



CITY OF SIERRA MADRE

REQUEST FOR PROPOSAL PROFESSIONAL ARCHITECTURAL & ENGINEERING LIBRARY REDESIGN & IMPROVEMENTS

SCHEDULE OF EVENTS

POST OF RFP	December 8, 2022
JOB WALK	January 13, 2023
QUESTIONS DUE DATE	January 27, 2023
PROPOSAL DUE DATE	February 10, 2023

The City reserves the right to change the Schedule of Events without prior notice or responsibility to the Proposer. It is the Proposer's sole responsibility to check the City's website on a consistent basis for changes.

It is the proposer's sole responsibility to ensure their proposal is received on time. PROPOSALS MUST BE RECEIVED IN A TIMELY MANNER. Late proposals will be rejected regardless of circumstance.

****DO NOT REGISTER FOR THIS SOLICITATION THROUGH A THIRD PARTY****

TO PARTICIPATE IN THIS REQUEST FOR PROPOSAL, access the City of Sierra Madre Website under Request for Proposals.

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REQUIRED FORMS

- 10. ACKNOWLEDGEMENT AND SIGNATURE OF AUTHORIZATION**
- 11. STATEMENT OF NON-COLLUSION BY CONTRACTOR**
- 12. AGREEMENT FOR INDEMNIFICATION BY CONTRACTOR AND ACCEPTANCE AND
ACKNOWLEDGEMENT OF PROCUREMENT PRACTICES OF THE CITY OF SIERRA MADRE**

INTRODUCTION

This Request for Proposal (RFP) seeks qualified firms to provide architectural / engineering services for Schematic Design, Design Development, Construction Documents, and Construction Support for an existing library located at 440 West Sierra Madre Blvd.

BACKGROUND

The City of Sierra Madre, California is in the process of planning for the construction of a redesign and improvement, addition to the Library. The City of Sierra Madre has preliminarily reviewed the facility needs that need to be developed, designed and bid. The City of Sierra Madre expects to have the following features, at a minimum, incorporated into the Library: A building that fits within and responds well to the site and its community in all aspects. Consideration of both immediate and long-term goals and needs of the City of Sierra Madre and community. Focus on functionality and maintaining an attractive exterior appearance that reflects the historic feeling of the area. Use of quality materials and appropriate construction details that provide long-term durability for interior spaces. A well-designed site traffic plan that accommodates adequate parking and provides for safe entry and exit for all of the public.

SITE AND AREA DESCRIPTION

The project site is located at 440 West Sierra Madre Blvd. The property is presently Zoned Light Commercial and Residential. The property includes a primary parcel containing approximately 1.2 acres, of which 15,000 sq. ft. is available for use for the Library building.

Architectural cues could/should be taken from this development when finalizing the architectural style for the library building. If the interested firms do not have library building experience in house, then interested architectural teams may wish to consult with firms that have experience restoring or designing library buildings to assist with creation of design schematics for this “new/old” library building concept.

SCOPE OF SERVICES

Architectural and engineering services shall consist of all items of work necessary for verification of building program, site planning, exterior schematic design, city review, design development, City development review, construction documents, plan submittal, contract documents, and construction administration for an approximately 15000 square foot

Library. The architect selected for this project will peer review a completed conceptual program and finalize the building program.

The following list of tasks for the Architectural Firm to perform including but not limited to:

- Complete Architectural design services.
- Site planning for the proposed library.
- Schematic Exterior Design using architectural styles consistent with the City's General Plan.
- Determine surface parking and landscape requirements.
- Submittal of the schematic design to the Planning Department for review.
- Submittal of the approved Design Development package to the City Planning Commission and City Council for approval.
- Assistance in the preparation of documents and exhibits to facilitate environmental review.
- Management of all engineering and specialty consultants in accordance and collaboration with City Public Works / Engineering Department.
- Site Surveyor
- Mechanical Engineering
- Electrical Engineering
- Architecture Firms Technology consultant responsible for coordination with City's IT department on all low voltage requirements. Signage consultant to design turnkey signage package for informational, directional, site, and fire and life safety signage.
- Structural Engineering including Seismic Analysis.
- Lighting consultant/engineer for both interior and site lighting.
- Acoustical consultant to mitigate excessive site noise.
- Grading, Drainage and LID Plan including geotechnical data and surface run-off calculations.
- Plumbing Engineering and design
- LID Building Design
- Saving by Design process, sustainability, team collaboration, and energy efficiency.
- Landscape Architectural design services.
- Selection of interior and exterior materials, finishes, and fixtures (subject to City approval).
- Interior Design Services.

DETAILED TASK BREAKDOWN

Describe the time schedule for each proposed task and subtask. Indicate proposed work periods, milestones, and proposed completion dates, as well as anticipated meeting periods. The proposal shall show a lump sum cost estimate for each task identified with a breakdown. In addition, sub-consultants should be identified in the scope of work. Provide cost estimate for each subtask by classifications, providing hourly billing rates for personnel, with the estimated total based on hourly estimates. The estimate shall include all clerical, administrative, and support functions. The cost estimate shall include provisions for meeting with the agency to report progress of the work.

Task 1: Overall Project Management - Pre-Design

Task 2: Schematic Building Design and Preliminary Site Design

Task 3: Design Development

Task 4: Construction Documents and Plan Review

Task 5: Construction Documents and Plan Check Submittal

Task 6: Construction Documents 100% Complete

Task 7: Bidding

Task 8: Construction Administration and Support

Task 9: Post-Occupancy Review

Task 10: Additional Tasks to Consider

PROPOSAL CONTENT/FORMAT

The architect shall submit a Technical Qualifications Proposal and a Detailed Cost Proposal. The two proposals should be provided in a sealed envelope and marked on the outside of the envelope "LIBRARY PROPOSAL" - with the name of the firm. One (1) hard copy and one (1) electronic copy, preferably via thumb drive, of the Proposal are required.

Submit proposals to:

City of Sierra Madre
232 W. Sierra Madre Blvd. Sierra Madre, CA 91024
Attention: Laura Aguilar
City Clerk / Deputy City Manager

PROPOSALS MUST BE RECEIVED BY THE CITY NO LATER THAN 3:00 P.M., ON FRIDAY, FEBRUARY 10, 2023.

COST PROPOSAL CONTENT

The Architect shall provide a separate fee proposal for the requested services. The actual dollar fee paid to Architect shall be fixed. The architect's cost proposal shall also include all fees to be paid to the Architect's consultants.

In addition to the fixed fee for the project, the architect shall provide a schedule of hourly billing rates for the various levels of staff who may participate in the project, should the need for extra services arise. No additional markup will be allowed on fees quoted. The cost proposal shall be submitted with the Technical Qualifications Proposal in a separate, sealed envelope marked "LIBRARY- COST PROPOSAL", with the architectural firm name. One (1) hard copy and one (1) electronic copy of the cost proposal, preferably via thumb drive are required. It is ok to submit one thumb drive to include the Technical Qualifications and Cost Proposal. Please clearly mark files on thumb drive.

Payments to the architect shall be made on a monthly basis and shall be in proportion to services performed. The architect shall not be reimbursed for travel expenses associated with work on this project unless the City specifically authorizes certain out-of-town travel. Travel to City offices, the project site, material manufacturers, and jurisdictional agencies are not considered "out of town" travel.

Travel, phone calls, faxes and delivery charges are to be included in the contract price. All prints and reproduction charges for documents used by Architect and their consultants for their "in house" use are to be included in the contract price. Electronic copies of any prints are preferred for City check sets, progress sets and all plans required for City plan checks. If paper copies are needed they will be requested specifically by the City and will be considered reimbursable expenses. All reimbursable expenses shall require prior authorization from the City.

DESIGN REQUIREMENTS

The building design shall conform to the latest edition of the California Building Code, California Mechanical and Plumbing Code, California Electrical Code, California Energy Regulations, the American with Disabilities Act for accessibility. Site work shall conform to the latest edition of the Standard Specifications for Public Works Construction.

PROPOSAL EVALUATION AND SELECTION

All proposals properly received before the aforementioned date and time will be evaluated by a Review Committee. The following criterion will be considered:

- Overall quality of the proposal including the firm's understanding of the project and the Architect's approach and methodology for the project.
- Architect's Responsiveness to RFP elements including schedule, tasks and budget.
- Architect's understanding of the site conditions.
- The relevant experience of the firm.

- The Architects experience related to LEED certification.
- Architect's proposed technical consultants.
- Any stated exceptions to the City's proposed contract for services.

Maximum consideration for this criterion will be given to those firms that demonstrate library or government building work in a residential, downtown or business district. The firms will be ranked and interviews will be scheduled with the top-ranked firms, as deemed necessary.

The firm selected as the most qualified to provide the requested services will be invited to negotiate a final Agreement. If an agreement is not reached, negotiations may be terminated and commenced with the next most qualified firm. The City reserves the right to conduct additional interviews after the cost proposals are opened. Careful attention to the provisions included in this solicitation, particularly the use of creative energy conservation and maintenance efficiency measures will be given consideration. The City reserves the right to negotiate the specific requirements and costs using the selected proposal as a basis. The City reserves the right to reject any or all proposals at its sole discretion. The City is not liable for any costs incurred by the architect or their consultants in preparing the proposal.

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GENERAL PROPOSAL TERMS AND CONDITIONS

Contract Requirement - The architect to whom the contract is awarded shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by electronic mail to the architect at the e-mail address given in the proposal. The contract shall be made in the form adopted by the City and incorporated in this RFQ/P. The architect warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all applicable federal, state, county, and City laws, ordinances, statutes and regulations.

Contract Assignment - The architect shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract, to any individual or business entity of any kind without prior written consent of the City.

Non-Discrimination - In the performance of the terms of this contract, the architect agrees that it will not engage in, nor permit such subcontractors as it may employ to engage in, discrimination in employment of persons because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status; or any other basis protected by applicable federal, state, or local law, except as provided in Section 12940 of the Government Code.

Communications Regarding RFQ/P - If a firm is in doubt as to the meaning or intent of any part of the RFQ/P, or discovers discrepancies in or omissions from the RFQ/P, it may submit a written request for an interpretation or correction thereof to Arnulfo Yanez, Deputy Director of Public Works - City of Sierra Madre. Interpretation or correction of the RFQ/P shall be made only by addendum duly issued by the Deputy Director. A copy of any such addendum will be mailed or

delivered to each person receiving the RFQ/P, and such addendum shall be considered a part of the RFQ/P and shall be incorporated therein. All timely requests for information submitted in writing will receive a written response from the City. Telephone communication with members of City staff is not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City.

Payment Terms - The City's payment terms are 30 (thirty) days from the receipt of an original invoice and City acceptance of the quantity and quality of the services being billed. City reserves the right to delay any post-termination payment until completion or confirmed abandonment of the project, as may be determined in the City's sole discretion, so as to permit a full and complete accounting of costs.

Ownership of Reports and Data - The originals of all studies, reports, exhibits, documents, data and/or other work material(s) prepared and/or used to comply with any section/condition of this RFQ/P, including any copies of same required by the agreement to be furnished to the City, shall be public records, which shall be open to inspection by the public and shall become and remain the property of the City.

Modification or Withdrawal of Submittals - Any proposal received prior to the date and time specified for receipt of proposals may be withdrawn or modified by written request of the architect. To be considered, however, the modified proposal must be received by the time and date originally specified.

Property Rights - Proposals received within the prescribed deadline become the property of the City and all rights to the contents therein become those of the City.

Confidentiality - Prior to award of the contract, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract, or if not awarded, after rejection of all proposals, all responses will be regarded as public records and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

Amendments to RFQ/P - The City reserve the right to amend the RFQ/P by addendum at least 5 (or 7) days prior to the final proposal submittal date.

Non-Exclusive Contract - The City reserves the right to contract with other firms during the contract term or to issue multiple contracts for individual aspects of the project as may deemed in the best interests of the City.

Non-Commitment of City - This RFQ/P does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal responding to this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm, or to modify or cancel in part or in its entirety the RFQ/P, if it is in the best interest of the City to do so.

Public Domain - All products used or developed in the execution of any contract resulting from this RFQ/P will remain in the public domain at the completion of the contract.

Termination - The City reserves the right to terminate the agreement, once executed, upon thirty (30) calendar days written notice to the Architect. Architect may terminate the Agreement with thirty (30) days written notice for City's breach only.

Conflicts of Interest – The architect agrees to promptly notify City whenever a client or consultant has an interest in any project referred to Architect for professional services. In particular, architect shall disclose any financial interest or relationship with any construction company that might submit a bid on the resulting construction project. Such project may be withdrawn by the City, with no compensation due, if the consultant has a conflicting interest.

Conflict of Interest Disclosure - In accordance with California Government Code Section 87306, the architect awarded a contract may be required to file a Conflict of Interest Statement, Form 730. If such a requirement is made, the filing must be no later than thirty (30) days after the execution of the contract, annually thereafter prior to April 1st of each year for the duration of the contract, and within thirty (30) days of termination of the contract. Failure to file any required statements will result in withholding payment for services rendered.

Inspections - City reserves the right to inspect the work being done by architect and/or the architect's subcontractors at any time.

GENERAL PROPOSAL TERMS AND CONDITIONS

Contract Requirement - The architect to whom the contract is awarded shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by electronic mail to the architect at the e-mail address given in the proposal. The contract shall be made in the form adopted by the City and incorporated in this RFQ/P. The architect warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all applicable federal, state, county, and City laws, ordinances, statutes and regulations.

Contract Assignment - The architect shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract, to any individual or business entity of any kind without prior written consent of the City.

Non-Discrimination - In the performance of the terms of this contract, the architect agrees that it will not engage in, nor permit such subcontractors as it may employ to engage in, discrimination in employment of persons because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status; or any other basis protected by applicable federal, state, or local law, except as provided in Section 12940 of the Government Code.

Communications Regarding RFQ/P - If a firm is in doubt as to the meaning or intent of any part of the RFQ/P, or discovers discrepancies in or omissions from the RFQ/P, it may submit a written request for an interpretation or correction thereof to Arnulfo Yanez, Deputy Director of Public Works, City of Sierra Madre. Interpretation or correction of the RFQ/P shall be made only by addendum duly issued by Deputy Director of Public Works. A copy of any such addendum will

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Amendments to RFQ/P - The City reserve the right to amend the RFQ/P by addendum at least 5 (or 7) days prior to the final proposal submittal date.

Non-Exclusive Contract - The City reserves the right to contract with other firms during the contract term or to issue multiple contracts for individual aspects of the project as may deemed in the best interests of the City.

Insurance – See sample Agreement document for insurance requirements.

Non-Commitment of City - This RFQ/P does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal responding to this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm, or to modify or cancel in part or in its entirety the RFQ/P, if it is in the best interest of the City to do so.

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Termination - The City reserves the right to terminate the agreement, once executed, upon thirty (30) calendar days written notice to the Architect. Architect may terminate the Agreement with thirty (30) days written notice for City's breach only -(See Sample Agreement – Appendix III).

Conflicts of Interest – The architect agrees to promptly notify City whenever a client or consultant has an interest in any project referred to Architect for professional services. In particular, architect shall disclose any financial interest or relationship with any construction company that might submit a bid on the resulting construction project. Such project may be withdrawn by the City, with no compensation due, if the consultant has a conflicting interest.

Conflict of Interest Disclosure - In accordance with California Government Code Section 87306, the architect awarded a contract may be required to file a Conflict of Interest Statement, Form 730. If such a requirement is made, the filing must be no later than thirty (30) days after the execution of the contract, annually thereafter prior to April 1st of each year for the duration of the contract, and within thirty (30) days of termination of the contract. Failure to file any required statements will result in withholding payment for services rendered.

Inspections - City reserves the right to inspect the work being done by architect and/or the architect's subcontractors at any time.

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to the beginning of and throughout the duration of Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet requirements set forth here, Consultant agrees to amend, supplement, or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than

\$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability for each such person.

Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to the City for injury to employees of Consultant, sub consultants, or others involved in the Work. The scope of coverage provided is subject to approval by the City following receipt of proof of insurance as required herein. Limits are subject to review.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Best's rating of A- or better and a minimum financial size of VII.
