



REQUEST FOR PROPOSALS (RFP)

for

**ARCHITECTURAL / ENGINEERING SERVICES FOR
THE CORNER LOT PARK DEVELOPMENT PROJECT**

PW 24-08

CITY OF LAKEWOOD

PUBLIC WORKS

March 18, 2024

TABLE OF CONTENTS

1. SECTION ONE – ADMINISTRATIVE INFORMATION

A. City Contacts	1
B. Included Exhibits	1
C. Due Date	1
D. Schedule of RFP Events	1
E. Access to Site	1

2. SECTION TWO – PROJECT OVERVIEW

A. Services Requested	2
B. Budget and Schedule	2
C. Project Location	3
D. Project Concept Designs	4

3. SECTION THREE – SERVICES & SCOPE OF WORK

A. Proposed Scope of Improvements	7
B. Project Management	8
C. Standards, Submittals, and Reviews	9
D. Project Phases	10
E. Phase 1 – Conceptual/Schematic Design Phase & Deliverables	10
F. Final Design Phase & Deliverables	12
G. Construction Documents, Permitting, and Bid Phases	16
H. Design Services During Construction and Commissioning	16
I. Post Construction Completion Services	17

4. SECTION FOUR – PROPOSAL SUBMITTAL REQUIREMENTS

A. Submittal Format	18
B. Content	18
C. Instructions	19

5. SECTION FIVE – EVALUATION CRITERIA

6. SECTION SIX – CONTRACT

SECTION 1 - ADMINISTRATIVE INFORMATION

A. City Contacts

For RFP and other facility-related questions, please contact:

Name: Mark Lewis, PE
Title: Consultant Project Manager
Phone: 949.677.0391
Email: mlewis@ardurra.com

AND (During RFP Phase)

Name: Dino D'Emilia
Title: California Public Works Practice Director
Phone: 949.348.1017
Email: ddemilia@ardurra.com

AND

Name: Sam Chambers
Title: City Project Manager
Phone: 562-712-9955
Email: schambers@lakewoodcity.org

B. Included Exhibits

Location Site Map
Preliminary Conceptual Park Improvement Plans
Sample Professional Services Agreement

C. Due Date

Proposals must be submitted by 12:00 Noon on April 19, 2024.
See "Instructions" in the Submission Requirements section of this document for details.

D. Schedule of RFP Events

Request for Proposal Issued	March 18, 2024
Deadline for Submission of Questions	April 5, 2024
Response to Questions Published	April 12, 2024
Proposals Due	April 26, 2024
Interviews with Short-List (30-minute presentation w/30 minute Q & A)	May 15, 2024
City Council Approval	June 18, 2024
Notice to Proceed	July 1, 2024

E. Access to Site

Site access is generally available as the site is open to the public. Any specific access that requires staff assistance can be provided with three (3) business days advanced notice throughout the duration of the project during the normal working hours from 7:30 AM to 5:30 PM, Monday through Thursday and 7:30 AM to 4:30 PM alternate Fridays. Schedule with Sam Chambers (schambers@lakewoodcity.org) (562) 866-9771, Ext. 2505.

SECTION 2 - PROJECT OVERVIEW

The City of Lakewood desires to develop the “Corner Lot” into a community focal point for passive use, community gatherings and events, farmer’s markets, special venue events, and other potential similar uses. Some of the inspiration for the vision for development of this site is based upon Roseville, CA City Hall and Civic Center.

A. Services Requested

The City of Lakewood is requesting proposals from professional Architectural / Engineering Firms (hereinafter referred to as “CONSULTANT”) with experience in consensus driven design development, community collaboration, preparation and presentation of design development concepts, CEQA documentation for project clearance, preparation of design plans and construction documents, and design support during construction and commissioning. The successful responding team will be led by a Registered Architect and/or Registered Civil Engineer with significant focus on the selection of the team that provides a strong civil engineering firm with proven, successful experience in either leading or supporting projects of similar scope and size.

The work shall be performed in accordance with all latest applicable codes, standards, and regulations.

In general, the CONSULTANT will be required to:

- Develop project documentation necessary to manage the design and bid package process
- Establish and update time schedules for the completion of document milestones and coordinate these with Consultant and City’s PM (hereinafter referred to as PMs) where work is contingent upon City input
- Regularly monitor the time expended and quantities and quality of work performed by Consultant staff and sub-consultants
- Submit a proposed list of Deliverables for PM’s review and approval
- Provide Conceptual design and schematic design, design development, and related support services
- Provide cost estimates, including appropriate levels of contingency at each stage of the design development process.
- Present, receive input, and answer questions about concept level renderings of the proposed project at three (3) community meetings, one (1) Community Services Commission meeting, and two (2) City Council meetings.
- Prepare for certification a complete CEQA clearance document that addresses, among others, impacts on traffic, circulation, parking, and the killedeer bird species known to be present on site.
- Construction documents, including complete plans and specifications adequate for a competitive bid process, regulatory permitting, and bid phase support
- Design support services during construction and commissioning.

B. Budget and Schedule

The City has established a preliminary budget of \$4-5 million for construction. The project will be entirely funded using City General Funds; however, the selected CONSULTANT shall propose/identify potential grant opportunities for the City to pursue to supplement the project budget . The selected CONSULTANT will work with the City’s team to validate, update and adjust the project budget and schedule through all phases of the design and regulatory permitting processes.

C. Project Location

Project Address: 4900 Clark Ave, Lakewood, CA 90712

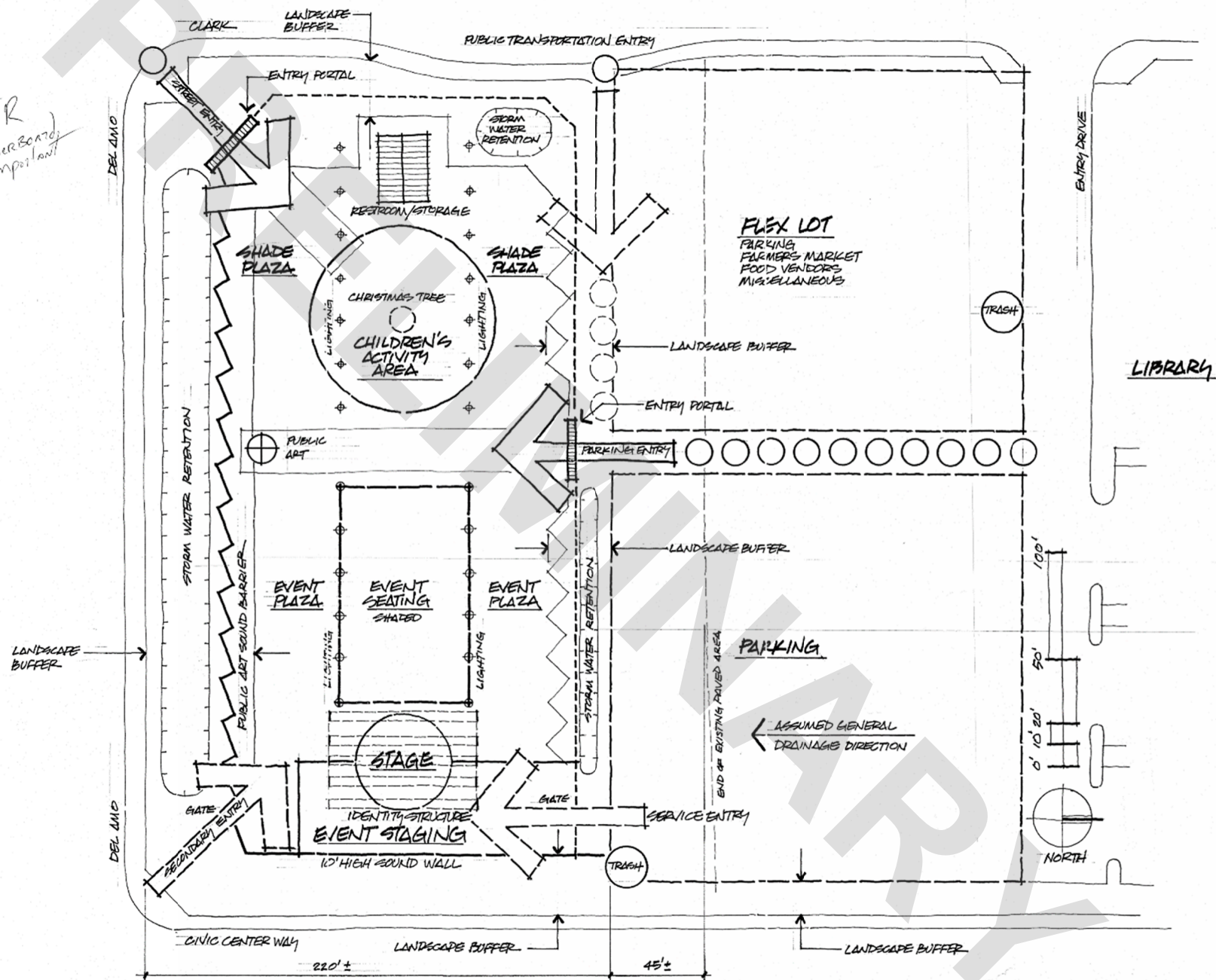
The existing lot is located on the northeast corner of the intersection of Del Amo Blvd and Clark Ave in the City of Lakewood. It is bound by a parking lot and the Angelo M Iacoboni Library to the north, Civic Center Way to the east, Del Amo Blvd to the south, and Clark Ave to the west.

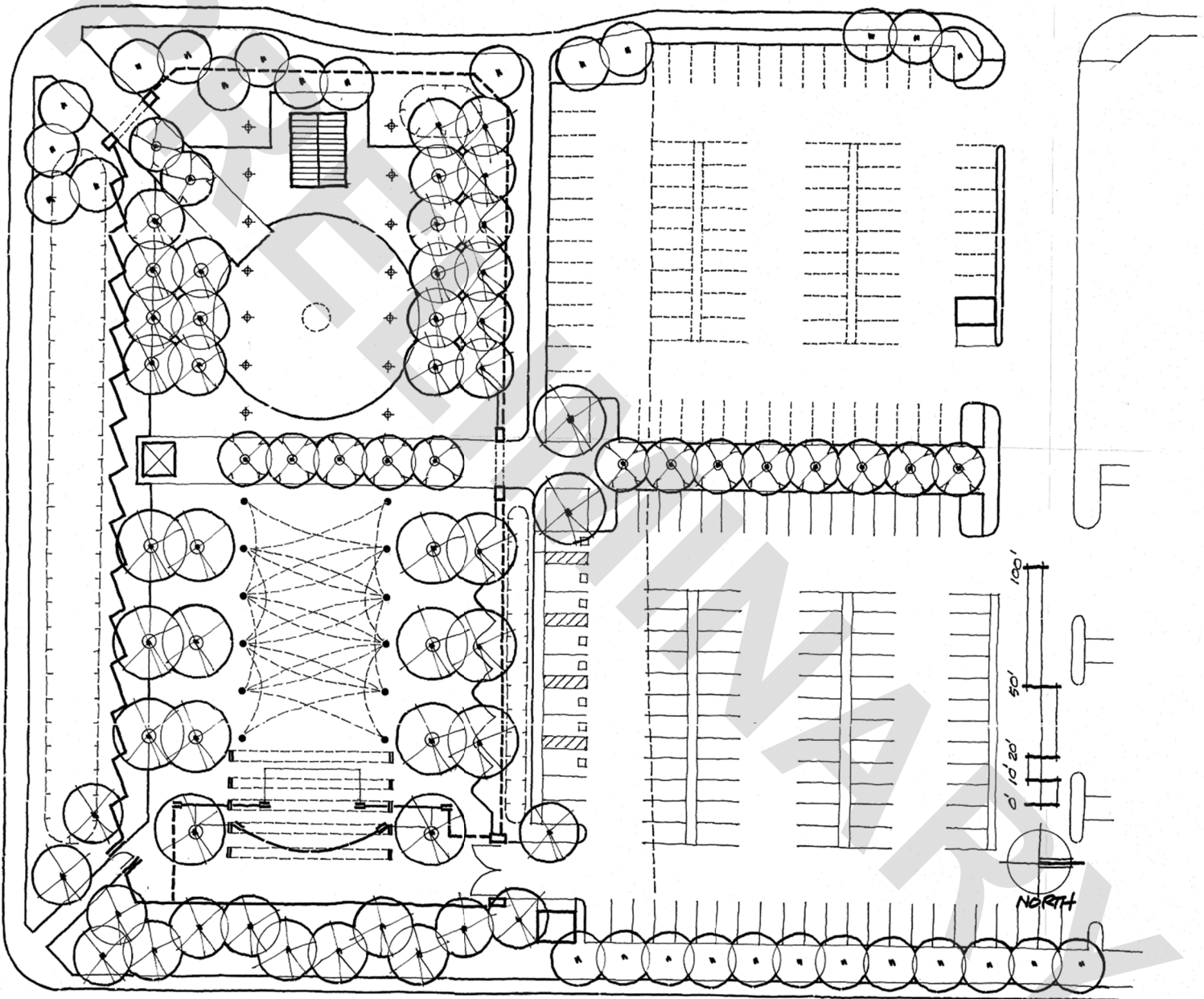
The Respondents to this RFP are encouraged to review the City of Lakewood website at www.lakewoodcity.org to gain a better understanding of the City's setting, character, and mission.



D. Project Concept Designs

City's Architect, Randy Meyer, developed concept design drawings that have been generally accepted by the City Council as the direction for development of the Corner Lot Park Project. Those concept drawings are included below:





SECTION 3 - SCOPE OF WORK & SERVICES

A. Proposed Scope of Improvements

Desired facilities include the following:

- Public Restroom: to be sized per code and “City operational requirements” which in envisioned to be five (5) fixtures per sex and one unisex. The City may consider premanufactured facilities.
- Storage facility approximately 300-500 SF near or attached to the restroom building. Sizing to be balanced with amenities to be stored on-site versus offsite utilizing rental for larger events.
- Trash Enclosure appropriately sized for the various waste streams and situated near the storage and restroom facilities discretely placed
- Children’s activity area – passive play area with mounds, low impact activity elements (no playground equipment)
 - Incorporate provisions for City Christmas Tree (40’ – 50’ tall) in the middle of the play area and accommodations for other Christmas elements (Santa’s Sleigh, etc.)
- Stage / performance area
 - Raised stage area, consider sloping up / down to avoid railings / fall hazards
 - Architectural open frame arch structure Stage area that can accommodate portable stage setup that is either simple or more elaborate for larger name venues. Poles or structure to provide iconic LED lighting network (programmable). Back of stage to include a back drop screen
 - Audience area to be developed with consideration for multi-use and/or passive use utilizing turf.
 - Shade sails w/string lights for shading on audience area. Shade sails to be removable when not needed. Columns to provide opportunities for light show
 - Integrated sound system that is programmable to the entire park or can be limited to certain sections.
- Grand Entry with gateway arch / architectural treatment and contoured changeable digital message board at the corner of Del Amo and Clark (Ex. Farmers & Merchant’s Bank)
- Grand Entry with gateway arch for Parking Lot Entry
- Parking area to accommodate as many parking spaces as possible with the most efficient and effective circulation plan. This should also account for farmer’s markets and/or special events parking
- Service Entry behind stage to be cordoned off
- 30’-40’ landscape buffer around entire project
- 10’ Soundwalls behind stage and decorative/artistic soundwall with Public Art on Del Amo side
- Desire to include perimeter access controls for entire park for use in providing for private events such as weddings
- Flex lot – capable of hosting farmers market, food vendors / gourmet food trucks, parking lot
- Main parking lot- repave (R&R) entire lot (portion is owned by LACO)
- All facilities to be ADA accessible and compliant with current codes, energy efficient, water use efficient, LID and water quality/runoff compliant, and low maintenance
- Additional amenities
 - Hydration station(s)
 - Free WiFi throughout the park
 - Quick connects for water connections
 - Electrical and water connections for food trucks in flex parking area
 - Electrical outlets with separate circuit for public throughout the park with timer
 - Flag poles near stage and/or focal point area. Lighting to be provided to allow for flags to be flown around the clock

B. Project Management The A/E CONSULTANT shall establish a project organization team to manage the Services and shall coordinate and administer all services performed by it and its sub-consultants. Such management activities and controls shall include, but not necessarily be limited to the following:

- Develop project documentation necessary to manage the conceptual design, architectural and engineering design, and development of a complete bid package
- Establish and update time schedules for the completion of document milestones and coordinate these with City where work is contingent upon City input
- Regularly monitor the time expended and quantities and quality of work performed by A/E CONSULTANT staff and sub-consultants
- Submit a proposed Deliverables list for PM's review and approval at the start of each phase

Project Point of Contact: The A/E CONSULTANT shall designate to the PMs, a primary contact person ("Primary Contact") who will be the responsible point of contact for coordination of the Services with the PM throughout the duration of the Project. The A/E CONSULTANT shall also designate key staff for each of design disciplines. No changes to the Primary Contact or key staff will be allowed during the course of this project without prior consent and review by the City. If changes must be made to the Primary Contact or any key staff due to unavoidable circumstances, the A/E CONSULTANT shall submit the name(s) of the proposed substitute person(s) and related statements of professional qualifications to the PMs in writing for approval by the City. As the Services progress, PMs will participate in the creative aspects of the project. PMs reserve the right periodically to review the work in progress, provide creative input, and generally assist in resolving design issues

A/E CONSULTANT's Responsibilities: A/E CONSULTANT's responsibilities include providing the management, organization, resources and talent to achieve the design, budget, coordination and scheduling goals of this Project. Those responsibilities include, but are not limited to:

- Research
- Meetings, including submitting meeting minutes after every meeting, indicating what transpired during the meeting and any decisions made in the discussion
- Direction of the work of A/E CONSULTANT's personnel and sub-consultants
- Document control services for the A/E CONSULTANT and sub-consultant team
- Coordination with PMs and/or other City Consultants
- Coordination with City Vendors and/or other Project stakeholders

City Consultants: PMs may retain other consultants/vendors under separate direct contract. A/E CONSULTANT shall cooperate and coordinate its work with all PMs consultants, which may include any of the following:

- Environmental / Entitlements / California Environmental Quality Act (CEQA)
- Project Management
- Construction Management
- Materials / Soils Deputy and/or Special Inspection and Testing
- Hazardous Materials Testing / Monitoring
- Labor Compliance
- Project / Documents Controls System Providers

A/E Contract Progress Monitoring and Reporting: The A/E CONSULTANT shall submit a monthly progress report with an updated detailed schedule and budget trend / budget balance detailing the current contract, invoicing to date, work in progress since latest invoice, current contract balance and projected budget balance trend. Any issues that may impact the budget shall be identified in each report. Reports shall be submitted with each invoice.

C. Standards, Submittals, and Reviews

Milestone Reviews: PMs will conduct periodic and milestone in-progress reviews of A/E CONSULTANT's design and engineering at the dates and times identified in the approved project schedule. During Phase 1, City may assign one or more points of contact of its own to each major area and/or discipline of the project to coordinate input and creative direction from City. These individual points of contact may be certain subject matter experts and/or have approval authority over certain aspects of the design and will work through the PMs for coordination. Informal periodic review meetings and design workshops may be scheduled by PMs to facilitate the resolution of design issues.

- Formal reviews and progress submittals will be required, at a minimum, at the completion points for Phase 1. Review meetings may be broken into separate. Progress submittals and/or all other documents that are required to perform the Phase I Services for this Project will be reviewed and returned with comments at periodic scheduled reviews with the A/E CONSULTANT and its appropriate key staff and sub-consultants. After receipt and review, City's comments, project team stakeholders comments, and/or PM's comments, will be incorporated into the next scheduled submittal.
- In addition to the formal reviews and progress submittals, informal progress design review meetings or conference calls covering one or more disciplines may be held when deemed necessary by the PMs.

Document Standards: All documents will be prepared using the latest version of AutoCAD in accordance with the National CAD Standards (NCS).

Codes: The A/E CONSULTANT shall verify code compliance of the design with all applicable rules, regulations, codes, orders and/or laws applicable to and/or affecting the Project in any way including, without limitation, those of the agencies of the City, County, State or other review authority.

Project Team Collaboration Portal / Project Controls: The City is considering implementation of a project team portal with documents control collaboration system. The A/E CONSULTANT and key sub-consultants should propose such a system that can be utilized on the project. Final details of any such system will be coordinated with the top ranked firm(s) during fee negotiations.

A/E CONSULTANT Recommendations: A/E CONSULTANT will make recommendations to PMs regarding any investigations, surveys, tests, analyses and reports that are deemed necessary and required by the A/E CONSULTANT and its sub-consultants and PM's consultants to properly perform the Services. Such recommendations will be made in writing and in a timely manner to allow implementation without causing any delay to the Project.

Drawings Submittals to City: Drawings Submittals from A/E CONSULTANT will be sent to PMs by electronic mail in PDF format, CAD Plot File and / or via the most time appropriate deliver service as applicable. The date of transmission will be the triggering date for the time of a response, if any. Drawing Submittals will be reviewed by the PMs and returned to A/E CONSULTANT in an expeditious manner.

Base Information: City will provide to A/E CONSULTANT for review any available geotechnical reports, existing civil surveys, as-built drawings that may exist, and other information.

Requests for Information: A/E CONSULTANT shall submit all requests for information to PMs as soon as information is required. Requests shall be made by e-mail. The date of transmission will be the triggering date for the time of a response, if any. Verbal requests are also acceptable so long as A/E CONSULTANT also submits the requests in an email. The A/E CONSULTANT will indicate the appropriate priority of each Request.

Value Engineering: Value Engineering is an integral part of the design process and is accomplished in conjunction with estimating during the preparation of design documents. A/E CONSULTANT shall consider relevant alternatives within the project design to optimize and balance capital, constructability, ease of

operation and maintenance, utility and life cycle costs, and advise the City during all phases on a continuous and timely basis to make value determination on best and most economical methods, materials, systems and equipment to be used in the Project.

Cost Estimate: A/E CONSULTANT shall submit an A/E opinion of probable construction costs, in the requisite level of detail and with an appropriate contingency for the level of design, with each design submittal. It is estimated that there will be a minimum of four (4) detailed opinions of probable cost submitted during the course of the project.

Schedule: A/E CONSULTANT shall submit an A/E opinion of probable Construction Contract Time, in the requisite level of detail and with an appropriate contingency for the level of design, with each design submittal.

Proprietary or Sole Source Specifications: All technical requirements and material, equipment and component specifications for the Project should be developed without using proprietary or sole source specifications unless presented to and accepted in writing by PMs. Otherwise, these items shall be specified in a manner that includes "or equal" alternatives that will be evaluated by the PMs.

D. Project Phases

A separate Notice To Proceed (NTP) shall be issued for each phase. No work on the various phases shall be authorized without receipt of the corresponding NTP. The scope of services is delineated into the following phases:

- Phase 1 - Conceptual Design, Schematic Design, presentation at three (3) community meetings, one (1) Community Services Commission meeting, and related support services. This phase shall include for presentations development of photo renderings and 3-D models of elements conducive to 3-D presentation. A detailed cost estimate and appropriate contingency commensurate with this level of design development. Finally, this phase shall also include preparation of the appropriate, related CEQA documentation.
- Phase 2 - Construction Documents, Regulatory Permitting, and Bid Phase Support.
- Phase 3- Design Support Services During Construction and Commissioning.

E. Phase 1 – Conceptual/Schematic Design Phase & Deliverables

During the Conceptual Design Phase, The A/E CONSULTANT shall develop all elements and deliverables outlined in this section and assist in budget and schedule reviews of the Conceptual Design documents and related conceptual cost estimate with PMs and City. The A/E CONSULTANT and associated sub-consultants shall attend up to four (4) Project Development Team (PDT) meetings during the conceptual design phase of the project. Based on the Proposed Scope of Improvements, A/E CONSULTANT will prepare and provide the following Concept Design Phase deliverables

CEQA

A/E CONSULTANT is to prepare all elements required to achieve CEQA clearance for this project. Areas of particular importance include impacts to traffic, circulation, parking, and killedeer bird known to be present on the site. As part of the CEQA document, the City desires to have included in that document the following:

- Concept Site Plan
- Concept Parking and Circulation Plan
- Utilities Plan
- Concept Landscape Plans
- Concept Grading Plans
- Concept Elevations and / or Simulations
- Concept Art Wall Sculpture along Del Amo Blvd. frontage
- Identification and Treatment for Noise Abatement especially to surrounding properties
- Narrative Describing Building Materials, Colors, Architectural Style and Features

- Conceptual Entry Structures
- Concept Raised Stage and associated elements
- Type and Location of Water Quality Measures

Architectural Design Deliverables:

- Site plan
- Preliminary themes and possible locations for public art
- Raised Stage Plan concepts
- Stage roof and lighting concept plan including roofing materials and slopes (2 concepts)
- Preliminary concept of shade systems.
- Grand Entry Gateway arch concepts (2 concepts)
- Conceptual elevations
- Restroom and storage building concepts
- Exterior finish concepts showing Colors and Materials Selections
- Exterior Color and Materials Boards (3 minimum)
- Details as required at appropriate scale(s)
- 3D renderings as applicable to various concept elements suited for 3D renderings.
- Photo shop boards showing up to three (3) concepts for the overall site plan

Landscaping Design Deliverables:

- Site plan showing all landscaping features and palette.
- Elevations, sections and details of walls, seatwalls, benches, planters, fences, railings and other features at appropriate scales

Structural Engineering Deliverables:

For each structure, provide the following drawings/documents:

- Conceptual narrative and examples of proposed structural systems and other related or necessary information

Mechanical and Plumbing Engineering Deliverables:

For each building, provide the following drawings/documentation:

- Conceptual narrative of proposed mechanical and plumbing systems

Electrical Engineering Deliverables:

For each building, provide the following drawings / documentation:

- Conceptual narrative of proposed electrical service and systems
- Conceptual narrative and/or lighting design for intended variable lighting display with variable, programmable display and sequencing features
- Conceptual narrative of proposed building intrusion system and keyless entry
- Conceptual narrative of proposed fire alarm system
- Conceptual Outlet locations throughout site
- Conceptual Wifi design and narrative.
- Conceptual Audio visual design and narrative for integrated sound system
- Possible A/V projection at stage area

Lighting Design Deliverables:

For the overall site, parking and all buildings exterior, provide the following concepts/documentation:

- Lighting Design Concepts for fixed lighting applications throughout the park.
- Lighting Design Concepts for iconic LED programmable, variable and sequential lighting applications
- Proposed Lighting Fixtures

Signage and Graphics Design Deliverables:

- Concepts for image, identity and signage including proposed locations

Parking & Onsite Vehicle Circulation Design Deliverables:

- Provide parking design layout consistent with the CEQA document and good engineering practice that provides for as much parking as possible arranged in a manner that can most readily accommodate all intended uses as outlined in the Proposed Scope of Improvements
- Provide concepts for vehicular entries and exits to the site
- Review and evaluate the development plan for on site vehicle circulation and the interface between pedestrians and vehicles
- Provide recommendations on method of parking control incorporated within parking facilities

Civil Engineering Deliverables:

Concept plans and documentation include but are not limited to:

- Geotechnical investigation and report with recommendations for design for surface elements such as parking lots, foundation design for buildings and other structural systems best suited for on-site soils conditions. Identification of any hazardous or unsuitable materials and plan for disposal.
- Proposed building pad elevations
- Proposed utilities including sewer, water, drainage, grading, draft WQMP
- Conceptual level design related to street access, site entrance, parking layout, and on-site circulation design
- Service and emergency vehicle access plan

Energy Management:

- Provide narrative reflecting strategies for systems energy efficiency and water conservation design strategies
- Provide an estimate of probable energy operating costs relative to the schematic design, and make recommendations for energy management

Codes and Accessibility Compliance:

Services and documentation include, but are not limited to:

- Conceptual Building Code Analysis to establish building construction type and occupancy
- Services to include confirmation with Building Official and Fire Marshall regarding A/E CONSULTANT's interpretation of Code requirements

Cost and Schedule Submittals:

- Conceptual level A/E opinion of probable cost with appropriate level of contingency
- Conceptual level A/E opinion of probable construction contract time

F. Final Design Phase & Deliverables

During the Final Design Phase, A/E CONSULTANT shall refine the schematic/concept design documents and related schematic cost estimate. A/E CONSULTANT shall also review the Project Budget and Estimated Construction cost and time and validate both in writing. A/E CONSULTANT shall attend up to four (4) PDT meetings during the final design phase of the project. Based on approved Concept Design documents, A/E CONSULTANT shall prepare Final Design documents consisting of drawings, plans, specifications, vendor materials specifications/cut sheets, and other documents necessary to communicate the final design details for the Project. A/E CONSULTANT shall provide submittals at the 50% and 100% completion stages Final Design.

Based on approved Concept Design documents prepared by the A/E CONSULTANT, A/E CONSULTANT shall provide the following Final Design Phase deliverables including final, refined dimensions, details, specifications, and material specifications:

Architectural Design Deliverables:

Site plans with overall layout and horizontal dimensions at scales as appropriate.

- Detailed Site plan showing all features properly and adequately dimensioned and based upon approved design for concept design phase
- Restroom and Storage building floor plans showing all interior finishes including grade elevations and setbacks and all pertinent details for walls, doors, windows clearly referenced. All materials clearly indicated with final, refined dimensions
- Trash enclosure plans with appropriate details to address all waste streams anticipated at the site
- Roof plans indicating roofing materials, roof slopes, and construction details
- Buildings structures sections
- Elevation details for all vertical elements
- Raised Stage detailed plans
- Stage roof and lighting details including roofing materials and slopes
- Exterior finish schedule/elevations showing approved colors and materials
- Detailed final art concepts with specific materials and design articulations for each location
- Dimensioned elevations with materials, colors and finishes indicated for all elements as applicable
- Detailed design of all approved awnings or shade systems.
- Final material and color board for exterior and interior finishes
- Complete materials schedules for all elements including finishes, fixtures, hardware, casework, millwork as applicable
- Detailed specifications per Construction Specifications Institute (CSI) Master Format
- Updated value engineering report and opinion cost with appropriate level of contingency

Landscaping Design Deliverables:

- Detailed site plan showing all landscaping features and palette.
- Detailed landscape (soft and hard) plans
- Site Amenities Plan (could be combined with landscape plan)
- Service and emergency vehicle access plan
- Elevations, sections and details of walls, seatwalls, planters, curbs and paving edges, fences, railings and other hardscape features at appropriate scales
- Detailed specifications per Construction Specifications Institute (CSI) Master Format
- Updated value engineering report and opinion cost with appropriate level of contingency

Structural Engineering Design Development Deliverables:

- Foundation and framing plans and sections fully defined with detail design
- Structural design calculations for typical elements
- Typical detail sheets
- Detailed material specifications for any pre-engineered structural elements (trusses, walls, etc.)
- Detailed specifications per Construction Specifications Institute (CSI) Master Format
- Updated value engineering report and opinion cost with appropriate level of contingency

Mechanical and Plumbing Design Development Deliverables:

- Air handling and ventilation plans for restrooms and storage facility showing adequate detail
- Plumbing equipment and fixture schedule
- Piping layout
- Standard details
- Detailed specifications per Construction Specifications Institute (CSI) Master Format
- Updated value engineering report and opinion cost with appropriate level of contingency

Electrical Engineering Design Development Deliverables:

- Detailed design for lighting, power, control, and communication systems as well as electrical utility demands for both normal and emergency power sources
- Detailed lighting design for intended variable lighting display with variable, programmable display and sequencing features

- Site plan showing recommended conduit routing and locations of transformers pads and vault locations, and connection to infrastructure
- Updated Electrical load calculations and summaries (normal and emergency)
- Un-circuited lighting layouts
- Electrical/electronic room layouts as applicable
- Fire alarm and communications telephone LAN device layouts
- Completed single line diagram with feeder lengths
- Lighting protection plan and grounding
- Electrical equipment schedule with approximate loads, weights and power requirements
- Panel and loading schedules coordinated with electrical distribution panel sizes and locations
- Standard electrical details
- Location of building intrusion detection devices and keyless entry devices
- Outlet locations throughout site
- Wifi design and narrative.
- Audio visual design and narrative for integrated sound system
- A/V Projection at stage area
- Detailed specifications per Construction Specifications Institute (CSI) Master Format
- Updated value engineering report and opinion cost with appropriate level of contingency

Lighting Design Development Deliverables:

- Detailed specification for all Lighting Fixtures including but not limited to building lighting, walkway/pathway lighting, uplighting for art walls, parking lot lighting, and iconic LED programmable, variable and sequential lighting applications
- Plans and building elevations showing the location of Lighting Fixtures at appropriate scales (could be combined with electrical engineering deliverables)
- Detailed schematic specifications including vendors cut sheets
- Detailed specifications per Construction Specifications Institute (CSI) Master Format
- Updated value engineering report and opinion cost with appropriate level of contingency

Signage & Graphics Design Development Deliverables:

- Provide site and buildings plans showing the locations of all signage and graphics at appropriate scales. List signage type and copy
- Provide designs for all signage, specifying colors, materials, dimensions, and design details
- Include way finding, level and vehicle traffic signage as applicable
- Detailed specifications per Construction Specifications Institute (CSI) Master Format
- Updated value engineering report and opinion cost with appropriate level of contingency

Parking & Onsite Vehicle Circulation Design Deliverables:

- Provide detailed parking design consistent with the CEQA document and good engineering practice that provide for as much parking as possible arranged in a manner that can most readily accommodate all intended uses as outlined in the parking requirements for the specific components of the Project, and provide criteria and basis of design to assist in planning and design of all surface lots
- Provide final design for vehicular entries and exits to the site
- Review and evaluate the development plan for on-site vehicle circulation and the interface between pedestrians and vehicles
- Provide recommendations on method of parking control incorporated within parking facilities, if any
- Detailed specifications per Construction Specifications Institute (CSI) Master Format
- Updated value engineering report and opinion cost with appropriate level of contingency

Civil Engineering Deliverables:

- Demolition Plans and Demolition Specifications, including hazardous materials removal and disposal requirements as applicable
- Site plan with horizontal control for key building corners and other major site elements

- Final grading plans showing proposed grades including grades at all vehicular streets (public & private), public walkways, park areas and planting areas
- Final design for any public street improvements
- Final floor slab elevations for all buildings
- LID drainage design to address runoff generated by development of the site including storm drain retention if necessary and profiles for connection of any drainage systems and devices to existing drainage facilities
- Utility plans for water and sewer showing point of connection with off-site existing service lines, location of all underground utilities, including existing that must be re-located, and points of connection locations for buildings
- Final calculations for all utilities flow and demand generation by the project
- Coordinate with the Mechanical Electrical and Plumbing (MEP) engineer(s) for all utility connection locations and capacity requirements
- National Pollutant Discharge Elimination System (NPDES) Permit Compliance - Standard Urban Stormwater Mitigation Plan (SUSMP), Storm Water Pollution Prevention Plan (SWPPP), and Best Management Plans (BMPs) for erosion and sediment control plan and report
- Final Water Quality Management Program (WQMP) report and design
- Detailed specifications per Construction Specifications Institute (CSI) Master Format
- Updated value engineering report and opinion cost with appropriate level of contingency

Codes and Accessibility Compliance:

- Verify and ensure the final design for all aspects of the Project meets all relevant code requirements
- Cite all applicable codes and standards including local amendments to the state building code; local, state and federal accessibility regulations, health codes and regulations, and all code-related regulations such as National Fire Protection Association, California Building Code and Federal Housing Administration, etc.
- Meet, as necessary, with Building Officials, Fire Agencies, Environmental Review Agencies, and similar Permitting agencies as required to resolve codes issues while advocating the City's position
- Ensure that any mitigation measures developed and included in the CEQA document are included in the design

Energy Management:

- Incorporation into all final design elements systems energy efficiency and water conservation design strategies
- Provide an estimate of probable energy operating costs relative to the design and make recommendations for energy management systems and strategies to minimize energy costs and environmental impacts

Detailed Specifications:

- Detailed specifications per Construction Specifications Institute (CSI) Master Format
- Inclusion of a schedule of submittals for required design elements and materials
- Incorporation of City boiler plate specifications, bidding instructions, sample construction contract, and other supporting documents.

Cost and Schedule Submittals:

- Construction Cost estimate with appropriate level of contingency for 100% plan development
- Opinion of probable construction contract time and likely sequence of activities

G. Construction Documents, Permitting, and Bid Phases

Document Release Services

A/E CONSULTANT shall sign/seal Drawings and Specifications as required by Building Division, Planning Division and other regulatory permitting officials, shall assist in resolving issues that may arise during plan check and amend the documents as may be required by the governing authority, and do all things necessary to obtain the building and other required regulatory permits.

After final review and City acceptance of the 100% Final Design/Construction Documents, the A/E CONSULTANT shall deliver 10 sets of complete construction document and supporting information package to the PMs including. Supporting documents shall include, but may not be limited to the following:

- Project manuals
- Full standard size plan set for Public Works projects
- Engineering Equipment Manuals
- Engineering calculations
- A/E Opinions/Estimates of Cost & Time

All sketches, drawings, models, illustrations, specifications, CAD and utility modeling program software, and similar type items, developed by the A/E CONSULTANT and/or its sub-consultants during the course of the Project, including originals, become the property of City, and shall be delivered to City upon completion of services.

Bidding and Contract Period Services

Upon conclusion of the Final Design Phase, the A/E CONSULTANT shall provide reproducible construction documents.

The A/E CONSULTANT shall provide services including, but not necessarily limited to, the following:

- Issue Construction Documents and bid forms to PMs
- Attend an internal bid process planning meeting with PMs and stakeholders and a pre-bid / job walk meeting with PMs and prime contractors interested in bidding the contract
- The A/E CONSULTANT will assist PMs in the preparation of addenda to the Construction and Bid Documents related to questions / issues that arise during the bid process
- Review and respond to up to twenty (20) Requests For Information (RFIs)
- Assist the PMs and the prime contractors in obtaining approvals, permits, and licenses, and shall make any such changes and revisions to the Construction Documents as are necessary to obtain any and all approvals, permits or licenses for the Project, and shall assist the PMs and the prime contractors in appealing adverse decisions

Following receipt of contractor bids, The A/E CONSULTANT shall assist PMs in:

- Reviewing prime contractor bids for responsiveness, correctness and completeness
- Participating in the pre-construction meeting(s)
- Assist as necessary PMs in coordinating and expediting prime contractor's start-up submissions such as insurance, bonding, construction, billing schedules, and design and materials submittals
- Analyzing and evaluating prime contractors' suggested alternatives, substitutions or value engineering proposals submitted by the prime contractors, and give PMs written recommendations for changes in the Construction Documents and construction of the Project as a result of such consideration

H. Design Services During Construction and Commissioning

The Construction Phase shall commence with the award of the contract or contracts or the portions thereof based on the Construction Documents between the City and any prime contractors for the Project ("Contracts for Construction"). A/E CONSULTANT shall provide construction phase design support services which shall include, but will not be limited to, the following:

- Represent, advise and consult with the PMs and City's Construction Manager (CM) during construction.
- Periodically visit the site during the construction phase to become familiar with the progress, acceptability, and quality of the Work and to determine if the work is proceeding in accordance with the Construction Documents. A/E CONSULTANT agrees that its Principal Contact will be present and make as many site visits as necessary to be satisfied with the progress of construction in accordance with the Construction Documents during the construction and closeout phases of work. A/E CONSULTANT shall provide for observation of the construction work as required by Title 24 California Code of Regulations. The A/E CONSULTANT and its sub-consultants shall review, stamp, and sign in a timely manner all documents requiring approval or for which A/E CONSULTANT or its sub-consultants are responsible.
- Attend weekly project meetings on-site.
- Independently inform City that the progress, acceptability, and quality of the work completed is in conformance with the Construction Documents.
- Report to the City and PMs known deviations from the Final Design and Construction Documents.
- At all times, A/E CONSULTANT and all of its sub-consultants will promptly and expeditiously review, critique and comment in writing on all shop drawings, materials, samples, schedules, colors, or other submittals necessary for the proper execution or progress of the work. When requested by PMs, A/E CONSULTANT shall render written responses and opinions on claims, addenda, proposals, disputes, alternative materials, and all other matters in question between the PMs, its CM, prime contractors, vendors, and others relating to the execution or progress of the work or the interpretation of the Construction Documents in order to maintain the Project schedule and to assist PMs in its pursuit of completion of the Project.
- Assist prime contractors, PMs, and / or CM in reviewing the submittal to City of indexed binders containing originals of all manuals, brochures, and drawings and warranties needed for operation and maintenance of all systems and the work.
- Assist the City, PMs, and construction manager with instructional sessions wherein operational and maintenance personnel will be instructed in the use, operation and maintenance of mechanical, electrical, lighting, and other equipment, and the maintenance and care of special finishes and other operational items, all of which shall have been specified within the Construction Documents.
- Prepare and distribute to all appropriate persons and entities, any correspondence, bulletins, drawings, supplemental specifications, addenda etc. necessary to clarify or supplement Construction Documents throughout the construction phase.
- A/E CONSULTANT shall answer all requests for information, in writing, generated by the PMs, its CM or prime contractors within three (3) business days of receipt of such requests for information.
- Review and respond to up to thirty (30) Requests For Information (RFIs)
- When requested by PMs, the A/E CONSULTANT shall review for approval prime contractors' or construction manager's submitted Change Order proposals for rendering of opinions as to inclusion or omission from the scope of work covered in the Construction Documents and as to the validity of the estimate of costs.
- Review prime contractors' or construction manager's submission of their Record Drawings, Warranties and Operation and Maintenance Manuals for all systems for approval prior to the issuance of a final Certificate of Payment. In their review, A/E CONSULTANT and its Sub-consultants shall advise PMs of any apparent unacceptable items, problems and discrepancies between the intent of their design and such Record Drawings. Such review shall not relieve the prime contractors or construction manager of responsibilities for the accuracy or completeness of its work or of the information recorded.

I. Post Construction Completion Services

No later than thirty (30) days after the final completion and acceptance of construction by the City, prepare and furnish to PMs a set of reproducible Record Drawings and AutoCAD disks showing construction changes in the work and final disposition and location of all improvements incorporating construction manager's field red line Record Drawings, marked up prints, drawings and other data furnished by the prime contractors or construction manager.

SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS

A. Submittal Format

A/E Consulting firms interested in proposing on this project, shall submit a proposal that includes and complies with the following requirements:

Cover and back page that contains graphics relative to the City and Project Proposal of no more than fifty (50) pages, excluding resumes, double-sided, 12 pt. font. Consultants are advised to include graphics throughout the proposal document to enhance the proposal's content and appearance. Consultants are strongly encouraged to provide rough concept graphics to convey their ideas about various aspects of the Project. Concise presentation of experience, team, and ideas is appreciated.

B. Content

1. **About your firm:** Provide firm name, address, contact, and number of years providing relevant architectural and engineering services. Include statement of capability to complete the scope of work.
2. **Project team:** Include an organizational chart that depicts reporting responsibilities of proposed team members. Include resumes for each team member and the percentage of availability for each team member. Indicate proposed management structure and philosophy to ensure efficient and effective coordination and communication between team members and PMs. Identify the Project Manager who will be responsible for overseeing and directing the consulting team as well as being the point of contact for the A/E Consulting Firm with the Consultant and City's PM. During the course of the project, the Consulting Firm's Project Manager shall remain in that role. No substitutions will be allowed without prior approval from the City. Substitutions are highly discouraged.
3. **Project experience:** Provide five (5) detailed examples of projects ongoing or completed within the last five years that include(ed) architectural and engineering services relevant and similar to this project scope and requested services. List references and provide phone numbers of owner's representatives. The following minimum experience must be demonstrated:
 - Firm and team must have been actively engaged in provision of Architectural and Engineering services for a minimum of five (5) years
 - Firm must have successfully completed Architectural and Engineering services for at least three (3) clients
4. **Proposed Scope of Work:** Provide a thorough but concise description of the services proposed by the team. Include a narrative on the level of CEQA documentation anticipated and what areas of concern there may be for CEQA clearance. Provide the approach to community meetings and the areas of focus for those meetings. Provide a description of how development of design concepts will proceed and what are the key elements for securing City concept approval. Identify any areas not articulated in the RFP that are felt to be of interest and importance to the Project as it develops.
5. **Schedule:** Provide a proposed schedule that includes with some level of detail at least the following:
 - Mobilization of project
 - CEQA preparation and certification
 - Field data collection and historical asset data/information
 - Preparation of Conceptual and Schematic Design Development
 - Preparation of Final Design Development
 - Opinion of Construction Schedule
6. **Fee Proposal:**

It is anticipated that the selected A/E CONSULTANT will enter into a professional services contract with the City that will include a fee representative of and consistent with the proposed

scope of work, phasing, meetings, etc. It is requested that each firm provide a fee proposal sealed and submitted in a separate envelope from the technical proposal. Only the fee proposals of firm(s) that are selected for final consideration will be retained. All other fee proposals will be returned unopened to the respective proposing firms. The final fee will be negotiated with the top ranked firm upon conclusion of the proposal review process and identification of the top ranked firm/team.

C. Instructions

Please submit six (6) hard copies, and one (1) digital copy by 12:00 noon on April 19, 2024 to:

**Mark Lewis, PE, Consultant Project Manager
c/o Sam Chambers, City Project Manager
Public Works Department
City of Lakewood
5050 Clark Ave.
Lakewood CA 90712**

There will be a maximum of (3) three consultants chosen for the short-list.

Electronic proposals will not be considered. Proposals received after the date of closing will not be considered. All questions relative to this RFP must be submitted in writing or electronically to the individuals listed in Section 1.

SECTION 5 - EVALUATION CRITERIA

City of Lakewood will use the following criteria in evaluating proposals received in response to this RFP. The successful proposal will be the proposal submitted in response to this RFP by the submittal deadline that is the most responsive and creative in its approach with the most advantageous schedule of delivery for the City. The evaluation of proposals and the selection of the successful proposal will be based on the information provided by the A/E CONSULTANT in its proposal, including, without limitation, responses to the Consultant's qualifications. Consideration may also be given to any additional information helpful to City of Lakewood. We are not bound to accept the lowest priced proposal if that proposal is not the most advantageous to the City as determined solely by City of Lakewood.

Completeness of Proposal: Any proposal that does not contain each element described in this RFP, fully completed, initialed or executed, as appropriate, may be judged incomplete and may not be considered further.

Scoring Criteria:

- Firm experience, proposed project manager, and staff experience on similar projects. Particular attention should be given to the civil engineering firm proposed as part of the team (35%)
- Responsiveness to the RFP. Firms will be evaluated on their responsiveness to the requirements of the RFP and inclusion of the various elements requested (15%)
- Creative and Technical approach, management plan, proposed schedule for all elements including opinion of construction duration (30%)
- Oral presentation (20%)

SECTION 6 - CONTRACT

A/E CONSULTANT will be required to sign the City's standard Consulting/ Engineering Agreement, a copy of which is included herein. The City's insurance requirements are included in the standard agreement.

AGREEMENT

FOR

[TYPE OF] 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 "[TITLE SUCH 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