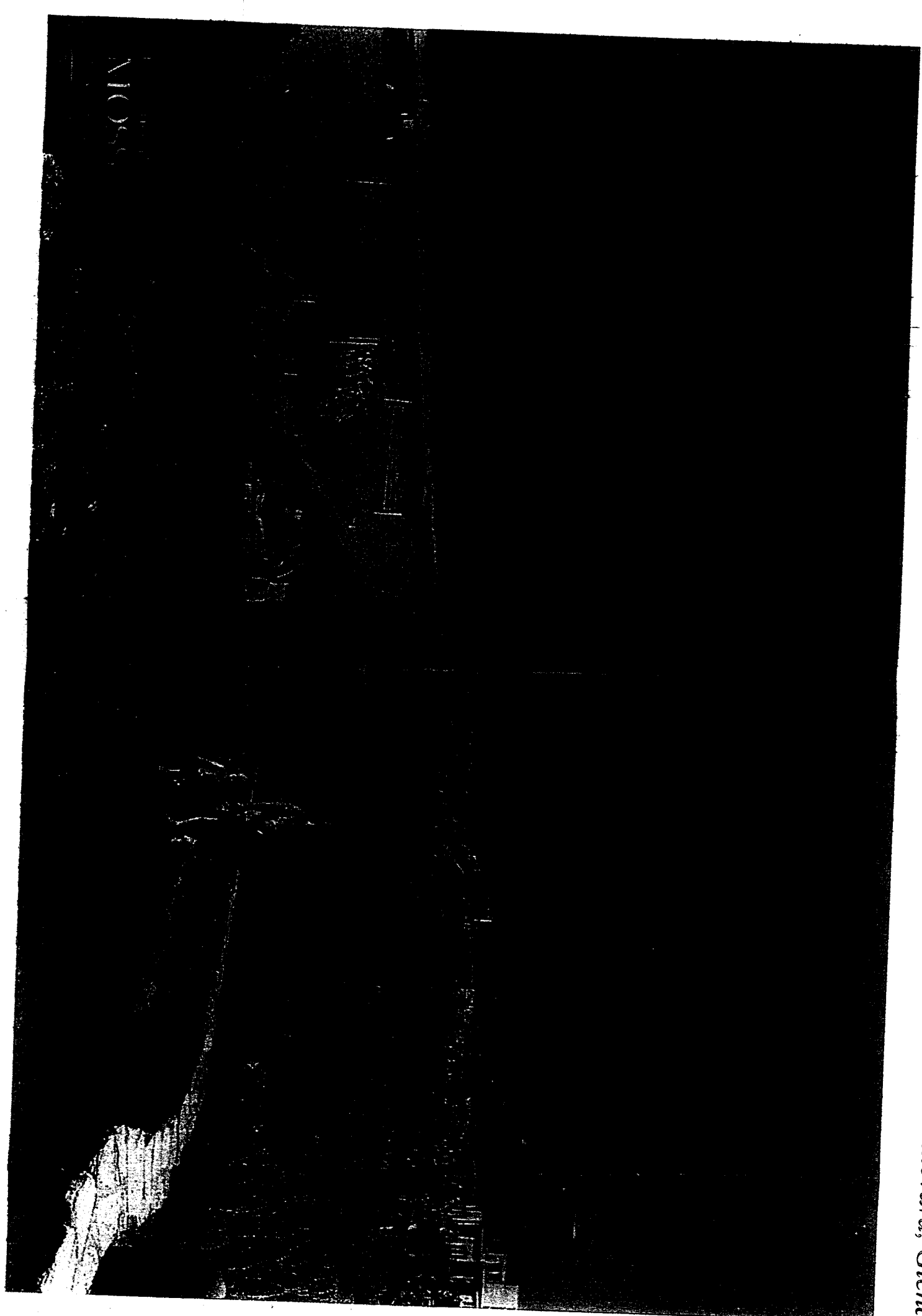
3458 Ocean View Boulevard, Glendale, CA 91208



Esplanade Ave., Redondo Beach (Before):



Lawrence R. Moss & Associates
3458 Ocean View Boulevard, Glendale, CA 91208



Esplanade Ave., Redondo Beach (After):

