



**CITY OF LYNWOOD, CALIFORNIA**

**REQUEST FOR PROPOSAL**

**FOR**

**Water Master Plan Update**

Issue Date: June 19, 2018

Proposals Due By: July 18, 2018 at 5:00 PM, PST

**City of Lynwood  
Request for Proposal**

**WATER MASTER PLAN UPDATE  
DUE DATE: JULY 18, 2018 AT 5PM PST**

**SUMMARY SHEET**

1. Project Name: Water Master Plan Update
2. Location: City of Lynwood
3. Requested Services: Update the City of Lynwood's Water Master Plan
4. RFP Intent: The City of Lynwood (City) is requesting proposals from experienced engineering firms in water master planning and modeling to update the City of Lynwood's Water Master Plan.
5. Questions regarding the RFP contact the following City staff:

Ms. Lorry Hempe, Public Works Special Projects Manager  
City of Lynwood  
Telephone (310) 603-0220, ext 500  
E-Mail: [lhemp@lynwood.ca.us](mailto:lhemp@lynwood.ca.us)

6. Copy of the RFP and Addendum

Copy of the RFP and subsequent addenda to the RFP are available on the City's website. The website address is [www.lynwood.ca.us](http://www.lynwood.ca.us). Click on "City Services", and then select "Bids and RFPs".

7. Delivery of Proposals: Deliver five (5) hard-copies of the proposals to the following address prior to the deadline.

For Proposal Deliver To:  
Maria Quinonez, City Clerk  
*RFP- Water Master Plan Update*  
City of Lynwood  
11330 Bullis Road  
Lynwood, CA 90262

8. Submit an electronic copy of the proposal by email to [lhemp@lynwood.ca.us](mailto:lhemp@lynwood.ca.us) by July 19, 2018 but not earlier than July 18, 2018 at 5pm.
9. Proposals Due Date: **July 18, 2018 5:00 pm, PST**

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**I. INTRODUCTION**

The City of Lynwood ("City"), located approximately 10 miles south of the Los Angeles Civic Center, is a residential community of 70,000 people and covers approximately 4.6 square miles. The Century Freeway (Interstate Highway 105) roughly bisects the City on the north and south, and the Long Beach Freeway (Interstate Highway 710) forms the City's eastern border. The City is situated in south-east Los Angeles County between Compton on the south, South Gate on the north, Paramount on the east, and the community of Watts (City of Los Angeles) on the west.

The City provides water service over an area of approximately 2,946 acres, which excludes approximately 180 acres in southeast Lynwood that is served by the Liberty Utilities. Although most of the water consumption is by residential water users, the largest water users in the City include industrial users, government, and institutions. Water supply for the system is derived from local wells and is supplemented by potable water deliveries from the Metropolitan Water District of Southern California. Over the past 12 years, approximately 60% of the water supply was extracted from the local wells, and the remaining 40% was supplied by the Metropolitan Water District.

**II. PROJECT DESCRIPTION**

The City is requesting proposals from experienced engineering firm in water master planning and modeling to update the City's 2005 Water Master Plan.

The project would evaluate the City's water system and identify recommended water system improvements through 2040 in 5-year increments, with particular attention to the condition and operation of the existing and undeveloped wells. The report will provide a planning tool for the implementation of system improvements and addresses, but not limited, to the following topics: future growth development, future water demands, water quality and availability, regulatory requirements, modeling and analysis of the system, and recommendations for water system improvements. The report will include planned redevelopment in the City, and highlights operational criteria to ensure system reliability. As the City's water infrastructure ages and as development continues, it will be important to identify required system improvements at an early date, allowing adequate time to plan, finance, and construct the improvements.

**III. SCOPE OF WORK**

The tasks below describe the broad areas of consideration and nature of the work to be performed.

The successful Consultant shall: (A) Review available pertinent records that will assist in the preparation of the water master plan; (B) Identify Study Area Characteristics; (C) Review Land Use and Zoning Requirements; (D) Assess Condition of Existing Water Facilities; (E) Update Population and Water Demand Projections; (F) Update Water

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Source, Quality and Regulatory Issues; (G) Analyze Current CIP Projects and Emergency Operational Capabilities of the System; (H) Develop Recommended Water System Improvements; (I) Recommend a Future CIP Program; (J) Assist with Pipe Material Testing; (K) Review Current and Future Water Rights Issues

**Task 1. Project Management**

1.1 Project Schedule and Status Reports

Consultant shall submit an initial schedule with pertinent milestones. Consultant shall submit an updated project schedule and monthly status report with its monthly billings.

1.2 Meetings

Consultant will meet with City staff and visit facility sites to explore the City's needs and desires regarding the proposed study. Consultant shall meet not less than once a month with the City during all phases of the Project.

1.3 Deliverables

- Monthly Project Schedule, Monthly Status Report

**Task 2. Data Collection and Review**

2.1 Consultant shall review available pertinent records that will assist in the preparation of the water master plan. At a minimum, review all City provided reports, data, and maps as indicated in the RFP in addition to reviewing available construction drawings to obtain pipe sizing, pipe lengths, and pipe elevations.

2.2 Identify Study Area Characteristics

Collect available information and summarize the area's characteristics, including topography, land use, and demographics. This information will be based on the most recent records available from the City and other sources. Existing aerial topography and photographs will be helpful in identifying existing land uses. The City will provide, if available, all aerial topography and photographs.

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2.3 Review of Land Use and Zoning Requirements

Working closely with City planners, to identify the different types of present and projected future land uses for planning horizons to the year of 2040 within industrial, commercial, and residential zones. Particular emphasis will be on areas undergoing the kind of redevelopment that will change both the demand and the fire flow requirements and in areas where older pipelines will need replacement or upgrading. For analysis purposes, the service area will be subdivided into five major land use categories: (1) single family residential, (2) multifamily residential, (3) commercial, (4) light industrial, and (5) open areas. A land use map will be created to properly allocate demands to the computer model nodes.

Identify major point source water demands. This information will be obtained from the City's water use records.

2.4 Condition Assessment of Existing Water Facilities

Conduct a basic condition assessment of major existing facilities to determine their condition, capacity, and efficiency, compliance with code and safety requirements, and structural integrity.

Conduct a facilities survey by researching as-built drawings and performing field surveys to identify and determine the overall operation efficiency of the facilities. Facilities that will be reviewed will be water storage facilities, booster stations, disinfection systems, wells, and inter-ties with other agencies.

A visual inspection of existing pumping equipment will be conducted by specialist to review the physical condition of equipment, including pump motors, electrical equipment, and protective coatings. A visual inspection will also be performed to determine the condition of the City's 3-MG concrete storage reservoir and three storage tanks. Wells will be evaluated based on review of existing videotapes and performing an on-site visual inspection to make recommendation as to their usefulness. Additionally, operational data up to 2 years will be reviewed and analyzed to assess the existing operational conditions. Any kind of testing, testing of materials and/or geotechnical investigations are not included in this scope of work. Present findings and recommendations and include appropriate photographs, as required in the Water Master Plan.

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2.5 Update Population and Water Demand Projections

Review the 2005 Water Master Plan population projections and demands, and will review current population trends, and assess the need for population projection adjustments. Obtain information from the City Planning Department, SCAG, and other sources, to project future growth to the Year 2040. The population database that will be used will be the 2010 census.

**Task 3. Water Demand Projections**

3.1 Consultant shall conduct a hydraulic analysis of the water distribution system and calculate the City's current and projected potable and recycled water demand through year 2040 and at build out.

3.2 Consultant shall make projections of future growth and water consumption rates and fire flow needs. See 2015 City's Urban Water Management Plan

3.3 Consultant shall develop water demand duty factors, peak factors and maximum day and peak hour water demand factors for the different categories of land use.

3.4 Deliverables

- Tabulation of water demands in one year increments for the next five years, in five year increments thereafter until 2040 and build out.
- Discussion of forecasting methods
- Discussion of population projections.
- Discussion of areas of growth and projected year of build out.
- Discussion on duty, maximum day demand and peak hour factors.
- Tabulation and breakdown of water demands by pressure zone.
- Demand fluctuation (diurnal) curves for each pressure zone and each class of customer where sufficient data is available.
- Discussion on conservation practices (past, present and future) and its impact on demand

**Task 4. Water Source, Quality and Regulatory Issues**

4.1 Identify and depict existing and potential future water supply sources in the service area, including local groundwater, import water, and water recycling. We will

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review and discuss issues surrounding water quality and quantity, reliability, and present and proposed regulatory issues pertinent to the City.

4.2 Develop Recommended Water System Improvements

Make recommendations regarding future (ultimate) system improvements including pipe sizing, booster station and reservoir capacity. Proposed improvements will include recommendations for adding water transmission and distribution mains to (a) correct hydraulic deficiencies, (b) replace or rehabilitate aging and deteriorating pipelines, and (c) to construct improvements that can most efficiently minimize capital and operation costs in the system.

Consultant shall summarize improvements required for the City's potable water system to meet all the performance criteria established by both parties. A ranking procedure shall be established to rank all of the required improvements.

Consultant shall provide phasing requirements, if necessary, and cost estimates for each improvement. Should a new facility be needed to meet future growth, Consultant shall estimate costs of and recommend alternative locations. All cost estimates shall include site acquisitions, engineering, construction and other contingencies.

Consultant shall prepare a summary table identifying the improvements, their priorities, pressure zone served, cost, length of time required for engineering and construction.

4.3 Potable Water Resources and Supply

Consultant shall evaluate existing and proposed water system for existing or potential conflicts with current design standards, water quality management practices, and the Federal, State, Regional and County agencies changes. The regulatory issues shall include, but not limited to. Well Development and Destruction and Discharge, Groundwater Treatment Rule, Enhanced Surface Water Treatment Rule, Arsenic, Nitrate, Disinfectants/Disinfection By-Products, Perchlorate, Chromium and other regulatory issues

4.4 Consultant shall analyze and summarize the City's projected water resource and supply facility requirements through year 2040 and at build out.

4.5 Consultant shall also evaluate the capacity of the various components of the well field supply, raw water transmission, treatment, finished water pumping and



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transmission and determine the adequacy of each component with respect to the project growth of future potable water demands and recommend improvements to the City's overall emergency supply capacity such as emergency power generators, emergency disinfection capabilities, emergency pump, and interconnections with adjacent cities and water agencies.

- 4.6 Consultant shall establish criteria for and recommend potable water storage needed in each pressure zone. Sizing considerations shall include, but not limited to, fire flow/duration, peak hour needs, loss of power, water quality, nitrification, water age, energy efficiency and number of supply sources in pressure zone(s) served.
- 4.7 Consultant shall consider useable capacities of the reservoirs, based on the City's latest production and operation records.
- 4.8 Deliverables
- Tabulation of current and projected potable water resources, supply facilities and useable capacities.
  - Discussion of Drinking Water Regulations.
  - Discussion on current and projected potable water resource and supply facility requirement.
  - Discussion and recommendation on adequacy of and improvements required to provide emergency water supply.
  - Discussion of potable water supply limitations.
  - Discussion of water management opportunities.
  - Discussion and recommendation on storage planning criteria, current storage adequacy, and future storage needs and opportunities.
  - Discussion of potential interconnections with neighboring water agencies for emergency purposes (if practicable) to resolve any system deficiencies that may be identified through modeling efforts.

**Task 5. Capital Improvement Program**

- 5.1 As a part of the Capital Improvement Program (CIP), recommend a CIP structure to present improvement costs for 2025, 2030, 2035, and 2040. Evaluate system improvement alternatives to develop a water system improvement program, which will meet both the short and long-range requirements of the City.

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Identify water system facilities that need to be replaced or upgraded, such as pipelines, booster station, disinfection systems, and wells. We will include estimated construction costs, system improvement descriptions, and construction schedules.

- 5.2 Determine capital improvement program needs and emergency operational capabilities for the existing system and future development. The following table describes the maximum scenarios that will be performed for various planning horizons.

|                               | Existing | 2040 |
|-------------------------------|----------|------|
| 1. Average Day                | 1        | 1    |
| 2. Maximum Day (EPS)          | 1        | 1    |
| 3. Peak Hour                  | 1        | 1    |
| 4. Maximum Day w/fire flow    | 0        | 6    |
| 5. Water System Interruptions | 0        | 4    |
| Total                         | 3        | 13   |

Based on the calibrated hydraulic model, determine the reliability and deficiencies of City's existing system with "key" facilities out of service (water system interruptions). Perform a number of runs, as indicated above, simulating (1) a number of wells out of service, (2) connections to MWD being interrupted, and (3) reservoirs out of services. The City will determine the number and location of wells, connections to MWD, and reservoirs out of service for the simulations. Well site locations for future well sites will be based on system hydraulic preferences without consideration of hydrogeological factors.

**Task 6. Pipe Material Testing**

Assist the City in identifying locations where pipe "coupons" would be taken to evaluate the condition of the pipe. City Public Works staff or a sub-contractor, retained by the City, will perform all excavation work, collection of samples, and laboratory testing. Evaluate the coupons and provide recommendations to the City.

**Task 7. Water Rights Issues**

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Recommend a budgetary dollar amount to assist the City in water rights issues because the potential of addressing very complex issues. Review current and forecasted Metropolitan Water District cost for on demand water connection. Review documents regarding basin adjudications, water transfers, and contracts between the City and other agencies. Consultant shall keep the City updated on any changes or updates to the Waste Water Collection System requirements.

**Task 8. Hydraulic Model and Calibration**

8.1 Consultant shall amend and update the existing hydraulic model.

8.2 Consultant shall make as many iterations as may be required with the model to calibrate it to no more than 5 to 10 percent deviation from observed system energy grade line and flow rate values. The Consultant shall make as many runs as necessary to fully analyze the system and complete the required studies and evaluations required for the Project. The Consultant shall use the model to analyze, evaluate, test and plan upgrades for the system. The following flow scenarios shall be included in the exercise:

- Average day demand;
- Maximum day demand plus fire flows;
- Peak hour demand;
- Extended period simulation with maximum day demand, fire flow, 1-day period, 2-hour increments.

8.3 Model of Existing Water System

Consultant shall model the existing system, identify or confirm deficiencies in the existing system, and recommend improvements needed to resolve those deficiencies. Consultant shall analyze the following:

- Reliability Analysis
- Adequacy of Pressure Zones
- Model of Water System for Future Development

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**Task 9. Final Report – Water Master Plan**

Consultant shall prepare a Final Report on the Project. The Final Report shall compile, describe, and summarize the Project. The Consultant shall discuss assumptions and analyses made, results, conclusions and recommendations. The Final Report will form the Water System Master Plan for the City. It shall update the 2005 City of Lynwood Water Master Plan and incorporate additional components listed under the aforementioned tasks.

Consultant shall prepare and submit to the City, for approval, an outline of the Final Reports before starting the first draft.

The Draft Report submitted under this task will be the compilation of the deliverables provided for each of the project tasks during the project execution. Each task deliverables will be submitted as a Technical Memorandum (TM) and compiled such that it represents a section of the Draft Report. This will allow the City to review the document during the project and reduce the report review and modification time at the end of the Project. The TMs will represent 75% Draft version of the Draft Report. In this task, comments received on the TMs will be incorporated, an introduction section will be written, and all sections will be compiled as 100 percent Draft Report for final review by the City.

The Draft Water System Master Plan Report will discuss the ability of the City's current water (potable and recycled) system to meet performance objectives under current conditions and at build out. Each task will be included as a chapter and discuss the assumptions and analyses made, the results, conclusions, and recommendations. The Draft Report will be submitted to the City for review and comment. Comments will be discussed in person with the City staff.

The Final Report will incorporate all comments received from the City after a four-week review period. This report will be submitted to the City for approval.

**Task 10. Executive Summary & Public Education**

Consultant shall prepare a summary of the Water System Master Plan designed to be disseminated to the public for public education purposes. As well as prepare

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an executive summary of the Water System Master Plan to be distributed to the City Council.

**IV. SB 854**

SB 854 (Stat. 2014, chapter 28) made several changes to the laws governing how the Department of Industrial Relations (DIR) monitors compliance with prevailing wage requirements on public works projects. These new requirements apply to all public works that are subject to the prevailing wage requirements of the Labor Code, without regard to funding source. The City may only award public works projects to contractors and subcontractors that comply with the new Public Works Contractor Registration Law (SB 854). Contractors doing public works must register with the Department of Industrial Relations and meet the requirements before bidding on public works contracts in California.

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**V. SERVICES BY THE CITY**

The Public Works Department will oversee and monitor the Consultant's agreement for this Project.

Public Works Department will monitor the overall progress of Project and will advise the Consultant as to the policies and procedures of the City.

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**VI. RFP SCHEDULE**

|   |                          |
|---|--------------------------|
| Issue Date  | June 19, 2018            |
| Cut-off Date for Questions                          | July 3, 2018             |
| Deadline to Submit Proposals                        | July 18, 2018, at<br>5pm |
| Interview of Short-Listed Candidates (if necessary) | July 30, 2018 at<br>10am |
| Award of Contract                                   | August 21, 2018          |

**VII. PROPOSAL SUBMITTAL REQUIREMENTS**

A. The proposal shall 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 may at the discretion of the City be considered non-responsive and may be subject to rejection.

B. Proposal Format and Content

The following information is to be submitted as part of the proposal. The proposal is to be organized as follows:

1. **Cover Letter-** A signature by a principal or officer having the authority to negotiate and contractually bind and extend the terms of the written proposals is required.
2. **Firm Organization, Credentials and 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, location of office that will perform the work and basic services provided by the firm.
  - 1) Provide a general description of the firm's financial condition and identify any conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger, etc) that may impede the respondent to provide services.

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- 3. Approach to the Project** - Describe your approach to the Scope of Work and any special ideas, techniques or suggestions that you think might make the project proceed smoothly.
  
- 4. Project Experience**- Provide project profiles for at least three (3) projects similar to this Project scale and scope.
  - Brief summary of project: project name, location, year completed, size, project budget
  - Client contact name, title and phone number
  - Name of firm's project manager
  - Was the project completed within the proposed project schedule and budget?
  
- 5. Timeline**- Submit your estimated time to complete the Scope of Work. The City is looking for a reasonable and efficient timeline.
  
- 6. Qualifications of Proposed Personnel**- Provide evidence that the firm's personnel and team members have expertise and experience to carry out the scope of work.
  - Identify the proposed key team members (and their respective firms as applicable), and provide their qualifications including individual experience with similar projects.
  
  - Identify project sub consultants by company name, address, contact person, telephone number and project function, if applicable. The list should include a summary of the roles and responsibilities of each sub-consultant.
  
- 7. References**- The Consultant shall supply a minimum of 3 references from agencies with projects of similar nature. Each reference shall contain:
  - Client name and updated contact information (email and phone)
  - Project Name
  - Role of key project team members
  
- 8. Agreement to City Contract Terms and Ability to Obtain Insurance** –

Affirm your firm's ability to execute the City's Professional Services Agreement (Appendix A) for the Project.

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

- 9. Legal Issues** – Provide details of any past or pending litigation, or claims file, 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 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.

- 10. 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 the 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.

- 11. Additional Statements**- Consultant shall add the following written statements in their Proposal:

- Consultant shall adhere to all federal laws, state, and local laws and regulations.
- Consultant shall allow authorized federal, state, county, and the City's official's access to place of work, books, documents, papers, fiscal, payroll materials, and other relevant contract records pertinent to the Project. All relevant records shall be retained for at least three years.
- Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.



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- Consultant shall comply with the California Labor Code. Pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively.

**12. Cost Proposal:** The proposal shall provide a breakdown of fees associated with each project task. Consultant shall also submit a "Not-To-Exceed" fee for the Project which shall include all work necessary to complete the Project. The Consultant shall provide a "Fee Schedule" outlining all applicable hourly rates and costs for services for additional services if requested by City

**VIII. PROPOSAL DUE DATE**

**PROPOSAL DUE DATE**

**July 18, 2018 at 5:00 pm, PST**

Submit five (5) copies of the Proposal to the following name and address:

**For Proposal Deliver To:**

Maria Quinonez, City Clerk  
RFP- Water Master Plan Update  
City of Lynwood  
11330 Bullis Road  
Lynwood, CA 90262

**Write on the envelope the following:**

RFP- Water Master Plan Update

Proposals will be accepted on or before the date and time indicated above.

In addition, email a pdf copy or a link to a pdf copy of the proposal to [lhemp@lynwood.ca.us](mailto:lhemp@lynwood.ca.us) no later than July 19, 2018 and not earlier than July 18, 2018 at 5pm.

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**IX. SELECTION PROCESS**

This RFP provides the information necessary to prepare and submit a proposal for consideration and ranking by the City. The City reserve 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.

Staff and/or consultant 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 a short list of top ranked respondents to interview for this Project, interview all respondents or directly negotiate with the preferred respondent. The City has tentatively scheduled **July 20, 2018 starting at 10:00 am for finalist interviews** if needed. 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. Representative from the awarding agency may be involved in the selection process.

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 proposal at its sole discretion. The authorization for contract award for this Project will be upon approval of the Lynwood City Council.

**X. ADDENDA**

It shall be the responsibility of the Respondent to check the City's website to determine if any addendum has been posted to the website prior to the proposal opening date. The City's website address is [www.lynwood.ca.us](http://www.lynwood.ca.us) Click on “City Services”, and then select “Bids and RFPs”.

**XI. GENERAL SELECTION CRITERIA**

Selection of the most qualified firms will be based on the submitted proposal, interviews (if conducted), and other available sources of information. Staff or consultant will make its recommendation to the City Manager and to the City Council. Proposals will be evaluated based upon the criteria listed below:

- Completeness of Proposal
- Qualification and Technical Capabilities
- Approach to completing the Project

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- Proposal conciseness and clarity in understanding the City's needs and defining a work plan to satisfy those needs.
- Experience and Projects Completed of similar scope and size
- Timing to complete the Scope of Work
- Fair price estimate for the proposed Scope of Work
- References

**XII. 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 representations is intended or should be constructed 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 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, wither in whole or in part. The rights and remedies of the City provided in

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this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under the contract.

The Respondent further certifies that no relationship exists between itself and the City or another person or organization that interferes with fair completion 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.

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 Respondents 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.

No More than One Proposal: More than one proposal from an individual, firm, partnerships, 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 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 proposals, 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 another laws and regulations applicable to contracts utilizing Federal funds.

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

Professional License: 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 as his/her own expense, any and all permits, licenses

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and certifications, used by any federal, state or local governmental agency, pertaining to, and necessary for providing the services required in this RFP.

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.

**XIII. QUESTIONS REGARDING THIS RFP:**

All questions pertaining to this RFP must be provided in writing by via email and received no later than July 3, 2018 to:

Lorry Hempe, Public Works Special Projects Manager  
[lhemp@lynwood.ca.us](mailto:lhemp@lynwood.ca.us)

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# **APPENDIX A**

## **City of Lynwood Professional Services Agreement**

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**CITY OF LYNWOOD, CALIFORNIA  
PROFESSIONAL SERVICES AGREEMENT**

This agreement ("Agreement") is made as of \_\_\_\_\_, by and between the City of Lynwood, a California municipal corporation ("City"), and \_\_\_\_\_ Co. a \_\_\_\_\_ ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, City desires to utilize the services of Consultant as an independent contractor to provide the Water Master Plan Update to City as set forth in the attached Exhibit A and,

WHEREAS, Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise its principals and employees.

NOW, THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

1. Consultant's Services.

A. Scope of Services. The nature and scope of the specific services to be performed by the Consultant are as described in **Exhibit A-1 to Exhibit A-5**.

B. Time of Performance. Consultant shall develop a Work Plan jointly with the City upon receipt of the Notice to Proceed. The Work Plan shall set the Performance Schedule for the Project, adjusted for actual start dates.

2. Term of Agreement. This Agreement shall be for a term of twelve (12) months, commencing on the issuance of the Notice to Proceed as issued by the Director of Public Works/City Engineer, (the "Commencement Date") and terminating twelve (12) months thereafter, (the "Termination Date"), unless sooner terminated pursuant to the provisions of this Agreement. On or before thirty (30) days prior to the Termination Date Consultant and City shall meet to discuss this Agreement and its possible extension and or modification. In the event Parties do not enter into a new agreement prior to the Termination Date, this Agreement shall continue on a month-to-month basis under the same terms for a period not to exceed twelve (12) months following the Termination Date. The month-to-month extension shall not increase the not-to-exceed amount under Section 3, Compensation and Payment. The City Manager may approve additional fees on a time and materials basis. If the Parties execute no new

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agreement by the end of the twelve-month period following the Termination Date, this Agreement shall terminate at the end of such twelve-month period.

1. Compensation and Payments

A. Compensation. City agrees to compensate Consultant for services rendered in an amount not to exceed \_\_\_\_\_ (\$\_\_\_\_\_). All services and deliverables within the scope of work as defined in the **Exhibit A-1 to Exhibit A-3** shall be compensated on the following basis:

- a. Reimbursable Expenses incurred by the Consultant, not to exceed \_\_\_\_\_ (\$\_\_\_\_\_).
- b. The Consultant shall be compensated for additional services beyond the scope of services specified in **Exhibit A-1, Exhibit A-3**, which are requested and approved by the City, based on the cost specified in **Exhibit A-4** and based on **Exhibit A-5** Hourly Rate for additional services. The Consultant shall be compensated for any additional reimbursable expenses at their actual cost only upon written prior approval from the City.

B. Payments. The Consultant shall submit to the City for approval monthly applications for payment for basic and additional services, and reimbursable expenses, if any, with reasonable supporting detail. Payments for basic services shall not exceed \_\_\_\_\_ (\$\_\_\_\_\_ ) per month. Payment shall be made only after submission of proper monthly invoices in the form and manner specified by City. Each invoice shall include a breakdown of all monthly services performed. City shall endeavor to pay invoices bearing correct and authorized charges within thirty (30) days of the date received; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. City shall not be responsible to Consultant for any additional charges, interest or penalties due to a failure to pay within such period.

C. Additional Services and Out of Pocket Expenses. If at the request of the City, Consultant is required to provide additional services or incur out of pocket expenses beyond the expenses associated with performance of this Agreement, Consultant shall be entitled to compensation for such services on a time and material basis, and or reimbursement of such expenses, if approved in advance, in writing, by the Director of Public Works/City Engineer.

4. **General Terms and Conditions.** The General Terms and Conditions set forth Exhibit B are incorporated as part of this Agreement. In the event of any inconsistency between the General Terms and Conditions and any other exhibit



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to this Agreement, the General Terms and Conditions shall control unless it is clear from the context that both Parties intend the provisions of the other exhibit(s) to control.

**5. Addresses.**

**City**

City of Lynwood  
11330 Bullis Road  
Lynwood, CA 90262  
Attn: Director of Public Works

Phone: 310-603-0220

**Consultant**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

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

**6. Exhibits.** All exhibits referred to in this Agreement are listed here and are incorporated and made part of this Agreement by this reference.

Exhibit A-1 Scope of Services

Exhibit A-2 City of Lynwood Request for Proposals- REQUEST FOR PROPOSAL FOR WATER MASTER PLAN UPDATE FOR Capital Improvement Project (\_\_\_\_\_) (\_\_\_\_) pages)

Exhibit A-3 \_\_\_\_\_ Proposal from \_\_\_\_\_ (\_\_\_\_\_) (\_\_\_\_) Pages)

Exhibit A-4 \_\_\_\_\_ Fee Proposal (\_\_\_\_\_) (\_\_\_\_) page)

Exhibit A-5 Hourly Rate for Additional Services

Exhibit B- General Terms and Conditions (Nine (9) pages).

**IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written below.**

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By: \_\_\_\_\_  
José Luis Solache  
Mayor

\_\_\_\_\_ Date

ATTEST:

By: \_\_\_\_\_  
Maria Quinonez  
City Clerk

\_\_\_\_\_ Date

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Noel Tapia, City Attorney

\_\_\_\_\_ Date

**CONSULTANT**

\_\_\_\_\_

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

\_\_\_\_\_ Date

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**EXHIBIT A-1**

**SCOPE OF SERVICES**

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**EXHIBIT A-2**

**RFP-Water Master Plan**

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**EXHIBIT A-3**

**Proposal From Consultant**

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**EXHIBIT A-4**

**Cost Proposal**

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**EXHIBIT A-5**

**HOURLY RATE**



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**EXHIBIT B**

**GENERAL TERMS AND CONDITIONS**

**1. Status as Independent Contractor.**

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. 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 agents or employees are in any manner agents or employees of City.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to 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. In the event that City is audited by any Federal or State City regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Consultant, then Consultant agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with 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 Section 1.

**2. Standard of Performance.**

A. Consultant shall perform all work to the highest professional standards normally practiced by recognized consulting companies in performing services of a similar nature. The City Manager or his/her designee may from time to time assign additional or different tasks or services to Consultant, provided such tasks are within the scope of services described in **Exhibit A-1 and Exhibit A-2**. However, no additional or different tasks or services

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shall be performed by Consultant other than those specified in **Exhibit A-1 and Exhibit A-2**, or those so assigned in writing to Consultant by the City Manager or his/her designee.

B. The City Manager or his or her designee, shall, until further notice to Consultant, administer this Agreement and provide for immediate supervision of Consultant with respect to the services to be provided hereunder.

**3. Indemnification.**

A. Consultant is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City is relying upon the skill and knowledge of Consultant to perform said services and duties.

B. City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), or damage to or destruction to third-party property, to the extent caused by the Consultant's negligent or willful acts or omissions of its agents, officers, directors, subcontractors, subconsultants or employees, committed in performing any of the services under this Agreement. Notwithstanding the foregoing, the provisions of this subsection shall not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

C. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every subcontractor, subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required in this Section, Consultant agrees to be fully responsible according to the terms of this Section. Failure of the City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Indemnitees as set forth herein shall survive the termination of this Agreement and is in addition to any rights which City may have under the law. This indemnity is effective without reference to the existence or applicability of any insurance coverages which

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may have been required under this Agreement or any additional insured endorsements which may extend to City.

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**4. Insurance.**

A. Without limiting Consultant's indemnification of Indemnitees pursuant to Section 3 of this Agreement, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

(i) Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be \$1,000,000 per occurrence for all covered losses and \$2,000,000 general aggregate.

(ii) Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be 1,000,000 per accident, combined single limit. If consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

(iii) Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits \$1,000,000 per occurrence and in the aggregate.

(iv) Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be \$1,000,000 per occurrence and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

B. City, its officers, officials, employees, State of California, RMC and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California with a Best's rating of no less than A:VII.

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D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, or reduced (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Lynwood, 11330 Bullis Road, Lynwood, California, 90262. Consultant agrees that it will not cancel or reduce said insurance coverage.

E. Consultant shall submit to City (i) insurance certificates indicating compliance with the worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

F. The Consultant's insurance shall be primary as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

G. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant and the cost of such insurance may be deducted, at the option of City, from payments due Consultant.

**5. Confidentiality.**

Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the 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.

**6. Ownership of Work Product.**

All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction

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or limitation upon its use of dissemination by City. Such material shall not be subject to copyright application by Consultant.

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**7. Conflict of Interest.**

A. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by Consultant. Consultant's covenant under this section shall survive the termination of this Agreement.

**8. Termination.** City may terminate this Agreement with or without cause upon thirty (30) days' written notice to Consultant. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, preserve the product of the services and turn over to City the product of the services in accordance with written instruction of City.

**9. Personnel.**

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises.

**10. Financial Condition.**

Prior to entering into this Agreement, Consultant has submitted documentation reasonably acceptable to the City Manager, establishing that it is financially solvent, such

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that it can reasonably be expected to perform the services required by this Agreement. Within thirty (30) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement, Consultant shall submit such financial information as may be appropriate to establish to the satisfaction of the City Manager that Consultant is in at least as sound a financial position as was the case prior to entering into this Agreement. Financial information submitted to the City Manager shall be returned to Consultant after review and shall not be retained by City.

**11. Non-Discrimination and Equal Employment Opportunity.**

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

**12. Assignment.**

Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

**13. Performance Evaluation.**

For any Agreement in effect for twelve months or longer, a written annual administrative performance evaluation shall be required within ninety (90) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement. The work product required by this Agreement shall be utilized



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as the basis for review, and any comments or complaints received by City during the review period, either orally or in writing, shall be considered. City shall meet with Consultant prior to preparing the written report. If any noncompliance with the Agreement is found, City may direct Consultant to correct the inadequacies, or, in the alternative, may terminate this Agreement as provided herein.

**14. Compliance with Laws.**

Consultant shall keep itself informed of State, Federal and Local laws, ordinances, codes 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 comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the state of California pursuant to sections 2105 and 17451 of California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

**15. Licenses.**

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses (including a City business license) required of it by law for performance of the services hereunder.

**16. Non-Waiver of Terms, Rights and Remedies.**

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

**17. Attorney's Fees.**

In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

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**18. Notices.**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Consultant's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this section.

**19. Governing Law.**

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

**20. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

**21. Severability.**

If any provision or any part of any provision of this Agreement is found to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

**22. Entire Agreement.**

This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the appropriate officer of the City as set forth in subsection 6-3.1 et seq. of the Lynwood Municipal Code and attested by the City Clerk.

**23. Authority.**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.