

REQUEST FOR PROPOSALS

ASSESSMENT ENGINEERING SERVICES TO ADMINISTER THE CITY'S SPECIAL ASSESSMENT DISTRICTS



**CITY OF LYNWOOD
Public Works Department
11330 Bullis Road
Lynwood, CA 90262
(310) 603-0220**

Key RFP Dates

Issued:	July 27, 2017
Written Questions Due:	August 10, 2017
Response to questions:	August 17, 2017
Proposals Due:	August 28, 2017

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CITY OF LYNWOOD

PUBLIC WORKS DEPARTMENT

REQUEST FOR PROPOSALS (RFP) Assessment Engineering Services to Administer the City's Special Assessment Districts

July 27, 2017

PROPOSAL SUBMITTALS: Responses to the RFP are to be submitted to:

**Maria Quinonez, City Clerk
City Clerk's Office
Lynwood City Hall
11330 Bullis Road
Lynwood, California 90262**

No later than 3:00 P. M. on Thursday, August 28, 2017. One original and three (3) copies of the proposal shall be submitted in a sealed envelope and marked: "Proposal for Assessment Engineering Services to Administer the City's Special Assessment Districts." **Proposals received after the specified time will not be accepted and will be returned unopened.** Questions regarding this request may be directed to:

**Lorry Hempe
Public Works Special Projects Manager
Phone: 310-603-0220, ext. 500
Email: lhemp@lynwood.ca.us**

SECTION I - INSTRUCTION TO OFFERORS

A. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the work required in this RFP and that it is capable of performing quality work to achieve the objectives of the City of Lynwood Public Works Department.

B. ADDENDA

Any City of Lynwood changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting agreement. The City of Lynwood will not be bound to any modifications or deviations from the requirements set forth in this RFP as a result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals. Failure to acknowledge receipt of all addenda may cause a proposal to be deemed non-responsive.

C. CITY CONTACT

All questions and/or inquiries regarding this RFP shall be submitted in writing and directed to:

Lorry Hempe
Public Works Special Projects
Manager
Phone: 310-603-0220, ext. 500
Email: lhemp@lynwood.ca.us

D. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications regarding the RFP, Offeror shall notify Lorry Hempe, Public Works Special Projects Manager, in writing in accordance with Section I.D.2. Should it be found that the point in question is not clearly and fully set forth in the RFP, the City of Lynwood will issue a written addendum clarifying the matter(s). The written addendum will be sent to all firms via e-mail.

2. Submitting Requests

- a. All questions must be submitted in writing to the City of Lynwood no later than **5:00 p.m. on August 10, 2017.**
- b. Requests for clarifications, questions and comments must be clearly labeled, **"Written Questions Re: "RFP for ASSESSMENT ENGINEERING SERVICES TO ADMINISTER THE CITY'S SPECIAL ASSESSMENT DISTRICTS " The City of Lynwood is not responsible for failure to respond to a request that has not been labeled as such.**

- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:

(1) E-mail: lhempe@lynwood.ca.us

3. City of Lynwood Responses

Responses from the City will be posted on the City's website no later than close of business on Monday, August 17, 2017

E. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted on or before 3:00 P.M. on Thursday, August 28, 2017.

2. Address

Proposals delivered in person or by the US Postal Service shall be submitted to:

Maria Quinonez, City Clerk
City Clerk's Office
City of Lynwood
11330 Bullis Road
Lynwood, California 90262

3. Identification of Proposals

Offeror shall submit **1 original and 3 copies** of its proposal in a sealed package, addressed as shown above, bearing the Offeror's name and address, and clearly marked as follows:

"PROPOSAL FOR ASSESSMENT ENGINEERING SERVICES"

Within 24 hours from the deadline to submit a proposal, offeror shall email a pdf copy of the proposal to Ms. Lorry Hempe at lhempe@lynwood.ca.us .

4. Acceptance of Proposals

- a. The City reserves the right to accept or reject any or all proposals, waive any informalities or irregularities in the proposals, request additional information or revisions to the proposals, and to negotiate with any or all Offerors.
- b. The City of Lynwood reserves the right to withdraw this RFP at any time without prior notice and the City of Lynwood makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The City of Lynwood reserves the right to postpone the proposal opening for its own convenience.

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Assessment Engineering Services to Administer Lynwood's Assessment Special Districts

- d. The City of Lynwood reserves the right to issue a new RFP for the work.
- e. Proposals received by the City of Lynwood are subject to public inspection under the California Public Records Act (Government Code Section 6250 *et seq.*), unless exempt and will be made available upon request after award.
- f. Proposals submitted are not to be copyrighted.
- g. The City of Lynwood reserves the right to require confirmation of information furnished by any Offeror and/or request any Offeror to provide additional evidence of qualifications to successfully perform the work.

F. Pre-Contractual Expenses

The City of Lynwood shall not, in any event, be liable for any pre-contractual expense incurred by Offeror in the preparation of its proposal. Pre-contractual expenses are defined as expenses incurred by Offeror in:

- 1. Preparing its proposal in response to this RFP
- 2. Submitting its proposal to the City of Lynwood
- 3. Negotiating with the City of Lynwood on any matter related to its proposal
- 4. Any other expenses incurred by Offeror prior to date of award, should award be made to Offeror

G. Joint Offers

Where two or more Offerors desire to submit a single proposal in response to this RFP, they shall do so on a prime-sub-consultant basis rather than as a joint venture. The City of Lynwood intends to contract with a single firm and not with multiple firms doing business as a joint venture.

H. PROTEST PROCEDURES

Any protests filed by an Offeror in connection with this RFP must be submitted in writing via certified mail to the following:

Raul Godinez II, P.E.
Director of Public Works/City Engineer
City of Lynwood
11330 Bullis Road
Lynwood, CA 90262

I. FEE PROPOSAL

The consultant shall submit in a separate sealed envelope a not to exceed fee proposal to preform services described in Section III, including a schedule of hourly rates that will be charged to provide these services. The fee proposal shall be broken down per task, showing total number of hours and rate extensions for all project team members included in each task, subtotals for each task, and a total for all proposed tasks as well as their services. It is anticipated that the agreement resulting from this solicitation, if awarded, will be on a Not-to-Exceed price contract.

The consultant shall enter into an agreement with the City based upon the contents of the RFP and the consultant's proposal. The City's standard form of agreement is included in Section IV. The consultant shall carefully review the agreement, especially with regard to the indemnity and insurance provisions, and include with the proposal a description of any exceptions, technical or contractual, requested to the standard contract. If there are no exceptions, a statement to that effect shall be included in the proposal.

J. PREVAILING WAGES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code Sections 1720-1815. Consultant and its sub-consultants shall conform to applicable wage rates. It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum applicable wage schedules. Offerors and their sub-consultants must use the current wage schedules applicable at the time the work is in progress.

K. INSURANCE REQUIREMENTS

The consultant shall take out and maintain at all times during the term of the contract the insurance specified in the agreement and acceptable to the City. Insurance "Acceptable to the City" shall be defined as a company admitted (licensed) to write insurance in California and having a Best's Guide rating of not less than A VII. These minimum levels of coverage are required to be maintained for the duration of the project:

- A. **General Liability Coverage** - \$2,000,000 per occurrence for bodily injury and property damage. If Commercial General Liability Insurance or other form with a general limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. **Professional Liability Coverage** - Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least \$2,000,000 for errors and/or omissions ("malpractice") of CONSULTANT in the performance of this Agreement.
- C. **Worker's Compensation Coverage**: State statutory limits.

Deductibles, Self-Insurance Retentions, or Similar Forms of Coverage Limitations or Modifications, must be declared to and approved by the City of Lynwood.

All insurance policies required shall name as additional insureds the City, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by City to be included.

The consultant is encouraged to review details of insurance requirements as noted in Section IV, "Professional Service Agreement" and contact its insurance carriers during the proposal stage to ensure that the insurance requirements can be met if selected for negotiation of a contract agreement.

SECTION II - PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

Although no specific format is required by the City, this section is intended to provide guidelines to the consultant regarding features which the City will look for and expect to be included in the proposal.

1. Presentation

Proposals shall be typed with 12 pt. font submitted on 8 1/2 x 11" size paper using a single method of fastening. Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged and presentations should be brief and concise.

2. Letter of Transmittal

A Letter of Transmittal shall be addressed to Raul Godinez II, Director of Public Works, P.E., Public Works Director/City Engineer and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the City. Identification shall include legal name of company, corporate address, telephone and fax number. Include name, title, address and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed sub-consultants including legal names of companies, contact person's names and addresses, phone numbers and fax numbers and relationships between Offeror and sub-consultants, if applicable.
- c. Acknowledgment of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

a. Qualifications, Relevant Experience and References

This section of the proposal shall establish the ability of the Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature to the Scope of Services shown in Section III; proven competence in the services to be provided; strength and stability of the firm; staffing capability; current work load; track record of meeting schedules and supportive client references.

Offeror shall:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees.
- (2) Provide a general description of the firm's financial condition, identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to provide these services.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP and highlight participation in such work by the key personnel proposed for assignment to the City.
- (4) Describe experience in working with various government agencies that may have jurisdiction over the approval of work or services specified in this RFP. Include specialized experience and professional competence in areas directly related to this RFP.
- (5) Provide a list of past joint work by the Offeror and each sub-consultant, if applicable. The list should include a summary of the roles and responsibilities of each sub-consultant.
- (6) A minimum of three (3) references should be given. Furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed.

b. Proposed Staffing and Project Organization

This section of the proposal should establish the method that will be used by the Offeror to provide requested services as well as identify key personnel assigned.

Offeror shall:

- (1) Provide education, experience and applicable professional credentials of Project Manager who will oversee the preparation of the Engineering and Traffic Survey.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel.
- (3) Identify key personnel proposed to perform the specified tasks and include major areas of sub-consultant work.
- (4) Include a statement that key personnel will be available to the extent proposed for the duration of the required services, acknowledging that no person designated as "key" shall be removed or replaced without the prior written concurrence of the City.

c. Detailed Work Plan

The Offeror shall provide a narrative addressing the Scope of Services and demonstrating the Offeror's understanding of the City of Lynwood's needs and requirements.

The Offeror shall:

- (1) Describe the proposed approach and work plan for completing the services specified in the Scope of Services.
- (2) Describe approach to managing resources, including a description of the role(s) of any sub-consultants, their specific responsibilities, and how their work will be supervised. Identify methods that Offeror will use to ensure quality, budget, and schedule control.

d. Exceptions/Deviations

State any exceptions or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where the Offeror wishes to propose alternative approaches to meeting the City of Lynwood's technical or contractual requirements, these shall be thoroughly explained. If no contractual exceptions are noted, Offeror will be deemed to have accepted the contract requirements as set forth in Section VII, "Proposed Agreement."

e. Fee Proposal

Provide a Not-to-Exceed Fee Proposal to perform services in Section III, including a schedule of hourly rates that will be charged to provide these services.

f. Conflict of Interest Disclaimer

Complete and submit Section VIII, "Conflict of Interest Disclaimer" Form with the proposal package.

g. Acknowledgement of Insurance Requirements

Complete and submit Section XI, "Acknowledgement of Insurance Requirements" Form with the proposal package.

h. Prevailing Wages

Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 *et. seq.* These labor categories when employed for any work on or in the execution of a "Public Works" project require payment of prevailing wages.

SECTION III – Scope of Services

A. GENERAL PROJECT DESCRIPTION

The purpose of the RFP is to contract with a consultant to provide Assessment Engineering Services to update the tax rolls for the City's two existing Special Assessment Districts: Landscape Maintenance District and Lighting and Maintenance District, established pursuant Lighting and Landscaping Act of 1972 and Proposition 218. The City may also wish for the selected to consultant to provide services related to the City's Property Based Improvement District (PBID).

B. SCOPE OF SERVICES

The City will provide the following items and/or services, when applicable:

- Current tax rolls in digital format for each district
- Current Engineer's Report for each district
- Maps of each district
- Provide access to DAWeb
- Operating and Capital Improvement Program budgets

TASK 1 – ANNUAL ADMINISTRATION - LANDSCAPE AND LIGHTING ACT OF 1972 DISTRICTS

Lynwood Lighting District

The plans and specifications for the improvements within the District are on file with the City Engineer and incorporated herein by reference. Existing and previously proposed improvements include, but are not limited to, the following: electrical energy; repair and replacement of street light standards and fixtures; labor; materials; equipment; miscellaneous improvements; overhead and incidental work and construction of capital improvement projects as required.

A diagram of the District, showing the exterior boundaries of the District, is attached hereto as Exhibit A and is incorporated herein by reference. There are approximately 10,046 parcels of property, with approximately 562,644 lineal feet of front footage, within the District, excluding parcels of public property, which are not assessed for the cost of improvements.

- Service Area 1 encompasses 471,765.22 Front Feet at \$1.62/FF or \$ 764,259 annually.
- Service Area 2 encompasses 90,878.80 Front Feet at \$3.01/FF or \$ 273,545 annually.
- Estimated Assessment Revenue: \$1,037,804

Assessments for the Lynwood Lighting Assessment District have not been adjusted since FY 1992-1993, at which time the rates were decreased from \$1.74 FF to \$1.62 FF for residential and from \$3.24 FF to \$3.01 FF for commercial.

The operations include energy costs, maintenance costs; additional lighting needs as well lighting projects to comply with State mandated AB32. These items will increase the Districts operational costs.

Lynwood Landscaping District

The Lynwood Landscape Maintenance Assessment District was formed and assessments first levied in 1978 following the passage of Resolution No, 78-78 by the City Council. The plans and specifications for the improvements within the District are on file with the Director of Public Works/City Engineer and are incorporated herein by reference.

Landscape Maintenance for FY 2017-2018 includes maintenance and servicing of the following improvements:

- LYNWOOD CITY PARK - (29 acres) Mowing, edging, weeding, irrigation, restroom maintenance, painting, fence repair, and trash pick-up.
- BURKE - HAM PARK - (10 acres) Mowing, edging, weeding, irrigation, restroom maintenance, painting, fence repair and trash pick-up.
- LOS AMIGOS PARK - (1.75 acres) Mowing, edging, weeding, irrigation, painting, fence repair and trash pick-up.
- ADOLFO MEDINA PARK (2.4 acres) Mowing, edging, weeding, irrigation, painting, fence repair and trash pick-up.
- ROSE PARK - (1.5 acres) Mowing, edging, weeding, irrigation, painting, fence repair and trash pick-up.
- CARNATION PARK - (1.5 acres) Mowing, edging, weeding, irrigation, painting, fence repair and trash pick-up.
- POCKET PARKS 4-SITES - (.6 acre) Regrading, weeding, graffiti removal, trash pick-up.
- CIVIC CENTER PARK - (.18 acre) Weeding, trash pick-up, irrigation, and mowing.
- STREET MEDIANS - Mowing, edging, irrigation, trash pick-up and eradicating pests:
 - Long Beach Boulevard, 74,646 square feet
 - State Street, 170,000 square feet
 - Imperial Highway, 37,740 square feet
 - Atlantic Avenue, 94,472 square feet
 - Hulme Avenue 2,160 square feet
 - Lilita Avenue 1,620 square feet
 - Carlin Avenue 1,530 square feet
 - Los Flores Boulevard, 36,800 square feet
 - Flower Street 36,800 square feet
 - Bullis Road, 3,888 square feet
 - Santa Fe Avenue, 3,000 square feet

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Assessment Engineering Services to Administer Lynwood's Assessment Special Districts

- WATER WELLS - (Five locations, 10,750 square feet) Mowing, edging, weeding and irrigation.
- LINEAR PARK - (6.8 acres) Mowing, edging, weeding irrigation, restroom maintenance, painting, fence repair and trash pick-up.
- TREE TRIMMING - Two-year cycle general tree trimming, and in-house light tree trimming and emergency response services.

There are approximately 10,046 parcels of residential and commercial properties within the District with approximately 562,644 front footage (FF), excluding parcels of public property which are not assessed for the costs of improvements.

- Total Front Footage - 562,644.02 FF
- Estimated Assessment Revenue \$1.90/FF or \$1,069,023.64 annually

Assessments for the Lynwood Landscape Maintenance Assessment District have not been adjusted since FY1998-1999, at which time the rates were decreased from \$1.97 FF to \$1.90 FF for both residential and commercial. Energy cost and maintenance costs have increased over the last 20-years and yet the assessment rates have remained the same. As such, the Landscape Maintenance Assessment District no longer collects sufficient funds to adequately fund its operations. Over the last several years the General Fund has subsidized the Landscape Maintenance Assessment District's operations; the General Fund can no longer afford to subsidize the District.

Proposal shall be based on a **three (3) year contract**. Assume no changes in methodology.

- 1 Review existing methodology and prepare Engineer's Report for each district.
- 2 Prepare three (3) staff reports for City Council for each district at the following stages of the process:
 - a. Ordering of Engineer's Report.
 - b. Preliminary approval of Engineer's Report and setting Public Hearing date
 - c. Approval of Engineer's Report and Public Hearing.
- 3 Attend City Council meetings for the Preliminary approval of Engineer's Report and Public Hear for each district.
- 4 Obtain digital copy of existing database from County of Los Angeles Assessor and update the existing database. Compare with previous fiscal year tax rolls to determine any discrepancies and report to City.
- 5 Prepare and furnish Preliminary Assessment Roll for each district in digital format with new proposed assessment rates provided by the City.
- 6 After confirmation of assessments rates by City Council, submit assessment rolls for each district in the required format to the County of Los Angeles Auditor/Controller's office. Make necessary corrections, if required, after receipt of the Exception Report from the County of Los Angeles. Furnish one (1) bound copy and digital file in excel format of the Final Assessment Roll for each District to the City.

SECTION IV – PROPOSED FEE SCHEDULE

The following matrix summarizes each task and its deliverables as part of this Scope of Services. The Consultant shall provide a detailed summary and breakdown of the staffing classifications, hourly fee, and total number of hours necessary to support each task.

Annual Administration – Landscape and Lighting Act of 1972 Districts

	FEEES		
	FY 2018-2019	FY 2019-2020	FY 2020-2021
Landscape Maintenance Dist.	\$	\$	\$
Streetlight Assessment Dist.	\$	\$	\$
Sub-Total	\$	\$	\$

SECTION V - EVALUATION AND AWARD

A. EVALUATION CRITERIA

City will evaluate the proposals received based on the following criteria:

- 1. Qualifications of the Firm** - technical experience in performing work of a similar nature; experience working with public agencies; strength and stability of the firm; and assessment by client references.
- 2. Proposed Team and Organization** - qualifications of proposed Project Manager and key personnel; logic of organization; and adequacy of labor commitment and resources to satisfactorily perform the requested services and meet the City's needs.
- 3. Detailed Work Plan** - thorough understanding of the City's requirements and objectives; logic, clarity, specificity, and overall quality of work plan.
- 4. Fee Proposal** - reasonableness of proposed fees and competitiveness of the amount compared with other proposals.

B. EVALUATION PROCEDURE

An Evaluation Committee will be appointed to review all proposals. The committee will be comprised of City staff and may include outside personnel. The committee members will review and evaluate the proposals. The committee will recommend to the Public Works Director the firm whose proposal is most advantageous to the City of Lynwood. The Public Works Director will then forward its recommendation to the City Council for final action.

C. AWARD

The City of Lynwood may negotiate contract terms with the selected Offeror prior to award and expressly reserves the right to negotiate with several Offerors simultaneously. However, since the selection and award may be made without discussion with any Offeror, the proposal submitted should contain Offeror's most favorable terms and conditions.

City Council action will be requested by the City staff to award contract to the selected Offeror.

E. NOTIFICATION OF AWARD

Offerors who submit a proposal in response to this RFP shall be notified regarding the Offeror awarded a contract. Such notification shall be made within seven (7) days of the date the contract is awarded.

SECTION VI - STATUS OF PAST AND PRESENT CONTRACTS FORM

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact name:	Phone:
Project award date:	Original Contract Value:
Term of Contract:	
1) Status of contract:	
2) Identify claims/litigation or settlements associated with the contract:	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Signature _____

Date _____

Name: _____

Title: _____

SECTION VII

PROPOSED AGREEMENT

CITY OF LYNWOOD PROFESSIONAL SERVICES AGREEMENT
WITH

FOR

ASSESSMENT ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this _ day of __, 20__ (“Effective Date”), by and between the CITY OF LYNWOOD, a municipal corporation (“City”), and _____, a [the state where incorporation occurred] [type of corporation] (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to City, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated, except that if Consultant is required to but does not yet hold a City business license, it will promptly obtain a business license and will not provide services to the City until it has done so; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

E. WHEREAS, Consultant responded to the City’s Request for Proposals dated _____, incorporated via this reference as if fully set forth herein, and Consultant’s response to the Request for Proposals was a material inducement to the City ultimately entering into this agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Services attached hereto as Exhibit “A,” incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City Officers and employees shall not be liable at law or in equity for any claims or damages occurring as a result of failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the reasonable satisfaction of the City. Evaluations of the work will be conducted by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical or intellectual disability, medical condition, genetic information, pregnancy, marital status, sex, gender, gender identity, gender expression, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

1.8 Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed _____ Dollars (\$_____ .00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or to the maximum total contract amount of \$25,000, whichever is greater. The Department Head or City Manager is authorized to approve a Change Order for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than once a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "C," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 36 months, ending on December 31, 2020, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement.

The City also shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of the City's written notice of termination, within forty-five (45) days after the effective date of the notice of termination or the final invoice of the Consultant, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of the effective date of the notice of termination, at no cost to City.

5.0. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

5.1 Minimum Scope and Limit Of Insurance Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

5.2. Other Insurance Provisions The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of _____, who shall coordinate directly with City. Any substitution of key personnel must be approved in advance by City's Representative and the Agreement shall be amended to reflect the changes.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile or by Email; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Tel: _____
Fax: _____
Email: _____
Attn: _____

IF TO CITY:

City of Lynwood
11330 Bullis Road
Lynwood, CA 90262
Tel: _____
Fax: _____
Email: _____
Attn: _____

6.5 Attorneys' Fees. If litigation is brought by any party in connection with this Agreement, each party shall be responsible for its own costs and expenses, including attorney fees.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in performing this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon such negligence, recklessness, or willful misconduct, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Electronic Safeguards. Contractor shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of the information. Contractor shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards in light of the assessment.

6.14. Economic Interest Statement. Consultant hereby acknowledges that pursuant to Government Code Section 87300 and the Conflict of Interest Code adopted by City hereunder, Consultant is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advise under this Agreement, prior to the commencement of work, unless waived by the City Manager.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and sub consultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act of 1974 (Government Code Section 81000, *et seq.*) and Government Code Sections 1090-1092. Consultant covenants that none of Consultant's officers or principals have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of the services hereunder, including in any manner in violation of the Political Reform Act. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be used by Consultant as an officer, employee, agent, or sub consultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City and further covenants and agrees that Consultant and/or its sub consultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City prior to the completion of the work under this Agreement.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third-Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

City of Lynwood - Request for Proposals
Assessment Engineering Services to Administer Lynwood's Assessment Special Districts

6.23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

6.25. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.26 Taxpayer Identification Number. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W9, as issued by the Internal Revenue Service.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF LYNWOOD,
A municipal corporation

[Mayor or City Manager]

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

Signature

Date: _____

Name and Title

City of Lynwood - Request for Proposals
Assessment Engineering Services to Administer Lynwood's Assessment Special Districts

ATTEST:

Deputy City Clerk of the
City of Lynwood

APPROVED AS TO FORM:

Noel Tapia, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

SECTION VIII
CONFLICT OF INTEREST DISCLAIMER

The undersigned, _____, declares that
(Print or Type Name)

_____ does have/does not have (cross one out)
(Name of Firm)

interest, ownership or receives or anticipates receiving remuneration of any type from the manufacturer(s), supplier(s), or distributor(s) which may be recommended on the project, as listed below.

<u>Firm</u>	<u>Product</u>	<u>Remuneration</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature of President, Secretary, Partner,
Owner or Representative

Date

SECTION IX

**ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS
AND CERTIFICATION OF ABILITY TO
PROVIDE COVERAGES SPECIFIED**

I, _____, the _____ (Insert Title)

of _____, certify that the
(Company Name or Corporation, or Owner)

Insurance Requirements set forth in Article IV of the Proposed Agreement have been read and understood that our insurance company(ies)

(Name(s) of insurance company(ies))

is/are able to provide the coverages specified.

Signature of President, Secretary, Partner,
Owner or Representative

Date

**SECTION X
Statement of Non-Collusion by Contractor**

The undersigned who submits herewith to the City of Lynwood a bid or proposal does hereby certify:

- a. That all statements of fact in such bid or proposal are true;
- b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. That such bid or proposal is genuine and not collusive or sham;
- d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Lynwood or of any other bidder or anyone else interested in the proposed procurement;
- e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Lynwood, or to any person/ persons who have a partnership or financial interest with said bidder in his business.
- h. Did not provide, directly or indirectly to any officer or employee of the City of Lynwood any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.
- i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of Lynwood either currently or within the last two (2) years.
- j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On _____ at _____ California.

Firm _____ (Signature)

Street _____ (Print Name & Title)

City _____ State _____ Zip _____

SECTION XI

Form **W-9**
 (Rev. December 2014)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

**Give Form to the
 requester. Do not
 send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
 6 City, state, and ZIP code
 7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type
 See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

		-									
--	--	---	--	--	--	--	--	--	--	--	--

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.