



City of West Hollywood

REQUEST FOR PROPOSALS (RFP)

Consultant Services for Eastside Community Plan

Key Dates:

RFP Released: Tuesday, September 16, 2014

Questions related to RFP Due: Monday, October 3, 2014 by 5pm

Proposals Due: Monday, October 20, 2014 by 5pm

Project Manager:

Bianca Siegl

Senior Planner

Long Range & Mobility Planning Division

City of West Hollywood

8300 Santa Monica Blvd

West Hollywood, CA 90069

email: bsiegl@weho.org

project website: www.wehoeastside.com

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1. Project Purpose and Context

Project Description

The City of West Hollywood invites qualified Consultant Teams to respond to a Request for Proposals (RFP) for the **Eastside Community Plan**. The City desires a Consultant Team with expertise in key topic areas, described below, and with demonstrated experience collaborating with municipalities and community groups on innovative community planning and visioning projects. The Eastside Community Plan will establish a vision for the eastern end of West Hollywood (between Hayworth Avenue and La Brea Avenue) and develop a set of implementation items to improve the project area. An innovative community engagement program is a critical component of this project.

The City Council appointed a 15-member Eastside Working Group in February, 2014. The Working Group is largely comprised of residents (tenants and property owners), and includes representatives of social service agencies as well as business owners. The Working Group is tasked with leading development of the Community Plan to address the most pressing issues and concerns for the Eastside, as recommended by the City's former Eastside Task Force (2013). The City Council further directed that the Working Group should participate in development of the scope of work for the Community Plan. The Working Group has been meeting since April to discuss existing conditions, review background information, and develop a list of topics to be considered in the Community Plan.

The planning process will be an inter-disciplinary effort, focusing on key topics identified by the Eastside Working Group. In order of priority, these are: Economic Development, Mobility, Urban Design/Community Character, Public Spaces, and Housing. Additional topics likely to be addressed in the Community Plan include public events, sustainability, public safety, and community services. **The approach and content for the Community Plan will be guided by the Eastside Working Group Community Plan Topic Recommendations Memo, posted on www.wehoeastside.com.** The Consultant Team should refer to this Memo when preparing the proposal.

Purpose:

The Community Plan will provide a foundation for ongoing collaboration between the City and community in addressing issues and opportunities specific to the Eastside neighborhood. The Community Plan is intended to be action-oriented, and implemented incrementally; recommendations in the Plan will be used by the City to inform the budget process, and should assign implementation responsibility to City departments and include an estimate of costs. It is anticipated that the list of priority implementation items in the Plan will be updated by the Working Group annually following adoption.

The project approach is highly participatory, with the goal of developing a community-generated plan with broad stakeholder support. This will involve resolving competing expectations and interests and finding commonalities as much as possible.

The project will be managed by the Long Range and Mobility Planning Division of the Community Development Department. An interdepartmental staff working group will provide additional input. The

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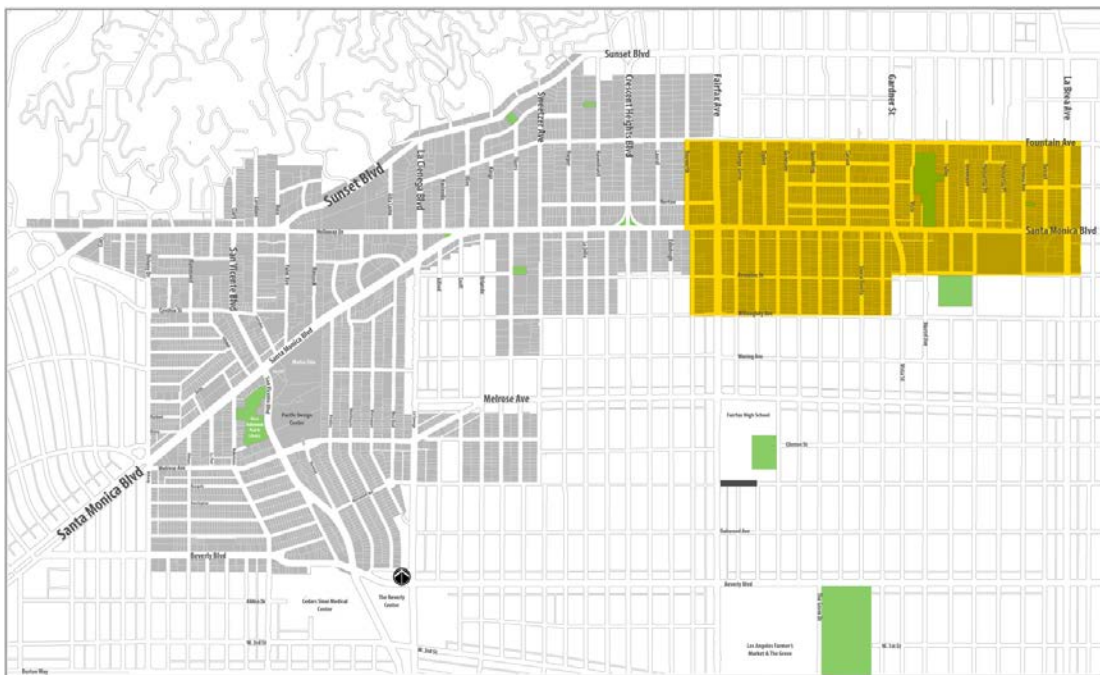
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City anticipates a 12 month timeline to complete the Eastside Community Plan, with work beginning in December 2014. A project website, with links to all project documents to date, is posted at www.wehoeastside.com.

Project Context

West Hollywood, a 1.9 square mile city of approximately 35,000 residents, is located in the heart of the Los Angeles region, surrounded by the Cities of Los Angeles and Beverly Hills. Incorporated in 1984, the City is home to the Sunset Strip, the West Hollywood Design District and the Pacific Design Center, and nightlife area near Santa Monica and San Vicente Boulevards. West Hollywood is a leader in progressive policy innovation on topics such as GLBT issues, social services, and affordable housing. It is also one of the densest cities in California in terms of dwelling unit density.

The City Council adopted the West Hollywood General Plan 2035 and West Hollywood Climate Action Plan in 2011. The General Plan builds upon the City's tradition of progressive policymaking, with innovative goals and policies to balance increased density with enhanced mobility, while maintaining quality of life and neighborhood character. The Climate Action Plan sets aggressive community-wide goals for greenhouse gas emissions reduction and contains a toolbox of implementation actions.



Project Area Map

The 0.5 square mile project area for the Eastside Community Plan includes those portions of West Hollywood east of Hayworth Avenue and south of Fountain Avenue. The commercial area of the Eastside neighborhood is characterized by small lots along Santa Monica Boulevard, with service and retail businesses oriented to the local community, including a number of Russian-oriented businesses. La Brea Avenue is home to several regional-serving retail businesses, and is the primary eastern

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gateway to the City. The eastern end of the Eastside neighborhood is also home to a concentration of film and entertainment industry facilities, anchored by The Lot. The intersections of Santa Monica Boulevard with Fairfax Avenue and La Brea Avenue are the location of a significant number of transit routes and transfer points. Dense residential neighborhoods abut Santa Monica Boulevard to the north and south. The neighborhood is heavily renter-occupied; 93% of Eastside residents are renters. Most of the housing in this area is defined by soft-story apartment buildings constructed in the 1950s and 60s with a cluster of single family homes north of Santa Monica Boulevard along Poinsettia Place, Poinsettia Drive, and Greenacre Avenue. Plummer Park serves as the community center and main public space for the Eastside neighborhood, hosting a diverse range of recreational and social events with social services tailored to serve the City's senior and Russian population*. In general, the size and types of businesses on the Eastside differ from those on the west end of the City, which has a larger concentration of entertainment uses and high-end shopping.

Until 2012, the Eastside of West Hollywood was the City's Redevelopment Area. With the end of Redevelopment and an uptick in new development, now is a critical time to assess the changing conditions of the Eastside. Eastside and adjacent neighborhoods in Los Angeles will continue to see the opening of several major residential, office, and mixed-use projects, which will bring thousands of new residents and employees to the area. These projects will shape the physical, social, and economic landscape of the Eastside, bringing new opportunities and challenges to the area. The Community Plan will help the City to address the needs of this evolving neighborhood.

Progress to Date

The Eastside Working Group has met monthly since April, 2014. The first four meetings of the Working Group focused on identifying, distilling, and prioritizing key issues to be addressed in the Community Plan. The recommendations contained in the Eastside Working Group Memo were developed through an incremental process, starting with a broad discussion in Meeting 1, and resulting in a prioritization of specific topics in Meeting 4 (see www.wehoeastside.com for links to all project documents and presentations). Additional meetings have provided background information to the Working Group regarding existing City programs, and will include a presentation of findings from the Eastside Market Study this fall.

With the assistance of a consultant firm (RSG), the City is conducting an Eastside Market Study, to be complete in October, 2014. The Market Study will assess market conditions to help identify opportunities and barriers to economic development in the project area, as well as better understand economic linkages between the project area and commercial clusters in adjacent neighborhoods (e.g. Hollywood Media District). The Market Study will provide critical background information and analysis for development of the Eastside Community Plan.

Community engagement has been a priority for this project from the start, with particular emphasis on community members who may not typically participate in a planning process. In order to solicit ideas

* Please note: the scope of this project excludes improvements to Plummer Park. A separate process is underway to revise and implement improvements pursuant to the Plummer Park Master Plan.

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from the broader Eastside community, the City, in partnership with Neighborland, launched www.neighborland.com/wehoeastside in August 2014. Idea collection via this interactive tool is intended to provide an opportunity for a wide range of community members to provide input via a simple and engaging interface. Activity on the Neighborland project website is expected to conclude in January, and ideas will be used to inform the content of the Community Plan.

2. Scope of Work

Project Team and Expertise

The Consultant Team should include appropriate staffing and technical expertise to address each of the key topics identified by the Working Group (economic development, mobility, urban design/community character, public spaces, and housing), as well as additional topics likely to be addressed in the Plan, including public events, sustainability, public safety, and community services. The Consultant Team may be a single multi-service firm, or comprised of a planning lead with sub-consultants as required. Strong knowledge of housing and post-redevelopment areas is desired. The City anticipates needing specific technical expertise particularly for economic development and mobility. An innovative community engagement program is a critical component of this project. In addition to technical expertise in key topic areas, the project team must demonstrate that they can contribute:

- A high level of creativity and use of graphics in the production of innovative and user-friendly reports and other materials
- The ability to effectively communicate ideas to a wide range of audiences
- Expert facilitation of and collaboration with a community advisory group
- Experience in developing and implementing innovative community engagement programs and events in a multi-lingual environment (in this case, primarily English and Russian). The City can provide translation services if needed.
- Availability and capacity to move the project forward and the flexibility to adjust quickly to changes in a complex community environment.

Tasks

The main tasks for this project are development of the content for the Eastside Community Plan in coordination with the Eastside Working Group, production of the Draft and Final Eastside Community Plan documents, and implementation of an innovative community outreach program.

A. Review Existing Plans and Background Materials

Relevant background materials to be provided to the Consultant Team include: all meeting notes, summaries, and presentation materials to date, as well as a map of existing commercial land uses on the Eastside; a summary of all community-generated ideas and content posted to www.neighborland.com/wehoeastside; and documents and studies including: the West Hollywood General Plan 2035, West Hollywood Climate Action Plan, Eastside Market Study, West Hollywood Community Study, Bicycle and Pedestrian Master Plans, Santa Monica Boulevard Master Plan, crosswalk enhancement and pedestrian safety studies, Greening West Hollywood memo, former Redevelopment Plan for the East Side Project Area, documentation of proposed development

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projects and mitigation measures, and 2013-2021 Housing Element and Technical Appendix. The City will also provide a table listing all adopted policies, programs, and planned improvements contained in the above documents that are applicable to the Eastside project area.

Deliverables:

- A presentation-quality summary matrix of the existing policies and programs that apply to the Eastside in each of the five key topic areas, as well as maps illustrating physical improvements proposed in the above documents. The summary and maps will be used by the Working Group to better understand the existing policy framework, and as a basis for recommendations in the Community Plan, which may include prioritization of existing City programs and projects and/or creation of new programs.
- Brief summary handouts for the Working Group, in user-friendly language, and with appropriate illustrative maps and graphics, documenting the City's existing conditions and key policies and programs for the following topic areas: Urban Design/Community Character, Public Spaces, and Housing. (The Consultant Team may rely on the Eastside Market Study prepared by RSG to address Economic Development. An analysis of Mobility issues and opportunities is addressed in Task B.)
- Compile a demographic trends summary report, based on existing preliminary demographic summaries prepared by RSG and PMC for the Eastside. Some projection of future trends will be required, particularly with respect to the declining population of immigrants from the former Soviet Union, and an influx of new residents moving in to recent and planned development projects.

B. Mobility Analysis

Prepare a memo summarizing key issues and opportunities for improving pedestrian, bicycle, vehicular, and transit mobility, access, and comfort on the Eastside. The memo should include a summary of existing policies, programs, and planned improvements as described in the policy documents listed in Task A, as well as a traffic circulation analysis, including review of recent and pending development projects, to identify additional improvements for neighborhood traffic calming, bike and pedestrian enhancements, parking management strategies, and neighborhood livability. The City has recent speed and volume counts for Eastside streets. In addition, many plans and studies have been recently adopted or are in progress, including current work on a Draft Pedestrian and Bicycle Mobility Plan update, which includes specific evaluation of improvements to Santa Monica Boulevard, Willoughby Avenue, and Fountain Avenue on the Eastside.

Deliverables:

- Mobility analysis memo and related graphics.

C. Working Group Facilitation

Preparation of meeting agendas, discussion content, meeting summaries, etc. for up to 16 meetings of the 15-member Eastside Working Group. The Consultant will be responsible for guiding the Working Group through development of a vision, recommendations, and implementation priorities for the Community Plan in each of the five identified key topic areas (economic development, mobility, urban design/community character, public spaces, and housing), informed by background

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studies and community input. Working Group meetings are held on the first Wednesday of each month, but may be scheduled more frequently if needed. City staff will handle all meeting logistics.

Deliverables:

- Meeting agendas, presentation materials, handouts, and discussion summaries. Formal meeting notes will be prepared by City staff.

D. Community Engagement

City staff has already initiated community engagement for this project via two websites, and in-person outreach at key Eastside events, to help launch the Community Plan process. The purpose of the community engagement program is to provide meaningful and innovative opportunities for the public to contribute input and help develop action strategies for the neighborhood, as well as to establish a consistent avenue of dialogue, education, and feedback between the Eastside Working Group, neighborhood stakeholders, the Consultant Team, and City staff and decision-makers. The City desires an exciting community engagement program that includes non-traditional events or strategies. The Consultant Team is encouraged to suggest additional or alternative activities to those outlined below.

Key engagement activities may include:

- Generation of content (blog posts, images, etc.) for the project website www.wehoeastside.com
- Pop-up workshops or special events (minimum 2)
- Focus groups (minimum 5) to solicit input on specific issues from key stakeholder groups, including youth, seniors, immigrants from the former Soviet Union, families with children, and the business community.
- Outreach and consultation with key stakeholders, including, community leaders, representative businesses, and organizations including the West Hollywood Chamber of Commerce, Visit West Hollywood, West Hollywood Preservation Alliance, and Neighborhood Watch groups (assume 8 meetings).

Additional activities may include:

- A mini workshop toolkit and instructions to be made available to community members and groups who wish to host informal gatherings to solicit input directly from their neighbors
- Eastside Stories recording booth for community members to share memories.
- A traditional community workshop to discuss priorities for the Community Plan
- Walking tours
- Other innovative programs suggested by the Consultant Team

Deliverables:

- Community engagement strategy and schedule memo.
- All graphics and other materials required for proposed engagement activities.
- A summary of community input for use in developing the Community Plan and for presentation to the City Council and appropriate Advisory Boards and Commissions.

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E. Draft Community Plan

Prepare Draft Eastside Community Plan, including all text, tables, graphics, and maps. The City anticipates a highly graphic, user-friendly document intended for use by City staff and community members. It is the Consultant's responsibility to ensure incorporation of background data and community input generated throughout the process, and that development of the Community Plan recommendations is a collaborative process with the Working Group.

The Community Plan will include a vision, objectives, and recommended actions to implement the vision and enhance the Eastside neighborhood. The Community Plan will address, at a minimum, the five key topic areas identified by the Working Group (economic development, mobility, urban design/community character, public spaces, and housing). A prioritized Implementation Program clearly describing the priorities, accountabilities, estimated costs, and suggested timelines for recommended actions will be a key component of the Community Plan. The Implementation recommendations will be used by the City during the budget process.

Deliverables:

- Draft Eastside Community Plan document (print-ready PDF format). Assume at least two rounds of review by City staff (each with a single coordinated set of comments) prior to release of the Draft Community Plan.

F. Final Community Plan

Revise Draft Community Plan as needed to address comments from the community, Boards and Commissions, and the City Council. Proposal should include an allowance for development of an interactive, online version of the Final Eastside Community Plan.

Deliverables:

- Final Eastside Community Plan in print-ready and web-ready PDF format. Assume two rounds of review by City staff (each with a single coordinated set of comments) prior to publication of the Final Community Plan.
- Interactive, online version of Final Eastside Community Plan (allowance).

G. Presentations

Participate in public presentations and hearings as appropriate for progress presentations as well as final approval of the Eastside Community Plan. This will include, at a minimum, presentations of the Draft Community Plan to four Commissions, including Transportation Commission, Rent Stabilization Commission, Public Facilities Commission, and Public Safety Commission. Assume one public hearing with the Planning Commission and up to two public hearings with the City Council for adoption of the Eastside Community Plan.

Deliverables:

- Preparation of PowerPoint presentations for Draft and Final Community Plan

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H. Project Management

Meetings and ongoing coordination with City staff and decision-makers as required to move the project forward efficiently. At a minimum, this should include a kick-off meeting with the City project team and weekly progress meetings or phone calls with the City's Project Manager and others as needed. Lead Consultant will be responsible for direct coordination with any sub consultants on the project team.

Deliverables:

- Meeting agendas and notes for all team meetings.

I. Environmental Review

This scope does not include any environmental review required pursuant to CEQA. It is the City's intention that the scope of the Community Plan will not propose changes to land use designations and will stay within the growth projections and traffic thresholds of the City's General Plan EIR. The proposed project work plan and budget should include an allowance for coordination with the City's selected environmental consultant, if any, should CEQA documentation be required.

Project Timeline

The City is proposing a 12 month schedule to complete the tasks and deliverables. A tentative project schedule is outlined below.

October 2014	RFP Submissions Due
November 2014	Interview and select Consultant
December 2014	Finalize scope and approve contract, hold kick-off meeting
January 2015	Project Kick-Off Meeting with Eastside Working Group
September 2015	Submit Draft Study
December 2015	City Council approval of Final Eastside Community Plan

Project Budget

The City would like the Consultant to provide a fee to complete the tasks described above, outlining the number of expected hours and fee for each task, as well as the hourly rates for Consultant Team members should additional services be needed during the Eastside Community Plan process. The City anticipates the project budget will be approximately \$250,000 - \$300,000, though the amount may vary based on community outreach efforts or other components.

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3. Proposal Submission & Evaluation

Key Dates

RFP Released: Tuesday, September 16, 2014

Questions related to RFP Due: Friday, October 3, 5 PM

Response to questions posted to web: Wednesday, October 8, 2014

Proposals Due: Monday, October 20, 2014 by 5pm

Interviews/ Selection: Week of November 3rd

Finalize Contract/Fees: November

Approval of Contract: Monday, December 1, 2014

Submission Requirements

In an effort to promote waste reduction and resource conservation, submittal shall not contain plastic bindings, plastic pages, or laminated pages. Double sided proposals are preferred. Please avoid superfluous use of paper (such as separate title sheets, or chapter dividers and unnecessary attachments or documents not specifically requested).

The proposal must be no longer than 15 pages (not including staff resumes) and include the following:

A. Cover Letter: Summarize the Consultant Team's understanding of the project and why the Team is best suited to complete the scope of work.

B. Consultant Qualifications: Provide a brief overview of the Consultant's experience performing the requested services, their qualifications in working with municipal departments, commissions, elected officials, and community members, and a description of any special services, expertise, or abilities that the Consultant can provide in the performance of the services described herein.

C. Consultant Experience: Describe experience related to working on projects of similar scope and complexity. Please highlight experience working with community advisory groups and creating innovative, user-friendly community planning documents. Provide references for up to three (3) relevant projects.

D. Project Team: Provide an organization chart that identifies the key members of the project team, their title, and assigned role within the project team. Briefly summarize the major responsibilities of each team member. Include resumes for all team members that highlight relevant projects and qualifications to complete the tasks assigned.

E. Approach and Work Plan: Provide a written narrative describing the Consultant's approach and work plan for completing the scope of work, including how the Working Group will be engaged in development of Community Plan recommendations, and the community engagement approach. On a per task basis, the narrative should identify the designated team member(s) responsible for completing the work, deliverables, number of meetings and number of staff to attend meetings, and the timeframe for completion.

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F. Fees: Submit a fee proposal for the scope of work; outline the number of hours and fees associated with **each task** and provide a list of hourly rates for all team members.

Proposal Evaluation

Submitted proposals shall be evaluated using the following criteria:

- Consultant experience and demonstrated ability to deliver high quality, innovative work for relevant projects of similar complexity.
- Staff experience and demonstrated ability to lead innovative and engaging community outreach programs, facilitate community advisory groups, and coordinate with various municipal departments and city staff.
- Demonstrated ability to provide clear and compelling presentations to the general public.
- Demonstrated ability to deliver planning documents that exhibit excellent writing quality and the use of charts, graphs, and other graphics to communicate in ways that are engaging and accessible to the general public.
- Completeness and clarity of proposal
- Project cost
- References

The highest ranking Consultants may be asked to come in for an interview. After a Consultant is selected, the Project Manager will initiate final contract negotiation. The City anticipates entering into an agreement with the selected firm based on a negotiated fee and a negotiated scope of work. If an agreement on the fee cannot be reached, the City reserves the right to end negotiations and enter into negotiations with another Consultant.

Proposal Questions

- There will be **no pre-bid meeting** for this proposal. Any questions regarding this RFP should be emailed to Bianca Siegl at bsiegl@weho.org or faxed to (323) 848-6569 by **5pm on Friday, October 3, 2014**.
- All submitted questions and responses will be posted on the City website <http://www.weho.org/city-hall/city-clerk/public-notices/rfp-rfq-bid-notices> after the close of the question period.
- No questions regarding this RFP will be answered over the phone. Proposers that contact City personnel or City Council members after the City releases the RFP and throughout the evaluation period may have their proposals disqualified from consideration.

Proposal Preparation Instructions

The proposer should mail, courier, or hand deliver **eight (8) sealed proposals** to the City of West Hollywood no later than **Monday, October 20, 2014 at 5pm** and **email one (1) digital copy** (PDF of less than 10MB) of the submission to Bianca Siegl at bsiegl@weho.org with the subject line "Eastside Community Plan RFP Submission." Proposals received after this time and date may be returned. Postmarks will not be accepted as proof of receipt. No oral, telephonic, faxed, emailed, or telegraphic proposals or modifications of proposals will be considered.

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Proposal Delivery

Proposals shall be in enclosed in envelopes plainly marked with the following information –

Proposal: Eastside Community Plan
Name of Consultant
Name of Contact Person
Address
Telephone Number / Email Address

The submittal shall be addressed as follows:

City of West Hollywood
Attn: City Clerk
8300 Santa Monica Blvd
West Hollywood, CA 90069
Proposal: Eastside Community Plan

4. Selected Consultant Rules

The selected Consultant shall be able to meet the following requirements in order to enter into a contract with the City of West Hollywood:

1. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless City from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that City is named as a party defendant in a lawsuit alleging injury as a result of Contractor's negligent or wrongful performance under this Agreement, Contractor shall defend City with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. 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 but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the City. The obligations established by this paragraph will survive termination of this Agreement.

For purposes of this paragraph:

- City means the City Council and its subordinate bodies, elected and appointed City officials and officers, City employees and authorized agents and volunteers of the City.

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- Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.
- The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.
- The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by Contractor and any of its officers, agents employees and subcontractors.

2. INSURANCE REQUIREMENTS.

2.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

2.1.1. **Workers' Compensation Coverage.** The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR for City.

2.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

2.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for

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owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

2.1.4. **Professional Liability Coverage.** The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.

2.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

2.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."

2.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

2.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

2.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.

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- 2.2.5. 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.
 - 2.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
 - 2.2.7. 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.
 - 2.2.8. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor 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.
- 2.3. **Self Insured Retention/Deductibles.** All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Owner (as the named insured) should Owner fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Owner understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Owner's behalf upon the Owner's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Owner for breach of this Agreement in addition to any other damages incurred by City due to the breach."
- 2.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

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- 2.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
3. **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 CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR 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 CONTRACTOR 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.
4. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
 - 4.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR 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 CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
 - 4.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.
 - 4.3. **Licenses.** The CONTRACTOR 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 CONTRACTOR to practice its profession. The

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CONTRACTOR represents and warrants to the CITY that the CONTRACTOR 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 CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.

5. **CONFLICT OF INTEREST.** The CONTRACTOR 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 CONTRACTOR 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.
6. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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.
7. **LIVING WAGE ORDINANCE.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.
8. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR 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 contractor'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.
9. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.

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10. **RECORDS AND AUDITS.** The CONTRACTOR 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 CONTRACTOR for a period of three years after the expiration of this Agreement.
11. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR'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 CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
12. **INDEPENDENT CONTRACTOR.** The CONTRACTOR 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 CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR 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 CONTRACTOR 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.