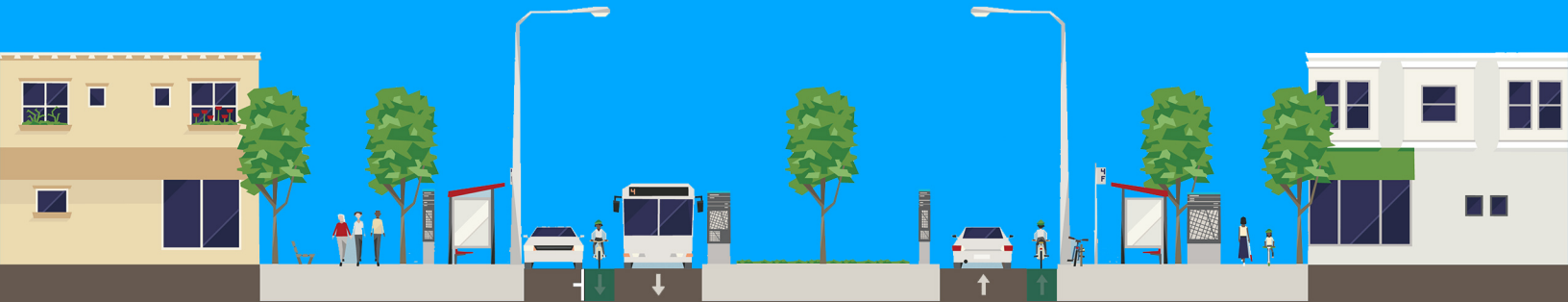


REQUEST FOR QUALIFICATIONS

City of West Hollywood: *Street Media Assessment*



DATE ISSUED: June 20, 2014
PROPOSALS DUE: July 17, 2014

SUBMIT TO: City Clerk
City of West Hollywood
8300 Santa Monica Blvd.
West Hollywood, CA 90069

REFER QUESTIONS TO: Francisco J. Contreras, AICP
City Manager's Department



City of West Hollywood
California 1984

REQUEST FOR QUALIFICATIONS

City of West Hollywood: *Street Media Assessment*



City of West Hollywood
California 1984

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Exhibits

- Exhibit A.** Sample Basic Contract
The contract is the City's standard contract for these goods and services and will be used as a result of this selection process. Any deviations from this contract should be clearly identified in the Proposal. Please note the City's mandatory Living Wage and Equal Benefits clauses.

REQUEST FOR QUALIFICATIONS

City of West Hollywood: *Street Media Assessment*



City of West Hollywood
California 1984

1. INTRODUCTION AND SCHEDULE

1.1 Purpose of RFQ

The City of West Hollywood ("City") seeks to retain the services of a highly qualified Consulting Firm ("Consultant") experienced in successfully managing and completing a multifaceted study related to signage and public assets with the public right-of-way and public facilities (parks, parking structures, etc.) including an analysis of revenue-generating potential from all of these assets.

The Consultant selected to assist the City will develop a Street Media Assessment to provide the City with alternatives on how to integrate existing and new street media assets with the new and existing technology systems. The City is looking for a Consultant who can recommend technology and bring diverse needs together to formulate an overall organizational strategy and implementation plan. A comprehensive evaluation of the economic, urban design, land use, and technological aspects of street media will allow the City to elevate the experience, image, and potential of the cityscape and to better address new emerging technologies in the public right-of-way, help enhance the branding of the City, provide information to residents and tourist, and increase potential revenue sources.

1.2 RFQ Schedule

The following dates represent the City's best estimate of the RFQ schedule that will be followed.

RFQ SCHEDULE AND DEADLINES	DATE
RFQ Issued by the City	June 20, 2014
Proposal due date (5:00 p.m. PST)	July 17, 2014
City completes screening process, proposal and pricing evaluations	July 31, 2014
Finalist selected	August 4, 2014
Awarding of contract and contract signing	August 2014
Contract start date	August 2014

The City reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the RFQ Schedule will be provided to all Consultants that submitted a Letter of Intent to Propose.

1.3 Implementation Timeline

The City anticipates having the Consultant begin work in August 2014, with submittal of final deliverables from the scope of work to the City occurring by January 2015. Proposals containing earlier completion of the Consultant's work are acceptable and encouraged. The City reserves the right to accept proposals that fall outside of this estimated length of implementation.

1.4 Project Manager

All communications concerning this RFQ must be submitted in email to the Project Manager identified below. The Project Manager will be the sole point of contact for this RFQ.

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City of West Hollywood: *Street Media Assessment*



City of West Hollywood
California 1984

Project Manager

Francisco J. Contreras, AICP

Inovations Liaison
City of West Hollywood
8300 Santa Monica Blvd
West Hollywood, CA 90069
fcontreras@weho.org

Contact with anyone else in the City is expressly forbidden and may result in disqualification of the Consultant's bid. The City has assigned the following identification that must be referenced in all communications: "RFQ: Street Media Assessment".

1.5 Questions or Clarifications Pertaining to the RFQ

It shall be the Consultant's responsibility to ask questions, request changes or clarifications, or otherwise advise the Project Manager if any language, specifications or requirements of the RFQ appear to be ambiguous or contradictory.

Every attempt shall be made to ensure that the Consultant receives an adequate and prompt response. Questions and requests for clarification regarding this RFQ must be directed in writing, via email, to the Project Manager by July 10, 2014. Therefore, Consultants are advised that any questions received after that date may not be answered. Consultants should not assume that electronic communications have been received unless confirmation of receipt has been sent.

2. WEST HOLLYWOOD OVERVIEW AND CURRENT ENVIRONMENT

This information is provided to assist Consultants in responding to this RFQ.

2.1 City Overview

The City of West Hollywood, known as the "Creative City," is a city of 34,000 people and approximately 25,000 residential units located in a 1.9 square mile area set in the heart of Los Angeles. Officially founded in 1984 as the 84th city in Los Angeles County, West Hollywood is a young, vibrant community with a colorful and entertaining past: it's where rock & roll meets fashion, art merges with lifestyle and everyone is free to be different.

West Hollywood is a place that's proud to stand out. The progressive spirit and creativity of the people who live, work and play here has put West Hollywood at the leading edge of culture, entertainment and design. Sixty percent (60%) of adults are college-educated, and 54% are employed in managerial and professional occupations. Approximately 35% of the City's residents are gay or lesbian, 10% are Russian-speaking immigrants, and close to 20% are senior citizens.

The City is home to the world famous Sunset Strip and hosts the annual Halloween Carnival in October, and the Christopher Street West Gay, Lesbian and Transgender Pride Parade and Festival in June, as well as dozens of visitor attractions that include a wide variety of restaurants and entertainment venues that cater to local residents, visitors and tourists.



The City's main industries are hospitality (hotels, restaurants, and nightclubs), entertainment (production, post-production and related uses) and arts and design (furniture and art galleries). Its thriving retail community includes some of the region's most well-known restaurants, hotels, and shops, including House of Blues, the Comedy Store, Mondrian and Sunset Marquis hotels, as well as the Sunset Plaza shopping district.

West Hollywood's dynamic business community is a reflection of the City's artistic richness and support of idealism and creativity. The City is the center of the fashion, design, and entertainment industries, and home to the Pacific Design Center and the Avenues of Art and Design. A business friendly community, it has one of the lowest business tax rates in the Los Angeles region, and the lowest rate of cities on the Westside.

West Hollywood is also known for its progressive public policies and sensitivity to civil and human rights issues. Extensive support programs for seniors, residents living with HIV and/or AIDS, and local youth are administered through the City. Since incorporation, the City has spent roughly \$50 million on social services programs, and spends an estimated \$1.7 million annually on various social-service related transportation programs.

2.2 Existing Street Media Environment

The City does not have a comprehensive street media strategy. Various departments are responsible for various public assets within the public right-of-way and in public facilities. There is no formal city-wide organized approach to street media. This can lead to a somewhat disconnected approach in the development and design of the City's streetscapes and urban experience. The potential exists for departments to work in isolation leading to the development of incompatible programmatic elements or incongruous street furnishing and signage.

The Consultant selected to assist the City will develop a Street Media Assessment to provide the City with alternatives on how to integrate existing and new street media assets with the new and existing technology systems. The City is looking for a Consultant who can recommend technology and bring diverse needs together to formulate an overall organizational strategy and implementation plan.

3. SCOPE OF WORK

The City of West Hollywood is seeking qualified consultants with demonstrated experience in developing and implementing successful Street Media Assessments and related consulting services. The successful Consultant will be expected to enter into a not-to-exceed Contract with the City (reference Exhibit A – Sample Basic Contract). The City recognizes that Consultants will approach this type of work in a variety of ways and the City will entertain various alternatives.

At a minimum, the Assessment will consider the following project components:



- ✓ The City seeks to improve and enhance the use of its right-of-way for pedestrians with the installation of bus shelters, trash receptacles, benches, news rack enclosures, information kiosks and similar street furniture. With the introduction of new mobile and media technology, street furniture is evolving into something more than just standalone street fixtures. Few cities have a holistic strategy for their street furniture and public right-of-way assets. This is a missed opportunity since a robust street furniture program can enhance the branding of the city, provide information to residents, provide wayfinding for tourists, and generate new revenue for the city.
- ✓ The City's existing exclusive license contract with CBS/JCDecaux to fabricate, install and maintain street furniture within the City's right-of-way and to retain certain advertising revenue associated therewith was initiated in 2005 and expires in July 2015. Since 2005, new opportunities in advertising and signage within the public right-of-way have emerged including programs that include other furniture types that feature advertising. Bike share, electric vehicle stations, digital advert recycle cans, digital bus shelter signage, digital street banner signs, etc., are but just a few examples of the technologies that were not anticipated in 2005 but need to be evaluated as we move forward with a new street furniture/public right-of-way/media revenue-generating strategy. This landscape of city assets within the public right-of-way, is what we are considering the "street media" environment.
- ✓ A comprehensive evaluation of the economic, urban design, land use, and technological aspects of street media will allow the City to elevate the experience, image, and potential of the cityscape and to better address new emerging technologies in the public right-of-way, help enhance the branding of the City, provide information to residents and tourist, and increase potential revenue sources.
- ✓ The potential revenue sources that should be explored in the study include:
 - "Out-of-home" media revenues that include traditional advertising such as billboards at public facilities, transit posters, etc.
 - Sponsorships, including long-term deals
 - Naming rights
 - Contribution of products and services
 - Customer engagement as a key to maximizing revenue
- ✓ The goals and benefits of this study are numerous:
 - Create a revenue generation model and economic benefits
 - Create valuable content/data repository
 - Provide powerful maintenance management tools
 - Promote and reinforce city identity
 - Integrate web and mobile applications
 - Stimulate local economy
 - Integrate maps
 - Provide educational, cultural, and historical information
 - Establish an expansive and sustainable model





City of West Hollywood: *Street Media Assessment*

- Promote local events
- Encourage tourism and physical activity
- Link all transit modes in real time

- ✓ In addition, the Assessment shall investigate opportunities for citywide branding, signage, and wayfinding, including opportunities for gateway markers/signage at key entryways into the City.

3.1 Deliverables

Deliverables shall be considered those tangibles and resulting work products which are to be delivered to the City, such as draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings and reports. Deliverables shall be in an editable format such as MS Word, Excel, PowerPoint, or Visio. Documents within documents shall also be in an editable format as mentioned in the previous statement.

Consultant shall construct the Deliverables in the best and easiest way, based on their Product. However, the City will review Deliverables separately and in total, to affirm the total Deliverables meet the minimum components as described in the required services. All deliverables and resulting work Products from this contract will become the property of the City of West Hollywood. The City recognizes that Consultants will approach this type of work in a variety of ways and the City will entertain various alternatives.

At a minimum the deliverables for this Project shall include:

- Draft Street Media Analysis Document:
 - Needs Analysis
 - Conceptual Street Media Strategy
 - Pro-forma for advertising/sponsorship signage system
 - Minutes from meetings
- Executive Summary
- Throughout the entire implementation process, the Consultant must provide on-site regular status updates and reports to include:
 - One on-site Kick-Off meeting with Project Team
 - Weekly written Status Reports to Project Manager
 - Monthly written Status Reports to Street Media Team with review and distribution by the Project Manager.

Final Street Media Assessment Report. One hard copy and one electronic copy in MS Word and/or PDF for distribution to the Project Team.

Project Implementation Schedule

- A specific schedule for development of the Street Media Strategic Plan with measurable outcomes and critical paths identified.



3.2 Work Performed by the City

The City has assigned a Project Manager who will oversee the work and provide support as needed; this Project Manager shall be the primary and first point of contact for the Consultant, from initial conversations through all phases of the Project. The Project Manager will provide project support including, but not limited to, organization of meetings with departmental and technical staff, performing requirements gathering, and development of specifications and documentation.

Specific duties the City will perform include:

- A. The Street Media Project Team (Community Development Director, Public Information Manager, Long Range & Mobility Planning Manager, and Project Manager) will be available during regular business hours to meet with, and provide information requested by, the Consultant.
- B. Providing communication to various departments, the Street Media Project Team, and individuals on the status of this Project.

4. PROPOSAL SUBMISSION

4.1 Proposals Due by July 17, 2014

By submitting a Proposal, the Consultant agrees to provide all services specified within the RFQ pursuant to all requirements and specifications contained herein.

Sealed Proposals must be received no later than July 17, 2014 at 5:00 P.M. (PST). The package should be clearly labelled:

RFQ: Street Media Assessment
Name of Consultant
Consultant's Address
Consultant's Contact Person
Consultant's Telephone Number

Proposals received after the scheduled closing time for filing will be returned to the Consultant unopened. Postmarks will not be accepted as proof of receipt. No faxed or emailed proposals will be accepted.



City of West Hollywood: *Street Media Assessment*

The RFQ must be submitted to:

City Clerk
City of West Hollywood
8300 Santa Monica Boulevard
West Hollywood, CA 90069
Attn: Francisco Contreras, Innovations Liaison

4.2 Proposal Page Limit

Proposals must be clear, succinct and not exceed twenty (20) pages, excluding optional communications material (see Section 4.6 below). Consultants who submit more than the pages indicated may not have the additional pages of the Proposal read or considered.

For purposes of review and in the interest of the City's sustainable business practices, the City encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable. Firms are encouraged to print/copy on both sides of a single sheet of paper wherever applicable (if sheets are printed on both sides, it is considered to be two pages). Color is acceptable, but content should not be lost by black-and- white printing or copying.

All submittals will be evaluated on the completeness and quality of the content. Only those firms providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

4.3 Proposal Submission

For purposes of this Proposal submission, the Consultant shall submit:

- One (1) complete original printed and signed copy
- One (1) electronic copy in Adobe PDF file format, submitted on a CD or USB flash drive

4.4 Proposal Organization

The Consultant must provide all information as requested in this RFQ. Responses must follow the format outlined in this RFQ. Additional materials in other formats or pages beyond the stated page limit may not be considered. The City may reject as non-responsive at its sole discretion any Proposal or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner:

1. PROPOSAL ORGANIZATION

An overall introduction to the proposal is required, including a statement of the Consultant's understanding of the needs of the City in an executive summary format. The Cover Letter must state the name of the person(s) authorized to represent the Consultant in any negotiations, the name(s) of the person(s) authorized to sign any contract that may result, the contact person's name, mailing or street addresses, phone and fax numbers and email addresses. A legal representative of the successful firm, authorized to bind the firm in contractual matters must sign the Cover Letter and the Proposal response. The letter may also briefly set forth any particular information the Consultant wishes to bring to the City's attention and if any information contained in the response should be considered proprietary.



2. EXECUTIVE SUMMARY

Consultants must include an Executive Summary. This part of the response to the RFQ should be limited to a brief narrative highlighting the Consultant's proposal. The summary should contain as little technical jargon as possible and should be oriented toward nontechnical personnel. Please include any benefits your company has over your competitors.

3. COMPANY BACKGROUND

Consultant must provide their response to the following statements and questions in this section of their proposal.

1. Name of company.
2. Name of parent company if applicable.
3. Company website address.
4. Number of years company has been in business.
5. How many employees are in your company?
6. How many employees are available to work on this project?
7. Consultant's experience in providing comparable services to other organizations.



4. UNDERSTANDING OF SCOPE OF PROJECT AND REQUIRED SERVICES

Consultants must include a statement of their understanding of the requested project scope. Such understanding shall represent the Consultant's expert knowledge of the functions, methods, and problems related to providing effective products and/or services as described in this RFQ.

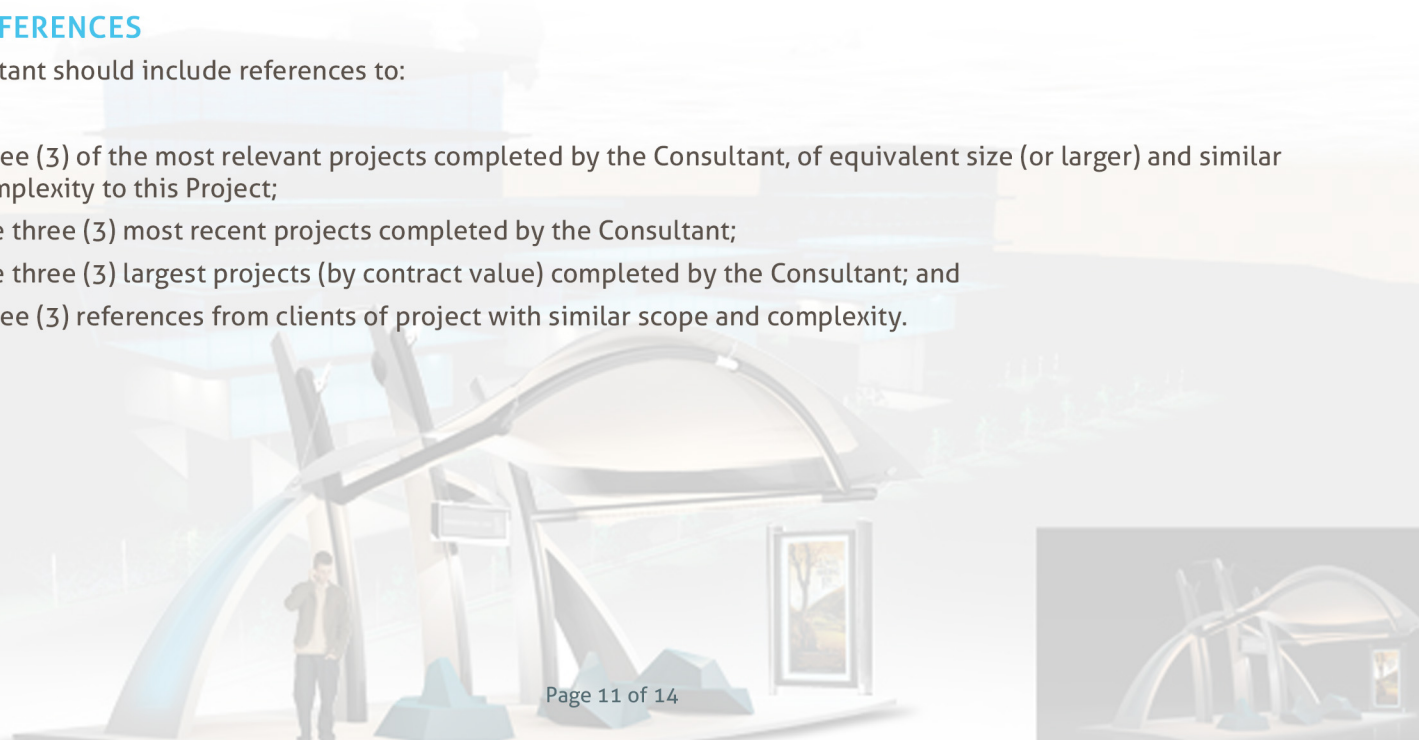
5. PROPOSED PROFESSIONAL SERVICES

Propose and describe in detail the professional services that will be provided as requested in Section 3 (Scope of Work) of this Request for Proposal.

6. REFERENCES

Consultant should include references to:

- Three (3) of the most relevant projects completed by the Consultant, of equivalent size (or larger) and similar complexity to this Project;
- The three (3) most recent projects completed by the Consultant;
- The three (3) largest projects (by contract value) completed by the Consultant; and
- Three (3) references from clients of project with similar scope and complexity.





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A single project may fit into one or more of these reference categories. Please include the following information for each reference:

1. Contact Name
2. Contact Title
3. Address
4. Phone Number
5. Email address
6. Location/Jurisdiction
7. Project Name
8. Project Description
9. Project Dates
10. Client's Project Contract Number
11. Project Contract Value (initial and current or ending value)

7. [OPTIONAL] COMMUNICATIONS MATERIALS

Consultant may include, if desired, communications materials, including newsletters, brochures, posters, and websites for review of Products, tools and services available. Supporting material may include references and case studies, and may include other information pertinent to the Proposal, such as reports and analysis of an implementation of their proposed solution. This material will not count towards the proposal page limit.

4.5 Cancellation

The City of West Hollywood reserves the right to modify, revise or cancel this RFQ. Receipt and evaluation of Proposals or the completion of interviews do not obligate the City to award a contract.

4.6 Acceptance or Rejection of Proposals

After review of the responses, a firm will be selected to submit a proposal and enter negotiations. The qualifications, proposal and negotiations will be conducted by the Project Team.

The City may reject any or all responses.

The City reserves the right to reject any and all proposals when such rejection is in the best interest of the City or the proposal contains major irregularities. Minor irregularities of the proposal may be waived by the City. The City also reserves the right to cancel this RFQ at any time and/or to solicit and re-advertise for other proposals. The cost of preparing any responses to the RFQ shall be borne by the respondents and shall not be reimbursed by the City.

4.7 Universal Access and Non-Discrimination in Employment

The City of West Hollywood has a long history of commitment to providing accessible programs and services to all citizens. In connection with the performance of this project, the selected Consultant, firm or team agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, color, religion, national origin, gender, gender variance, age, military status, sexual orientation, marital status, or physical or mental disability; and the Consultant, firm or team further agrees to insert the foregoing provision in all subcontracts hereunder.



4.8 Sample Basic Contract

It is important for Consultants to review Exhibit A (Sample Basic Contract) in this RFQ. The contract is the City's standard contract for these goods and services and will be used as a result of this selection process. Any deviations from this contract should be clearly identified in the Proposal. Please note the City's mandatory Living Wage and Equal Benefits clauses.

4.9 Verification of Information

Proposers are hereby notified that the City will rely on accuracy and completeness of all information provided in making its selection. Proposers are urged to carefully review all information provided to ensure, clarity, accuracy, and completeness of such information. As the City deems necessary and appropriate in its sole discretion, the City reserves the right to make any inquiries or other follow-up required to verify the information provided.



4.10 Communications Regarding the Request for Qualifications

If a Proposer is in doubt as to the true meaning or intent of any part of the Request for Qualifications or discovers discrepancies in, or omissions from, the RFQ she/he may submit a written request via mail or electronic mail for an interpretation or a correction thereof to the Project Manager.

4.11 Non-Commitment of City

This Request for Qualifications does not commit the City to proceed to the proposal phase or award a Contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in entirety the Request for Qualifications if it is in the best interest of the City to do so.

4.12 Confidentiality

Prior to award of the Contract, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the Contract, or if not awarded, after rejection of all proposals, all responses will be regarded as public records and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

4.13 Ownership of Reports and Data

The originals of all studies, reports, exhibits, documents data and/or other work / material(s) prepared and/or used to comply with any section/condition of this RFQ, plus any copies of same required by the Contract to be furnished to the City, shall be deemed to be public records which shall be open to inspection by the public and as such shall become and remain the property of the City.



5. PROPOSAL EVALUATION AND SELECTION

5.1 Evaluation Criteria

Each Proposal shall be evaluated on the following evaluation criteria, weighting, and maximum points, as follows:

CRITERIA	MAXIMUM SCORE
Cover Letter	0
Consultant's Capabilities	50
Project Team	30
Project Approach and Understanding	20
Total	100

5.2 Proposal Review

The Project Team will evaluate the Proposals received. For the purpose of scoring Proposals each of the Project Team members will evaluate each Proposal based upon the criteria listed above. The Project Team may seek outside expertise, including but not limited to technical advisors. The City has the right to reject any or all Proposals for good cause, in the public interest.

5.3 Clarifying Proposal during Evaluation Period

During the evaluation process, the City has the right to require any clarification or change it needs in order to understand the Consultant's view and approach to the Project and scope of the work. Any changes to the Proposal will be made before executing the contract and will become part of the final Consultant contract.

AGREEMENT FOR SERVICES

Design Professionals

This Agreement is made on this _____ day of _____, 20_____, at West Hollywood, California, by and between the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and Consultant's Name/Address (hereinafter referred to as the "CONSULTANT").

RECITALS

- A. The CITY proposes to contract for professional services as outlined below;
- B. The CONSULTANT is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;
- C. NOW, THEREFORE, the CITY and the CONSULTANT, mutually agree as follows:

- 1. **SERVICES.** The CONSULTANT shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.
- 2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on _____, 20____ unless extended in writing in advance by both parties.
- 3. **TIME OF PERFORMANCE.** The services of the CONSULTANT are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
- 4. **PAYMENT FOR SERVICES.** The CONSULTANT shall be compensated in an amount not to exceed \$_____ for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONSULTANT shall be paid within thirty (30) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONSULTANT shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.
- 5. **CONTRACT ADMINISTRATION.**
 - 5.1. **The CITY's Representative.** Unless otherwise designated in writing, _____ shall serve as the CITY's representative for the administration of the project. All activities performed by the CONSULTANT shall be coordinated with this person.

- 5.2. **Manager-in-Charge.** For the CONSULTANT, _____ shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONSULTANT. The Manager-in-Charge shall not be replaced without the written consent of the CITY.
- 5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONSULTANT upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONSULTANT as necessary to facilitate performance of the services.
- 5.4. **Personnel.** The CONSULTANT represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONSULTANT reserves the right to determine the assignment of its own employees to the performance of the CONSULTANT's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONSULTANT to exclude any employee from performing services on the CITY's premises.

6. TERMINATION.

- 6.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONSULTANT shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.
- 6.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONSULTANT to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONSULTANT shall be responsible for any additional costs incurred by the CITY in securing the services from another consultant.

7. **INDEMNIFICATION.** CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT to the degree determined by agreement of the parties or in a final and non-appealable judgment to be proportionate to its liability. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been CONSULTANT's allocated share of liability. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
8. **INSURANCE REQUIREMENTS.** Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.
- 8.1. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
- 8.1.1. **Workers' Compensation Coverage.** The CONSULTANT shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONSULTANT shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least

thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONSULTANT for City.

This provision shall not apply if the CONSULTANT has no employees performing work under this Agreement. If the CONSULTANT has no employees for the purposes of this Agreement, the CONSULTANT shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

- 8.1.2. **General Liability Coverage.** Using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.
- 8.1.3. **Automobile Liability Coverage.** The CONSULTANT shall maintain Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$300,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.
- 8.1.4. **Professional Liability Coverage.** The CONSULTANT shall maintain Professional Liability or Errors and Omissions Insurance as appropriate and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.
- 8.1.5. **Excess or Umbrella Liability Insurance (Over Primary)** if used to meet limit requirements, shall provide coverage at least

as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

- 8.2. **Endorsements.** Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII. Consultant and City agree to the following with respect to insurance provided by Consultant:
- 8.2.1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.
 - 8.2.2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
 - 8.2.3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

- 8.2.4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.
- 8.2.5. No liability policy shall contain any provision or definition that would serve to eliminate so-called “third party action over” claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
- 8.2.6. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days’ written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days’ written notice shall be provided.
- 8.2.7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant’s general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.
- 8.2.8. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
- 8.2.9. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage 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 subcontractors and others engaged in the project will be submitted to City for review.

- 8.2.10. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
- 8.2.11. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
- 8.2.12. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
- 8.2.13. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
- 8.2.14. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
- 8.2.15. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications

applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

- 8.2.16. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
- 8.2.17. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. 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 limiting or all-inclusive.
- 8.2.18. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
- 8.2.19. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
- 8.2.20. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
- 8.2.21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

8.2.22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONSULTANT. Assignments of any or all rights, duties, or obligations of the CONSULTANT under this Agreement will be permitted only with the express consent of the CITY. The CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONSULTANT shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
10. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONSULTANT shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 10.1. **Taxes.** The CONSULTANT agrees to pay all required taxes on amounts paid to the CONSULTANT under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONSULTANT and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONSULTANT, then the CONSULTANT agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
- 10.2. **Workers' Compensation Law.** The CONSULTANT shall fully comply with the workers' compensation law regarding the CONSULTANT and the CONSULTANT's employees. The CONSULTANT further agrees to indemnify and hold the CITY harmless from any failure of the CONSULTANT to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONSULTANT under this Agreement any

amount due to the CITY from the CONSULTANT as a result of the CONSULTANT's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

- 10.3. **Licenses.** The CONSULTANT represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONSULTANT to practice its profession. The CONSULTANT represents and warrants to the CITY that the CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONSULTANT to practice its profession. The CONSULTANT shall maintain a City of West Hollywood business license, if required under CITY ordinance.
11. **CONFLICT OF INTEREST.** The CONSULTANT confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONSULTANT shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONSULTANT represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
13. **LIVING WAGE ORDINANCE.** The CONSULTANT shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONSULTANT shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.

14. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONSULTANT shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONSULTANT shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of consultant's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.
15. **RESTRICTIONS: Arab League Boycott of Israel.** The CONSULTANT hereby affirms it does not honor the Arab League Boycott of Israel.
16. **RECORDS AND AUDITS.** The CONSULTANT shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONSULTANT for a period of three years after the expiration of this Agreement.
17. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONSULTANT, except the CONSULTANT's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONSULTANT, but any re-use of such documents by the CITY on any other project without prior written consent of the CONSULTANT shall be at the sole risk of the CITY. The CONSULTANT shall at its sole expense provide all such documents to the CITY upon request.
18. **PROMOTION.** The CONSULTANT shall have the right to include representations of the design of the project, including photographs of the exterior and interior, among the CONSULTANT's promotional and professional materials after authorization in writing by the CITY. The CONSULTANT's materials shall not include the CITY's confidential or proprietary information if the CITY has previously advised the CONSULTANT in writing of the specific information considered by the CITY to be confidential or proprietary. The CITY shall provide professional credit for the CONSULTANT on the construction sign and in the promotional materials for the project.
19. **INDEPENDENT CONTRACTOR.** The CONSULTANT is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees or agents, except as herein set forth. The CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or

employees of the CITY. The CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.

20. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY OF WEST HOLLYWOOD
8300 Santa Monica Boulevard
West Hollywood, CA 90069-6216

Attention: _____

CONSULTANT:

Attention: _____

21. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
22. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
23. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
24. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become

binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

25. **AUTHORITY TO ENTER AGREEMENT.** The CONSULTANT has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the _____ day of _____, 20____.

CONSULTANT: Company Name

Name of Authorized Signer, Title

CITY OF WEST HOLLYWOOD:

Department Director

Paul Arevalo, City Manager

ATTEST:

Yvonne Quarker, City Clerk

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

Exhibit A

Scope of Services:

Time of Performance:

Special Payment Terms:

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

Exhibit B

**Certificate of Exemption from
Workers' Compensation Insurance**

TO: City of West Hollywood

SUBJECT: Sole Proprietor/Partnership/Closely Held Corporation with No Employees

Please let this memorandum notify the City of West Hollywood that I am a

- sole proprietor
- partnership
- nonprofit organization
- closely held corporation

and do not have any employees whose employment requires me to carry workers' compensation insurance. Therefore, I do not carry worker's compensation insurance coverage.

Consultant Signature _____

Printed Name of Consultant _____

Date _____