

qualified firm. Failing to reach accord with the second most qualified firm, the City shall terminate negotiations and commence negotiations with the third most qualified firm. Should the City be unable to negotiate a satisfactory contract with any of the top three qualified firms, the City shall select additional firms in order of their competence and qualifications and continue negotiations, or take whatever other actions are deemed to be in the best interest of the City. Upon reaching a satisfactory agreement, a recommendation will be made to the City Council for award of the contract.

A copy of AIA® Document B101-2007 is attached hereto as **Appendix J** for your information only. After award of the contract by the City Council, the City will tender the Agreement to Architect. Upon receipt of the signed Agreement and all required Exhibits, the City will execute the Agreement. The selected Architect shall commence performance of services upon receipt of City's written Notice to Proceed.

#### 14. **CONTENTS OF PROPOSAL**

Consideration of qualifications by the City is contingent upon the submission of the mandatory information identified in this paragraph. Failure to include any information item or to complete any form listed or referenced in this RFP could result in the rejection of the Proposal without further consideration by the City. Additional and supplemental information may be submitted in so far as it pertains and clarifies the data sought by this RFP, if requested by the City. All information required by the RFP shall be completely and fully provided. If the City determines that any information provided in the Proposal is false or misleading, or is incomplete so as to be false or misleading, or if the firm fails to meet the essential requirements for qualification, the City may reject the Proposal.

##### A. **FORMAT**

Hard-copy Proposal shall be submitted on:

1. White, 8 1/2" x 11" paper, preferably recycled
2. Stapled (not bound) or three-ring binder
3. Printed single or doubled sided
4. Proposals shall also be submitted in PDF format on CD's.
5. For ease of review and to facilitate evaluation, Proposals must be organized in order as described below with separate and clearly identified Proposal sections or tabs provided as follows:

##### B. **COVER PAGE**

Indicate the name of the firm or association and the Project title.

##### C. **COVER LETTER**

This letter shall provide a brief introduction including the name and address of

the proposing firm and name, title, address, telephone number and fax number of the person(s) authorized to represent the firm. The California license or registration number of the responsible principal and the name of the person who will serve as the Proposer's lead Architect/Project contact shall be included. The letter shall be signed by an officer of the firm who is authorized to bind the firm to all commitments made for this Project.

**D. ORGANIZATION OF FIRM**

1. Information pertaining to the structure and organization of the firm, including the name of the sole proprietor, or, if a corporation, partnership, or joint venture, the names of all individuals and firms which constitute the corporation, partnership, or joint venture.
2. Provide specific information concerning your firm in this section. Include the firm size, number and type of professional staff, number of years in the business and the location where the work will be performed.
3. If two or more firms are involved in an association or a joint venture for this Project, provide information concerning past associations and outline the working relationship for this Project between the firms, e.g., indicate where management responsibility resides and where quality control, design, and production coordination will be performed.

**E. RELATED EXPERIENCE**

1. For evaluation purposes provide a statement of qualifications and illustrations of your firm's major projects.
2. Provide specific information concerning your firm's experience, and that of your Sub-Consultants, in design and construction of recreation facilities and community engagement and community outreach. In order to be considered, experience of Proposer and Sub-Consultants must be projects in which the Architect or Sub-Consultants were Architect of Record, Principal, Job Captain, Project Architect, Project Manager, Engineer of Record or Principal Engineer with present firm.
  - a. Qualifications based on overall professional and practical experience of firm and key personnel
  - b. Specific experience of firm and key personnel in design and construction administration of recreational facilities or similar projects. Qualifying projects must be clearly identified with regard to type of facility and use(s), square footage, date of completion, client/owner with contact information, cost of design and construction, Architect's Scope of Work, and Architect's staff who worked on the project. This information is required to firmly establish Proposer's claim that the project is qualifying.

- c. Specific experience of firm and key personnel in community engagement processes. Qualifying projects must be clearly identified with regard to type of project or facility and use(s), square footage, date of completion, client/owner with contact information, project valuation, Architect or Sub-Consultant's Scope of Work, and staff who worked on the project. This information is required to firmly establish Proposer's claim that the project is qualifying.

F. PROJECT IMPLEMENTATION/APPROACH, STAFFING PLAN, PROJECT-SPECIFIC COMMUNITY ENGAGEMENT AND COMMUNITY OUTREACH PLAN

Provide a detailed task outline and staffing plan of how the Proposer will accomplish the Scope of Services as set forth in this RFP on time and within budget along with expectation of on-site or off-site office area. Indicate deliverables or results for each major task. Describe the methodology, approach, techniques, schedules and other pertinent information enabling the City to clearly understand how the Proposer intends to mobilize and perform the required services to attain the City's Project and Community Engagement and Community Outreach goals, specifically identifying the proposed task approach for the first 30, 60, and 90 days. Staffing plan must emphasize Proposer's understanding of and project-specific approach to Community Engagement, Community Outreach and the public process. Proposers should consider the Scope of Services outlined herein as a minimum guide for submission. Suggestions for optional or additional services to better accomplish the City's objectives will be considered but should be priced separately from the price provided for the Basic Services described in this RFP.

G. KEY PERSONNEL

Provide the name(s) of all personnel (see form attached hereto as **Exhibit 2**) who will be specifically assigned to this Project and indicate the amount of time each person will spend on each of the major tasks outlined in the Scope of Services. Identify the roles of each person assigned and provide a summary of their relevant experience in these roles, especially as relates to design of public projects of comparable complexity, including recreation centers, community centers, gymnasiums, senior centers or similar public projects with a substantial recreational use. Provide background information for each person assigned to this Project, including education and previous experience. Identify the following key personnel, including years with the firm, their discipline, California License numbers, and attach a resume for each.

- Principal(s) in Charge
- Senior Project Manager
- Project Engineer
- Construction Administrator
- Consultants

Note: Provide a minimum of three (3) references for similar projects for the Proposer firm and Sub-Consultants, as Architect of Record, Principal, Job Captain, Project Architect, Project Manager, Engineer of Record or Principal Engineer with present firm and each of the key personnel identified in the Proposal. Include a telephone number and the name of a key contact person. Firms should be thoughtful in identifying key team members. Project personnel identified in the Proposal are expected to be involved throughout the life of the Project.

H. WORK LOAD

Provide present workload of the designated key personnel, and scheduled time for completion of his/her current project(s).

I. COMMITMENT FOR PROJECT SCHEDULE

Provide a commitment letter indicating that the proposed schedule will be met and the Project Deliverables will be completed as per schedule.

J. ORGANIZATIONAL CHART

Provide organizational chart of your team showing names and addresses of your firm and all Consultants.

K. MANDATORY SUBMISSION FORMS

Proposal shall provide a section or tab for all required Exhibits (forms to be completed by Proposer) as follows: (attached)

- |            |   |
|------------|---|
| Exhibit 1  | Proposal Checklist, Architect and Consultant Listing, and Proposer Certification  |
| Exhibit 2  | Designated Representatives, Key Personnel, and Consultants  |
| Exhibit 3  | Hourly Rates of Architect and its Consultants   |
| Exhibit 4  | Declaration of Noncollusion by Contractor   |
| Exhibit 5  | Disclosure Regarding Taxpayer Protection Act  |
| Exhibit 6  | Living Wage Compliance Certification  |
| Exhibit 7  | Identity Confirmation   |
| Exhibit 8  | Vendor List Questionnaire (Form AA-1), Project Workforce Utilization (Revised Form AA-2), Current Permanent Workforce Utilization (Form AA-3) (optional)  |
| Exhibit 9  | Proposer's Schedule for Basic Services and Deliverables   |
| Exhibit 10 | HUD Section 3 Forms <ul style="list-style-type: none"><li>- Section 3 Proposer Information Form (Must be Submitted with Proposal <u>Even if Not Claiming HUD Section 3 Preference Points</u>)</li></ul> |

- Federal Lobbyist Certification (Must be Submitted with Proposal if Claiming HUD Section 3 Preference Points)
- Section 3 Business Certification Form (Must Submitted with Proposal if Claiming HUD Section 3 Preference Points)
- Section 3 Resident Certification (Must be Submitted with Proposal if Claiming HUD Section 3 Preference Points and Utilizing Employee Data for Qualification)
- Notice of Section 3 Commitment (Must be Submitted with Proposal if Claiming HUD Section 3 Preference Points Under the Intent to Hire or Subcontract)
- Section 3 Economic Opportunity Plan (Must be Submitted with Proposal if Claiming HUD Section 3 Preference Points Under the Intent to Hire or Subcontract)
- Section 3 Economic Opportunity Report (Must be Submitted after Contract Award and Execution and Every Six Months Thereafter if Claiming HUD Section 3 Preference Points) Sample Form Attached for Information Only

Exhibit 11 Consent to Sign Owner’s Standard Form of Agreement

Questions regarding the City of Pasadena’s Competitive Bidding and Purchasing Ordinance and EEO policy should be directed to the Department of Finance, Purchasing & Payables Division, 626-744-6755.

**L. FEE PROPOSAL, STAFFING PLAN, HOURLY RATES, REIMBURSABLE COST SCHEDULE, AND COST FOR ADDITIONAL MEETINGS FOR THE SCOPE OF BASIC SERVICES**

In a **separate sealed envelope** marked “CONFIDENTIAL FEE PROPOSAL OF [NAME OF PROPOSER],” submit the following (which will be utilized in the negotiations with the successful Proposer):

1. Fee proposal: provide a detailed breakdown by each discipline.
2. Hourly rates of personnel to be assigned to the Project on **Exhibit 3**.
  - a. Staffing plans shall be in the form of a table/chart for the scope and durations specified indicating, at a minimum, the level of effort (full time equivalent) and hourly rate for each proposed Project position of proposer and its Consultants on a month-by-month basis, for the Scope of Services established in this RFP and the tasks described in the Project Approach (RFP Section 13.F above) and Services Schedule (RFP Section 10 above) submitted by Proposer.
  - b. Estimated reimbursable cost schedules shall depict only those expenditures that are exclusive to and in support of the City’s plan

and as described in the Project Approach and Services Schedule submitted by Proposer. The proposed estimated reimbursable cost schedule shall include a detailed list/table of reimbursables by category identified in Section 11.4.1 of the Agreement.

3. The Community, Robinson Park Recreation Center Renovation Steering Committee, Commission, CUP and Design Commission meetings required in RFP Section 9 – Scope of Services and RFP Section 10 – Deliverables are the number of meetings estimated at the time of RFP release. **Architect will be paid for the actual number of meetings attended.** Provide a cost per meeting identifying hourly rates for Key Personnel including:

- Principal(s) in Charge
- Senior Project Manager
- Project Manager
- Project Engineer
- Construction Administrator
- Consultants

**Proposals that do not include all of the above items may be deemed non-responsive.**

#### 15. **PASADENA LIVING WAGE ORDINANCE**

This contract is subject to the City of Pasadena's Living Wage Ordinance, Pasadena Municipal Code Chapter 4.11. The Ordinance requires that contractors providing labor or services to the City under contracts in excess of \$25,000:

- Pay no less than ten dollars and fifty-four cents (\$10.75) per hour plus medical benefits of no less than one dollar and eighty-one cents (\$1.85) per hour, or twelve dollars and thirty-two cents (\$12.60) per hour without medical benefits to all employees who spend any of their time providing labor or delivering services to the Owner. Additionally, in January 2014 and each January thereafter, the Living Wage rate shall be adjusted by the change in the Consumer Price Index, for the Los Angeles-Riverside-Orange County area, all urban consumers, for the most recently available 12 month period.
- Notify employees who spend any of their time providing labor or delivering services to the Owner who make less than twelve dollars (\$12) per hour of their possible right to the federal Earned Income Tax Credit (EITC) under § 32 of the Internal Revenue Code of 1954, 26 U.S.C. § 32, and make available to such employees forms informing them about the EITC and forms required to secure advance EITC payments. Information concerning EITC may be obtained from the Internal Revenue Service website: [www.irs.ustreas.gov](http://www.irs.ustreas.gov).
- Proposers must submit the Living Wage Compliance Certification with their Proposals. The selected Architect will be required to evidence compliance with the Living Wage Ordinance by submitting payroll records as requested by the City. Each record shall include the full name of each employee performing labor or providing services under the contract; job classification; rate of pay and

benefit rate.

- Failure to comply with the provisions of the Pasadena Living Wage Ordinance is grounds for termination of the contract and a basis for penalties as stated in Pasadena Municipal Code Chapter 4.11. Questions concerning the Pasadena Living Wage Ordinance should be directed to: Finance Department, Purchasing Division, 626-744-6755 – phone, 626-744-6757 – fax.

16. **LOCAL HIRING POLICY**

The City of Pasadena is committed to promoting the economic health and well-being of its residents. To this end, Architect agrees to recruit Pasadena residents initially and to give them preference, if all other factors are equal, for any new positions which result from the performance of this contract and which are performed within the City. Proposer shall submit with Proposal the job titles/classifications to be used in the performance of this contract should it be awarded to your firm. Proposer shall indicate the number of employees for the Consultant and all Sub-Consultants in each job classification as well as the number of new hires, if any, as a result of this contract. Further, please explain below how you plan to implement the City's Local Hire Policy relative to the Architectural and Engineering Services Component of this contract. Please complete a separate form for all firms that are a part of your team (see **Exhibit 8** - Project Workforce Utilization, Revised Form AA-2 attached).

17. **CERTIFICATE OF INSURANCE**

Submission of a proposal indicates that the firm currently has, or will, if selected, meet the following insurance requirements set forth in Agreement including:

Professional Liability Coverage. The Architect shall obtain, pay for, and maintain for **five (5) years** after completion of the Project, professional liability insurance coverage for claims arising from negligent acts, errors, or omissions in the performance of professional services by Architect, its employees, agents and "Covered Professional Services" as designated in the policy. The policy(ies) must provide a minimum **\$2,000,000.00 per claim/\$4,000,000.00 annual aggregate**. Any deductible or self-insured retention shall not exceed \$50,000.00 unless otherwise approved by Owner.

Automobile Liability Coverage. The Architect shall obtain, pay for, and maintain in full force and effect throughout the term of this Agreement, automotive liability coverage including owned, non-owned, and hired vehicles, with a combined single limit of at least **\$1,000,000**.

Commercial General Liability Coverage. The Architect shall obtain, pay for, and maintain in full force and effect throughout the term of the Agreement, Commercial General Liability ("CGL") coverage with minimum limits of at least **\$1,000,000.00 per occurrence/\$2,000,000.00 annual aggregate** written on an Insurance Services Office (ISO) Commercial General Liability Form CG 00 01 or its equivalent for coverage on an occurrence basis and any deductible or self-insured retention shall not exceed \$50,000.00.

Workers' Compensation. The Architect shall comply with the applicable sections of the

California Labor Code concerning workers' compensation for injuries on the job.

Certificate of Insurance. Proof of insurance is not required to be submitted with the Proposal, but will be required prior to the City's execution of the contract.

Licensed Insurer. All policies of insurance shall be maintained with insurers authorized to transact business (i.e., admitted) in the State of California so as to provide access to the California Insurance Guaranty Association and other state regulations and have a "Best's Guide" rating of A:VII or better.

See § 2.5 of the Standard Agreement, attached hereto as **Appendix J**, for details regarding insurance requirements.

Proof of insurance is not required to be submitted with your Proposal, but will be required prior to the City's award of the contract.

**18. STANDARD TERMS AND CONDITIONS**

Prior to the commencement of any services, City and Architect shall enter into a written contract using the City's standard form of agreement, a modified AIA<sup>®</sup> Document B101-2007, Standard Form of Agreement Between Owner and Architect, a copy of which is attached hereto as **Appendix J**. Proposers responding to this RFP are strongly advised to review all the terms and conditions of the agreement prior to submitting a Proposal.

Before any Services can commence, the selected firm will be required to execute the Standard Form of Agreement (see **Appendix J**). To facilitate the smooth and timely implementation of the Project, firms responding to this RFP shall review all the terms and conditions of the Standard Form of Agreement including, but not limited to, provisions relating to insurance, indemnity and termination. Proposers shall sign and submit the consent form, indicating whether the Standard Form of Agreement is: 1) accepted without qualification; or 2) accepted based upon identified limited modifications. It is the City's policy that the attached Standard Form of Agreement be accepted as is. By submitting a proposal to the City in response to this RFP, each Proposer is deemed to have provided its approval to the Standard Form of Agreement. Any qualifications to the Standard Form of Agreement may be weighed in the evaluation of the Proposal and may cause rejection of the Proposal as non-responsive, in the sole determination of the City.

**19. PROOF OF AUTHORITY**

If the Proposer is a corporation, formal proof of the authority of the officer signing the Proposal to bind the corporation must be submitted with the Proposal. A simple letter is not sufficient. See the Identity Confirmation form on **Exhibit 7**.

**20. EQUAL OPPORTUNITY CONTRACTING**

Policy – The City of Pasadena is committed to a policy of Equal Opportunity Contracting. Qualified firms, including small businesses and businesses owned by women, minorities, and disabled persons, are encouraged to submit Proposals. Proposers expressly agree to comply with the City's ordinances and regulations



regarding Equal Opportunity Employment as well as regulations that may be mandated by the source of the funds supporting this Contract.

Compliance – To the extent permitted by law, Architect expressly agrees to establish compliance with the Equal Employment Opportunity Practices Provisions of Chapter 4.08 of the Pasadena Municipal Code, and the Rules and Regulations adopted pursuant to said ordinance.

The successful Proposer may be required to submit documentation during the term of the contract to evidence on-going compliance with the City's Municipal Code. Such documentation may include, but not be limited to, certified payroll records.

Questions regarding the City of Pasadena's Contracting Ordinance and policy should be directed to the Department of Finance, Purchasing & Payables Division, 626-744-6755.

**21. FEDERAL FUNDING REQUIREMENTS**

The Project is being funded by a U.S. Department of Housing and Urban Development Community Development Block Grant. Therefore, the Contract is subject to certain federal requirements, including, but not limited to: Davis-Bacon Act prevailing wage regulations; Equal Employment Opportunity; Affirmative Action; Small Business Enterprise ("SBE"), Minority Business Enterprise ("MBE"), and Women's Business Enterprise ("WBE") utilization; Equal Employment Opportunity; and HUD Section 3 Program requirements. See **Appendix K** for details.

**22. DEFINITIONS**

The words (A) "City," (B) "Department," (C) "Director," or (D) "Architect," as used in this RFP, shall be understood to refer respectively to (A) the City of Pasadena, California, (B) the several departments therein, (C) the directors of the several City departments, the Director of Affirmative Action, or any of their properly authorized assistants, and (D) the person, firm or corporation with whom the contract is made by said City or the agent or legal representative who may be appointed to represent such person, firm or corporation in the signing and performance of said contract.

**23. INSTRUCTIONS AND QUESTIONS**

Questions regarding this Request for Proposals should be directed only to the City representative(s) designated below. Do not contact any other City employee or official regarding this RFP.

**Dale Torstenbo**  
100 N. Garfield Ave., Room N306  
Pasadena, California 91101  
(626) 744-3971  
[dtorstenbo@cityofpasadena.net](mailto:dtorstenbo@cityofpasadena.net)

**24. ADDENDA**

If any person contemplating submitting a Proposal of the items or services listed herein is in doubt as to the true meaning of any part of this Request for Proposals, he/she may

submit to the City representative(s) identified in Section 20 above, a written request for an interpretation or correction thereof.

Any interpretation or correction of this RFP will be made only by addendum, duly issued by the City representative(s) identified in Section 23 above. Copies of such addenda will be e-mailed or delivered to those persons who have registered with the City for receipt of the RFP.

**25. WITHDRAWAL OF PROPOSAL**

Any Proposer may withdraw its Proposal, either personally or by telegraphic or written request at any time prior to the deadline for submission of Proposals.

**26. FIRM COMMITMENT OF AVAILABILITY OF SERVICE**

Once a Proposal is opened, a Proposer is expected to maintain an availability of service as set forth in its Proposal for at least **six (6) months** after the date for submission of Proposals.

**27. RESERVATIONS**

The City reserves the right to reject any or all Proposals and any item or items therein, and to waive any non-conformity of Proposals with this RFP, whether of a technical or substantive nature, as the interest of the City may require.

**28. DECLARATION OF NONCOLLUSION**

Each Proposer shall submit a single copy of the Declaration of Noncollusion by Proposer included herein (see **Exhibit 4**).

**29. DOCUMENTS TO BE CONSTRUED TOGETHER**

The RFP, the Proposal, all Exhibits thereto, and all documents referred to in the complete Specifications and the Contract to be entered into between the Architect and the City, and all modifications of said documents, shall be construed together as one document.

**30. ERRORS AND OMISSIONS**

Proposer shall not be allowed to take advantage of any errors in or omissions from the Request for Proposals. Full instructions will be given if such error or omission is discovered and timely called to the attention of the City.

**31. RFP NOT CONTRACTUAL**

Nothing contained in this Request for Proposals shall create any contractual relationship between the Proposer and the City. The City accepts no financial responsibility for costs incurred by any proposer regarding this RFP.

**32. PATENT, COPYRIGHT, TRADE SECRET AND TRADEMARK FEES**

Each Proposer shall include in the Proposal any patent fees, royalties, and charges on any patented article or process to be furnished or used in the prosecution of the Services or Work.

**33. TAXES**

The fee proposal shall include all federal, state, local and other taxes.

**34. ACCEPTANCE OF CONDITIONS**

By submitting a response to this RFP, each Proposer expressly agrees to and accepts the following conditions:

- A. The City reserves the right to request further information, either in writing or orally, to establish the stated qualifications.
- B. The City reserves the right to solely judge the Proposer's representations, either written or oral, and to solely determine whether the Proposer is qualified to perform the requested Services. Proposer acknowledges and agrees that the judgment of the City as to whether or not the Proposer is qualified to perform the Project shall be final, binding and conclusive.
- C. The City reserves the right to reject all Proposals, waive any irregularity in any of the responses, or cancel the Project at any time.
- D. The RFP process does not commit the City to award any contract and the City is not liable for any cost incurred by the Proposer in the preparation and submission of a Proposal.

**35. TRUTHS AND ACCURACY OF REPRESENTATION**

In submitting a Proposal, the Proposer affirms that it is familiar with all requirements of this RFP and has sufficiently informed itself in all matters affecting the performance of the Services called for in this RFP. Proposers also affirm that they have checked their Proposals for errors and omissions and that the stated prices are correct for providing the Services described in this RFP.

False, incomplete, and/or unresponsive statements may be sufficient cause for rejection of a Proposal. The evaluation and determination of the fulfillment of this requirement will be the City's responsibility and its judgment shall be final.

**36. INDEMNITY DISCLOSURE STATEMENT**

Proposers are directed to carefully review the provisions of Article 12 of the Standard Form of Agreement between Owner and Architect, AIA® Document B101-2007 Edition, which sets forth the Architect's obligations to indemnify and hold harmless the City of Pasadena and the other indemnities.

**END OF DOCUMENT**

## EXHIBIT 1

### PROPOSAL CHECKLIST (REVISED)

- \_\_\_ Exhibit 1 Proposal Checklist, Architect and Consultant Listing, and Proposer Certification
- \_\_\_ Exhibit 2 Designated Representatives, Key Personnel, and Consultants
- \_\_\_ Exhibit 3 Hourly Rates of Architect and its Consultants
- \_\_\_ Exhibit 4 Declaration of Noncollusion by Contractor
- \_\_\_ Exhibit 5 Disclosure Regarding Taxpayer Protection Act
- \_\_\_ Exhibit 6 Living Wage Compliance Certification
- \_\_\_ Exhibit 7 Identity Confirmation
- \_\_\_ Exhibit 8 Vendor List Questionnaire (Form AA-1), Project Workforce Utilization (Form AA-2), Current Permanent Workforce Utilization (Form AA-3) (optional)
- \_\_\_ Exhibit 9 Proposer's Schedule for Basic Services and Deliverables
- \_\_\_ Exhibit 10 HUD Section 3 Forms
  - Section 3 Proposer Information Form (Must be Submitted with Proposal Even if Not Claiming Preference HUD Section 3 Points)
  - Federal Lobbyist Certification (Must be Submitted with Proposal if Claiming HUD Section 3 Preference Points)
  - Section 3 Business Certification Form (Must Submitted with Proposal if Claiming HUD Section 3 Preference Points)
  - Section 3 Resident Certification (Must be Submitted with Proposal if Claiming HUD Section 3 Preference Points and Utilizing Employee Data for Qualification)
  - Notice of Section 3 Commitment (Must be Submitted with Proposal if Claiming HUD Section 3 Preference Points Under the Intent to Hire or Subcontract)
  - Section 3 Economic Opportunity Plan (Must be Submitted with Proposal if Claiming HUD Section 3 Preference Points Under the Intent to Hire or Subcontract)
  - Section 3 Economic Opportunity Report (Must be Submitted after Contract Award and Execution and Every Six Months Thereafter if Claiming HUD Section 3 Preference Points)  
Sample Form Attached for Information Only
- \_\_\_ Exhibit 11 Consent to Sign Owner's Standard Form of Agreement

**EXHIBIT 1**

**ARCHITECT AND CONSULTANT LISTING**

<b>Architect/Consultant</b>	<b>Local Pasadena Business License (Attach Business License)  Yes/No</b>	<b>Small or Micro-Business (Attach Certification)  Yes/No</b>	<b>Percent of Project Scope of Work (Do Not Enter Dollar Value)  %</b>
			%
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			%
			%
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			%
			%

**EXHIBIT 1**

**PROPOSER CERTIFICATION**

I, the undersigned, hereby certify under penalty of perjury that all representations made in this Proposal for Architectural and Engineering Services for the Robinson Park Recreation Center are true and correct to the best of my knowledge at the time of the Proposal's submission.

Addenda Received:

Addendum No. \_\_\_\_, dated \_\_\_\_\_, 2013

Addendum No. \_\_\_\_, dated \_\_\_\_\_, 2013

Addendum No. \_\_\_\_, dated \_\_\_\_\_, 2013

Addendum No. \_\_\_\_, dated \_\_\_\_\_, 2013

Addendum No. \_\_\_\_, dated \_\_\_\_\_, 2013

Addendum No. \_\_\_\_, dated \_\_\_\_\_, 2013

Addendum No. \_\_\_\_, dated \_\_\_\_\_, 2013

Addendum No. \_\_\_\_, dated \_\_\_\_\_, 2013

\_\_\_\_\_  
Signature of party legally authorized to sign for Proposer

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

**EXHIBIT 2**

**DESIGNATED REPRESENTATIVES, KEY PERSONNEL, AND CONSULTANTS**

**I. BY ARCHITECT**

A. Architect's Designated Representative is: \_\_\_\_\_.

B. Architect's Key Personnel are:

<b>Title</b>	<b>Name</b>	<b>Responsibilities</b>	<b>Time Commitment</b>
Principal-in-Charge		Overall Project coordinator	
Senior Project Manager		Overall Project management, oversight of Project budget and schedule.	
Project Manager		Project manager and primary point of contract with Owner.	

C. Architect's Consultants are:

<b>Discipline</b>	<b>Firm Name &amp; Address</b>	<b>Contact(s)</b>	<b>Time Commitment</b>
Mechanical, Electrical, Plumbing Engineer			
Civil Engineer			
Structural Engineer			
Landscape Architect			
Community Engagement			

**II. BY OWNER**

A. Owner's Designated Representative is: Dale Torstenbo.

B. Owner's Separate Consultants are:

<b>Discipline</b>	<b>Firm Name &amp; Address</b>	<b>Contact(s)</b>	<b>Time Commitment</b>
TBD			

**EXHIBIT 3**

**HOURLY RATES OF ARCHITECT AND ITS CONSULTANTS**

(attach Fee Proposal)

**I. ARCHITECT'S HOURLY RATES**

<b>Title</b>	<b>Rate</b>
Principal	\$ /hour
Project Manager	\$ /hour
Project Designer	\$ /hour
<i>[Architect to identify other relevant positions required to perform Services]</i>	\$ /hour
	\$ /hour
	\$ /hour
	\$ /hour
	\$ /hour
	\$ /hour
	\$ /hour

**II. CONSULTANT'S HOURLY RATES**

A. Electrical Engineer

<b>Title</b>	<b>Rate</b>
Principal in Charge	\$ /hour
Project Manager	\$ /hour
Project/Senior Engineer	\$ /hour
	\$ /hour
	\$ /hour
	\$ /hour
	\$ /hour
	\$ /hour

B. Civil Engineer

<b>Title</b>	<b>Rate</b>
Principal Engineer	\$ /hour
Project Manager	\$ /hour
Project Senior Engineer	\$ /hour
	\$ /hour
	\$ /hour
	\$ /hour

C. Structural Engineer

<b>Title</b>	<b>Rate</b>



Principal Engineer	\$ /hour
Project Manager	\$ /hour
Project Senior Engineer	\$ /hour
	\$ /hour
	\$ /hour
	\$ /hour
	\$ /hour

D. Landscape Architect

<u>Title</u>	<u>Rate</u>
Principal	\$ /hour
Project Manager	\$ /hour
Designer	\$ /hour
	\$ /hour
	\$ /hour

E. Others

**EXHIBIT 4**

**DECLARATION OF NONCOLLUSION  
TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing proposal. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state]."

By: \_\_\_\_\_ Title: \_\_\_\_\_

**EXHIBIT 5**

**DISCLOSURE PURSUANT TO THE  
CITY OF PASADENA TAXPAYER PROTECTION AMENDMENT OF 2000  
PASADENA CITY CHARTER, ARTICLE XVII**

Architect hereby discloses its trustees, directors, partners, officers, and those with more than a 10% equity, participation, or revenue interest in Architect, as follows:

1. Architect Name:		
2. Type of Entity: <input type="checkbox"/> Non-government <input type="checkbox"/> Non-profit 501(c) (3), (4), or (6)		
3. Names of trustees, directors, partners, officers of Architect:		
4. Name of those with more than a 10% equity, participation or revenue interest in Architect:		

Prepared by: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 6**

**LIVING WAGE COMPLIANCE CERTIFICATION**

This contract is subject to the City of Pasadena’s Living Wage Ordinance, Pasadena Municipal Code Chapter 4.11. The Ordinance requires that contractors providing labor or services to the City under contracts in excess of \$25,000:

- ◆ Pay no less than ten dollars and seventy-five cents (\$10.75) per hour plus medical benefits of no less than one dollar and eighty-five cents (\$1.85) per hour, or twelve dollars and sixty cents (\$12.60) per hour without medical benefits to all employees who spend any of their time providing labor or delivering services to the City of Pasadena. Additionally, in January 2014 and each January thereafter the Living Wage rate shall be adjusted by the change in the Consumer Price Index, for the Los Angeles-Riverside-Orange County area, all urban consumers, for the most recently available 12 month period.
- ◆ Notify employees who spend any of their time providing labor or delivering services to the City of Pasadena who make less than twelve dollars (\$12) per hour of their possible right to the federal Earned Income Tax Credit (EITC) under § 32 of the Internal Revenue Code of 1954, 26 U.S.C. § 32, and making available to such employees forms required to secure advance EITC payments.

The selected contractor will be required to evidence compliance with the Living Wage Ordinance by submitting payroll records as requested by the City. Each record shall include the full name of each employee performing labor or providing services under the contract; job classification; rate of pay and benefit rate.

I, \_\_\_\_\_  
 (Name, Title and Signature)  
 do hereby certify and declare under penalty of perjury that if awarded the contract for which this Bid/Proposal is made \_\_\_\_\_ will comply with  
 (Name of Company)

the requirements of the Pasadena Living Wage Ordinance, Pasadena Municipal Code Chapter 4.11 and the rules and regulations promulgated thereunder. I understand that failure to comply with the provisions of the Pasadena Living Wage Ordinance may result in termination of the contract as well as other penalties as stated in Pasadena Municipal Code Chapter 4.11.

**IMPORTANT NOTICE:** Contractors with collective bargaining agreements covering those employees assigned to contract are exempt from the wage requirements of the Living Wage Ordinance. If claiming an exemption on this basis, please complete the following:

I, \_\_\_\_\_  
 (Name, Title and Signature)  
 do hereby certify under penalty of perjury that there exists between \_\_\_\_\_  
 (Name of Company)

and those employees to be assigned to the subject contract a collective bargaining agreement which sets forth salary and/or benefit rates. I hereby agree to provide a copy of said agreement to the City if so requested.

Please return this form with your Bid/Proposal. Questions concerning the Living Wage Ordinance should be directed to the Department of Finance – Purchasing Division 626.744.6755.

**EXHIBIT 7**

**IDENTITY CONFIRMATION**

Consultant's Name \_\_\_\_\_

Office Address \_\_\_\_\_

If an individual, so state \_\_\_\_\_

If a partnership, co-partnership, or firm, so state, giving the names and addresses of individuals constituting the organization.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If a corporation, give the following information:

Name of President \_\_\_\_\_

Name of Secretary \_\_\_\_\_

Organized under the laws of the State of \_\_\_\_\_

Name and address of local representative \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

(Attach an incumbency certificate or corporate resolution to confirm: (1) the identity of the officer who signs the Proposal; (2) the fact that he/she is the officer named; and (3) his/her authority to bind the Consultant. See attached sample forms.)

**INCUMBENCY CERTIFICATE**

The undersigned, Secretary/Assistant Secretary of \_\_\_\_\_ (the "Company"), hereby certifies to the City of Pasadena ("Owner") as follows:

1. That he/she is the duly elected, qualified, and acting Secretary/Assistant Secretary of the Company, and that, as such, he/she is authorized to execute this Incumbency Certificate on behalf of the Company.

2. That pursuant to the Company's By-Laws, as amended by resolutions, the following named person(s) was/were designated and appointed to the office(s) indicated below, and that said person(s) does/do continue to hold such office(s) at this time.

<u>NAME</u>	<u>OFFICE/TITLE</u>
_____	_____
_____	_____
_____	_____

3. That the person(s) named above is/are authorized to sign the proposal submitted or to be submitted to Owner, and to enter into the Contract on behalf of the Company, and that the signature set forth on each of the documents is that of the person(s) named above.

IN WITNESS WHEREOF, the undersigned has executed this Incumbency Certificate under penalty of perjury under the laws of the State of California on \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ [designate location].

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or type name)

Its: \_\_\_\_\_  
(Insert Secretary or Assistant Secretary)

**CERTIFICATE OF SECRETARY OF CORPORATION**

I, \_\_\_\_\_, Secretary of \_\_\_\_\_, a corporation incorporated under the laws of the State of \_\_\_\_\_ ("Corporation"), do hereby certify that the foregoing is a full, true and correct copy of the resolution of the Board of Directors of this Corporation, duly and validly adopted by the Board of Directors as required by law, and by the by-laws of this Corporation.

I further certify that the foregoing resolution remains in full force and effect and has not been amended or revoked, and that the specimen signatures appearing below are the signatures of the officers authorized to sign for this Corporation by virtue of the foregoing resolution.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the Corporation this \_\_\_\_\_ day of \_\_\_\_\_.

AUTHORIZED SIGNATURES:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name, Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name, Title)

\_\_\_\_\_  
(Signature)  
Secretary of \_\_\_\_\_, a  
\_\_\_\_\_ Corporation