



**CITY OF LA MIRADA**

**REQUEST FOR PROPOSALS (RFP)**

**DESIGN AND ARCHITECTURAL SERVICES FOR  
SPLASH! LA MIRADA REGIONAL AQUATICS CENTER  
WATER SLIDE PROJECT**

RFP SUBMISSION DEADLINE: 4 P.M. ON THURSDAY, SEPTEMBER 21, 2017

Proposal Contact:  
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## **1. INTRODUCTION**

The City of La Mirada is soliciting proposals from qualified architectural and/or design consultant firms (Proposers) for the addition of a waterpark feature at Splash! La Mirada Regional Aquatics Center (Project). Owned and operated by the City of La Mirada, Splash!, located at 13806 La Mirada Boulevard, is an existing multi-use aquatic center with a 50-meter competition pool, a 25-yard teaching/training pool, a therapeutic spa, and Buccaneer Bay, a pirate-themed, family-friendly waterpark.

The new feature will include the addition of a new waterslide tower for a multi-lane mat rider slide and possibly two additional body tube slides. While the tower to accommodate all slides is to be completed as part of this project, the two body tube slides may not be completed until the future. The new slide feature is envisioned to be located within Buccaneer Bay's open space area near the picnic pavilion at the northern edge of the waterpark; however other locations may be considered.

The project is estimated to begin construction in early 2018, with project completion expected by the opening of the 2018 season in May.

## **2. PROJECT GOALS**

The City of La Mirada is seeking an experienced, qualified architectural firm that will bring a comprehensive and collaborative approach to the efficient design of a new waterpark feature at Buccaneer Bay. Design consultant teams will be required to provide technical expertise in the following areas, including, but not limited to:

- Preparing architectural designs for waterparks and/or aquatic facilities.
- Designing structural, mechanical, plumbing, electrical, and pool filtration systems, as directly related to waterpark operations.
- Preparing bid-ready construction documents for waterpark features.
- Construction management assistance.

## **3. SCOPE OF SERVICES**

### **Project Establishment**

The successful proposer ("Consultant", sometimes herein) shall be a California State-licensed architect and architectural business. The Consultant will meet with City staff to establish project goals and objectives, understand the Project budget, determine the site location, and confirm the design program. Consultant will review the physical characteristics and requirements identified for the slide, and ensure its suitability for the site location. Consultant will provide preliminary concepts for the slide to meet the program goals, physical requirements and site limitations. Support spaces such as family gathering areas, queuing areas, and support areas for storage and mechanical and maintenance needs will be discussed. Engineering work for topographical survey, geotechnical investigation and underground utility location will also be completed by the Consultant.

### **Schematic Design**

Consultant will provide a narrative, and schematic plans and sections for the slide showing critical dimensions and features. Consultant will review preliminary schematic design drawings for the slide, slide structure, and support equipment building; adjacencies and circulation; traffic patterns; activity program; use of spaces and capabilities; project phasing; electrical and mechanical systems; architectural character and/or theming elements of the equipment building and slide structure, and landscaping. Consultant will also provide general resource information for finishes, lighting, outlets, water supply and waste and geotechnical issues that may influence the slide structure.

### **Design Development**

Consultant will provide design development drawings of water slide amenities and balance tank showing markings and features in plan and section. Consultant will provide architectural plan and elevation of the pool filter room and chemical rooms showing pumps, filters and water chemistry equipment to verify size of space.

The design development documents will coordinate the slide equipment to be specified with the interface of all design disciplines and engineering. The structural engineering required for the foundation system of the slide and slide structure is to be coordinated with the specified slide selected by the City and shown in drawings. The Project will be coordinated and shall otherwise comply with the requirements of State and local Health Codes and the California Building Standards Code.

### **Construction Document Preparation**

The Consultant will prepare all architectural, structural, mechanical/plumbing, electrical (including lighting/sound) and civil engineering, landscape and irrigation, aquatic drawings and general specifications and information for construction of the Project which shall meet all requirements of the City and all applicable local, State and federal laws and regulations including, but not limited to, the Americans With Disabilities Act. The drawings and specifications will be coordinated with the slide manufacturer's drawings and structural requirements.

### **Bidding**

Consultant will assist in obtaining bids or negotiated proposals and in awarding and preparing construction contracts.

### **Construction Administration**

Consultant will provide limited observation during construction of the project to ensure the Project is built according to the design set forth in the documents. Consultant will review the contractor's shop drawings, product samples and schedule of performance. Consultant will assist in the preparation of change orders and construction directives. Consultant will conduct observations to determine the date of substantial completion and assist in identifying any performance "punch list" items.

#### **4. PROPOSAL INFORMATION**

Proposals will be received by the City of La Mirada at the Office of the City Clerk, 13700 La Mirada Boulevard, La Mirada, California 90638 until 4:00 p.m. on Thursday, September 21, 2017.

A project walk through will be held on Tuesday, September 12, 2017 at 10:00 a.m. at the Splash! La Mirada Regional Aquatics Center. Interested Proposers are encouraged, but not required, to attend.

The City will respond to any requests for clarification to the Request for Proposal in RFP Addendum(s) as needed. Inquiries should be directed to Community Services Supervisor Oliver Osuna at [oosuna@cityoflamirada.org](mailto:oosuna@cityoflamirada.org). All requests for clarification must be received by Friday, September 15, 2017.

Proposals must be submitted in a sealed envelope, addressed to the City Clerk at the above referenced address. The sealed envelope containing a Proposal must be plainly marked on the outside as "Water Slide Project" and Proposer's name and address must be identified. Submit one (1) unbound original and three (3) copies of the proposal.

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

Following proposal submittal and review, the City may, at its sole discretion, conduct interviews with selected firms. Award of the design contract by the La Mirada City Council, if one is made, is expected to be made in October, 2017.

#### **5. PROPOSAL EVALUATION AND SELECTION**

A Selection Committee comprised of City staff will evaluate and rank all proposals meeting the requirements of this RFP. Rankings will be determined by demonstrated competence and professional qualifications, based on a combination of the following factors:

- Understanding of and ability to complete work scope (25%)
- Technical capabilities and qualifications (25%)
- Previous experience on similar projects (25%)
- References (15%)
- Overall quality of proposal (10%)

Upon completion of the rankings, the Selection Committee may, at its discretion, interview any or all of the Proposers. After completing the ranking process, the Proposer(s) rated as most qualified to provide the requested services will be invited to enter into a final Professional Services Agreement, if one is to be entered.

The City reserves the right to accept or reject any or all proposals, waive any irregularities in proposals, and may, at its discretion, negotiate with one or more Proposers concurrently.

The Selection Committee reserves the right to request additional information from Proposers, visit sites, request demonstrations or oral presentations, and/or ask Proposers to appear before the Selection Committee to clarify points of their proposal.

The City reserves the right to consider any minor deviations from the Scope of Work and determine whether or not to accept such deviation. The City reserves the right to seek supplementary information from any Proposer at any time after the official proposal opening and before any award. Such information will be limited to clarification or amplification of information requested in the original proposal.

Each Proposer agrees that the City may have up to ninety (90) days to accept or reject proposals.

Upon City's acceptance of a proposal, the successful Proposer will be required to execute and return all required Project documents and all certificates of insurance with endorsements, within ten (10) calendar days from the date of approval of any award of a Professional Services Agreement by the City Council. Should the successful Proposer fail or refuse to execute the Professional Services Agreement, the City reserves the right to accept the proposal of the next highest ranked Proposer.

## **6. PROPOSAL FORMAT**

Each proposal shall include the following information:

### Binding Transmittal Letter

Proposer must provide a cover letter (two pages maximum) signed by a party authorized to contractually obligate the Proposer (and respective team members) to perform the commitments included in the proposal. The letter must also identify the name, title, address, telephone number, and e-mail address of the individual(s) responsible for such negotiations, if selected. Additionally, the cover letter should discuss the Proposer's overall qualifications and ability to meet the scope of work outlined in this RFP, and include a statement guaranteeing the validity of the Proposal, including all proposed fees and costs, for a period of 90 days beyond the submission date. The letter shall also constitute certification, under penalty of perjury, that the selected firm will meet all City rules and regulations, and State and federal nondiscrimination laws. An unsigned cover letter, or a letter signed by a representative unauthorized to bind the firm may be rejected.

### Firm Overview and Qualifications

- A Statement of Qualifications applicable to this Project including the names, qualifications, and proposed duties of the firm's staff to be assigned to this Project. List the specific individuals who will serve as Lead Architect and Aquatic Design Consultant.

- A listing of the firm's and, specifically, the Lead Architect's and Aquatic Design Consultant's recent waterpark projects completed within the past 10 years including the names, titles, addresses, and telephone numbers of the appropriate persons who the City may contact.
- A listing of the firm's three (3) most recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons who the City may contact.
- An organizational chart identifying key personnel, their specific project responsibilities, and their relationships/chain of command.
- A listing of any subcontractors the Proposer intends to employ in execution of the project, including name, address, telephone number, and name of contact person. Discuss the proposed subcontractor's role and provide information on subcontractors' experience performing similar work. All subcontractors are subject to the approval of the City.

#### Work Plan and Design Schedule

- Indicate how project schedules are prepared (including integration of design), cost estimates, cost control procedures, maintaining design excellence, and quality control. Explain which functions will be provided in-house and which will be contracted out and how they are integrated and included in the scope of the services proposed.
- Time is of the essence on this project. An outline showing how the Proposer will expedite the design of this Project in order to ensure substantial completion by May 1, 2018. A proposed timeline of activities shall be provided.

#### Conflict of Interest

- Firms shall disclose any financial, business or other relationships with the City that may have an impact on the outcome of this contract or any resulting construction project. Firms shall also list current clients who may have a financial interest in the outcome of this contract.

#### References

- Provide a minimum of three references for past aquatic and/or waterpark construction projects (completed within the past 10 years) managed exclusively by the firm's proposed Lead Architect for this project. References shall include: Project name and location, project size, year completed, name of client and contact information, and a brief summary of the completed project.

### Fee Proposal

- Provide a lump sum fee proposal and reimbursable expenses for the project. **The fee proposal shall be in a separate sealed envelope that is separate from the remainder of the proposal.**
- A copy of the Proposer's hourly rate schedule and a written statement that says hourly rate schedule is part of the firm's proposal for use in performing extra work incurred that is not part of this RFP.

## **7. TERMS AND CONDITIONS**

### Contract Requirement

The successful Proposer shall enter into a Professional Services Agreement, if any, with the City. The Proposer to whom the contract is awarded shall execute a written agreement with the City within ten (10) calendar days after notice of the award has been sent by mail to the firm at the address given in the proposal. The agreement shall be made in the form adopted by the City. The Proposer warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all federal, State, County, City and Special District laws, ordinances, and regulations which are applicable.

### Contract Term

The Professional Services Agreement will be valid until the services covered in the Scope of Work have been completed to the City's satisfaction. Fees proposed by the Proposer must be valid for the life of the agreement unless otherwise conditioned in the proposal.

### Contract Assignment

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

### Non-Discrimination

In the performance of the terms of the contract, the Proposer agrees that it will not engage in, nor permit such subcontractors as it may employ to engage in, discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, or religion of such person(s).

### Assignment of Personnel

The Proposer may not transfer, remove, or change the Lead Architect, Aquatic Design Consultant, or subconsultants without the prior, written consent of the City. An unauthorized change in personnel may result in the City's termination of the agreement.

Confidentiality and Ownership of Proposal Materials, Reports, and Data

All proposal and work documents are “works made for hire”, for the benefit of the City, and following final payment, all such documents and all intellectual property rights arising from their creation, shall become the property of the City. Upon any contract award, all documents provided by the successful Proposer shall become public records subject to disclosure. This shall also include, but is not limited to, all proposals that are rejected and projects for which an award is not made for any reason.

Amendments to the RFP

The City reserves the right to modify this RFP at any time prior to the final proposal submittal deadline. Modifications or revisions to the RFP shall be issued only as a written amendment or addenda issued by the City. In the event the City modifies or revises the RFP, a copy of such changes will be issued to each recipient of the RFP.

Insurance and Indemnification

The selected Proposer shall submit a “Statement Certifying Insurance Coverage” certifying that the required general and professional liability insurance coverage will be obtained and that said coverage is prerequisite for entering into a Professional Services Agreement with the City. Failure to meet the City’s insurance requirements shall result in disqualification.

The selected Proposer shall be required to hold harmless, indemnify and defend the City, its elected officials, employees, contractors serving as City officials, agents, and volunteers (“Indemnitees”), as to claims arising out of its performance of non-professional services, and to hold harmless and indemnify the Indemnitees as to claims arising out of the Proposer’s professional services, except loss or liability caused by the City’s sole negligence or willful conduct.

Labor Code Compliance.

Some of the services called for by the RFP constitute “public works” (See California Labor Code Section 1720.) As to those services, the selected Proposer shall comply with California Labor Code Sections 1720 through 1815, including paying prevailing wages and maintaining certified payroll records.

Withdrawal or Modification of Proposals

Proposals may be withdrawn or modified at any time prior to the date and time fixed for the opening, provided that a request in writing executed by the Proposer or his or her duly authorized representative for the withdrawal or modification of such proposal is filed with the City Clerk. The withdrawal or modification of a proposal shall not invalidate the right of a Proposer to file a new proposal prior to the time and date set for the filing deadline. After the expiration of the time and date for receipt of proposals, a proposal may not be withdrawn or modified.

Business License

Prior to beginning any work, the selected Proposer shall secure the appropriate Business License from the City of La Mirada.

Payment Terms

The City's payment terms are 30 days from the receipt of an undisputed, original invoice referencing the agreement with the City.

Validity of Cost Proposal

Cost Proposals shall remain valid for at least ninety (90) days after the opening of proposals.

Right to Reject All Proposals

The City reserves the right to reject any or all proposals submitted, and no representation is made hereby that any agreement will be awarded pursuant to this RFP or otherwise.

All costs incurred in the preparation of the proposal, the submission or additional information, and/or any aspect of the proposal prior to award of a written contract will be borne by the Proposer. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind that may be incurred by the Proposer. All proposals submitted to the City of La Mirada are the property of the City.