



**Request for Proposals  
for  
Consulting Services  
for the  
Weingart Sr. Center Improvements Project**

**CITY OF LAKEWOOD  
PUBLIC WORKS**

**In Accordance with Federal and State Requirements  
Pursuant Title 2 of the Code of Federal Regulations (CFR) Part 200**

*May 15, 2025*

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## SECTION 1 - ADMINISTRATIVE INFORMATION

### A. Institution Contacts

For RFP related questions, please contact:

Name: Sam Chambers  
Title: Project Manager  
Phone: (562)866-9771, ext. 2505  
Email: [Schambers@lakewoodca.gov](mailto:Schambers@lakewoodca.gov)

### B. Attachments

Attachment A: Conflict of Interest Form  
Attachment B: Certification Regarding Lobbying  
Attachment C: Non-Collusion Declaration  
Attachment D: Sample Professional Services Agreement

### C. Due Date

Proposals must be submitted by 05/29/2025 at 5:30 PM.  
See "Instructions" in the Submission Requirements section of this document for details.

### D. Schedule of RFP Events

Request for Proposal Issued	05/15/2025
Proposals Due	05/29/2025
Possible Interviews with Short-List (30-minute)	Week of 06/09/2025
City Council Approval (tentative)	06/24/2025

## **SECTION 2 – INTRODUCTION**

### **A. Purpose**

The City of Lakewood ("City") Public Works Department is seeking qualified consultant firms (herein after referred to as "CONSULTANT") to assist the City's staff by providing consulting services during the construction of the Weingart Sr. Center Improvements Project. The project is a Federal and State Grant funded improvement project that is expected to put out to bid in summer of 2025, following a pre-qualification process to be led by CONSULTANT. In general, the CONSULTANT scope of services would be in the following categories during the construction of the project:

- A. Project Management;
- B. Construction Management and Inspection;
- C. Construction Material Testing and Inspection;
- D. Labor Compliance Services.

The purpose of this RFP is to obtain proposals from firms interested in working as the CONSULTANT with the City of Lakewood, Public Works Department on the Weingart Sr. Center Improvements project. In addition, the city is seeking to retain the services of additional consultants to provide the same services at another facility performing a similar function. Subject to City Council approval, the City also anticipates future additional building remodel and renovation projects of a similar nature and funding sources within the next three years. Specific consulting services for such additional projects are not included in the scope of services of this RFP. However, Proposals submitted in response to this RFP will be considered statements of qualification (SOQ) for these anticipated future similar projects and the City may utilize the SOQ for future work assignments.

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

This public works construction project is also funded in whole or in part with federal funds. Accordingly, federal labor standards provisions including prevailing wage requirements of the Davis-Bacon and Related Acts (DBRA) will be enforced. In the event of a conflict between Federal and State prevailing wage rates, the higher of the two will prevail. The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions apply to the Related Acts, under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

The CONSULTANT assures that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency in accordance with the requirements of Executive Order 12549 and 12689, 2 CFR Part 180.26.4.2

This is a federally-assisted construction project. Each CONSULTANT and all subconsultants are required to:

- a. Be registered in SAM before submitting its application;
- b. Provide a valid unique entity identifier (UEI) in its application; and
- c. Continue to maintain an active SAM registration with current information at all times during the Project duration. Failure to do so shall be just cause for annulment of the award.

This solicitation does not commit the City of Lakewood to pay any cost incurred in the preparation of a response. In addition, the proposal should be limited to 10 single sided pages not including attachments. The City of Lakewood reserves the right to withdraw this solicitation at any time for any reason. All firms preparing a proposal will be duly notified of any change in the status of this solicitation. The successful CONSULTANT shall file insurance coverage and provide indemnification provisions which contain hold harmless clauses in favor of the City as described in the Professional Services Agreement in Attachment "D".

## **B. Project Description**

The Weingart Sr. Center, located at 5220 Oliva Avenue, is the hub of activities and services for seniors living in the City of Lakewood. The purpose of the Weingart Sr. Center Improvements project is to provide infrastructure reinvestment and renewal due to the age and the condition of the facility. The project scope is inclusive of HVAC replacement, ADA accessible restroom improvements, interior improvements including new flooring, paint, ceiling, lighting, doors, window treatments, acoustical wall treatments, installation of hearing loops, interior signage and interior improvements for private offices and removal of an interior landscape planter. The project also includes exterior landscaping, exterior signage, ADA accessible parking, and path of travel improvements.

The project is funded by various federal and state agencies, inclusive of Community Development Block Grant (CDBG), CDBG-CV (CARES Act), Community Project Funding/Congressional Directed Spending (CPFCDs), the California Department of Parks and Recreation Office of Grants and Local Offices, and the California Department of Aging. The construction engineer's estimate is \$5.5 million and construction duration is approximately 12 months.

## **SECTION 3 – SCOPE OF SERVICES**

### **A. Requirements**

CONSULTANT personnel will provide assistance to and work under the direction of a City of Lakewood Public Works' representative. CONSULTANT is expected to establish and maintain a close working relationship with the City of Lakewood's staff throughout the project.

The CONSULTANT shall provide a Project Manager (single point of contact) to coordinate with the City of Lakewood. CONSULTANT'S Project Manager shall be accessible during normal working hours. If at any time the level of performance falls below expectations, the City may release a CONSULTANT'S employee and request another person be assigned as needed and shall be approved by the City prior to commencing any duties. CONSULTANT'S Project Manager shall be responsible for all matters related to the CONSULTANT'S personnel and operations, including but not limited to:

1. Assigning lead and supporting personnel to the project on an as-needed basis;
2. Administering personnel actions;

3. Submitting resumes containing the qualifications and experience of CONSULTANT'S personnel if required;
4. Responding to a variety of administrative requests from the City, i.e., billing questions, insurance renewals, etc.

## **B. Scope of Support Services**

**Construction Management** support duties may include but not be limited to:

- Review and understand the scope of work for the project including the plans, specifications, budget and cost estimates.
- Conduct a contractor pre-qualification process in accordance with California Department of Industrial Relations (DIR) regulations and all applicable funding requirements. Detailed information on DIR pre-qualification requirements can be found at: <https://www.dir.ca.gov/prequal.htm>
- Provide assistance to staff throughout the bidding and construction contract award process. This includes, but is not limited to, organizing and facilitating all required pre-bid meetings.
- Arrange and conduct pre-construction meetings, inviting general contractor and project stakeholders. Provide assistance in responding to all questions in a timely manner. Prepare minutes of pre-construction meeting for distribution to all attendees.
- Establish a records management system and maintain all records, ensure that reporting requirements are met for all funding sources, grant requirements and city files.
- Provide and maintain sufficient field personnel to administer and manage construction contract.
- Review the construction schedule, including activity sequences and duration, schedule of submittals and delivery schedule of long lead materials and equipment. Review contractor's update and revisions as may be required to reflect actual progress of work.
- Schedule and conduct progress meetings to discuss contract issues, procedures, progress, problems, change orders, submittals, request for information (RFIs), deficiencies and schedules. Prepare minutes of progress meetings for distribution to all attendees.
- Process and approve contractor's submittals for City staff and process project design consultant's review and approval.
- Process and track RFIs, submittals, shop drawings, proposed change orders and revisions.
- Review and evaluate proposed change orders. Review estimates for reasonableness and cost effectiveness and render recommendations to City.
- Maintain cost accounting records on authorized work performed under contract unit costs and additional work performed based on actual costs of time (labor) and materials (T&M).
- Review contractor submittals for extra or unforeseen work and coordinate the review by the design consultant in a timely manner in accordance with the requirements of project specifications.
- Review potential Construction Change Orders (CCO) for accuracy and provide recommendation(s) to the City Project Manager for proper course of action and processing of CCO's.
- Develop a reasonable cost control system, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. Identify

variances between actual and estimated costs and report such variances to City at regular intervals.

- Assist City staff in selecting consultants, using the City's qualifications-based selection process, to fulfill project professional services needs not otherwise in this scope of work.
- Assist City in coordinating services of other consultants (geotechnical, NPDES, materials testing, deputy inspection, special laboratory testing, etc.) that may be hired or selected for the project.
- Coordinate with project designer the contractor's requests for interpretation or clarification of meaning and intent of project plans and specifications.
- Establish and implement job safety procedures in compliance with CAL-OSHA requirements. Monitor contractor's compliance with established safety program, respond to deficiencies and hazards, and investigate and report on accidents.
- Track quantities of work completed for progress payments. Develop and implement procedures for review and processing of progress payment applications. Assist City with review and certification for payment.
- Establish procedures and monitor contractor compliance with federal and state prevailing wage regulations and requirements.
- Perform quality assurance reviews on a regular basis and recommend changes, as necessary.
- Comply with local, federal and state grant funding requirements. Assist City in preparing and processing reimbursements.
- Provide coordination with Public Works staff, other City departments, Los Angeles County (LAC) Building Department, other agencies, utilities, facility customers and community as required.
- Provide grant administration including coordination with the awarding agency; ensuring compliance with grant requirements; preparing interim and final reports; and participating in grant audits, if required.
- Maintain a complete project filing system.
- Prepare documentation required for invoicing.

#### Post-Construction Phase

- Evaluate completion of work and recommend to City when work is ready for final inspection.
- Conduct final inspection/walk through with City staff.
- Issue preliminary and final punch list, including schedule for punch list completion. Monitor and follow through with contractor until completion of all punch list items.
- Secure and transmit required guarantees, certifications, affidavits, leases, easement deeds, operating & maintenance manuals, warranties and other documents as stipulated in contract documents.
- Secure and provide accurate and detailed "As-Built" drawings for the project, AutoCAD format preferred.
- Secure and provide neat and orderly material sheets, inspection reports,
- Review and process contractor's request for final payment and release of retention.
- Deliver project files to City.

**Construction Inspection** support duties may include but not be limited to:

- Provide coordination with Public Works staff, other City departments, Los Angeles County (LAC) Building Department, other agencies, utilities, facility customers and community as required.
- Review plans, specifications, and other contract and construction-related documents. Become familiar with traffic control plans, construction schedules, construction sequences, and permit requirements from other agencies.
- Photograph, log and pre-work video prior, during, and after construction.
- Attend pre-construction meetings and present special concerns, if any.
- Interpret plans, specifications and regulations and ensure that contractors are following their contracts. Provide inspections to ensure projects are constructed according to project specifications.
- Direct and notify construction contractors about non-compliance and correct compliance problems as soon as they are discovered.
- Inspect and approve all phases of construction and improvement work to assure that the appropriate construction is completed in compliance with the plans, standards, specifications, special requirements, codes and regulations. Issue correction notices or approvals as required.
- Monitor the Contractor's obligations to request LAC Building Department inspections and monitor Contractor's compliance with issued corrective work requirements.
- Monitor the Contractor's attainment of an approved final inspection by the LAC Building Department and necessary City departments.
- Maintain daily diaries showing site and weather conditions; traffic control measures taken by contractors; labor, equipment and materials used; quantity of work performed; and major incidents/safety violations. Daily diaries shall be submitted to City upon project completion.
- Review construction progress schedules on a regular basis; verify schedules are on track with project milestones; identify deviations; and ensure that corrective actions are taken to bring projects back on schedule.
- Review and recommend approval of contractor progress payment requests, final payment request and release of retention request.
- Provide accurate measurements of work completed by contractors in accordance with contract documents.
- Review soil compaction and materials testing certifications of compliance (COC). Coordinate with City's Acceptance Testing (AT) and Independent Assurance Program (IAP) testing firms regarding quality of work completed.
- Ensure that contractors do not install materials without approved material testing certifications. Any failed tests shall be reported and direct contractor to take correction measures to achieve compliance.
- Monitor contractors' utility coordination to minimize utility conflict delays and potential need for utility relocations. Report potential conflicts to utilities, and advise them to relocate or remove conflicting utilities and report outcome to City.
- Attend progress meetings to communicate, coordinate and resolve any issues or problems that may arise at the job site. Prepare and submit to contractor a "Weekly Statement of Calendar/Working Days" report.
- Coordinate with contractor access to adjacent businesses/residents during construction. Coordinate mitigation of construction impacts with contractor, City and other agencies.
- Coordinate with design consultant and project managers on design issues encountered during construction. Work with staff and develop solutions to problems identified in the field.

- Check for proper use and placement of traffic control devices to assure compliance with the WATCH handbook or specific traffic control plan.
- Provide inspection of traffic control, channelization, and all other traffic-related work.
- Ensure conformance with plans, specifications, department regulations, applicable laws and codes.
- Observe construction safety, public safety and convenience, and report discovered problems to City.
- Monitor compliance with the City's National Pollutant Discharge Elimination System (NPDES) Permits and requirements. Monitor compliance with all other local, state, and federal laws and regulations.
- Monitor compliance with City's Construction Demolition and Recycling Ordinance.
- Maintain data for change orders and record information regarding time of dispute, time of notification by contractor, and action taken by inspector.
- Provide complete measurements and calculations to administer progress payments and make recommendations for payments.
- Prepare and transmit to contractor's correspondence related to construction management and inspection of projects. All correspondence sent to and received from contractors shall be copied and transmitted to City.
- Monitor Preliminary Notices of liens, Partial Releases of Claims with progress payments, Stop Notices, Release of Stop Notices and Full and Complete Release of Claims with Final Payment.
- Coordinate preparation and submittal of as-built plans to City upon project completion.
- Prepare preliminary and final punch list and follow through with contractor until completion.

**Labor Compliance** (as an optional service) support duties may include but not be limited to:

Complete understanding of Federal projects. Perform all interviews, check and documentation required on Federal projects including but not limited to the following:

- Attend any/all pre-bid and pre-construction meetings to present federal and state labor compliance requirements to construction contractor and subcontractors; prepare minutes and attendance record thereof.
- Review certified payroll records for worker classifications and completeness.
- Review certified payroll records to ensure employees are paid in accordance with the Davis-Bacon wage determination specific to that Project.
- Review Fringe Benefits Statement to ensure fringes are paid in case or to bona-fide fringe benefit plan.
- Gather documentation that apprentices and trainees are registered with Department of Labor (DOL) or an approved apprenticeship program.
- Review that the ratio of apprentices/trainees that are working on the Project are in accordance with ratios and paid the Davis-Bacon wage.
- Ensure payroll records indicate employees are paid weekly.
- Check for signed certification of Davis-Bacon compliance.
- Penalties/Sanctions - Alert the construction contractor to violations and/or labor compliance issues and take all necessary steps to resolve any such violations and/or compliance issues with the construction contractor.

- Conduct regular site visits and site interviews to monitor workforce utilization for labor compliance and DBE enforcement purposes.
- Document that site interviews were performed
- Follow up with contractor by telephone, email, and/or certified mail regarding document submittals and payroll discrepancies.

Ensure Davis-Bacon posters are on site in conspicuous places and protected from the weather.

## **SECTION 4 - SUBMISSION REQUIREMENTS**

### **A. Content**

1. **About your firm:** Provide firm name, address, contact, and number of years providing design, planning, and construction support services. Include synopsis of support services offered.
2. **Project team:** Include an organizational chart that depicts reporting responsibilities of proposed team members. Include resumes for each team member and list licenses.
3. **Project related experience:** Provide three detailed examples of projects ongoing or completed within the last three years that included similar scope of services. List minimum of three references and provide phone numbers of owner's representatives.
4. **Quality Assurance Program:** Submit quality assurance program for the areas/sub-disciplines for consideration of and any other information you deem pertinent.
5. **Fee Schedule:** In a separate, sealed envelope, provide a total proposed fee for the scope of work for the project, and include a schedule of hourly rates, including overtime rates for applicable personnel classifications as well as reimbursables. Include as an attachment; will not be counted as part of the 10 page limit.

### **B. Instructions**

The solicitation responses are to be prepared in the prescribed format and submitted electronically.

The City reserves the right to reject any or all submitted proposals, and no guarantee is made that any contract will be awarded pursuant to this Request for Proposals. All costs incurred in the preparation of the proposal and/or in the submission of additional information prior to the award of a written contract will be born by the CONSULTANT. All proposals submitted to the City of Lakewood shall become the property of the City.

**Please submit one (1) electronic copy stored on a USB memory device by 05/29/2025 at 5:30 PM to:**

**Sam Chambers**  
**Project Manager**  
[Schambers@lakewoodcity.org](mailto:Schambers@lakewoodcity.org)  
**5050 Clark Ave.**  
**Lakewood CA 90712**

Telephone or facsimile proposals will not be considered. Proposals received after the date of closing will not be considered. All questions relative to this RFQ must be submitted in writing or electronically to the individual listed in Section 1. A. no later than the date specified in Section 1.C.

## **SECTION 5 - EVALUATION CRITERIA**

The City of Lakewood will use the following criteria in evaluating proposals received in response to this RFP. The evaluation of proposals and the selection of the successful proposal will be based on the information provided by the CONSULTANT in its proposal, including, without limitation, responses to the CONSULTANT'S qualifications. Consideration may also be given to any additional information helpful to City of Lakewood. The City is not bound to accept the lowest priced proposal if that proposal is not the most advantageous to the City as determined solely by City of Lakewood. A Review Board, selected by the City, will evaluate the proposals received by the submittal deadline. The firms that demonstrate the best ability to meet the City's needs may be invited to interview if deemed necessary. The Review Board shall rank the CONSULTANT based on the scoring criteria listed below.

**Completeness of Proposal:** Any proposal that does not contain each element described in this RFP, fully completed, initialed or executed, as appropriate, may be judged incomplete and may not be considered further.

### **Scoring Criteria:**

- A. Ability of the CONSULTANT to perform competently and proficiently in disciplines for which it is being considered as outlined in the solicitation.
- B. Qualifications of the specific individuals to actually perform the work or lead the Team or firm and supervise the work product in a particular discipline.
- C. Amount and quality of time the key personnel will be actively involved or supervising the Team and approving the work product
- D. Experience: Demonstrated record of success by the CONSULTANT on work in the various sub-disciplines previously performed for Lakewood &/or other municipalities.

## **SECTION 6 - CONTRACT**

If the proposed total project fee is determined to be excessive, the City reserves the right to negotiate both scope of work and fees with the selected CONSULTANT.

The City does not guarantee, either expressly or by implication, that any work or services will be required under this Agreement.

Any increase in the scope of an assignment shall be approved in advance by the Public Works Director or her representative in writing. No fee adjustment will be allowed unless said prior written approval has been issued.

CONSULTANT will be required to sign the City's standard Professional Services Agreement, a copy of which is included in Attachment D. The City's insurance requirements are included in the standard agreement.

RESERVATIONS, ADDITIONAL. The City reserves the right to:

- Act as sole judge of the relative merits of the material mentioned in the proposals received.

- Issue a subsequent Request for Proposal or Addenda.
- Establish a short list of respondents eligible for interview after review of written proposals.
- Negotiate with any, all, or none of the respondents.
- Solicit best and final offers from all or some of the respondents.
- Award a contract to one or more respondents.
- Award more than one contract for each of the items.

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**CONFLICT OF INTEREST CERTIFICATION<sup>1</sup>**

RFP/RFQ PROCUREMENT NUMBERS (if applicable): \_\_\_\_\_

PROJECT NAME <sup>2</sup>: \_\_\_\_\_

APPLICABILITY: To be filled out by local agency consultants in management support role.

- I am an employee of a consultant under contract to the local agency that is responsible for the procuring and administering of one or more consultant contracts containing either Federal or State funds.
- I am in a management position with the local agency, my title is listed below and I have attached my duty statement and scope of work.
- I hereby certify as follows:
1. I recuse myself from all potential conflicts of interest.
  2. I will not directly or indirectly participate in, manage, or oversee any consultant selection procurement process in which the consulting firm of which I am employed is competing as a consultant or subconsultant.
  3. I will not directly or indirectly influence any employee, staff member, or other individual participating in any consultant selection procurement process in which the consulting firm of which I am employed is as a consultant or subconsultant.
  4. I will not directly or indirectly participate in, manage, or oversee any local agency contract that is with the consulting firm of which I am employed, regardless of whether the involvement of my employer in the contract is as a consultant or subconsultant. Among other things, this includes my not being involved in approving changes in the schedule, scope, deliverables or invoices.
  5. I understand that if I am involved in any local agency contract that is with the consulting firm of which I am employed, in violation of 1. or 2. above, that local agency contract will no longer be eligible for Federal or State reimbursement because of my involvement.
- I certify that I have read and understand my responsibilities per **2 CFR Part 200**.
- I fully understand that it is unlawful for a person to utilize any organization name (i.e. local agency) or auxiliary organization information, which is not a matter of public record, for personal gain.

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<sup>1</sup> Each consultant staff working in a management support role shall complete a separate form.

<sup>2</sup> For on-call contracts or contracts for multiple projects, indicate accordingly.

I have read and fully understand all of the above.

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

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

Title: \_\_\_\_\_

Consultant Firm/Sole Proprietor: \_\_\_\_\_

**REVIEWED BY PUBLIC WORKS DIRECTOR OR AUTHORIZED LOCAL AGENCY REPRESENTATIVE**

I have reviewed the foregoing "Conflict of Interest Certification" and will ensure:

- That the foregoing named local agency consultant who is under contract and in a management support role with our local agency, abides by the foregoing terms and conditions;
- That should the foregoing named local agency consultant, who is under contract and in a management support role with our local agency, violate any of the foregoing terms and conditions, the DOL and HUD will be notified and such violation will be considered a breach of ethics and could be a basis for ineligibility of State or Federal project funds.
- The procedures followed to procure and execute the contract, between the local agency and the consulting firm of which I am employed, comply with all federal and state requirements. Also this contract has a specific date from to. \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Department/Local Agency: \_\_\_\_\_

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**The undersigned states, to the best of his or her knowledge and belief, that:**

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\* CONTRACTOR/SUBCONTRACTOR

\* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix:  \* First Name:  Middle Name:

\* Last Name:  Suffix:

\* Title:

\* SIGNATURE:

\* DATE:

**NON-COLLUSION DECLARATION**

STATE OF CALIFORNIA )  
 )  
COUNTY OF LOS ANGELES )

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_ , the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that it has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_[date], at \_\_\_\_[City], \_\_\_\_[state].

Bidder's Name (Printed): \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_  
(Same Signature as on Proposal)

Bidder's Title: \_\_\_\_\_

**AGREEMENT  
FOR  
[TYPE OF] SERVICES**

THIS AGREEMENT, made and entered into on \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as "City," and [PROVIDER], sometimes hereinafter referred to as "[TITLE SUCH AS "[PROVIDER]]".

WITNESSETH:

WHEREAS, the City desires to retain the [PROVIDER] for [TYPE OF] services in connection with the work hereafter described; and

WHEREAS, the [PROVIDER] has the necessary skills and qualifications and licenses required by law to perform the [TYPE OF] services required under this Agreement in connection with said project; and

WHEREAS, the City Council at a regular meeting held on [DATE], authorized the Mayor and the City Clerk to enter into this Agreement; and

NOW, THEREFORE, it is hereby agreed by and between the parties that:

1. DEFINITIONS. As used in this Agreement, the following definitions shall be applicable:
  - A. [Provider]. [Provider] shall mean:
    - [Firm or Company Name]
    - [Address]
    - [City], CA [zip code]
    - Phone: (area code) [phone number]
    - Fax: (area code) [fax number]
    - E-Mail: [email address]
  - B. City. City shall mean the City of Lakewood, a municipal corporation, 5050 Clark Avenue, Lakewood, California, 90712.
  - C. City Council. City Council shall mean the City Council of the City of Lakewood.
  - D. Contractor. Contractor shall mean that person or persons awarded any contract by the City to perform the work designed by the [PROVIDER].
  - E. Services. Services shall mean the [TYPE OF] services to be performed by the [PROVIDER] pursuant to this Agreement.

- F. Work. Work shall mean the [EXAMPLE: installation, construction and development of projects] as assigned under “[TYPE OF SERVICE] Support Services” for which the [TYPE OF SERVICE] services are hereby authorized.

2. SCOPE OF SERVICES. [PROVIDER]. agrees to prepare and furnish the City, following written authorization from the City to proceed, those services as set forth in “[PROVIDER’S].” written proposal for specific projects as requested by the City.

Upon specific and separate authorization by the City, the [PROVIDER]. agrees to prepare plans and specifications and/or provide construction management for City projects, with scope of work and fee based on project-specific written proposals. Budgeted projects where the fee is less than \$50,000 may be authorized by the City Manager. Budgeted projects where the fee exceeds \$50,000 will require written approval by the City Council.

As applicable to the project-specific written proposal, [PROVIDER]. agrees to consult with the Director of Public Works at such reasonable times and places as may be necessary to accomplish the foregoing. In performing said services the [PROVIDER]. shall use, whenever possible, the standard specifications and forms, prepared and approved by the City for public works contracts. All drawings and specifications shall be adequate and sufficient for the City to solicit bids for the award of the contract for said work.

As applicable to the project-specific written proposal, upon approval of said drawings and specifications by the Director of Public Works, the [PROVIDER]. shall furnish suitable reproducible plans, details, and special and technical specifications for the City to incorporate with its bid and contract documents for the purpose of advertising for bids to construct the work. The ENGINEER shall subsequently make any necessary corrections to each set of drawings and specifications as required by any addenda, and incorporate any changes which may be authorized during construction to develop the "as-built" drawings. The [PROVIDER]. shall also prepare a list of qualified bidders and assist the City in the evaluation of the bids and the qualifications of the contractors being considered for award of contract.

As applicable to the project-specific written proposal, during the course of construction by the Contractor, the [PROVIDER]. shall provide consultation and interpretation of the plans and specifications, and shall review and approve any use of alternate equipment or materials, subject to approval by the Director of Public Works. The [PROVIDER]. shall review and approve detailed shop drawings accordingly.

As applicable to the project-specific written proposal, during the progress of the work, the ENGINEER shall make monthly estimates of the completed work and shall have the responsibility of certifying to progress payments on the construction contract. The [PROVIDER]. agrees to use reasonable diligence to protect the City against any defects and deficiency in the work of the Contractor, but it is expressly understood the [PROVIDER]. does not guarantee the performance of any contract by any contractor.

3. EXCLUSION FROM SCOPE OF SERVICES. It is agreed by and between the parties hereto that the services to be provided by the [PROVIDER] under this agreement do not include: any exclusions not listed in the project-specific proposal.

4. PAYMENT. The CITY agrees to pay [PROVIDER] for all services rendered under the Scope of Services. For and in consideration of the services performed by [PROVIDER], and when approved by the City, the City agrees to pay to [PROVIDER] on a time and material basis, at a rate determined by the Schedule attached, for services actually rendered. [PROVIDER] shall submit invoices to the Director of Public Works for approval prior to authorization of payment. The rates and fees set forth in this Agreement shall remain fixed during the fiscal year, which runs from July 1<sup>st</sup> through June 30<sup>th</sup>. At the beginning of each fiscal year, the rates may be adjusted based on the percentage change in the Consumer Price Index (CPI). The rate adjustments, if any, shall take effect on July 1<sup>st</sup> of each fiscal year, based on the most recent CPI data for the 12-month period prior to the date requested. The PROVIDER shall request to the City in writing an adjustment of rates no later than 30 days before the new fiscal year begins to request such adjustment. If the PROVIDER does not request an adjustment as specified, rates will remain in effect.

5. TIME FOR PERFORMANCE. It is understood and agreed by and between the parties hereto that time is of the essence. The [PROVIDER] agrees that he will diligently and reasonably pursue the performance of the services required by him by this agreement.

6. TERMINATION The City may terminate this Agreement at any time by giving the [PROVIDER] at least fifteen days prior written notice. In the event of termination, the City shall pay the [PROVIDER] the total value of the services of the [PROVIDER] to the final date of termination, computed in accordance with the terms and provisions of this Agreement, provided, however, that the same does not in any case exceed the maximum amount hereinbefore set forth for payment of consideration. Except as herein provided, this Agreement shall continue until the successful completion of the work and the acceptance of said work by the City.

7. CONFLICT OF INTEREST. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee,

officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of the recipient or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors.

8. DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS.

All Contractors and Subrecipients shall comply with the requirements set forth in 24 CFR part 5 and Executive Orders 12549 and 12689, prohibiting the use of debarred, suspended or ineligible contractors or subcontractors.

9. LOBBYING REGULATION. Neither Contractors nor Subrecipients may use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractors and subcontractors must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

10. MAINTENANCE OF RECORDS. In compliance with the regulations and authorities under 2 CFR 200 all Contractors and Subrecipients and applicable subcontractors shall maintain adequate invoices, receipts, job records and disbursement journals and such other records for the Project for a period of three years.

11. DRUG-FREE WORKPLACE ACT. All Contractors and Subrecipients shall comply with the Drug-Free Workplace Act of 1988 and HUD's implementing regulations at 24 CFR, Part 24, Subpart F, requiring provision of drug-free workplace.

12. ASSIGNMENT AND SUBCONTRACTING. Notwithstanding any provision of this Agreement to the contrary, [PROVIDER] shall not assign, subcontract or transfer any part or portion of this Agreement, or any responsibility hereunder, without the prior written consent of the City.

13. OWNERSHIP OF DOCUMENTS. It is further agreed by and between the parties hereto that the City shall have full, complete and absolute title to all preliminary plans, drawings, reports, cost estimates, schematic drawings, and other [PROVIDER] drawings and specifications prepared by the [PROVIDER] pursuant to this Agreement, regardless of the state of completion thereof. It is further agreed by and between the parties that the City may make full and complete use of said materials so prepared for the City as it desires, and within its own

discretion without any liability of any kind whatsoever to the [PROVIDER] other than payment of compensation as provided in this Agreement.

Originals of drawings, specifications, estimates, field notes and calculations prepared by the [PROVIDER] shall be and remain the property of the [PROVIDER] with the exception, however, that an electronic CAD file, an electronic PDF copy, and mylar base copy of specifications and drawings shall be provided the City, in which the City shall have full, complete and absolute title. The use by the City of the aforementioned documents, title to which is vested in the City pursuant to this paragraph, in any subsequent project in which the [PROVIDER] has not been retained, shall be at the sole risk and responsibility of the City, and the [PROVIDER] shall not be responsible to the City for any errors or omissions in respect to said materials.

14. INDEPENDENT CONTRACTOR. It is expressly understood and agreed that [PROVIDER] has been retained as an independent contractor as distinguished from an employee or agent of the City to perform the aforementioned services. [PROVIDER] acknowledges the independent contractual relationship and releases the City from any liability or obligation to make deductions or withhold for the compensation of any officer, agent or employee thereof, in respect to unemployment, income tax, disability, social security, health, pension or retirement benefits. It is expressly understood that no officer, agent or employee of [PROVIDER] shall have any City status or benefit, including health, retirement and workers' compensation benefits.

[PROVIDER] shall cover all its officers and employees where required by law with workers' compensation insurance or benefits. [PROVIDER] does hereby assume all risk to himself, his personnel, subcontractors and agents and employees thereof for personal injury or death, and all risk of property damage or loss to any property, wares, vehicles and materials from whatever sources and further releases the City, its officers and employees from any liability therefor.

[PROVIDER] certifies that he is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and he certified that he will comply with such provisions before commencing the performance of the work of this Agreement.

In the performance of this agreement, [PROVIDER] shall comply with all applicable provisions of the California Fair Employment Practices Act (California Labor Code Sections 410 et seq.) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e 217), whichever is more restrictive.

15. LIABILITY AND INDEMNIFICATION. [PROVIDER] shall indemnify the City, its officers, employees and consultants, from any claims, losses, damages, costs or expenses to the extent that such claims, losses, damages, costs or expenses arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the [PROVIDER], its employees, consultants, or agents.

The [PROVIDER] at all times during the term of this Agreement, shall maintain and keep in full force and effect, and deposit with the City, insurance or a Certificate of Insurance which

shall evidence the fact that the [PROVIDER] has in full force and effect a comprehensive personal injury and property damage policy protecting the [PROVIDER] and the City from liability in the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-: VI:

- Commercial general liability at least as broad as ISO CG 0001 (per occurrence) \$1,000,000; (general aggregate) \$2,000,000
- Commercial auto liability at least as broad as ISO CA 0001 (per accident) \$1,000,000.

Said policy shall contain a provision that the same cannot be canceled without at least thirty (30) days notice to the City thereof, unless canceled for non-payment, then ten (10) days notice shall be given and shall name the City as an additional insured.

- Worker's compensation - Statutory

Said policy shall contain a provision that the same cannot be canceled without at least thirty (30) days notice to the City thereof and shall name the City as an additional insured.

16. RESERVATION OF RIGHTS. Nothing in this Agreement shall be deemed to bind the City to any course of conduct other than its obligation hereunder to pay the [PROVIDER] for said services as rendered. It is understood that the City reserves the complete right within its discretion to reject all or any part of any design, plan, specification or recommendation made to it or submitted by said [PROVIDER], and in that regard the only responsibility of the City shall be to pay said [PROVIDER] for services as rendered. It is further understood that acceptance herein by the City of any design, plan or specification of the [PROVIDER] shall be for the purpose of compensating the [PROVIDER] only, and shall not be binding on the City as to any further course of action. The City reserves the complete right to authorize the completion and construction of any phase of the work, or to deviate from said construction plan in any degree, or to discharge the [PROVIDER] in accordance with the terms and provisions of this Agreement.

17. NOTICE. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail in an envelope bearing the proper amount of postage thereon, and addressed as follows:

**TO CITY:**

City of Lakewood  
5050 Clark Avenue  
P.O. Box 158  
Lakewood, California 90712

**TO [PROVIDER]:**

[Company Name]  
Company Address]  
[City], CA [Zip Code]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF LAKEWOOD

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

[PROVIDER]

By: \_\_\_\_\_  
[Provider Name]  
[Company Name]

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney