

CITY OF LAKEWOOD REQUEST FOR PROPOSAL

PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
FOR THE REMODEL OF THE CITY COUNCIL CHAMBERS
AT LAKEWOOD, CA CIVIC CENTER



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Director of Public Works
5050 Clark Avenue
Lakewood, CA 90712

May 2024

PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE REMODEL OF THE CITY COUNCIL CHAMBERS AT LAKEWOOD CIVIC CENTER

A. Instructions to Proposers

Proposers are to read and understand all of the information contained in this Request for Proposal (RFP). The proposal shall address all the items outlined in this RFP. The provisions of this RFP along with the Proposal submitted will be part of the contract documents for this project.

B. Invitation

The City of Lakewood is issuing this Request for Proposal (RFP) to obtain Architectural and Engineering Services, and related support services, for the design of the remodel of the City Council Chambers at Lakewood Civic Center.

Proposals will be accepted until **4:00 p.m. on June 19, 2024.**

Proposers are solely responsible for “on time” submission of their proposals. Five hard copy Proposals with original signature(s) along with a separate sealed envelope of the Fee Proposal shall be submitted by the due date and time. Late Proposals shall not be considered.

All Requests for Information (RFI) regarding this RFP must be submitted no later than **4:00 p.m. on June 5, 2024.**

A one-time Pre-Proposal Optional Site Visit opportunity for all Proposers will be held on June 3, 2024, between the hours of 9:00 am to 10:00 am at the City Council Chambers, 5050 Clark Avenue, Lakewood, CA 90712.

Subject to City Council approval, the City also anticipates moving forward with additional Public building remodel and renovation projects within the next three years. Specific Architecture and Engineering Services (A&E Services) for such additional projects are not included in the scope of services of this RFP. However, Proposals submitted in response to this RFP will be considered statements of qualification for these anticipated future similar projects. A&E Services for future projects may be added to the awarded Professional Services Agreement, at the discretion of the City by amendment to the Agreement, through a term ending June 30, 2027.

C. Anticipated Schedule of Events

ACTION	DATE
Availability of Request for Proposal	May 22, 2024
Pre-Proposal Optional Site Visit	June 3, 2024, 9:00 – 10:00 am
Last Day to Submit Questions	June 5, 2024, at 4:00 PM
Proposal Submission Deadline	June 19, 2024, by 4:00 PM
Interview(s) with the Top Ranked Consultant(s)	TBD
City Council Award – estimated date	July 2024

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D. Single Point of Contact for Questions

The contact person for all questions regarding this RFP is Samantha Chambers, Project Manager. All contact shall be via email at Schambers@LakewoodCity.org. Proposers shall **not** contact any other staff or City Council members with questions. Questions/answers of general importance and relevance shall be made available by the City to all Proposers.

Proposers must notify the City of any ambiguity, inconsistency or error they may find in the RFP. All questions about the RFP must be submitted via email by the deadline. Any changes or corrections to the original RFP or any other information that will affect the completion of the award will be incorporated into an addendum that will be disseminated. Proposers are responsible for ensuring that they have received any and all addenda to the RFP.

E. Project Information

Project Area

The City of Lakewood is located in southern Los Angeles County, about 23 miles southeast of Los Angeles. Lakewood incorporated on April 16, 1954 as a General Law City. The area of the city is approximately 9.5 square miles. Lakewood's population is just under 80,000 persons. The City was developed as a contract city and became a model for other cities to follow. The City Hall was originally constructed circa 1957 and the current City Council Chamber was constructed as a part of The Centre construction circa 1983.

Project Description

Utilizing the Schematic Design, Design Development and Construction Documents paradigm, the selected Consultant shall address the functionality of the current City Council Chamber, evaluate alternative Council Chamber layouts to improve seating, visibility, accessibility, technology and finishes and fixtures to modernize the facility, including the adjacent restrooms. Upon determination of the preferred alternative and its probable construction cost, the Consultant shall prepare bid set design plans and specifications to implement the project as further described below.

The Scope of Work shall include, but not be limited to, the following tasks.

1. Evaluation of and upgrade to ADA accessibility and restrooms.
2. Evaluation of best use of space including the dais and seating configuration for the audience, staff and City Council without a reduction in total seating.
3. Evaluation of audio-visual system and its control system.
4. Evaluation of computer monitors and its associated system on the dais.
5. Evaluation of lighting conditions suitable for broadcast as well as the ambient lighting system and controls.
6. Evaluation of security and access controls.
7. Design the replacement of cameras and the supporting AV system as needed, to include:
 - a) Installation of new cameras and associated AV systems
 - b) Remote camera controller
 - c) Multiple pan-tilt-zoom remotecameras
 - d) Upgrade of video monitors
 - e) Upgrade of audio system

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- f) Wiring and support infrastructure
- g) Linkage to the live broadcast system
- 8. General improvements to include:
 - a) Improve acoustics and replace acoustic ceiling tiles
 - b) Replace carpeting
 - c) Refabrication of dais
 - d) Re-upholster of audience chairs and replace City Council chairs
 - e) Paint
 - f) Modernization of the restrooms

The Consultant is invited to offer additional services that will further the goals of this Project.

F. Scope of Services - detail

The Consultant is to provide professional architectural and engineering services addressing architecture, mechanical, electrical, and plumbing (MEP) engineering, structural engineering, technology integration design and related services for the Project.

- Evaluate current facility use and develop three alternative design options to enhance the facility functionality.
- Evaluate and present solutions for Americans with Disabilities Act (ADA) access and restrooms for the Project.
- Develop draft initial construction cost estimates for each alternative.
- All plans shall be prepared in a format as approved by the City of Lakewood and conform to the current Building Codes. The Consultant shall complete, to the City's satisfaction, the Schematic Design Phase, the Design Development Phase, and the Construction Documents Phase. The Consultant shall prepare a complete drawing set of plans, notes, and details and specifications to construct the proposed improvements.
- The Consultant shall also provide Bid Support and Construction Support Services to timely review and respond to contractor Requests for Information (RFIs) and Submittals and shall perform site observations during construction to confirm the work meets the intent of the plans, as well as to attend construction progress meetings as requested.
- The Consultant shall prepare detailed Specifications for the improvements to be incorporated into the City's standard "boilerplate" Contract Documents.
- The Consultant shall prepare detailed probable construction cost estimates for the improvements at the conclusion of each the phases: Schematic Design, Design Development and Construction final Documents.
- All drawing sheets must be stamped by an architect and/or civil engineer, licensed by the State of California, as appropriate for the work. Plans and calculations by others must be reviewed and approved by the Architect of Record for the project.
- The Consultant shall ensure that the final design contains a typical industry-standard level of detail commonly used in this area as required to procure and construct the proposed improvements.
- Project designs and supporting documents are required to be submitted to the City for review and comment at completion of the Schematic Design Phase, Design Development Phase and Construction Documents Phase, independent of the required Building Department Plan Check and Permit issuance process.
- Specifications submittal is required to be provided to the City for review and comment at 90% complete plans and at 100% final plans.

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The following work shall also be included in the Scope of Services:

G. Project Management

The Consultant Project Manager plays a very important role in this project. The Project Manager is responsible for taking the lead (emphasis - do not expect the City's Project Manager to lead this project) in all coordination with all applicable City Departments and City Personnel, as well with all necessary sub-disciplines, as needed, to ensure the concept plans, final design plans and bid documents are delivered in a timely manner. The Project Manager / Architect proposed for this project must be a Licensed Architect in the State of California and each lead engineer in other disciplines shall be Licensed Engineers in the State of California, all with sufficient expertise in the disciplines required to successfully complete the remodel project.

The Consultant shall prepare a project schedule for completion of the Project and conduct monthly update status meetings. The Consultant shall develop a schedule using MS Project to include, but not be limited to, stakeholder meetings, delivery milestones, Schematic Design Phase tasks, Design Development Phase tasks, Construction Documents Phase tasks, an allocation of two-week City review periods for all deliverables, and an allocation of an initial three-week Building Department plan check period as well as two-week plan check periods for Building Department re-check submittals. The Project schedule shall be updated monthly and submitted prior to monthly Progress Meetings. The Consultant shall conduct monthly Progress Meetings to update City staff on the status of specific tasks, pertinent deliverables, etc. The Consultant's project manager shall attend pre-bid and pre-construction meetings for the Project. All project meetings shall be included in the overall fee proposal.

H. Background Research

Consultant shall research and obtain available drawings of record to be depicted on the plans. The Consultant shall keep a log of all documents obtained for the project. Existing available site and building drawings will be provided by the City to the Consultant for reference and use, see plan attachments to this RFP. However, drawings and plans provided by the City, while known to be the most current available, are not guaranteed to depict full and complete information or to be fully accurate in any regard. Consultant shall perform their own investigation of existing conditions and document same, to scale, on the Construction Documents. Available City Plans are referenced in Appendix E and provided as separate documents. Site Photographs are provided in Appendix F.

I. Field Check and Data Collection

The Consultant shall coordinate with city staff and conduct site visits to the Project location to verify existing conditions. Consultant shall determine the accuracy of the available building plans and perform sufficient investigations and measurements to address any plan deficiencies. Consultant shall create a base set of plans based upon the combination of existing plans and field checks of existing site conditions.

J. Agency Coordination

The Consultant shall 1) maintain regular and frequent contact with the City's designated Project Manager throughout the life of the Project, from initiation of work to close out of the construction phase, 2) meet with each impacted City Department and stakeholders at initiation of the Schematic Design Phase to understand and address all expected outcomes

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of the Project, 3) meet with each impacted City Department and stakeholders at initiation and completion of the Design Development Phase, 4) coordinate all design work efforts with the City's Engineering Department, 5) meet with the City Community Development Department to understand planning obligations and the County of Los Angeles Building Department procedures and plan check requirements, and 6) meet with each impacted City Department and stakeholders at completion of the Construction Documents Phase to review the final design and probable construction cost estimates.

K. Schematic Design Phase

- 1) Schedule meetings with Stakeholders
- 2) Site and Plan research. Identify data needs. Collect, measure and create additional data necessary for each Project.
- 3) Evaluate current facility use and develop three alternative design options to enhance the facility functionality.
- 4) Evaluate and present solutions for Americans with Disabilities Act (ADA) access and restrooms for the Project.
- 5) Develop draft initial construction cost estimates for each alternative.
- 6) Present the findings of the Schematic Design phase to the Stakeholders and facilitate the selection of the preferred alternative. This effort will include a presentation to the City Council.
- 7) Provide deliverables for City review. Address City comments.

L. Design Development Phase

- 1) Based upon the Schematic Design phase, further develop the preferred alternative for the final design of each Project.
- 2) Conduct the required technical analyses for the Project including, but not limited to, structural engineering and mechanical, electrical and plumbing engineering.
- 3) Develop the draft design plan set necessary to accomplish the Project.
- 4) Develop the first draft of Technical Specifications.
- 5) Develop the probable construction cost estimate.
- 6) Meet with Stakeholders to review the completion of the Design Development phase including the selection of seating, fixtures, finishes, lighting system and integration of new technology for presentations and for "over the air" and online broadcasting. This effort will include a presentation to the City Council.
- 7) Provide deliverables for City review. Address City comments.

M. Construction Documents Phase

- 1) Based upon the approval of the Design Development phase, prepare the final plan set construction documents for the Project.
- 2) Prepare the final set of design support documents/calculations for the Project.
- 3) Prepare the final Technical Specifications in support of the Project.
- 4) Assist the City in preparing the Bid Set of Plans and Specifications for the Project. This is to include, in addition to the Technical Specifications, providing a Project Description, a Scope of Construction description, and a Unit Price Bid Schedule.
- 5) Provide deliverables for City review. Address City comments.

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N. Building Department Plan Check

- 1) Prepare plans and supporting documents for submittal to the County of Los Angeles Building Department for Plan Check. Start this process through the City Community Development Department. Go to this link: [Building Plan Check](#)
- 2) Diligently prosecute the plan check process to successful completion, to the point of permit issuance. Allocate three weeks for the initial Building Department plan check timeframe. Allocate two weeks for each subsequent Building Department plan re-check timeframe.
- 3) Timely address all plan check comments and fully document all plan and document revisions made in response to the plan check.
- 4) As needed, modify the construction set of plans and specifications to match any changes developed through the Building Department plan check process.

O. Bid Support Services

- 1) Timely respond to bidder RFIs and/or errors identified in the as-bid Construction Documents.
- 2) Review and analyze the bid results. Perform a construction cost comparison of all bids and compare to the Architect's probable construction cost estimate.
- 3) Confer with the City on the bid results and the identification of the lowest responsible and responsive bid.

P. Construction Support Services

The Consultant shall be available to assist the City with RFI support throughout the Bidding and Construction phases. The Consultant shall be available to attend the Pre-Bid Conference and answer technical questions from prospective bidders. After the bid is awarded, the Consultant shall continue to support the City through the Construction phase by responding to RFIs and Submittals. RFIs and Submittals shall be fully responded to by the Consultant within 10 working days of email issuance of the request from the City to the Consultant.

The Consultant shall provide Drawings of Record (as-built) plans of the final constructed project pursuant to modifications made at the time of construction per the redlined comments provided by the Contractor, per any revisions to the Plans made by the Architect during construction and per construction observations made by the Architect. At the end of the project, provide a complete set of as-built/record drawings. The as-built drawings shall be provided to the City and approved prior to the release of the final payment.

The City will be the owner of all original drawings, documents, and digital information. All digital and or computer-generated drawings shall be the property of the City and a copy shall be submitted to the City electronically in AutoCAD and PDF formats.

The City expects to contract with a separate firm to provide Construction Management and Inspection for the project, however, the Architect shall perform construction observations on a regular basis.

Q. Plans Format

All plans must conform to the City of Lakewood's title block and standard notes.

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R. Personnel Qualifications

Consultant shall furnish the Architect/Project Manager and qualified engineering staff personnel to provide the services defined in this RFP. The Design Team personnel (including sub-consultants) shall include, but not limited to Architect, project manager, engineers, designers, space planners, etc. and shall be responsible for all matters related to the Projects as defined herein. Provide an organizational chart.

Consultant personnel shall have adequate experience performing Schematic Design, Design Development and Construction Document phases services on projects of similar magnitude and scope. The Consultant personnel should have the following general qualifications:

- a. Experience in project delivery for local public agencies;
- b. Emphasis on practical, proven, and cost-effective solutions;
- c. Experienced and technically current in the design and construction of public building remodel and renovation, specification development and cost estimating;
- d. Project scheduling and management skills to finish the project on time;
- e. Comprehensive knowledge for plan review and plan check;
- f. Excellent verbal and written communications skills;
- g. Experience with public outreach;
- h. Familiar with engineering assistance during bidding process; and
- i. Experience in construction phase design assistance and field observation.

Resumes of personnel must be submitted to the City for review prior to assignment to the Project. If in the opinion of the City, an individual lacks adequate experience, the individual may be rejected. If at any time, the performance of Consultant personnel is unsatisfactory to the City, the City may request another qualified person be assigned.

If Consultant personnel are on leave of absence, the Consultant firm shall provide approved, equally qualified replacement personnel until the assigned personnel returns to the Project per acceptance of the City Project Manager.

S. Proposal Submittal Requirements

General Requirements

Proposals will be accepted until 4:00 p.m. on June 19, 2024. Proposals may be submitted by US Mail, delivery service or in-person. Regardless of submittal option utilized, Proposer shall remain solely responsible for the timely delivery of the Proposal. Proposers are solely responsible for "on time" submission of their proposals. Five hard copy Proposals with original signature(s) and a separate sealed envelope of the Fee Proposal shall be submitted by the due date and time. Late Proposals shall not be considered.

Proposal Requirements

The Consultant's Proposal shall include all elements as described herein and shall be no more than thirty (30) letter-sized pages with 12pt font and 1-inch margins, excluding the following: cover of the proposal, a cover letter of up to two (2) pages, table of contents, resumes, dividers, matrix or chart, schedule, certificates, and fee schedule. The Fee Schedule shall be provided as a separate sealed document.

Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with the requirements and

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conditions of the RFP may not be given further consideration. The Consultant's Proposal shall include, at a minimum, the following information listed below in the same order as requested.

General:

Describe the proposed management approach and scope of work for the Project in terms of communication, coordination, meetings, work assignments, document management, and control, work execution, technical services, and quality assurance/control. Detail the experience of the Consultant firm in conducting work of comparable scope and nature and qualifications of key personnel of the primary firm and any sub-consultants who will participate in the Project. The following specific items shall also be included in the Proposal.

- a) **Statement of Qualifications** – Provide precise information regarding the qualifications and experience of the proposed Architect/Project Manager that will be available during the Project duration. The statement of qualifications shall include the names, qualifications and proposed duties of the Consultant's staff to be assigned to the Project; a listing of similar projects recently completed including the client/agency name, as well as the name, title, telephone, and e-mail address of the contact person most familiar with the similar work. These references will be checked and may affect the award of the contract. City of Lakewood projects or staff will not be accepted as references. The City of Lakewood reserves the right to contact any of the organizations or individuals listed or any others that may stem from the inquiry.
- b) **Understanding of the Scope of Services – Describe in detail** your understanding of the scope of services to be performed including a description of the proposed work program and techniques to complete the scope of services. The work plan should demonstrate the Proposer's ability to conduct the building renovations design services in a professional, timely, and efficient manner. The work plan should elaborate on the execution of each scope of work task, and identify an approach to key challenges, deliverables, and quality assurance/control.
- c) **Resource Allocation Matrix** – Submit a detailed resource allocation matrix of Consultant staff (job title only) and sub-consultant hours based on the major phases/sequencing of design for the anticipated Project schedule. The resource allocation matrix must be submitted with the Proposal and shall correlate with the overall organizational staffing plan for the Project. Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration. If one (1) or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City. The Consultant acknowledges and understands that the Consultant will not be allowed to change any sub-consultant without written permission from the City.
- d) **Contract Exceptions** – Please provide any proposed exceptions, additions, and/or deletions to the City's Request for Proposal. The City WILL NOT accept any proposed requested changes to the City's Professional Services Agreement including the ability to meet the stipulated insurance requirements and other contractual terms therein. Please submit a proposal only if there is a clear understanding that the Consultant can execute the City's Professional Services Agreement without any changes. By submitting a proposal, the Proposer represents they have an understanding of and will comply with the provisions and requirements of the RFP and any addenda.

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- e) **Fee Schedule and Rate Sheet** – Separate Sealed Envelope. Submit fees to accomplish each task with a “bottom line” total Not-to-Exceed Fee, which must include conservatively estimated reimbursable expenses to complete each major task as described in the Scope of Work. The fee schedule must be consistent with the Resource Allocation Matrix to provide a breakdown of approximate personnel hours by classification (job title and hourly rate) in order to accomplish each task and subtask described in the Scope of Work. Meetings, either on-site, virtual, or by telephone, shall be included as work within each task. Include a fee schedule for reimbursement items on an as-needed basis and cost estimates separately for each task. The time to accomplish each task shall be expressed in calendar days. The successful, selected Consultant’s monthly invoices must reflect similar information in order to be processed – an invoice purely based on percentage completion will not be accepted.
- f) **Consultant Expenses** – The City’s policy is as follows:
- Hotel, Meals, and Airfare – The City will not reimburse for lodging or meals. There is no reimbursement for travel time to and from the City.
 - Entertainment/Personal Services – Under no circumstances are expenses related to entertainment or personal services reimbursable.
 - Printing and Photocopies – All printing and photocopying costs shall be included in the not to exceed fees.
 - Incidental Expenses – There will be no reimbursements for deliveries/transmittals, telephone expenses, or equipment rental/purchases.
 - Proposal Preparation Costs – The City will not reimburse the contractor for any costs associated with the preparation of a proposal.
 - *Other Expenses* – Proposals may include a list of itemized unit costs of billable expenses typically incurred in the performance of the contract. Items that have not been specified, shall be approved by the City prior to providing and billing the expense.

T. Evaluation Process

Selection of the Consultant for interview (if interviews are held) with the City will be based on the contents of the written proposal. The proposal will be evaluated and ranked by a committee of selected City staff. The proposals will be rated according to, but not limited to, or in order of importance, the following selection criteria:

- Demonstrated understanding of the requested scope of services and overall successful project delivery, including resource allocation matrix (30 points).
- Staffing qualifications and experience (demonstrated technical ability) of key personnel and sub-consultants (30 points).
- Project management methods, quality control and focus on timeliness/scheduled delivery (20 points).
- Consultant’s familiarity with local conditions (10 points).
- Reference checks and/or interview presentation (10 points).

Upon completion of the Proposer evaluation process, a shortlist will be established and interviews scheduled. Upon selection of the best qualified firm, the City will enter into a negotiation with the top-ranked Consultant for the desired professional services. Compensation for the subject services will be negotiated based on what is fair and reasonable to the City. Should City staff and the top-ranked Consultant be unable to reach an agreement, negotiations with that Consultant will be terminated and negotiations will commence with the next ranked Consultant in order of their evaluation ranking until an agreement is reached and a Consultant is selected.

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U. Award of Contract and Contract Period

Following evaluation and rating by the proposal review committee, the Department of Public Works will recommend the award of the contract to the most qualified proposer providing the best value to the City. The term of the contract will begin after the contract award, all required supplemental contract paperwork, insurance documents, etc. have been received and approved, and the Agreement is fully executed. The earliest possible date for City Council Award is July 2024.

The City anticipates the Scope of Services to begin in August 2024 with final plans, specifications, and construction cost estimates ready for public bid not later than March 2025.

V. Payment to Consultant

Once the Professional Services Agreement is fully executed, the City will pay the Consultant for work completed consistent with the Fee Schedule and the following requirements:

- a. Progress payments shall be based on tasks performed as identified in the Fee Schedule. Monthly invoices will specifically identify job title, person-hours, hourly rate, and costs incurred by each task. Sub-categorization of task is permitted to better define the task for payment.
- b. All tasks including labor and reimbursable costs shall have supporting documentation presented at the time payment is requested.
- c. The City will pay the Consultant for all acceptable services rendered in accordance with the terms of the attached "Professional Services Agreement" which is included with this RFP in Appendix A. The City will only accept invoices from the Consultant for work that has been reviewed and approved by City staff.
- d. When the Consultant is performing or is requested to perform, work beyond the scope of service in the "Professional Services Agreement", an "Amendment to the Agreement" will be executed between the City and Consultant.
- e. The Consultant is required to monitor and track the overall Project expenditures and report to the City on a monthly basis.

W. General Conditions

ADDENDA. Should it be necessary for the City to issue addenda to this RFP during the proposal period, the City will endeavor to notify the known holders of this RFP. The addenda will be posted on the City website for any interested parties to review. The proposal should include a notation that the Proposer is aware of all of the addenda which have been issued and has incorporated their provisions in their proposal. Proposers are responsible for ensuring that they have obtained all addenda.

ADDITIONAL INFORMATION. The City reserves the right, to request additional information or clarifications from Proposers where it may serve the City's best interest.

ADDITIONAL SERVICES. The Scope of Work describes the minimum work to be accomplished. Upon final selection of the Consultant, the Scope of Work may be modified and refined during negotiations with the City.

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a proposal on behalf of a Proposer shall provide a current power of

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attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the Consultant or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the City, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

AWARD OF PROPOSAL. City reserves the right to negotiate final terms with the selected Proposer, if any. Award may be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria and the City may accept other than the lowest priced proposal.

BUSINESS LICENSE. The successful Consultant may be required to procure a City of Lakewood Business License prior to commencing work unless the Consultant is also doing work for other companies in Lakewood. View here: <https://www.lakewoodcity.org/Business/How-to-Start-a-Business-in-Lakewood/Get-a-Business-License>

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, and other laws relative thereto.

CANCELLATION OF SOLICITATION. The City may cancel this solicitation at any time.

CONFLICT OF INTEREST. By signing the Certificate of Proposal (Appendix D), the Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposals, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.

COSTS. The City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals, or any other such expenses incurred by the Proposer in responding to this RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

DEFINITIONS. The following meanings are attached to the following defined words when used in these RFP documents: The word "City" means the City of Lakewood, California. The word "Proposer", "Respondent", or "Consultant" means the person, firm, or corporation submitting a proposal on these RFP documents or any part thereof.

DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider proposals from participants in such collusion. No person, Consultant, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is

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interested. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit (Appendix B).

DOCUMENTS, EXAMINATION OF. It is the responsibility of the Proposer to carefully and thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any). Proposer shall satisfy him/herself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by these documents. The failure or neglect of the Proposer to examine documents shall in no way relieve him/herself from any obligations with respect to the solicitation and/or subsequent contract that may be awarded. The submission of a proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the RFP documents. The failure or neglect of a Proposer to receive or examine any of the documents shall in no way relieve him from any obligations with respect to the proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

ERRORS/OMISSIONS. The Proposer shall not be allowed to take advantage of any errors and/or omissions in these RFP documents or in the proposal submitted. Full instructions will be given if such errors/omissions are discovered, and Proposer agrees to abide by said instructions.

INTERPRETATION OF RFP DOCUMENTS. City reserves the right to make corrections or clarifications of the information provided in this RFP. If any respondent is in doubt as to the true meaning of any part of the RFP documents, or finds discrepancies or omissions, respondent may submit to the City a written request for an interpretation or correction. Oral statement(s), interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Modifications to the RFP, including, but not limited to the scope of work, can be made only by written addendum issued by the City.

The requesting party is responsible for prompt delivery of any requests. When the City considers interpretations necessary, interpretations will be in the form of an addendum to the RFP documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City as having received RFP documents. All such addenda shall become a part of the RFP document. It is the responsibility of each Proposer to ensure the City has their correct business name, mailing address and e-mail address on file. Any prospective Proposer who obtained a set of RFP documents is responsible for advising the City that they have a set of RFP documents and wish to receive subsequent Addenda.

IRREGULARITIES. City reserves the right to waive non-material irregularities or informalities if such would be in the best interest of the City as determined by the City Manager.

NON-DISCRIMINATION. Proposer represents and warrants that it does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition.

NON-EXCLUSIVE. Should the City make an award, the successful Proposer will enter into a NON-EXCLUSIVE professional services agreement and the City reserves the right to enter into agreements with other Consultants.

PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE REMODEL OF THE CITY COUNCIL CHAMBERS AT LAKEWOOD CIVIC CENTER

OFFERS OF MORE THAN ONE PRICE. Proposers are NOT allowed to submit more than one proposal.

OWNERSHIP. All data, documents and other products used or developed during the RFP process become the property of the City upon submission.

NO OBLIGATION. The release of this RFP does not obligate or compel the City to enter into a contract or agreement.

PATENT RIGHTS. The Proposer agrees to save, keep, bear harmless, and fully indemnify the City, its officers, or agents, from all damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights or any person or persons in consequence of the use by the City, or any of their officers and agents, or articles supplies under any resulting contract, and of which the vendor is not the patentee or assignee, or which the proposer is not lawfully entitled to sell.

PROPOSAL, REJECTION OF. The City reserves the right to reject any or all proposals or any part of a proposal. The City reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City.

PROPRIETARY INFORMATION. All proposals and documents submitted in response to this RFP shall become the property of the City and a matter of public record pursuant to Government Code sections 6250 et seq. Proposals should not be marked as confidential or proprietary, and City may refuse to consider a proposal so marked. All Information contained within the proposals will become a matter of public record. It is the responsibility of each Proposer to clearly identify any and all information contained within their proposal that it considers to be confidential and/or proprietary. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public. In the event that a demand for disclosure of information designated as "confidential and/or proprietary" by a Proposer is made, the City will notify the Proposer in writing of such demand and shall furnish a copy of the City's written response to the requestor. Proposer may then pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information.

NO PUBLIC PROPOSAL OPENING/PUBLIC RECORDS ACT. Proposals shall be opened and their contents secured by City staff to prevent disclosure during the evaluative process and the process of negotiating with competing Proposers. Adequate precautions shall be taken to treat each Proposer fairly and to insure that information gleaned from competing proposals is not disclosed to other Proposers. Prices and other information concerning the proposals shall not be disclosed until a recommendation for award is made to the awarding authority.

REPRESENTATIONS. Proposer understands and acknowledges that the representations made in their submitted proposal are material and important and will be relied on by the City in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the proposal.

RESERVATIONS, ADDITIONAL. The City reserves the right to:

PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE REMODEL OF THE CITY COUNCIL CHAMBERS AT LAKEWOOD CIVIC CENTER

- Act as sole judges of the relative merits of the material mentioned in the proposals received.
- Issue a subsequent Request for Proposal or Addendums.
- Establish a short list of respondents eligible for interview after review of written proposals.
- Negotiate with any, all, or none of the respondents.
- Solicit best and final offers from all or some of the respondents.
- Award a contract to one or more respondents.
- Award more than one contract for each of the items.

RFP PART OF AGREEMENT. Should an agreement be awarded, this Request for Proposal and Scope of Services and all conditions may become part of the agreement between the City of Lakewood and the successful Proposer.

SEVERABILITY. If any provisions or portion of any provision, of this Request for Proposals are held invalid, illegal or unenforceable, they shall be severed from the Request for Proposals and the remaining provisions shall be valid and enforceable.

SUBCONTRACTOR INFORMATION. If the proposal includes the use of subcontractors, Proposer must identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services. If a subcontract for work services to be performed exceeds \$25,000 the subcontract must contain all required provisions of the prime contract.

SUBCONTRACTOR REFERENCES. For all subcontractors that will be used for providing services as part of the RFP, Proposers must provide a minimum of two references from similar projects performed for any local government clients within the last three years. Information provided shall include:

- Client name
- Project description
- Dates (starting and ending)
- Technical expertise
- Staff assigned to reference engagement that will be designated for work per this RFP
- Client project manager's name and telephone number

VALIDITY. Proposal must be valid for a period of 120 days from the due date.

WITHDRAWAL OF PROPOSAL. Proposers' authorized representative may withdraw Proposals only by written request received by City Engineer before the Proposal Submittal Deadline.

X. Insurance Requirements

Refer to Section 10 of the attached Professional Services Agreement, which is included in this RFP as Appendix A. Proposers shall submit as part of their Proposal documents the completed Consultant's Acknowledgement of Insurance Compliance, which is included in this RFP as Appendix C.

ATTACHMENTS:

- 1) Appendix A: Sample Professional Services Agreement
- 2) Appendix B: Non-Collusion Affidavit

PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE
REMODEL OF THE CITY COUNCIL CHAMBERS AT LAKEWOOD CIVIC CENTER

- 3) Appendix C: Consultant's Acknowledgement of Insurance Compliance
- 4) Appendix D: Certification of Proposal
- 5) Appendix E: Plan Set Identification
- 6) Appendix F: Project Site Photographs

Appendix A

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT

FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on _____, 20____, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as "City," and [PROVIDER], sometimes hereinafter referred to as [PROVIDER].

WITNESSETH:

WHEREAS, the City desires to retain the [PROVIDER] for [TYPE OF] services in connection with the work hereafter described; and

WHEREAS, the [PROVIDER] has the necessary skills and qualifications and licenses required by law to perform the [TYPE OF] services required under this Agreement in connection with said project; and

WHEREAS, the City Council at a regular meeting held on [DATE], authorized the Mayor and the City Clerk to enter into this Agreement; and

NOW, THEREFORE, it is hereby agreed by and between the parties that:

1. DEFINITIONS. As used in this Agreement, the following definitions shall be applicable:

- A. [Provider]. [Provider] shall mean:
[Firm or Company Name]
[Address]
[City], CA [zip code]
Phone: (area code) [phone number]
Fax: (area code) [fax number]
E-Mail: [email address]
- B. City. City shall mean the City of Lakewood, a municipal corporation, 5050 Clark Avenue, Lakewood, California, 90712.
- C. City Council. City Council shall mean the City Council of the City of Lakewood.
- D. Contractor. Contractor shall mean that person or persons awarded any contract by the City to perform the work designed by the [PROVIDER].
- E. Services. Services shall mean the [TYPE OF] services to be performed by the [PROVIDER] pursuant to this Agreement.

F. Work. Work shall mean the [EXAMPLE: installation, construction and development of projects] as assigned under “[TYPE OF SERVICE] Support Services” for which the [TYPE OF SERVICE] services are hereby authorized.

2. SCOPE OF SERVICES. [PROVIDER] agrees to prepare and furnish the City, following written authorization from the City to proceed, those services as set forth in [PROVIDER]'s written proposal for specific projects as requested by the City.

Upon specific and separate authorization by the City, the [PROVIDER] agrees to [EXAMPLE OF SCOPE: prepare plans and specifications and/or provide construction management for City projects, with scope of work and fee based on project-specific written proposals. Budgeted projects where the fee is less than \$20,000 may be authorized by the City Manager. Budgeted projects where the fee exceeds \$20,000 will require written approval by the City Council.]

As applicable to the project-specific written proposal, [PROVIDER] agrees to consult with the Director of Public Works at such reasonable times and places as may be necessary to accomplish the foregoing. In performing said services the [PROVIDER] shall use, whenever possible, the [EXAMPLE-WRITE IN SCOPE & EXPECTED RESULTS]: standard specifications and forms, prepared and approved by the City for public works contracts. All drawings and specifications shall be adequate and sufficient for the City to solicit bids for the award of the contract for said work.

As applicable to the project-specific written proposal, upon approval of said drawings and specifications by the Director of Public Works, the [PROVIDER] shall furnish suitable reproducible plans, details, and special and technical specifications for the City to incorporate with its bid and contract documents for the purpose of advertising for bids to construct the work. The [PROVIDER] shall subsequently make any necessary corrections to each set of drawings and specifications as required by any addenda, and incorporate any changes which may be authorized during construction to develop the "as-built" drawings. The [PROVIDER] shall also prepare a list of qualified bidders and assist the City in the evaluation of the bids and the qualifications of the contractors being considered for award of contract.

As applicable to the project-specific written proposal, during the course of construction by the Contractor, the [PROVIDER] shall provide consultation and interpretation of the plans and specifications, and shall review and approve any use of alternate equipment or materials, subject to approval by the Director of Public Works. The [PROVIDER] shall review and approve detailed shop drawings accordingly.

As applicable to the project-specific written proposal, during the progress of the work, the [PROVIDER] shall make monthly estimates of the completed work and shall have the responsibility of certifying to progress payments on the construction contract. The [PROVIDER] agrees to use reasonable diligence to protect the City against any defects and deficiency in the work of the Contractor, but it is expressly understood the [PROVIDER] does not guarantee the performance of any contract by any contractor.]

3. EXCLUSION FROM SCOPE OF SERVICES. It is agreed by and between the parties hereto that the services to be provided by the [PROVIDER] under this agreement do not include: any exclusions not listed in the project-specific proposal.

4. PAYMENT. For and in consideration of the [TYPE OF] services performed by the [PROVIDER] and when approved by the City, the City agrees to pay to the [PROVIDER] on a time and material basis, at a rate determined by the Schedule attached, for services actually rendered.

The aforementioned consideration shall be paid to the [PROVIDER] upon completion of each phase and submission of the [PROVIDER]'s statement of time expended and the applicable rate to be charged to the Director of Public Works. No payment shall be made until the aforementioned work has been certified by the Director of Public Works as having been completed in accordance with the applicable rate.

5. TIME FOR PERFORMANCE. It is understood and agreed by and between the parties hereto that time is of the essence. The [PROVIDER] agrees that he will diligently and reasonably pursue the performance of the services required by him by this agreement.

6. TERMINATION. The City may terminate this Agreement at any time by giving the [PROVIDER] at least fifteen days prior written notice. In the event of termination, the City shall pay the [PROVIDER] the total value of the services of the [PROVIDER] to the final date of termination, computed in accordance with the terms and provisions of this Agreement, provided, however, that the same does not in any case exceed the maximum amount hereinbefore set forth for payment of consideration. Except as herein provided, this Agreement shall continue until the successful completion of the work and the acceptance of said work by the City.

7. ASSIGNMENT AND SUBCONTRACTING. Notwithstanding any provision of this Agreement to the contrary, [PROVIDER] shall not assign, subcontract or transfer any part or portion of this Agreement, or any responsibility hereunder, without the prior written consent of the City.

8. OWNERSHIP OF DOCUMENTS. It is further agreed by and between the parties hereto that the City shall have full, complete and absolute title to all preliminary plans, drawings, reports, cost estimates, schematic drawings, and other [PROVIDER]ural drawings and

specifications prepared by the [PROVIDER] pursuant to this Agreement, regardless of the state of completion thereof. It is further agreed by and between the parties that the City may make full and complete use of said materials so prepared for the City as it desires, and within its own discretion without any liability of any kind whatsoever to the [PROVIDER] other than payment of compensation as provided in this Agreement.

Originals of drawings, specifications, estimates, field notes and calculations prepared by the [PROVIDER] shall be and remain the property of the [PROVIDER] with the exception, however, that an electronic CAD file, an electronic PDF copy, and mylar base copy of specifications and drawings shall be provided the City, in which the City shall have full, complete and absolute title. The use by the City of the aforementioned documents, title to which is vested in the City pursuant to this paragraph, in any subsequent project in which the [PROVIDER] has not been retained, shall be at the sole risk and responsibility of the City, and the [PROVIDER] shall not be responsible to the City for any errors or omissions in respect to said materials.

9. INDEPENDENT CONTRACTOR. It is expressly understood and agreed that [PROVIDER] has been retained as an independent contractor as distinguished from an employee or agent of the City to perform the aforementioned services. [PROVIDER] acknowledges the independent contractual relationship and releases the City from any liability or obligation to make deductions or withhold for the compensation of any officer, agent or employee thereof, in respect to unemployment, income tax, disability, social security, health, pension or retirement benefits. It is expressly understood that no officer, agent or employee of [PROVIDER] shall have any City status or benefit, including health, retirement and workers' compensation benefits.

[PROVIDER] shall cover all its officers and employees where required by law with workers' compensation insurance or benefits. [PROVIDER] does hereby assume all risk to himself, his personnel, subcontractors and agents and employees thereof for personal injury or death, and all risk of property damage or loss to any property, wares, vehicles and materials from whatever sources and further releases the City, its officers and employees from any liability therefor.

[PROVIDER] certifies that he is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and he certified that he will comply with such provisions before commencing the performance of the work of this Agreement.

In the performance of this agreement, [PROVIDER] shall comply with all applicable provisions of the California Fair Employment Practices Act (California Labor Code Sections (410 et seq.) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e 217), whichever is more restrictive.

10. LIABILITY AND INDEMNIFICATION. [PROVIDER] shall indemnify the City, its officers, employees and consultants, from any claims, losses, damages, costs or expenses to

the extent that such claims, losses, damages, costs or expenses arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the [PROVIDER], its employees, consultants, or agents.

The [PROVIDER] at all times during the term of this Agreement, shall maintain and keep in full force and effect, and deposit with the City, insurance or a Certificate of Insurance which shall evidence the fact that the [PROVIDER] has in full force and effect a comprehensive personal injury and property damage policy protecting the [PROVIDER] and the City from liability in the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-: VI:

- Commercial general liability at least as broad as ISO CG 0001 (per occurrence) \$1,000,000; (general aggregate) \$2,000,000
- Commercial auto liability at least as broad as ISO CA 0001 (per accident) \$1,000,000.

Said policy shall contain a provision that the same cannot be canceled without at least thirty (30) days notice to the City thereof, unless canceled for non-payment, then ten (10) days notice shall be given and shall name the City as an additional insured.

- Worker's compensation- Statutory

Said policy shall contain a provision that the same cannot be canceled without at least thirty (30) days notice to the City thereof and shall name the City as an additional insured.

11. RESERVATION OF RIGHTS. Nothing in this Agreement shall be deemed to bind the City to any course of conduct other than its obligation hereunder to pay the [PROVIDER] for said services as rendered. It is understood that the City reserves the complete right within its discretion to reject all or any part of any design, plan, specification or recommendation made to it or submitted by said [PROVIDER], and in that regard the only responsibility of the City shall be to pay said [PROVIDER] for services as rendered. It is further understood that acceptance herein by the City of any design, plan or specification of the [PROVIDER] shall be for the purpose of compensating the [PROVIDER] only, and shall not be binding on the City as to any further course of action. The City reserves the complete right to authorize the completion and construction of any phase of the work, or to deviate from said construction plan in any degree, or to discharge the [PROVIDER] in accordance with the terms and provisions of this Agreement.

12. NOTICE. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail in an envelope bearing the proper amount of postage thereon, and addressed as follows:

TO CITY:

City of Lakewood

5050 Clark Avenue

P.O. Box 158

Lakewood, California 90712

TO [PROVIDER]:

[Company Name]
Company Address]
[City], CA [Zip Code]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF LAKEWOOD

By _____
Mayor

ATTEST:

City Clerk

[PROVIDER]

By: _____
[Provider Name]
[Company Name]

APPROVED AS TO FORM:

Steve Skolnik, City Attorney

Appendix B

Non-Collusion Affidavit

PROFESSIONAL DESIGN SERVICES FOR THE REMODEL OF THE CITY COUNCIL CHAMBERS AT LAKEWOOD CIVIC CENTER

The undersigned declares states and certifies that:

1. This Proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
2. This Proposal is genuine and not collusive or sham.
3. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
4. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Lakewood or of anyone interested in the proposed contract.
5. All statements contained in the Proposal and related documents are true.
6. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
7. I have not entered into any arrangement or agreement with any City of Lakewood public officer in connection with this proposal.
8. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

This executed form must be submitted with Scope of Work proposal.

Appendix C

Consultant's Acknowledgement of Compliance with Insurance Requirements for Agreement for Professional/Consultant Services

Consultant agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Proposal and accepts all conditions and requirements as contained therein.

Consultant: _____
Name (Please Print or Type)

By: _____
Consultant's Signature

Date: _____

This executed form must be submitted with Scope of Work proposal.

Appendix D

Certification of Proposal

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal: PROFESSIONAL DESIGN SERVICES FOR THE REMODEL OF THE CITY COUNCIL CHAMBERS AT LAKEWOOD CIVIC CENTER

- 1) Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.
- 2) By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.
- 3) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.
- 4) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
- 5) The proposal response includes all of the commentary, figures and data required by the Request for Proposal.
- 6) The proposal shall be valid for 120 days from the date of submittal.

Name of Proposer: _____

By: _____
(Authorized Signature)

Type Name: _____

Title: _____

Date: _____

This executed form must be submitted with Scope of Work proposal.

Appendix E

City plans provided for reference, as separate attachments hereto, include the following:

1. Lakewood Community Facility 1983
2. Council Chamber Media System 1983

Appendix F
Project Photographs



Continued next page

Appendix F
Project Photographs



End

RELATED LINKS:

Council Chambers - Lakewood Community Facility 1983
Council Chamber Media System 1983

<https://drive.google.com/drive/folders/1bQ9U3BuFZTNVpoDj3oBKBaiRFs7YE3TK?usp=sharing>