

**REQUEST FOR PROPOSAL  
TO PROVIDE  
PROFESSIONAL SERVICES FOR**

**2025 Urban Water Management Plan**



**Water Resources Department  
5812 Arbor Road  
Lakewood, CA 90713**

**March 2026**

**Proposal Deadline:  
2:00 P.M. April 8, 2026**

**Project Contact:  
Anthony Manzano, P.E.  
amanzano@lakewoodca.gov  
(562) 866-9771 ext. 2703**

**CITY OF LAKEWOOD**  
**REQUEST FOR PROPOSALS**  
**RFP NO. DWR 26-01**

NOTICE IS HEREBY GIVEN THAT THE City of Lakewood will receive proposals for:

**PROFESSIONAL SERVICES FOR 2025 URBAN WATER MANAGEMENT PLAN**

The terms Consultant, Proposer, and Contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the city enters a contract because of this solicitation.

Each proposal must be submitted to:

City of Lakewood  
City Clerk's Office  
5050 Clark Avenue  
Lakewood, CA 90712  
Attention: Water Resources Department

in a **SEALED ENVELOPE**, no later than **2 PM, on Wednesday, April 8, 2026**.

It is the policy of the City of Lakewood to receive, but not to open, any RFP which is received late, as late RFP's will be rejected and returned to the consultant unopened.

**PREPARED BY:**

  
\_\_\_\_\_  
Anthony Manzano, P.E.  
Assistant Director of Water Resources  
City of Lakewood

**2026-03-10**  
\_\_\_\_\_  
Date

## INTRODUCTION

The City of Lakewood Water Resources Department (City) serves potable water to approximately 20,300 residences and businesses, within the city’s boundaries, west of the San Gabriel River. The City is soliciting proposals from qualified and experienced firms interested in providing professional services for the preparation of the 2025 Urban Water Management Plan (UWMP).

This request for proposal (RFP) contains a background, scope of services, deliverables, elements of proposal, selection process, general terms and conditions, and a professional services agreement template.

The intent of the RFP is to solicit a concise proposal to provide the services described within this RFP including professional services and support for the above referenced project.

### Tentative Schedule

The City has established the following target dates for evaluation and scheduling purposes. The following dates are tentative, non-binding, and are subject to change without prior notice.

RFP Release .....	March 12, 2026
Deadline for Proposers to Submit Questions .....	4 PM March 24, 2026
Anticipated Deadline for City to Respond to Questions.....	4 PM March 31, 2026
<b>Proposals due and received by .....</b>	<b>2 PM April 8, 2026</b>
<b>Recommend City Council to approve award (tentative).....</b>	<b>April 28, 2026</b>

## BACKGROUND

The UWMP is required by California’s urban water suppliers to support long-term resource planning and ensure reliable water supplies for current and future demands. Every urban water supplier that either provides over 3,000 acre-feet of water annually or serves more than 3,000 urban connections is required to submit an UWMP every five years ending in zero and five. Each UWMP must evaluate water supply reliability over a 20-year planning horizon and demonstrate compliance with the Water Conservation Bill of 2009 (SBX7-7), which mandated a 20 percent reduction in per-capita water use by 2025. Plans must be submitted to the California Department of Water Resources (DWR), which reviews them for compliance with the California Water Code §10608 and § 10610–10656, which reports findings to the Legislature.

The City of Lakewood is seeking a consultant to prepare and complete its 2025 UWMP in compliance with the California Water Code, the Urban Water Management Planning Act, and the DWR Final 2025 UWMP Guidebook, including updates such as Assembly Bill 2067. The consultant will be responsible for updating the 2025 UWMP:

- Evaluating current and projected water demands.
- Analyzing potable and non-potable water supplies.
- Assessing water supply reliability under normal, single-dry, and multiple-dry year conditions through at least 2045.
- Preparing a Drought Risk Assessment.
- Develop a Water Shortage Contingency Plan that meets the latest statutory requirements.

All findings, analyses, and data shall be documented in a draft and final 2025 UWMP, submitted to the City for review, and finalized for submittal to DWR. Coordination with City staff and relevant stakeholders will be required throughout the process.

## **SCOPE OF SERVICES**

The selected Consultant shall develop and complete the 2025 UWMP for the City. The primary goal is to develop a UWMP that is compliant with the California Water Code and DWR's most recent UWMP Guidebook. The Consultant will be responsible for the following tasks:

- Assess current and future water demands using baseline data and local planning documents.
- Analyze potable and non-potable water supplies, including rights, contracts, deliveries, and constraints under regulatory or hydrological conditions.
- Evaluate long-term water supply reliability under normal, single-dry, and five consecutive dry-year conditions through at least 2045.
- Prepare a Drought Risk Assessment based on projected demands and supplies over a five-year drought scenario.
- Develop a Water Shortage Contingency Plan identifying demand-reduction and supply-augmentation measures for various shortage conditions.
- Five Consecutive Dry-Year Water Reliability Assessment
- Drought Risk Assessment
- Seismic Risk Evaluation
- Updated Water Shortage Contingency Plan
- Groundwater Supplies Coordination
- Layperson's Summary Description
- The Consultant shall also assist the City with making the required notifications to other local agencies and public hearing notifications as specified by the Act.

The Scope of Services, as may be modified through negotiation and/or by written addendum issued by the City, will be incorporated into the final Agreement. The firm selected will be expected to provide all necessary personnel, expertise, and resources to achieve the City's objectives and deliver/complete the following services and tasks.

### **TASK 1 – PROJECT MANAGEMENT**

- a) At the commencement of the project, Consultant will hold a “kickoff” meeting with City staff to discuss the following:
  - i. The scope and parameters of the project as well as the City's experience with the existing water facilities.
  - ii. Specific goals to be accomplished will be identified and effective strategy to accomplish the project goals will be developed during this meeting.

- iii. A memorandum will be prepared to document the established project goals and the project execution strategy. This memorandum will serve as the basis for subsequent action, in accordance with this Scope of Services.
- b) The project engineers assigned by Consultant and City shall meet at a bi-weekly progress meeting after the kickoff meeting throughout the project to provide updates on project issues, action items, budget status, or other relevant concerns.
- c) The Consultant shall prepare a detailed schedule of the Report for a completion date.
  - i. The schedule is subject to approval of the City.
- d) It shall be the responsibility of the consultant to review and become familiar with all pertinent data for the completion of UWMP.
- e) The consultant shall be responsible for developing meeting minutes for the kick-off meeting and the subsequent progress meetings.
  - i. The Consultant shall provide meeting minutes to the City no later than 5 business days after the meeting for review and approval by the City.
- f) Submit a detailed billing breakdown with each invoice that identifies all individuals and subconsultants who worked on the project, including their billing rates, applicable multipliers, and hours charged. Each invoice shall also include a budget summary showing the amount spent to date, the remaining budget, and a forecast for the next billing period. In addition, provide a written summary of the work completed during the current billing period and the work planned for the upcoming period.

## **TASK 2 – DATA COLLECTION & EVALUATION**

- a) The consultant will provide data review and analysis, development of demand projections, and analysis of demand management measures.
- b) The City will provide the following reports:
  - i. 2020 Urban Water Management Plan (available on City’s website).
  - ii. 2017 Water System Master Plan.
  - iii. Consumer Confidence Reports.
  - iv. Public Health Goals Reports.
  - v. Groundwater wells and water quality data.
  - vi. Geographical Information System (GIS) data and mapping.
  - vii. Water production data.
  - viii. Water consumption data.
  - ix. Monthly customer billing.
  - x. Supervisory control and data acquisition (SCADA) controls.
- c) The consultant shall collect information and data to update Water Demand Projections for a 20-year period through 2045.
  - i. As water demand projections are a core element of UWMP, collecting data for this task will be the initial priority. Necessary data for this task includes:
    - 1. Demographic data (e.g. population, housing unit and employment projections, etc.) from General Plans for the adjacent cities and the U.S. Census, etc.
    - 2. Historical and current water production data and consumption data by user class

(single-family residential, multifamily residential, commercial, institutional, dedicated irrigation, fire, and other things). Trends in water use reduction at the City since 2000 should be analyzed and factored into the demand projection update.

3. Data to estimate impacts of the current and future CALGreen Codes and the City's Water Use Efficiency Standards, as well as the impact of on-going behavioral modification/social forming programs.
4. Historical and current water savings estimates from on-going City conservation programs.
5. Economic information covering historical, current, and projected rates along with the potential impacts of rate elasticity.
6. Any relevant information the Consultant feels is necessary or beneficial for this task.

### **TASK 3 – 2025 UWMP REPORT**

- a) The Consultant shall prepare the UWMP in accordance with the DWR's Final 2025 Guidebook and ensure compliance with all applicable statutes and mandates, including the requirements to submit the completed UWMP to the DWR.
- b) First draft report
  - i. In coordination with City staff, the Consultant shall prepare the initial draft of the UWMP in compliance with all applicable state requirements and guidance.
  - ii. The City will review the draft report and provide consolidated comments and revisions to the Consultant.
  - iii. The Consultant shall incorporate all necessary revisions and re-submit a comprehensive draft report to the City.
- c) Second draft report
  - i. The consultant shall identify any remaining data needs and draft any remaining required chapters of the UWMP, any supporting sections (e.g., Table of Contents, List of Tables and Figures, Acronyms and Abbreviations, References, Appendices, etc.), as well as the optional section on climate change impacts to supply, and the checklist developed by DWR to assist DWR with its review.
  - ii. City staff may take remaining chapters to the City Council for feedback as they are developed. However, it is not anticipated that the consultant will need to attend.
  - iii. The consultant shall distribute electronic copies of the UWMP draft (or provide notice of its online availability) to five local water agencies and seven additional public agencies designated by City staff. The Consultant shall also provide advance notification of the public hearing. In addition, the Consultant must advise City staff of all requirements, timelines, and potential costs associated with obtaining permits from applicable regulatory agencies (if any).

- d) Final Plan
  - i. In conjunction with City staff, the consultant shall present the final draft to the Council and the public at a public hearing. After the close of the public hearing, the City Council will consider final adoption of the UWMP.
  - ii. The consultant shall present a final draft of the second draft to the City Council and the public to review and revise the UWMP.
  - iii. Prepare, make or attend at least two (2) power point presentations, as needed, at public workshops or City Council meetings and respond to comments. Additional copies of the reports for meeting attendees shall be the Consultant's responsibility.
- e) Following adoption of the UWMP, the consultant shall submit the plan electronically as required/requested by the DWR. Please note submissions are due by July 1, 2026, and the City would like to make a good effort to submit the Plan to the DWR as soon as possible.

## **DELIVERABLES**

The Consultant shall provide the City with the following products and services as part of this project and any other items the consultant deems necessary to provide a complete UWMP. The consultant shall ensure that the 2025 UWMP addresses the requirements of the latest DWR's final 2025 UWMP Guidebook. Prepare any required California Environmental Quality Act (CEQA) documentation for the UWMP and Water Shortage Contingency Plan.

### Draft UWMP

- a) One (1) hard copy (or notification of online availability) to designated stakeholders (5 local water agencies and 7 other public agencies) as designated by City staff.
- b) Six (6) printed copies submitted to the City; and
- c) One (1) complete electronic version in the latest Microsoft Word format, that is fully ADA compliant for posting on the City's website.

### Final UWMP

- a) Six (6) printed copies and one (1) complete fully ADA compliant electronic version in both PDF and in the latest Microsoft Word formats.
- b) The consultant shall provide technical expertise, prepare draft and final agenda reports, assist in the development of City Council presentations, and be available to support staff and respond to questions at up to two (2) City Council meetings.
- c) The consultant shall coordinate all UWMP adoption requirements, assuring notification requirements for public hearing; and submitting draft UWMP to all appropriate State, local agencies and stakeholders.
- d) The consultant shall coordinate with City and County agencies to ensure receipt of the Final UWMP within 30 days of adoption.

- e) The consultant shall coordinate the posting of an ADA compliant notice and submittal of the Final UWMP to the DWR.

## **ELEMENTS OF PROPOSAL**

The proposal shall be signed by an official authorized to bind the firm and must contain a statement to the effect that the proposal is valid for ninety (90) days. Proposal information shall be submitted in two (2) envelopes as follows:

1. The first envelope, clearly identified as "Technical Proposal", shall be limited to 15 pages excluding the cover letter, resumes, and pre-printed materials and contain the following information:
  - A. Introductory letter, firm name, address, and telephone number; contact person, and table of contents.
  - B. A clear and concise response as to why the City should select your firm for this work.
  - C. Statement of qualifications of your team.
  - D. A detailed description of similar projects successfully completed by your project team in the last five years. Relevant experience illustrating the proposed team's capabilities, which must include description of work performed for other public agencies specifically managed by the designated Project Manager. Include a list of clients for which your firm has completed similar work. Include project design start and completion dates, engineer's estimate and final construction cost. Cite only specific projects of a similar nature to the project described herein. Include the name, telephone number, and email address of a contact person for each client who can verify the information provided.
  - E. Provide a brief narrative indicating the management structure of your firm, the tenure of management, and ownership of the firm.
  - F. Resume of the Project Manager that will be assigned to work as the "lead person" on this design project who will be the City's main liaison. This individual must be a licensed civil engineer. Include a detailed description of the assigned Project Manager's experience and specifically identify the last ten design projects he/she managed. Describe his/her availability and percentage of time allocated to this project.
  - G. Firm personnel experience - A list of the Design team personnel who will be assigned to perform substantial amounts of the design work on this project. Provide a resume and experience record for each person, including years of experience, education and anticipated amount of time each will work on this project.

- H. Sub-consultant personnel experience - Names and addresses of any outside sub-consultants, associates and contractors who you are proposing to be involved with on this project. Include each proposed company's experience and qualifications as described in G above for firm personnel.
  - I. A detailed proposed scope-of-work and methodology consisting of individual tasks for the design project. This scope-of-work will be used as a basis later for project deliverables and invoice payments.
  - J. Project Schedule – A proposed time schedule and a method of assuring that the time schedule is met, including the name of the person responsible for the time schedule. Please include two weeks of review time for each project deliverable due to the City.
  - K. Documentation of no personal or organizational conflicts of interest with City interests.
2. The second envelope, which must be sealed, clearly identified as "Cost Proposal" shall contain the following information:
- A. The "not-to-exceed" cost proposal should break down the various elements of cost for the project into individual tasks. The cost breakdown shall at the very minimum reflect the tasks and sub-tasks as described in this Request for Proposal. All fees and expenses should be incorporated into the cost proposal with all blue printing, photocopying, travel and miscellaneous costs, estimated to be accrued during the life of the contract included in the personnel's hourly rates. Also, include any escalation or inflation factors anticipated into hourly rates. No increase in fees will be allowed during the life of the contract. Extension of the contract will be a basis for renegotiation of fees.
  - B. The Consultant shall identify the number of technical and professional personnel hours (project manager and key professionals) for each task or sub-task. Payment for services is anticipated to be based on man-hours and fee schedule (personnel rate).

**NOTE:** Please be sure to place the fees proposal in a separate sealed envelope from the "Technical Proposal" so that an evaluation of the proposal based on merit may be completed.

## **CONSULTANT SELECTION PROCESS**

A panel of the City staff members will review the submitted proposals based on the evaluation factors noted below. Proposals will be evaluated primarily on the demonstrated ability of the project design team members who will perform substantial amounts of the work on our project.

Proposals will be evaluated based on the following criteria:

1. Firm experience/reputation/workload - Experience of the firm in similar work and record of successful results of that work. Also considered will be the firm's ability to take on additional work, demonstrated understanding of the City's goals and purpose for this project, specific

management approach and how the firm proposes to achieve the project's time goals, how well the firm's organizational structure shows sufficient depth for its present workload, and the firm's ability to offer the breadth and quality of services required for the project. **(25 points)**

2. Experience of the personnel assigned to the project team - A firm provides the resources, but the individuals assigned to a project are a true reflection as to the final quality of the project. The City of Lakewood will give considerable weight to the individual qualifications and experience of the project team members who will do most of the design work on this project. Considerations will include qualifications of key personnel, project team member's individual experience and other qualifications, project manager's experience, sub-consultant's individual experience and other qualifications. **(25 points)**
3. Response to the project objectives outlined in this RFP – including demonstrated understanding of scope of project. **(15 points)**
4. Adherence to proposal format. **(10 points)**
5. Schedule - The proposed schedule for performing the work for the project. The selected firm should be ready to start work immediately after the design contract is awarded by City Council and a Notice-To-Proceed is issued. **(25 points)**

Proposers may be invited to participate in an oral interview with members of the Selection Committee. The Project Manager must represent the firm at this interview. A contract may be negotiated for the project for the extent of services to be rendered and for the method of compensation. If agreement is not reached on the project, negotiations will be terminated. Negotiations may then be undertaken with the review panel's second choice for that project. When agreement is reached with the Consultant, a contract for the work will be prepared in final form, executed by the Consultant and submitted to the City Council for approval and execution.

## **PROPOSAL EVALUATION SCHEDULE**

The City shall utilize the following planning chart for the timetable and process of evaluating engineering proposals:

- Proposals due and received by: **April 8, 2026, by 2:00PM PST**
- Recommend Council to approve Award: **April 28, 2026**
- Notice to Proceed: **May 7, 2026 (Tentative)**

## **GENERAL TERMS AND CONDITIONS**

This request for proposal does not commit the City of Lakewood to approve an Agreement, to pay any costs incurred in the preparation of a response to this proposal request, or to procure or contract for services or supplies. Respondents shall not offer any gratuities, favors, or anything of monetary value to any officer, employee, or agent of the City that has influence in the selection of the

Consultant for the purpose of influencing favorable disposition toward either their proposal packages or any other packages.

The Consultant shall carry General Liability Insurance, with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate, combined single limit, naming the City, City Council and each of its members, and the officers and employees of the City, as additionally insured for purposes of the contract, such coverage not to be canceled unless a 30-day written notice is first given to the City.

The selected firm shall maintain in full force and effect at all times during the term of the agreement, professional liability insurance in the amount of Two Million Dollars (\$2,000,000) which shall provide coverage for any damages or losses suffered by the City as a result of any error or omission or neglect by the Consultant which arises out of the professional services required by the Agreement.

The City reserves the right to accept or reject all proposals, waive any defects or irregularity, modify the proposal terms or the selection process or negotiate a contract, along with a revised Scope of Services, schedule and fees with the selected Consultant. The City reserves the right to eliminate or add tasks identified in the Scope of Work with a corresponding reduction or increase in the fee. The City reserves the right to separate the work into various projects and negotiate and award each project to different consultants. At its sole discretion, the City may choose to award the design contract to any proposer that it deems in the best interest of the City. The recommended proposal will be presented to the City Council for approval.

## **CONTRACT BETWEEN CONSULTANT AND CITY**

The City will prepare a contract for implementation between the successful Consultant and the City. See **Attachment 3** for a sample of the City's contract agreement. Please indicate in your proposal any exceptions taken to the requirements of the agreement.

### **Late Proposals**

It is the Consultant's sole responsibility to ensure that proposals are received at the City office prior to the scheduled closing time specified in this RFP. Proposals will not be accepted after the deadline.

### **Withdrawal of Proposals**

Consultants may be withdrawn if written notification of withdrawal of the proposal is signed by an authorized representative of the proposer and received at the City office prior to the closing time for receipt of proposals. Proposals cannot be changed or withdrawn after the time designated for receipt.

### **Rejection of Proposals**

The City reserves the right to reject all proposals received in response to this RFP and to waive any informality in any proposal if it is determined to be in the best interest of the City to do so.

### **Proposal Validity Period**

Submission of a proposal will signify the proposer's agreement that the proposal, and contents thereof, are valid for ninety (90) days following the submission of the proposal and shall become part of the contract that is negotiated with the successful consultant.

### **Site Inspection**

Proposers are urged to make site visits and examinations to become thoroughly familiar with the conditions affecting their proposal. Failure to conduct such investigations will not constitute grounds for additional claims or for extension of time under the contract and will not relieve the Consultant of the responsibility for meeting all requirements of the RFP.

### **Documents To Be Construed Together**

The RFP proposal and all documents incorporated by reference in a contract entered between the Consultant and the City, and all modifications of said documents shall be construed together as one document.

### **Extra Work or Materials**

The City shall have the right to make alterations, eliminations and additions in the work. Exercise of such rights shall not void the contract. The value of such extra work shall be agreed upon by the City and the Consultant.

### **News Releases**

News releases pertaining to the award of any contract resulting from this RFP shall not be made without prior approval of the City. The City's name shall not appear on customer lists, advertisement or other materials used to promote the Consultant's services without prior written approval of the City.

**PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION** In accordance with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 1000, Americans with Disability Act of 1990, California Department of Social Services Manual of Policies and Procedures Division 21, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, creed, color, national origin, political affiliation, marital status, age, disability, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

Prior to the commencement of work, the selected proposer certifies its compliance with equal employment opportunity law and will:

1. Have a written policy statement prohibiting discrimination in all phases of employment
2. Conduct periodic self-analysis or utilization analysis of its work force
3. Have a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the proposer will have a system for taking reasonable corrective action, which includes the establishment of goals and timetables.

CONSENT TO COMPLY BY:

Proposer Name: \_\_\_\_\_

Proposer Official Title: \_\_\_\_\_

Official's Signature: \_\_\_\_\_

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

PROPOSER’S CERTIFICATION OF NO CONFLICT OF INTEREST The City shall not contract with, and shall reject any proposals submitted by, the people or entities specified below, unless the Lakewood City Council finds that special circumstances exist which justify the approval of such contract:

1. Employees of the City or of agencies for which members of the Lakewood City Council are the governing body.
2. Profit-making firms or businesses in which people described in number one serve as officers, principles, partners, or major shareholders.
3. People who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
  - a. Were employed in positions of substantial responsibility in service to be performed by the contract; or
  - b. Participated in any way in developing the proposal or its service specifications; and

Profit-making firms or businesses in which former employee(s), described in number 3, serve as officers, principles, partners, or major shareholders.

CERTIFICATION BY:

Proposer Name: \_\_\_\_\_

Proposer Official Title: \_\_\_\_\_

Official’s Signature: \_\_\_\_\_

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

**Five (5) copies of the complete proposals including an electronic PDF copy in a flash drive must be received by the date and time specified in this RFP. Deliver or mail proposals to:**

Hand or Mail Deliveries:

City of Lakewood  
City Clerk’s Office  
5050 Clark Avenue  
Lakewood, CA 90712  
Attn.: **Anthony Manzano, P.E. – Assistant Director**

**ATTACHMENTS**

Attachment 1: Sample Professional Services Agreement

**-END-**

**CITY OF LAKEWOOD  
PROFESSIONAL SERVICES AGREEMENT  
WITH \_\_\_\_\_**

This Professional Services Agreement (“Agreement”) is made and effective as of \_\_\_\_\_, 2026 (the “Effective Date”), by and between the City of Lakewood, a California municipal corporation, (the “City”) \_\_\_\_\_, a California corporation (“Consultant”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**1. TERM**

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until \_\_\_\_\_, 2026, and may be renewed by City with the concurrence of Consultant for any successive one or two-year term, unless sooner terminated pursuant to the provisions of this Agreement.

**2. SERVICES**

Consultant shall perform the services described and set forth in Consultant’s Proposal attached hereto as Exhibit A (“Services”), incorporated herein as though set forth in full.

**3. PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of Consultant’s ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant under this Agreement.

**4. CITY MANAGEMENT**

The City Manager or designee shall represent the City in all matters pertaining to the administration of this Agreement.

**5. PAYMENT**

- A. The City agrees to pay Consultant for Services satisfactorily performed in accordance with the fees set forth in Exhibit A, in an amount not to exceed \$\_\_\_\_.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in

- C. writing by the City and Consultant at the time the City's written authorization is given to Consultant for the performance of said services.
- D. Consultant will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's Services or fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

**6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

- A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by giving at least thirty (30) days prior written notice to Consultant. Upon receipt of said notice, Consultant shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the Services performed up to the time of termination, unless the City disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Consultant will submit an invoice to the City pursuant to Section 5.

**7. DEFAULT OF CONSULTANT**

If the City determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, the City shall serve Consultant a written notice of the default. Consultant shall have seven (7) days after service of said notice to cure the default. In the event that Consultant fails to cure the default within such period of time or fails to present the City with a written plan for the diligent cure of default if such default cannot be cured within seven days, 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 at law, in equity or under this Agreement. The City shall also have the right to offset against the amount of any fees due to Consultant any costs incurred by the City as a result of Consultant's default.

**8. OWNERSHIP OF DOCUMENTS**

- A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with

generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to the City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the Services under this Agreement.

## **9. INDEMNIFICATION AND DEFENSE**

- A. Indemnity.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City and any and all of its officials, officers, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, caused in whole or in part by the acts, errors, or omissions of Consultant, its officers, agents, employees, subcontractors, or sub-Consultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of Services under this Agreement.

- B. Duty to Defend.

In the event the City, its officials, officers, employees, agents, and/or volunteers are made a party to any claim, action, lawsuit, or other adversarial proceeding ("Action") arising from the performance of the Services under this Agreement, whether or not Consultant is named in such Action, and upon demand by the City, Consultant shall defend the City at Consultant's sole cost, or at the City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense.

- C. Payment by the City for Services is not a condition precedent to enforcement of this section. Consultant's duty to defend, indemnify, and hold harmless the City shall not extend to the City's sole or active negligence. In the event of any dispute between Consultant and the City as to whether liability arises from the sole or active negligence of the City or its officials, officers, employees, agents, and/or volunteers, Consultant will be obligated to pay for the City's defense until such time as a final judgment has been entered adjudicating the City as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including, but not limited to, attorney's fees, expert fees and costs of litigation.

**10. INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached hereto and made a part of this Agreement.

**11. INDEPENDENT CONSULTANT**

- A. Consultant is and shall at all times remain as to the City a wholly independent Consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, agents, subcontractors, or sub-Consultants, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, agents, subcontractors, or sub-Consultants are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. 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 the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent Consultant relationship created by this Agreement. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant to comply

with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Consultant under this Agreement as a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

- C. In the event that Consultant or any employee, agent, subcontractor, or sub-Consultant 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 the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subcontractors, or sub-Consultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.
- D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, subcontractors, and sub-Consultants 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 the City, including but not limited to eligibility to enroll in PERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

## **12. LEGAL RESPONSIBILITIES**

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 Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. The City and its officials, officers, employees, and agents, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

## **13. UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

**14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

**15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

- A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the City's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, subcontractors, or sub-Consultants, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.
- B. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, subcontractors, and/or sub-Consultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

**16. NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mail by the United States Postal Service, certified mail, postage prepaid, return

receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To the City:                   City of Lakewood  
5050 Clark Avenue  
Lakewood, CA 90712  
Attention: Director of Water Resources

To Consultant:

**17.    ASSIGNMENT**

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Before retaining or contracting with any subcontractor or sub-Consultant for any services under this Agreement, Consultant shall provide the City with the identity of the proposed subcontractor or sub-Consultant, a copy of the proposed written contract between Consultant and such subcontractor or sub-Consultant which shall include and indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subcontractor or sub-Consultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

**18.    LICENSES**

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

**19.    GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

**20.    ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of

this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**21. AMENDMENTS**

Any amendments to this Agreement must be in writing and executed by the parties hereto, or their respective successors and assigns, in order to be valid.

**22. ATTORNEYS' FEES**

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

**23. CONSTRUCTION**

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

**24. WAIVER**

The delay or failure of any 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.

**25. 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.

**26. COUNTERPARTS**

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 constitute one agreement.

**27. AUTHORITY TO EXECUTE THIS AGREEMENT**

The persons executing this Agreement on behalf of the parties warrant and represent that they have the authority to execute this Agreement on behalf of said parties and have the authority to bind the parties to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

CITY OF LAKEWOOD

\_\_\_\_\_  
Director of Water Resources

[If Consultant is a corporation, two signatures are required: Signature 1 – the Chairperson of the Board, the President, or any Vice President; Signature 2 – the secretary, any Assistant secretary, the Chief Financial Officer, or any Assistant Treasurer (Corp. Code § 313).]

CONSULTANT

\_\_\_\_\_

CONSULTANT

\_\_\_\_\_

Attachments:            Exhibit A            Consultant's Proposal  
                                 Exhibit B            Insurance Requirement

**EXHIBIT A**  
**CONSULTANT'S PROPOSAL**

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## EXHIBIT B

### INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of the City, and prior to commencement of Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and, in a form, satisfactory to the City. If the Consultant maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**General liability insurance.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

**Umbrella or excess liability insurance.** Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

## **Other provisions or requirements**

**Proof of insurance.** Consultant shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

**Duration of coverage.** Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, or Consultant's agents, representatives, employees, subcontractors, or sub-Consultants.

**Primary/noncontributing.** Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

**The City's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may immediately terminate this Agreement.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors or sub-Consultants.

**Enforcement of Agreement provisions (non estoppel).** Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

**Notice of cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass through clause.** Consultant agrees to ensure that its subcontractors or sub-Consultants, and any other party involved with the Services who is brought onto or involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with Consultants, subcontractors, sub-Consultants, and others engaged in the Services will be submitted to the City review.

**The City's right to revise specifications.** The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, the City and Consultant may

renegotiate Consultant's compensation or come to some other agreement to address the additional cost.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

**Timely notice of claims.** Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

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