



Request for Proposals

Design and Architectural Services for Malibu City Hall

INTRODUCTION

The City of Malibu seeks a qualified consultant to provide design services for the renovation of an existing 35,000 square foot building recently purchased by the City. The effective project area is approximately 20,000 square feet divided on two floors.

BACKGROUND

Malibu is a general law city incorporated in 1991 with a present population of 13,700 operating under the City Council/City Manager form of government. The City covers approximately 22 miles along the coast and offers a full range of municipal services.

In June of 2009, the City purchased a building located at 23825 Stuart Ranch Road. The City intends to relocate its city hall in the new building. The building is an existing two-story space built in 2000 and was most recently a performing arts center and mixed-use office space. The City intends to leave portions of the performing arts center, including, but not limited to, the auditorium, and recording studio, with the remainder of the building to be redesigned as a functional city hall and senior center.

PROJECT INFORMATION

Building Size:	37,359 total square feet 35,152 useable square feet
Project area:	Approximately 20,000 square feet
Lot Size:	265,280 square feet / 6.09 acres

PROJECT GOALS

The City of Malibu is seeking an experienced, qualified architectural firm to provide design and construction administration services for the building remodel of a new city hall.

The City's schedule is to have plans and specifications ready for contractor bidding by January 2010 and construction completion as soon as possible thereafter.

SCOPE OF SERVICES

The City requires architectural services to prepare facilities analysis, including review of all systems, Title 24 and ADA renovations required.

The selected consultant will prepare construction plans and specifications for all

improvements to the site including, but not limited to, site utilities, electrical, plumbing, wastewater management, security, paging, fire life safety, building envelope, HVAC systems, phone/data/audio visual systems, as well as an exterior and interior signage program. Plumbing revisions/additions and modifications to the building core may be required.

The building was used as a state-of-the-art video production, recording studio and new media facility. The city desires to leave the Performance Area (1st floor), the Lighting Room (2nd floor), the Recording Studio (2nd floor) and the Banquet Room (2nd floor) as is (See floor plans attached as Exhibit B). The selected consultant will need to provide expertise on maintaining these functions of the facility concurrent with city hall functions.

Space Needs Assessment

The city has approximately 75 employees at city hall. The selected consultant will interview necessary staff and apply professional knowledge and standards to determine current and future space needs for the following:

1. City Council offices
2. City Council Chambers
3. City Manager
4. City Clerk
5. Emergency Operation Center
6. Administrative Services
7. Information Systems
8. Telecommunications
9. Public Works
10. Parks and Recreation
11. Public Counter
12. Environmental and Community Development
13. Senior Center and community programming
14. Meeting/conference rooms
15. Common areas
16. Storage

The firm will then assist the City in the selection and procurement of the FF&E on a fee basis only.

PROPOSAL REQUIREMENTS

Proposals should not include any materials to be returned to the Architect and should be a concise statement. Each proposal must include the following information:

1. Organization, Credentials and Experience. Provide a summary of the consultant's qualifications, listing credentials and related past experience, particularly that relating to municipal building design and renovation experience.

Selected consultant should have experience in the design and renovation of city halls and municipal buildings. Priority consideration will be given by the City to

those firms whose lead architect has substantial municipal building design experience.

- a. Provide a list of the firm's five (5) most recent city hall projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons which the City can contact.
 - b. Provide a list of the firm's five (5) most recent similar renovation projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons which the City can contact.
2. LEED Projects: Provide a list of the firm's three (3) most recent LEED projects (of any level) completed including the names, titles, addresses, and telephone numbers of the appropriate persons which the City can contact.

The City desires to include as many sustainable building elements as permitted by the budget. Consideration will be given to firms with extensive LEED project experience.

3. Understanding of the Scope of Work/Project. Provide a narrative of the Consultant's understanding of the Scope of Work and proposal to complete the project.
4. Consultant Staff. Describe the size of your firm; indicate the principal, company official, project manager, as well as other personnel who will be assigned to the project. Submit a background of their qualifications, education, and representative experience. Indicate your ability to staff the project and how you will ensure the availability of the proposed team members to work on the project through completion. Priority consideration may be given by the City to those firms whose staff have comparable municipal building design experience.
5. Sub-consultants. Submit a list of the sub-consultants who will be used on the project, including individuals who will work on the project, their background, education, and representative experience. Include an organization chart depicting the organization concept and the roles of each firm. Sub-consultants should include, at a minimum, those necessary to provide for a complete project. Priority consideration may be given by the City to those firms whose sub-consultants have comparable municipal building design experience.
6. Design Schedule. The Request to Proposal must include a schedule for the completed design work to be accomplished within a time frame acceptable to the City. The schedule shall include an estimate for the total person-hours required to complete each task.
7. Compliance: A written statement that the Consultant shall comply with the California Labor Code. Pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively.

8. Copeland Antikickback Act: A written statement that the Consultant shall comply with the Copeland Antikickback Act (18 USC 874 C) and the implementation regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
9. Litigation. Firms are required to list past, current, or pending litigation resulting from professional services rendered over the past five years. If a court or an arbitrator rendered a decision, state the results.
10. References. Provide a minimum of three references for current or recent projects within the last two years of similar scope and content.
11. Fees. **Under Separate Cover**. The responder shall provide a copy of the Consultant's hourly rate schedule and a total fee schedule with cost for each milestone. The responder shall also provide a written statement that said hourly rate schedule is part of the Consultant's quote for use in performing extra work incurred that is not part of this RFP.

APPLICATION PROCEDURE

Registration: Interested parties must notify the City of Malibu via email at rfeldman@ci.malibu.ca.us of their intent to propose no later than July 6, 2009. Failure to notify may result in missed notification of any RFP addendums.

Building Tour: There will be a **mandatory** pre-proposal meeting on Wednesday, July 8, 2009 at 10:00 a.m. in the 1st floor Performance Center at 23825 Stuart Ranch Road, Malibu, CA 90265. Failure to attend this meeting may be cause for disqualification of a proposal. The building is not open to the public. No entry will be given other than on July 8, 2009.

Clarifications: The City will respond to any requests for clarification to the Request for Proposal in RFP Addendum(s) as needed. Inquiries should be directed by email only to rfeldman@ci.malibu.ca.us. No verbal requests will be accepted. All requests for clarification must be received by July 10, 2009.

Professional Services Agreement: The City has provided a copy of the Agreement for Professional Services (Exhibit A). Please review this agreement and provide the City with a written statement of your firm's ability to accept the terms of the agreement.

Submission Requirements: In conformance with Qualification Based Selection (QBS), proposals must be submitted in a sealed envelope, addressed to the City of Malibu at the address listed below. The sealed envelope containing a Proposal must be plainly marked on the outside as "City Hall Renovation" and Proposer's name and address. If proposals are submitted in more than one envelope, each envelope shall be marked as above, and numbered "1 of XX", etc.

Consultant's fee schedule and reimbursable costs shall accompany the proposal but must be in a separate sealed envelope clearly marked "Cost Proposal". Only one (1)

copy of the cost proposal is required.

Please submit six (6) copies of your proposal to:

Reva Feldman, Administrative Services Director/Assistant City Manager
City of Malibu
23815 Stuart Ranch Road
Malibu, CA 90265

All proposals are due no later than **4:00 p.m. on Friday, July 17, 2009.**

Response Preparations: No reimbursement will be made by the City for costs incurred in the preparation of the response to this Request for Proposal. Submitted materials will not be returned and become the property of the City of Malibu.

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of _____, 2009, by and between the City of Malibu (hereinafter referred to as the "City"), and _____ (hereinafter referred to as the "Consultant").

The City and the Consultant agree as follows:

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this agreement.

B. The City desires to contract out for consulting services for certain projects relating to _____.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This agreement will become effective on _____, 2009 and will remain in effect for a period of ____ years from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.]

3.0 CITY AGENT. The _____, or his/her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the _____, or his/her designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule "The cost of services shall be \$_____ per month in addition to pre-approved out of pocket expenses." No additional compensation shall be paid for any other expenses incurred, unless first

approved by the _____ or his/her designee.

4.1 The Consultant shall submit to the City, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other

party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

(a) Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(b) Comprehensive general and automobile liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:

1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) Contain a clause substantially in the following words:
"It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."

5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

6.5 Indemnification. Consultant agrees to hold harmless, indemnify and defend the City, its employees, agents and affiliates, for any and all loss or liability of any nature whatsoever arising out of or in any way connected with Consultant's performance of this agreement, including loss or liability caused by the City's negligence, except loss or liability caused by the City's sole willful conduct or active negligence.

6.6 Compliance With Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor, and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and

the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an Agreement which shall be binding upon all parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

6.16 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.17 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Reva Feldman
ASD/Assistant City Mgr.
City of Malibu
23815 Stuart Ranch
Road
Malibu, CA 90265-4804
TEL (310) 456-2489
FAX (310) 456-3356

TO CONSULTANT: [Name]
[Title]
[Company]
[Address]

[City, State Zip Code]
TEL [phone number]
FAX [fax number]

6.20 Warranty Of Authorized Signatories. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.

7.0 GENERAL TERMS AND CONDITIONS. (City and Consultant initials required at either 7.1 or 7.2)

7.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair

Political Practices Commission Regulation 18701(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials _____

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a)(2)(A) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials _____

This Agreement is executed on this ____ day of _____, 2009, at Malibu, California, and effective as of _____.

CITY OF MALIBU:

JIM THORSEN, City Manager

ATTEST:

LISA POPE, City Clerk
(seal)

CONSULTANT:

By:
Title:

APPROVED AS TO FORM:

CHRISTI HOGIN, City Attorney

EXHIBIT B



