

City of West Hollywood

REQUEST FOR PROPOSALS (RFP)

*Consultant Services for Survey of Existing Buildings
and Seismic Retrofit Plan*

Key Dates:

RFP Released: Monday, August 31, 2015

Questions related to RFP Due: Monday, September 14, 2015 by 5pm

Proposals Due: Tuesday, September 22, 2015 by 5pm

Project Coordinator: Cynthia Zabala, Senior Plancheck Engineer

Community Development Department

8300 Santa Monica Blvd

City of West Hollywood, CA 90069

Email: czabala@weho.org

CITY OF WEST HOLLYWOOD
Community Development Department

Request for Proposals

*Survey of Existing Buildings and
Seismic Retrofit Plan*

Release Date: August 31, 2015

PROJECT DESCRIPTION

The City of West Hollywood invites proposals from qualified engineering consulting firms with experience and technical qualifications to respond to a Request for Proposal (RFP) to conduct a comprehensive survey of the City's existing building stock to determine potentially vulnerable buildings during seismic activity. The consulting firm will also assist with developing a seismic retrofit program and ordinance for the City. The City is looking for a Consultant that specializes in seismic evaluations and retrofits as well as experience working with municipalities.

CONTEXT

West Hollywood is a densely populated city with an aging stock of high occupancy buildings. The performance of these older un-retrofitted buildings is of particular concern during a significant seismic event and may present a potential hazard to public safety. The City has elected to take a proactive approach to strengthen potentially vulnerable buildings by developing a seismic retrofit plan to increase life safety and minimize catastrophic building damage.

SCOPE OF WORK

The scope of work shall include the following:

1. A survey of all existing buildings within the City of West Hollywood is required. Information shall be collected by qualified Engineers experienced with the identification of potentially vulnerable buildings in the event of an earthquake. Survey information should include, but is not limited to, the following for all buildings:
 - Number of stories for each building
 - Number of units
 - Building square footage (approximate)
 - Year of construction. If not available, an estimate of era of construction.
 - Identification of building use (commercial, residential, mixed use, etc.)

- Photos for each building
 - Information with regard to the primary construction material (i.e. wood, steel, concrete masonry units (CMU), concrete, etc.)
 - Comments with regard to potential seismic vulnerabilities (soft story, non-ductile concrete, etc.)
 - A list of addresses of potentially vulnerable buildings
 - Any other information as required for determination of potential seismic vulnerabilities
 - Information developed by the Consultant shall be delivered in a digital format (interactive website, app, etc.) that can be accessed by the City for future use and updated by the City on an ongoing basis.
 - Information collected by the Consultant shall also be submitted as Esri shape files (.shp) or Esri File Geodatabase (.gdb) to be incorporated into the City's GIS system. Consultant to work with the City's Information Technology Division to guarantee compatibility of deliverable information with the City's existing GIS. Information collected on GIS layer shall distinguish between residential and commercial structures and shall also include a method to identify potentially vulnerable buildings.
2. Upon completion of the survey, the Consultant will assist the City with developing a system for identifying the structures most vulnerable during a significant seismic event and provide a list of potentially vulnerable structures. The Consultant will also be asked to identify high occupant load structures that are potentially at risk in order to help determine which types of buildings would be included in the retrofit program.
 3. The Consultant will work with the City to develop a framework for both mandatory and voluntary seismic retrofit program options. Retrofit program development will include recommendations for the following:
 - Guidelines and documents to establish a preliminary structural evaluation for those buildings identified as potentially vulnerable
 - Design guidelines for retrofit structures (FEMA, ASCE, etc)
 - Options for levels of compliance
 - Possible categorization of retrofits into tiers based on factors such as occupancy, building type and use among others.
 - Assistance with specifying reasonable timeframes for retrofit completion
 4. Provide a written seismic retrofit ordinance for the City of West Hollywood to be reviewed and finalized with assistance from the City Attorney and assist with presenting the ordinance to the City Council for adoption.
 5. In addition to the items listed above, the Consultant will also be required to assist the City with the following:
 - Provide a minimum of five (5) presentations to include the following:

- i. Public outreach presentation to constituents explaining the retrofit program and how it will function. Information should be geared for general audiences. The City will secure a venue and be responsible for public outreach/notice prior to the event.
 - ii. Presentation to the Planning Commission to provide information about the seismic retrofit program and respond to any questions.
 - iii. Presentation of the study findings and options for the retrofit program to the City Council.
 - iv. Presentation of seismic retrofit plan to City staff and divisions that will be involved with the seismic retrofit plan.
 - v. Presentation to City Council of recommended retrofit ordinance for adoption into the Municipal Code.
- Be available by phone and email to City staff to answer questions and coordinate information with regard to the seismic study and retrofit program.
 - Attend monthly on-site meetings with staff to coordinate information and provide updates with respect to the survey and seismic retrofit framework.

PROJECT DELIVERABLES

1. The Consultant will provide an all-access electronic venue for the building survey information and results that will be made available for the City's use.
2. Provide the City with building survey data in an Esri GIS layer.
3. Minimum of five (5) presentations with visuals (Power Point, etc.) as listed above
4. Draft/Final written framework for both mandatory and voluntary seismic retrofit programs options.
5. Draft/Final seismic retrofit ordinance for the City.

PROJECT TIMELINE

Proposal review and selection process is listed below, however is subject to change depending on the needs of the City.

August 31, 2015.....	RFP Released
September 22, 2015	RFP Submissions Due
Week of October 5, 2015.....	Consultant Interviews/Selection
October 2015.....	Project Kickoff

The City is on six **(6) month timeline** to complete tasks and deliverables upon signing of contract.

REQUIRED INFORMATION AND FORMAT OF PROPOSALS

In order to be considered for selection, respondent firms shall submit a proposal that addresses each of following criteria and shall also provide resumes and evidence of qualifications to provide the services listed in this RFP.

1. **Letter of Introduction:** Provide a letter of Introduction signed by a Principal or Senior Officer of the firm.
2. **Project Team:** Include the name, title, and resume of the person who will be the lead/project manager. Provide an organizational chart that identifies the key members of the project team, their title, and their assigned role within the project team. Briefly summarize the major responsibilities of each team member. Include the resumes of all team members who will be providing services that highlight relevant projects and qualifications to complete the tasks assigned.
3. **Firm Information and Qualifications:** Please provide information with regard to the following:
 - a. Number of years the firm has been in business
 - b. List the company and individual team members experience in providing similar services, including a chart that indicates name, personnel qualifications, state registrations and/or certifications relevant to the type of services proposed to be provided by that individual.
 - c. Identify all consultants/sub-consultants (if any) that you would expect to use. Include resumes and information regarding their qualifications.
 - d. Provide a statement demonstrating your firm's ability to accomplish the scope of services in a comprehensive and thorough manner to meet the needs of the City of West Hollywood addressing the scope of work identified above.
 - e. Explain the firm's experience providing similar services to other jurisdictions or organizations as outlined in the scope of work above.
4. **References:** Provide a list of at least three (3) current references. Include name of client, jurisdiction or organization, job title, email address, mailing address, telephone number(s). Identify the type of services provided to each individual/organization and the dates of service.
5. **Approach and Work Plan:** Provide a written narrative describing the firm's approach and work plan for completing the scope of work. Clearly outline each task required accomplish the required scope of work. On a per task basis, identify the team member(s) responsible for completing the work, deliverables, number of meetings, and the **timeframe required to complete each task**.
6. **Professional Services 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. Include any other direct costs that may be involved (if any).

7. **Technology:** Provide information with regard to the technology used to collect the survey data and the means by which this information can be made accessible to the City (i.e. website, mobile application, etc.). Verify that this information can be incorporated into an Esri GIS layer for use by the City.
8. **Contract:** Include a statement accepting as written, the City's standard Agreement for Services or identifying any proposed modifications. (See attached Agreement for Services).
9. **Disclosure:** List any lawsuits or arbitration proceedings that have been by or against your firm in the past 5 years. Briefly state the nature of the action and the outcome.

EVALUATION PROCESS AND SELECTION CRITERIA

Evaluation of the proposals will be based upon a competitive selection process. Selection will not be limited to price alone. The City's primary objective is to retain a qualified consultant to assist with providing a comprehensive survey of the City's existing building stock and providing a framework for a seismic retrofit program that will increase life safety and minimize catastrophic building damage. Candidates will be evaluated on the following criteria:

- Experience in providing the same or similar services
- Knowledge of seismic issues and retrofit standards
- Ability to provide survey information in a user friendly electronic format.
- Strength of Project Manager and team proposed to provide services.
- Cost to perform the required services as stated in the Scope of Work.
- Timeframe required to complete scope of work
- Oral and written communication abilities
- References
- Responsiveness to Scope of Work

The City reserves the right to reject any or all Proposals, amend the RFP, and to discontinue or re-open the process at any time. The City reserves the right to request and obtain, from one or more consulting firms, supplementary information as may be necessary for the City to analyze the proposal pursuant to contract selection criteria. Upon completion of the evaluation phase, the City will select those consultants for interviews whose proposals and qualifications most closely conform to the requirements of this RFP. The consultant, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP. The City may choose to interview one or more firms responding to this RFP, and may enter into more than one contract with multiple individuals or firms, if City determines that is the best way to address the full range of services needed under this RFP.

PROPOSAL QUESTIONS

Any questions regarding the RFP should be emailed to Cynthia Zabala at czabala@weho.org by 5pm, September 14, 2015. All submitted questions and responses will be posted on the City website at www.weho.org after the close of the question period. Proposers that contact City personnel or City Council members after the City releases the RFP and through the evaluation period may have their proposals disqualified from consideration.

PROPOSAL SUBMISSION

Three (3) sealed copies and one (1) electronic copy of the proposal must be submitted to the City Clerk's Office at 8300 Santa Monica Boulevard, West Hollywood, CA 90069, no later than 5 pm on Tuesday, September 22, 2015. Proposals received after this time and date will be rejected. Proposals must be received in person at the City Clerk's Office by the deadline. Postmarks will not be accepted. No oral, telephonic, or emailed proposals or modification of proposals will be considered.

PROPOSAL DELIVERY

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

Proposal: Survey of Existing Buildings and Seismic Retrofit Plan

Name of Consultant

Name of contact person

Address

Contact Telephone Number/Email address

The submittal shall be addressed as follows:

ATT: City Clerk's Office

City of West Hollywood

8300 Santa Monica Blvd.

West Hollywood, CA 90069

Proposal: Survey of Existing Buildings and Seismic Retrofit Plan/Cynthia Zabala

SELECTED CONSULTANT REQUIREMENTS

The selected Consultant shall be able to execute the attached agreement for services and meet the stated agreement requirements including indemnity terms, insurance levels, and insurance policy endorsements, in order to enter into a contract with the City of West Hollywood. As part of your proposal, please state that the terms of the attached agreement for services are acceptable or indicate your proposed modifications.

The City's standard professional consulting agreement is attached, including insurance requirements. As part of your proposal, please indicate whether the standard agreement is acceptable, or whether you would propose any modifications.

Attachment: City of West Hollywood Agreement for Services

CITY OF WEST HOLLYWOOD

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 _____