



City of Lynwood, California

Request for Proposals – Construction Manager At-Risk Services

New Annex and City Hall Renovation Project

Due Date: December 16, 2013

City of Lynwood, 11330 Bullis Road, Lynwood, California 90262

Public Works Department

Issued November 14, 2013

I. INTRODUCTION

The current Lynwood City Hall facilities were constructed in 1953 by the City and include two adjacent buildings: City Hall and City Hall North. The existing Council Chambers is located in City Hall with 1,270 square feet, seating capacity for 70 and an adjacent 330 square foot conference room. The City Hall facilities also included an old City Hall Annex that was constructed by Los Angeles County as a library and later purchased by the City in 1981 for City Hall expansion purposes.

The City has been seeking City Hall improvements and an Annex replacement for the last ten years. The most recent improvement effort was the approval of a new Annex Project in February 2010 that ultimately resulted in the rejection of all construction bids in July 2013. The old Annex was 5,400 square feet, housed approximately 30 employees and was demolished in early 2011 as a part of that project. The affected employees were moved to temporary trailer offices on an adjacent site.

The City has now developed a different approach to the City Hall improvements that will include a New Annex and City Hall Renovation Project with a construction budget of \$4,541,000 and a total not-to-exceed project budget of \$7,429,000.

II. PROJECT DESCRIPTION

To ensure the delivery of a quality project within the not-to-exceed project budget and on time, the City has chosen to use the Construction Manager At-Risk (CM At-Risk) project delivery method. The CM At-Risk will be expected to work with the City's architect and provide construction expertise during the design development phase for budget control and value engineering purposes. At approximately 65% of the completion of construction documents, the CM At-Risk will enter into an agreement with the City for the construction and construction management of the project that includes a Guaranteed Maximum Price (GMP) and project schedule for the project. The City's focus and emphasis will be on a quality project, budget management, project cost control and project delivery time.

Lynwood City Hall staff is currently housed in three existing facilities that provide approximately 17,300 gross square feet (GSF) of permanent space and 5,400 GSF of temporary trailer office space. The facilities include 9 departments and 72 employees, and provide approximately 20,000 square feet of office space (including City Council offices).

The New Annex and City Hall Renovation Project will include the design and construction of an 8,000 GSF new Annex building and a comprehensive 17,300 GSF City Hall/City Hall North renovation. (See attached Appendix A – Site Map.) The new Annex will include a 3,500 square feet Council Chambers area: 2,400 square feet council chambers with seating capacity for approximately 140, conference room, and public restrooms. The remaining 4,500 square feet will be office space for approximately 18 employees including the City Manager, City Attorney, and elected officials.

As mentioned above, the two permanent City Hall buildings were built in 1953 and are 60 years old. Over the years the City has conducted sporadic, limited City Hall remodeling and/or add-ons. The occasional remodeling approach has resulted in a maze of offices and an imbalance of assigned space to various departments based on how the office space is physically segregated. This approach however, has left some departments with not enough space, some with vacant offices, and others with non-functioning space. The comprehensive renovation and modernization of the City Hall and City Hall North buildings will include approximately 17,300 gross square feet of the first floors of each building. (City Hall North has a basement of approximately 1,700 square feet that will not be included in this project.)

It is expected that a partial or complete temporary relocation of City Hall staff during the renovations will be necessary and will be the responsibility of the CM At-Risk. The number of employees subject to the temporary relocation is 46 (plus 5 council offices that may or may not be included in the temporary relocation) during the renovations. The balance of City Hall employees are located in the existing temporary trailer offices and will remain there through the renovations. The City has a number of areas in other Civic Center buildings that can be used for the temporary staff relocation. The City will rely on a CM At-Risk analysis and recommendation for the most cost effective way to handle City staff and day to day operations during the renovations.

III. SCOPE OF SERVICES

The City wishes to identify and select a CM At-Risk firm to provide professional project and construction management services on a continuous and integrated basis during the design and construction phases of the Project as described in this RFP. A summary of the anticipated services the CM At-Risk shall include, but is not limited to, the following:

Phase I - Design Management and Coordination Services

The CM At-Risk will review and refine as needed, the City's Project budget, including all project costs: usual and customary consultant/permit/fees soft costs, new building construction, existing building renovation, on-site and off-site mitigation costs, other indirect costs, furniture, fixture and equipment (FF&E) procurement and installation, staff temporary and permanent relocation costs, and any other cost that can be anticipated to be incurred in a public project of this scope and function.

The City will solicit proposals, select, and contract directly with the architect for the project, prior to retaining the CM At-Risk. Phase I involves design management and coordination services from conceptual design, schematic design, design development and the production of construction documents through the issuance of a building permit. The CM At-Risk will review and coordinate all design work in conjunction with the architect, and on behalf of the City. The Architect's Phase I services will include design development documents consisting of plans, specifications, and cost estimates as required for the CM At-Risk to provide a Guaranteed Maximum Price (GMP), and construction documents to bid the trade contractors for the construction of the project.

Work scope will include:

- Coordinate and manage the City’s design team in its delivery of architectural and engineering (A&E) services, including all required specialty consultants such as geotechnical, traffic, noise, and civil engineering design with special emphasis on the following:
 - Plan for the functional needs of City Hall day to day operations during construction and renovations;
 - Address the neighborhood context;
 - Coordinate all aspects of on-site improvements, all required off-site improvements, all on-site and off-site utilities, and any other applicable improvements;
 - Address the principles of sustainability during the design process as may be directed by the City;
 - Pursue the incorporation of LEED and operational efficiencies as requested by the City;
 - Address the importance of design, drawing and specification all complying with applicable local and State codes and design standards.
- Develop budgets and cost estimates at each phase of the design process and recommend design modifications as necessary utilizing Value Engineering Principles to keep at or below the construction budget established for the Project. Value engineering addresses the importance to improve the “value” of goods or services by using an examination of function. This is done with the primary tenet of value engineering that basic functions be preserved and not be reduced as a consequence of pursuing value improvements.
- Provide periodic design and constructability reviews at each phase of the design process.
 - Review conceptual design documents and related cost estimate with Architect prior to City staff review and approval by City Council.
 - Review schematic design documents and related cost estimate with Architect prior to City staff review and approval by City Council.
 - Review design development documents and related cost estimates with Architect prior to City staff review and approval by City Council.
- Participate in technical reviews of the Construction Documents and cost estimates with Architect prior to City staff review and approval by the City Council at the 65% and 100% completion stages.
- Provide an overall GMP for delivery of the Project and all related on-site and off-site improvements at 65% completion of construction documents. (If 65% completion is not acceptable, the proposal shall include the anticipated percentage completion of the final plans and specifications necessary to provide a GMP to the City.)
- Provide a quality check on the final construction documents and specifications.
- Develop and maintain overall Project schedules and manage the Project to ensure that timeframes for deliverables and processes prior to construction are met.

- Provide construction logistic reviews including evaluating potential locations for construction trailers, layout area, material storage, construction staff parking, and other required areas to facilitate construction within the Project site and identify additional off-site locations if required.
- Provide an analysis and recommendation for the most cost effective approach to the temporary relocation of City Hall staff during renovations.
- Prepare, coordinate and manage the City Hall staff temporary relocation prior to the start of demolition, construction, and renovation of the City Hall interior.

Phase II – Bidding and Contracting Services

Upon conclusion of the Construction Documentation Phase, the CM At-Risk shall manage the construction trades public bidding and award process in full compliance with the California Public Contract Code. All contracts will be formally approved by the City but will be held by the CM At-Risk. All contracts are at “direct cost” without markup. The entire project shall be conducted on an “open book” basis, subject to audit at any time by the City.

CM At-Risk shall provide services including, but not necessarily limited to, the following:

- Attend pre-bid meetings, if any, with City and Architect.
- Attend a job walk meeting with Architect and prime contractors bidding the contract and monitor Architect prepared addenda related to questions that arise.
- Issue the Notice Inviting Bids to the trades for the project. (Architect shall provide reproducible construction documents and bid forms to City and CM At-Risk.)
- Manage the construction trades public bidding and award process in full compliance with the California Public Contract Code.

Following selection and award of contract(s), CM At-Risk shall:

- Review prime contractor bids for correctness and completeness.
- Conduct pre-construction meetings.
- Coordinate and expedite initial prime contractor’s start-up submissions such as insurance, bonding, construction and billing schedules.
- Assist Architect as needed, in the analysis and evaluation of prime contractors’ suggested alternatives, substitutions or value engineering proposals submitted by the prime contractors for changes in the Construction Documents and construction of the Project.

Phase III - Construction Management Services

Phase III includes comprehensive Construction Management services during construction and post-construction phases of the project including the installation of furniture, fixtures, and equipment and coordination of the move-in. Work scope will include, but not limited to, the following:

- Provide full and complete construction administration, coordination and construction observation services during and following construction, including but not limited to the following:
 - Onsite administration and management
 - Coordination of all Project consultants under direct contract to the City
 - Project and construction cost management
 - Provide project construction and renovation schedule analysis, and continuous updates
 - Quality assurance, inspection, and quality control
 - Coordinate with the City's building inspectors
 - Dispute resolution
 - Submittal coordination
 - Management of Requests for Information (RFI)
 - Change order review and negotiations
 - Manage construction materials testing, and specialty inspection services
 - Manage construction punch-list and completion
 - Manage substantial and final completion processes, and project acceptance.
 - Manage project close-out, including assuring the A&E team provides complete record (as-builts) drawings
 - Compile program warranties
 - Deliver operations and maintenance manuals
 - Manage appropriate furniture, fixture and equipment (FF&E) bidding, procurement and installation
 - Manage move in activities
 - Manage final payment and project closeout for all consultants and contractors under direct contract with the City
 - Coordinate warranty work for a period of one year
- Provide performance bonds, as required. All direct costs (i.e. construction costs) will be bonded through the CM At-Risk, with both payment and performance bonds in favor of the City.

IV. TENTATIVE PROJECT SCHEDULE

The provisions of services described in this RFP will commence upon execution of the Professional Services Agreement and will be completed pursuant to the Project Schedule developed jointly by the City, Architect and the CM At-Risk. The attached tentative project schedule (Appendix B) is provided as a reference of City expectations.

V. CM AT-RISK FEES

The CM At-Risk professional services shall be compensated on a phase by phase basis. As such, this solicitation will be made in accordance with the provisions of Lynwood Municipal Code Section 6-3.9 and as authorized under California Government Code, Sections 4526 to 4529.5 which

require that firms qualified to provide such services be selected on the basis of demonstrated competence and qualifications for the type of professional services required, without regard to fees. Thereafter, the City will negotiate a contract with the selected firm for those services at a fair and reasonable fee.

The CM At-Risk fees shall be submitted in a separate, sealed envelope and included in the overall proposal package. The CM At-Risk will be compensated on a negotiated, fixed professional services fee basis for Phase I Design Services. Phase II Construction Services will be compensated on a negotiated not-to-exceed, hourly fee basis to be agreed upon and included at the time of agreement of the project Guaranteed Maximum Price.

In the event the City approves Phase II Construction Services with the CM At-Risk and the GMP is not exceeded at project completion, the CM At-Risk shall share in the cost savings on a 50/50 split with the City. To this end, if, upon final Price (inclusive of all contingencies, the CM At-Risk's included fee and other components comprising the Guaranteed Maximum Price), the City shall retain fifty percent (50%) of such uncommitted funds and the CM shall receive payment from the City of fifty percent of such uncommitted funds. To the extent the GMP is exceeded (with the exceptions of City directed scope changes in writing or force majeure), then the financial responsibility rests with the CM At-Risk.

VI. MINIMUM QUALIFICATIONS

The City seeks to retain the professional services of a construction management firm with demonstrated expertise in performing the work described in this RFP. Successful respondents will have proven and successful experience in the delivery of projects using the CM At-Risk delivery method or similar project cost control techniques. Demonstrated expertise is defined as a minimum of five (5) years of public sector CM At-Risk or similar project experience. Proven and successful experience is defined as providing evidence of:

- Services on a minimum of three (3) public sector projects delivered utilizing the CM At-Risk delivery method, or similar cost control project delivery methods;
- Services on a minimum of two (2) public sector renovation projects with temporary staff relocation services;
- A successful methodology for delivering a project on time and within budget; and
- An understanding of fiduciary responsibility; demonstrated financial capability, bonding capacity, and ability to meet City's insurance requirements, and financial strength to deliver a project that may take as much as 2 to 2.5 years from start of services to the completion of the project..

VII. PROPOSAL CONTENT AND FORMAT

The proposal should be prepared simply and economically, providing a straight forward, concise description of the firm's proposal to provide the services of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's needs. An incomplete proposal will be considered non-responsive and subject to rejection.

Cover Letter

The letter shall be signed by a representative of the firm who has authorization to bind the firm by contract. The letter shall include the name of the firm, firm address, telephone number, and email address. The letter shall identify the principal contact for the proposal and affirm that the accompanying proposal is valid for a term of 90 days.

Firm Organization, Credentials, Background

Provide a brief profile of your firm, principals of the firm, and any key sub-consultants, including type of legal entity (i.e. corporation), date firm established, valid California Contractor's License Number, location of office that will perform the work and basic services provided by the firm.

Include an organization chart identifying the proposed key personnel and sub-consultants on the CM At-Risk's Team. Persons so named shall not be substituted without approval of the City.

Construction Management At-Risk Approach

Describe your construction management philosophy and approach to the CM At-Risk services delivery method with emphasis on how this will meet the City's requirements. Include the following areas:

- State the approach and intended scope of work and related professional services to assure the timely and cost effective completion of the project.
- Describe your firm's fiduciary responsibilities as a CM At-Risk using GMP contracts for publicly funded projects.
- Describe how you will develop, maintain, and update the project schedule during the design phase and the construction phase.
- Discuss your approach to managing project design services and coordinating the work of the City's A/E team.
- Describe your methodology for generating bidder interest, advertising, and pre-qualifying trade contractors for the project delivery process.

- Describe your firm's cost control methods during construction and approach to change orders.
- Describe your quality control and assurance program. Explain methods and practices used to ensure quality control during the construction phase of the project.
- Describe your approach to assuring timely completion of this Project, including methods for schedule recovery, if necessary.
- Describe your methodology of communication to inform the City on the progress of the Project.
- Describe any unique qualifications as they pertain to this Project.

Project Experience

Provide project profiles for at least three (3) public sector projects delivered utilizing the CM At-Risk delivery method or similar cost control project delivery method, and at least two (2) public sector renovation projects with temporary city staff relocation services. Include the following information:

- Brief summary of project: project name, location, year completed, size, project budget
- Client contact name, title, and phone number
- Photographs or illustrations (no more than 2) of completed project
- Name of firm's project manager.
- Was project completed within proposed schedule and budget?

For each of the representative projects presented, provide detailed information on (1) original direct cost budget, (2) initial accepted bid (if lump sum), and (3) final project cost (direct costs and only), including an identification of total change orders.

Qualifications of Proposed Personnel

- Provide evidence that the firm's personnel and team members have expertise and experience in project management services, program mobilization and supervision, bid evaluation, project scheduling, cost-benefit analysis, claims review and negotiation, and general management and administration of all design and construction components of the Project.
- Identify the proposed key team members (and their respective firms as applicable), and provide their qualifications including individual experience with similar projects and number of years with the firm. Provide resumes of each team member (no more than 1 page each resume).

Agreement to City Contract Terms, and Ability to Obtain Insurance

- Affirm your firm's ability to execute the City's Professional Services Agreement (Appendix C) for the project. Identify any conditions or terms of the Agreement with which the firm does not

agree, including terms which the firm wishes to negotiate. Provide any proposed substitute language.

- Provide specific assurances regarding the firm's ability to secure insurance that meets the City requirements.

Financial Resources

- Demonstrate the ability to provide the requisite bonds for the construction of this Project.
- Affirm your firm's cooperation to provide financial information if selected as one of the finalist in the selection process. Any financial information requested will be held in confidence and used only in evaluating the financial strength of the firm and ability to perform all services requested (including but not limited to the successful construction of the project.)
- Identify if your firm is currently in default on any loan agreement or financing agreement with any financial institution or other entity. If so, specify date(s), details, circumstances and prospects for resolution.

Legal Issues

- Provide details of any past or pending litigation, or claims filed, against your firm, principals of the firm, or each of your key consultants, related to services performed for public agencies, or in actions that may affect its performance under a contract with the City.
- Provide a detailed litigation history (including open or pending matters) for the last five years. The history should include the nature of action, the amount of claim, the resolution, etc. In each case, provide the total amount awarded in favor or against the parties involved.
- Provide the same information as above on any claims settled without litigation.

By providing the information requested above, all parties involved in the submitted proposal for services hereby grant permission for the City of Lynwood to take whatever actions they may deem necessary to substantiate and verify the information provided. Failure to provide the information requested may result in disqualification.

Disclosures

Provide detailed information on whether your firm or any principal of the firm has been, or currently is, the subject of any investigation by County, State, and/or Federal agencies within the past five years. If so, identify the agency, contact person, the nature of the investigation, and any determination over the outcome of said investigation. Failure to provide the information may result in disqualification.

CM At-Risk Fees

Submit fees in a separate, sealed envelope marked as “CM AT-RISK FEES” and include in the overall proposal package.

- Provide a Phase I fixed fee requirement to be billed monthly, based on a Phase I percent completion to date. Additionally, identify a not-to-exceed reimbursable expenses allowance amount. (Reimbursable expenses are to be billed as actual costs without mark up.)
- Provide hourly rates by job title for key team members for use in the event that additional services are required beyond the identified scope. No such additional work is to be undertaken unless specifically requested and authorized in writing by the City. It is the intent of this RFP that all work for this project as outlined in the scope of work will be performed for the base fee requirement.
- Provide an “order of magnitude” estimated fee for Phase II services. The final CM At-Risk fee and project construction Guaranteed Maximum Price (GMP) for Phase II services shall be subject to negotiations between the City and the CM At-Risk at 65% completion of construction documents. (If 65% completion is not acceptable, the proposal shall include the anticipated percentage completion of the final plans and specifications necessary to provide a GMP to the City.) At that time the City shall enter into an agreement for Phase II services. The City reserves the right to bid the project itself and retain other construction management services in the event the City and the CM At-Risk cannot agree on a GMP.

VIII. PROPOSAL DUE DATE

NON-MANDATORY PRE-PROPOSAL MEETING

NOVEMBER 26, 2013, Tuesday, at 10am

Lynwood City Hall (south entrance), 11330 Bullis Road, Lynwood, CA

PROPOSAL DUE DATE: DECEMBER 16, 2013 AT 4pm

- Respondents shall submit five (5) bound copies of their proposal and one (1) unbound copy suitable for reproduction. The proposal shall be delivered in a single package and plainly labeled as follows:

New Annex and City Hall Renovation Project
Proposal to Provide CM At-Risk Services
Attention: Maria Quinonez, City Clerk

- Proposals will be accepted on or before the date and time indicated above, at the following location:

City of Lynwood, City Clerk Office
11330 Bullis Road, Lynwood, California 90262

IX. SELECTION PROCESS

This RFP provides the information necessary to prepare and submit a CM At-Risk services proposal for consideration and ranking by the City. The City reserves the right to investigate and rely upon information from other available sources in addition to any documents of information submitted by the firm responding to this RFP. A staff selection panel will evaluate and rank the submitted proposals (and all other available information) in the order in which they provide the “best value” to the City.

The City may, in its discretion, select up to three (3) of the top ranked respondents to interview for this project, interview all respondents or directly negotiate with the preferred respondent. The City has tentatively scheduled January 14, 2014 Tuesday for finalist interviews. If selected as one of the finalist in the selection process, the City reserves the right to request financial information from the firm. Any financial information requested will be held in confidence and used only in evaluating the financial strength of the firm and ability to perform all services requested (including but not limited to the successful construction of the project.) On the basis of the proposal, references, interviews, and selection criteria listed below, the selection panel will make a recommendation identifying the most qualified firm.

City staff will meet with the recommended firm and negotiate the final form of the contract. If good faith negotiations with the selected firm are unsuccessful, the City will terminate such negotiations and undertake new negotiations with another finalist, or finalists. The City reserves the right to reject any or all proposals at its sole discretion. The authorization for contract award to a CM At-Risk company for this project, will be upon approval by the City of Lynwood City Council.

X. GENERAL SELECTION CRITERIA

Selection of the most qualified CM At-Risk firms will be based on the submitted proposal, interviews (if conducted), and other available sources of information. All proposals will be evaluated based upon the criteria listed below:

Construction Management At-Risk Capabilities

Demonstrated a comprehensive understanding of the project and knowledge of the CM At-Risk work required; good description of the CM At-Risk philosophy and processes; record of ability to successfully complete projects of similar scope without major legal or technical problems; demonstrated ability to accommodate the addition of this project within the firm’s work load.

Qualifications and Technical Capabilities

Background and experience of key staff and team members assigned to this project; organizational capability; demonstrated ability to manage project costs and meet project budgets and schedules;

sensitive effective approach to public and regulatory concerns; discussion of quality controls; clear organization chart.

Previous Experience

Provided evidence of a minimum of five (5) years expertise and previous public sector experience in providing CM At-Risk services or similar services, a minimum of three (3) public sector projects delivered utilizing the CM At-Risk delivery method or similar cost control project delivery methods, minimum of two (2) public sector renovation projects with temporary staff relocation, and demonstrated a successful methodology for delivering a project on time and within budget.

Cost Control and Financial Strength

Provided an understanding of fiduciary responsibility; demonstrated effective cost control methods; demonstrated financial capability, bonding capacity, and ability to meet City's insurance requirements.

I. GENERAL INFORMATION

City's Reservation of Rights: The City may evaluate the proposals based on the anticipated completion of all or any portion of the Project. The City reserves the right to divide the Project into multiple parts, to reject any and all proposals and re-solicit for new proposals, waive irregularities or minor errors in a proposal, or reject any and all proposals and temporarily or permanently abandon the Project. The City further reserves the right to negotiate different prices, rates and terms than those offered by any respondent. City makes no representations, written or oral, that it will enter into any form of agreement with any respondent to the RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

Acceptance of Evaluation Methodology: By submitting its proposal in response to this RFP, respondent accepts the City's quality based selection criteria and evaluation process, and acknowledges and accepts that determination will require subjective judgments by the City.

No Reimbursement for Costs: Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this RFP process shall be at the sole risk and responsibility of the respondent.

Waiver of Claims: Each respondent, in submitting a proposal, is deemed to have waived any claims for damages by reason of the selection of another proposal and/or the rejection of its proposal.

Exceptions to RFP: Respondents are required to clearly delineate in their proposal any exceptions to the requirements in this RFP.

Conflicts of Interest/Gifts: Respondents shall disclose any financial, business or other relationship with the City or any member of the City staff and shall list all current clients who may have a financial interest in the outcome of the project. Additionally, by submitting a proposal, Respondent

warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the Respondent, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract. For breach or violation of this warranty, the City shall have the right to terminate the contract, either in whole or in part. The rights and remedies of the City provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under the contract.

Ethics in Public Contracting: Each Respondent, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act by submitting a proposal, the Respondent certifies that its proposal was made without fraud; that it has not offered or received any kickbacks or inducements from any other Respondent in connection with the request for proposal; and that it has not conferred on any public employee, public member or public official having responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value.

The Respondent further certifies that no relationship exists between itself and the City or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City. Prior to the award of any contract, the potential Consultant may be required to certify in writing to the City that no relationship exists between the Respondent and any City employee, officer, official or agent that interferes with fair competition or is a conflict of interest with respect to a contract with the City.

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names may be rejected. Reasonable grounds for believing that a Respondent has interest in more than one proposal for the work solicited may result in rejection of all proposals in which the Respondent is believed to have an interest.

Legal Responsibilities: All proposals must be submitted, filed, made, and executed in accordance with State of California and Federal laws relating to proposals for contracts of this nature whether the same or expressly referred to herein or not. By submitting a proposal, each Respondent certifies that it will comply with all Federal laws and requirements, including but not limited to Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection and other laws and regulations applicable to contracts utilizing Federal funds.

Business and Professional Licenses and Permits: Possession of a City of Lynwood Business Tax Certificate is not required to submit a proposal in response to this invitation. *However, the successful Respondent shall be required to possess, at his/her own expense, a valid and current City of Lynwood Business Tax Certificate, prior to commencing work.* For additional information, contact the City Licensing Division at (310) 603-0220, ext. 285.

The successful Respondent is to be licensed in accordance with the California Business and Professions Code and is to possess current professional registration and be licensed to perform work in the State of California. The Respondent shall further be required to obtain and maintain at his/her own expense, any and all permits, licenses and certifications issued by any federal, state or

local governmental agency, pertaining to, and necessary for providing the services required in this Request for Proposals.

No Assignment: No assignment by the successful Respondent of the contract or any part hereof, or of funds to be received there under, will be binding upon the City unless such assignment had prior written approval and consent of the City. In the event the City gives such consent, the terms and conditions of the agreement shall apply to, and bind the party or parties to whom such work is assigned, sublet or transferred.

Questions Regarding This RFP: All questions pertaining to this RFP must be provided in writing (by U.S. Mail or via email) and received no later than December 3, 2013 to:

Emilio M. Murga, Director of Public Works/City Engineer
Email: emurga@lynwood.ca.us
Address: City of Lynwood
Public Works Department
11330 Bullis Road
Lynwood, California 90262

APPENDIX A – SITE MAP

APPENDIX B – TENTATIVE PROJECT SCHEDULE

APPENDIX C - CITY AGREEMENT FOR PROFESSIONAL SERVICES