

City of West Hollywood
Innovation & Strategic Initiatives Division

REQUEST FOR PROPOSALS

HYDROLOGY INVESTIGATION & SURVEY

(PHASE II - WEST HOLLYWOOD PARK MASTER PLAN IMPLEMENTATION)

ISSUED BY:

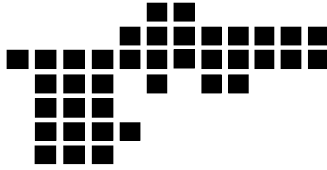
**City of West Hollywood
8300 Santa Monica Boulevard
West Hollywood, CA 90069**

CITY REPRESENTATIVE:

**Daniel Adams, Construction Manager
Heery International Inc.
Project Administrator/Facilitator**

RESPONSES DUE:

TUESDAY, DECEMBER 1, 2015 AT 4:00 P.M.



City of West Hollywood
California 1984

HYDROLOGY INVESTIGATION & SURVEY (PHASE II - WEST HOLLYWOOD PARK MASTER PLAN IMPLEMENTATION)

The City of West Hollywood ("CITY"), invites proposals for Hydrology Investigation and Survey Services of West Hollywood Park. Proposals shall be submitting electronically at:
<http://www.weho.org/CITY-hall/CITY-departments/public-works/public-works-proposals>.

The Procurement Schedule is as Follows:

- November 5, 2015 Request for Proposal released
- November 17, 2015 Mandatory Pre-Bid Walk – 10:00 a.m.
- November 20, 2015 Deadline for Requests for Clarification – 1:00 p.m.
- December 1, 2015 Deadline for Proposal Submission – 4:00 p.m.

Minimum Qualifications

Proposer must be a responsible firm that has been in continuous existence and has provided continuous services for the relevant requirements contained herein for at least five (5) years. Less than the minimum required experience will eliminate that Proposer from further consideration.

Proposer must have the staffing resources to provide the services required for the scope of work outlined in the specifications.

Proposer must have municipal experience.

Evaluation Criteria

- Qualifications of Firm
- Qualifications of Personnel
- Approach and Understanding of the Scope of Work
- Cost of Services

Please Refer to Other Proposal Documents: The scope of work and proposal submission process is described in more detail in the Proposal Documents. In particular, Proposers are strongly encouraged to review the Instructions to Proposers for more complete information regarding the submission of proposals.

Owner's Rights: The City of West Hollywood reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposals should it deem this necessary for the public good, and also the proposal of any Proposer who has been delinquent or unfaithful in any former contract with the City and to take all proposals under advisement for a period of ninety (90) days. No Proposer may withdraw its proposal for a period of ninety (90) days after the date from the opening thereof. The award of contract, if made, will be in accordance with the evaluation criteria provided in the specifications.

BY ORDER OF the City of West Hollywood,

By: _____
City Clerk

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1.0 SCOPE OF SERVICES AND BACKGROUND

1.1 Scope of Services

The CITY is soliciting a hydrology investigation and survey on the subject property. The purpose of this investigation is to monitor and evaluate the nature of the underground water within the project site. The scope of services include installation, activation and monitoring a test pumping system complete, in place; collection and transport of appropriate samples for the required NPDES Discharge Permit application; issuance of a full written report documenting the proper approach, conditions and impacts and preparation of any submittal documents as required for the NPDES Discharge Permit. The scope of services includes collection of all required samples per proper protocol and chain of custody and forward to a State Certified Laboratory for the required testing. The analytical data will be assessed and a Tech Memo generated by an outside groundwater PROPOSER documenting the acceptability and required treatments. The scope of services shall also include development of a de-watering specification for the construction of the project.

1.2 Background

West Hollywood Park Master Plan Implementation Project Description: In 2004, a Master Plan for West Hollywood Park was completed and adopted by the West Hollywood City Council. City Council modified the master plan through adoption of a feasibility study confirming the components of the Master Plan could be incorporated within existing park boundaries. The Master Plan addresses the park, the library, recreational and parking components and arranges them to maximize the area of uninterrupted open space with grass and trees on the West Hollywood Park Site. This is accomplished by consolidating buildings at the southern end of the existing park on a unified site. The arrangement of the park and associated structures maximizes accessibility to them via a wide variety of modes of mobility. The maximization of access to the park on foot and via public transportation is a high priority.

The location of the new library is a primary influence on the direction and configuration of the Master Plan. The selected site at the southeast corner of the park gives the library optimal orientation (facing north), proximity to parking, an intimate relationship with the park as well as visibility from Santa Monica Boulevard, San Vicente Boulevard and Melrose Avenue.

The Aquatic and Recreation Center consists of 70,000 square feet of multipurpose rooms for a variety of recreational and community uses, an at-grade parking facility, and public access television studios. Its centerpiece is multipurpose sports court gymnasium capable of supporting

two basketball games simultaneously as well as volleyball and other team sports and activities. The roof-top swimming pools in the recreation center are designed to fulfill two different purposes. A rectangular 25-yard by 25-meter pool is conceived primarily for exercise, training and competition and is envisioned to be in use continuously from early morning through late evening seven days a week. A separate recreational pool is more flexible in design and will accommodate a variety of uses for all age groups. Each pool will be maintained at separate temperatures appropriate to its uses. The completed park will increase the total amount of uninterrupted grass and trees including playground areas and tree-lined promenades by approximately 3.5 acres.

Phase I of the West Hollywood Park Master Plan is complete. The new library, a 90-space single level library parking garage, a 5-story, 330-space municipal parking garage and development and improvement of approximately half of the park open space were completed as part of Phase I.

Scope of West Hollywood Park Master Plan Implementation Phase II Project:

1. A new 4-story Aquatic & Recreation Center building approximately 70,000 square feet.
 - a. The ground floor consists of parking, building operation offices, utility rooms and the City's Cable Television Studio.
 - b. The second floor includes a sports court sized to accommodate two full-sized basketball courts, park-and-recreation offices and meeting rooms.
 - c. The third floor incorporates additional offices, meeting rooms and lounge areas.
 - d. The fourth floor consists of building systems, staff break areas, and public shower/changing rooms.
 - e. The roof deck includes two swimming pools, an aquatic office and changing rooms.
2. Park Site Improvements of approximately 150,000 square feet including green space, promenades, children's and tiny tot play areas, an AIDS Monument and Public Art.

Total Estimated Project Cost: \$90 Million (Includes construction, FFE and soft costs)

The following additional information is available upon request: Design Development documents and Soils Report.

2.0 GENERAL INFORMATION

2.1 Description of Work

The CITY is soliciting a hydrology investigation and survey on the subject property.

2.2 Schedule for the Work

The Schedule for the Work of this Project is as follows:

| | |
|--------------------------|--------------|
| Site Investigation | January 2016 |
| Preparation of Documents | January 2016 |

2.3 Compensation

Compensation: The CITY will provide compensation based on a schedule of deliverables as provided in individual proposals as it corresponds with the fees provided in the awarded Proposal. The PROPOSER will be provided a copy of the CITY's Accounts Payable Schedule for invoice submissions and payment.

3.0 INSTRUCTIONS TO PROPOSERS

3.1 Pre-Contractual Expenses

The CITY shall not be liable for any pre-contractual expenses, which are defined as expenses incurred by a PROPOSER(S) in preparing its proposal in response to this RFP, negotiating with the CITY any matter related to the proposal, or any other expenses incurred by PROPOSER(S) prior to the date of award of the contract(s) resulting from this procurement.

3.2 Informed Proposer

PROPOSERS shall review the Sample Contract (ATTACHMENT "A") for a complete understanding of all terms and conditions included therein. PROPOSERS are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at PROPOSER's own risk and PROPOSER cannot secure relief on the plea of error.

3.3 Proposer Representations

By submitting a proposal, each PROPOSER represents that it:

- 3.3.1 Has reviewed sites and conditions covered by this Agreement and Scope of Services prior to the date of commencement of this Agreement.
- 3.3.2 Will provide everything necessary for and incidental to the satisfactory completion of the work as specified herein and indicated on the contract documents. Submission of a proposal is considered evidence that the PROPOSER has visited and is familiar with the site facilities, site conditions, requirements of the contract documents, pertinent state and local codes, state of labor and material markets, and has made due allowance in his/her proposal for all contingencies.
- 3.3.3 Has thoroughly examined and become familiar with the work described in Section 1.1 - Scope of Work.
- 3.3.4 Understands the requirements of the Scope of Work, the nature and location of the work, and all other matters that can affect the work.
- 3.3.5 Will honor its proposal for 90 days, and acknowledges that the proposal cannot be withdrawn within that time and without prior written consent from the CITY.

3.3.6 Will comply with all requirements set forth in this RFP and, if awarded, the ensuing contract.

3.3.7 Has reviewed the attached Sample Contract (*ATTACHMENT "A"*) and, other than through the request for clarification process described below in paragraph 3.5, will not seek to alter or revise its terms and conditions.

3.3.8 Will, if selected to perform the work, comply with all terms and conditions set forth in the Sample Contract (*ATTACHMENT "A"*) and documents associated with this procurement.

3.4 Addenda

The CITY reserves the right to revise or amend the RFP documents prior to the stated proposal submittal deadline. Any such revisions will be made by written addenda to this RFP. Firms must acknowledge receipt of addenda in their proposal letters. Failure to acknowledge receipt of all addenda may render the proposal non-responsive.

3.5 Requests for Clarification

3.5.1 Submitting Requests

All requests for clarifications, changes, exceptions or deviations to the Statement of Work or terms and conditions to include the terms of the sample contract set forth in this RFP must be submitted via the CITY's electronic proposal system. Please include only one question for each number.

All such requests must be clearly stated in the question and answer section of the online electronic proposal process **Deadline for Requests for Information (RFI's)/Clarification is Friday, November 20, 2015 at 1:00 p.m.**

3.5.2 CITY Response

The CITY will respond to all written questions within a reasonable time period. For those which require a change to the RFP documents, a written addendum will be issued through the CITY's electronic proposal system. Responses to written questions and addenda will be available online. Prior to final submission of proposals all prospective PROPOSERS are required to acknowledge the addendum(s) posted online as part of the electronic proposal process. It is the sole responsibility of each

PROPOSER to access the electronic proposal site to access all needed information. Should the PROPOSER have difficulty doing so it is their sole responsibility to notify the CITY in a timely manner. The CITY will not accept any requests for consideration of deviations, exceptions, changes or clarifications after the time and date specified above.

3.5.3 Exceptions or Clarifications to Sample Contract Form

PROPOSERS shall familiarize themselves with the Sample Contract Form (*ATTACHMENT "A"*). The CITY intends to use the attached Sample Contract Form as the contract resulting from this RFP. Should the PROPOSER have concerns, questions, or recommended changes to the Sample Contract Form requirements, then those concerns/recommended changes must be specified in detail and submitted in writing to the CITY as set forth in paragraph 3.5.1. The CITY will review PROPOSER's concerns/recommendations and may issue an addendum outlining the PROPOSER's request and any comments from the CITY regarding the potential for consideration of such recommended change(s) during formal negotiations with the successful PROPOSER. Changes to the CITY's Sample Contract form shall be made at the CITY's sole and absolute discretion.

PROPOSERS are reminded that requests for approved equals, deviations to insurance requirements or other terms and conditions, and questions or concerns about the Statement of Work should be submitted as part of the RFP clarification process.

3.6 Withdrawal of Proposal

The PROPOSER may withdraw its proposal before the date and time indicated as the submittal deadline by submitting a written request signed by an authorized representative of the firm and delivered to the City Clerk's Office.

3.7 City Rights

The CITY may investigate the qualifications of any PROPOSER under consideration, require confirmation of information furnished by the PROPOSER, and require additional evidence of qualifications to perform the work described in this RFP. This RFP does not commit the CITY to issue a contract to implement this procurement.

Furthermore, the CITY reserves the right to:

- 3.7.1 Accept or reject any and all of the proposals, or any item or part thereof, at its discretion.
- 3.7.2 Make an award for a portion of the Scope of Work.
- 3.7.3 Award contracts to one or more PROPOSER(S).
- 3.7.4 Cancel or withdraw the entire RFP, or any part thereof, at any time without prior notice.
- 3.7.5 Issue a subsequent or concurrent RFP.
- 3.7.6 Waive any minor errors or irregularities in any proposal, to the extent permitted by law.
- 3.7.7 Obtain information from any source that has the potential to improve the understanding and evaluation of the RFP.
- 3.7.8 Postpone RFP openings for its own convenience.
- 3.7.9 Remedy or overlook technical errors in the RFP process.
- 3.7.10 Appoint an Evaluation Committee to review RFPs.
- 3.7.11 Seek the assistance of outside technical experts.
- 3.7.12 Approve or disapprove the use of particular sub-contractors/consultants.
- 3.7.13 Establish a short list of PROPOSERS eligible for interview after review of written RFPs.
- 3.7.14 Negotiate with any, all or none of the respondents to the RFP.
- 3.7.15 Solicit best and final offers (BAFOs) from all or some of the respondents.
- 3.7.16 Accept other than the lowest monetary offer.
- 3.7.17 Award a contract based upon initial offers.

3.8 Compliance with Laws and Regulations

The selected PROPOSER(S) are required to comply with all relevant local, state, and federal laws, codes and ordinances. If PROPOSER outsources any work or job to a sub-contractor/consultant, it will be the

prime PROPOSER's responsibility to ensure that all sub-contractors/consultants meet the requirements set forth in this RFP and the resultant contract.

3.9 Public Records Act

3.9.1 All records, documents, drawings, plans, specifications and other materials submitted by PROPOSER(S) in its proposal and during the course of any work awarded shall become the exclusive property of the CITY and may be deemed public records and subject to the provisions of the California Public Records Act (Government Code, sections 6250 et seq.). The CITY's use and disclosure of its records are governed by this act.

3.9.2 The CITY will accept information clearly labeled "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" as determined by the submitting party in accordance with the act. The CITY will endeavor to inform the submitter of any request for the disclosure of such information. Under no circumstances, however, will the CITY be responsible or liable to the submitter or any other party for the disclosure of any such labeled information. Firms that indiscriminately identify all or most of their proposal as exempt from disclosure without justification may, at the CITY's discretion, be deemed non-responsive.

3.9.3 The CITY will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the act or the definitions of "Trade Secret," "Confidential," or "Proprietary."

3.9.4 If litigation is brought under the Public Records Act concerning documents submitted in response to this RFP, the appropriate PROPOSER(S) shall indemnify, defend and hold harmless the CITY in such litigation.

3.10 Protest Procedures

Any protest filed by a firm in connection with this RFP must be submitted in accordance with the CITY's written procedures.

3.11 Prohibited Communications

No PROPOSER, or anyone representing a PROPOSER, is to discuss this RFP with any official or employee of the CITY, other than the designated CITY Representative named in this RFP. Neither PROPOSERS, nor anyone representing a PROPOSER, are to discuss this RFP with any PROPOSER

engaged by the CITY for assistance in preparing the RFP documents or any cost estimate associated with this procurement. Violation of this prohibition may result in disqualification of the PROPOSER even if the contract has already been awarded.

3.12 Use of Sub-Contractors/Consultants

3.13.1 The PROPOSER awarded a contract by the CITY must be the prime PROPOSER performing the primary functions of the contract. If any portion of the contract is to be subcontracted, it must be clearly set forth in the proposal document as to what part(s) are to be subcontracted, the reasons for the subcontracting, and a listing of sub-contractors/consultants. Acceptance or rejection of a PROPOSER's request to use sub-contractors/consultants is at the sole discretion of the CITY. The CITY reserves the right to reject any proposal to function as the prime PROPOSER on the awarded contract. When approved, the sub-contractors/consultants shall agree to and be bound by all terms, conditions and specifications of the awarded contract and the PROPOSER shall be responsible for proper performance of the contract by its sub-contractors/consultants.

3.13.2 With prior approval of the CITY, the prime PROPOSER may enter into sub-contracts and joint participation agreements with others for the performance of portions of resultant agreement. The prime PROPOSER shall at all times be responsible for the acts and errors or omissions of its sub-contractors/consultants or joint participants and persons directly or indirectly employed by them. Nothing in this contract shall constitute any contractual relationship between any others and the CITY or any obligation on the part of the CITY to pay, or to be responsible for the payment of, any sums to the sub-contractors/consultants.

3.13.3 The provisions of resultant agreement shall apply to all sub-contractors/consultants in the same manner as to the prime PROPOSER. In particular, the CITY will not pay, even indirectly, the fees and expenses of a sub-contractor/consultant that does not conform to the limitations and documentation requirements of resultant agreement.

3.13.4 Upon written request from the CITY, the PROPOSER shall supply the CITY with sub-contractor/consultant agreements.

4.0 INSURANCE

4.1 Insurance

The CITY requires PROPOSERS to obtain appropriate insurance coverage within the prescribed minimum limits set forth in the attached Sample Contract (*ATTACHMENT "A"*). The required insurance certificates must comply with all requirements of the standards as shown in the contract and must be provided within ten (10) days of issuance of the Notice of Intent to Award and prior to the commencement of any work under the terms of the contract.

5.0 PROCUREMENT SCHEDULE

5.1 Mandatory Site Walk

A mandatory pre-bid walk will be held on **Tuesday, November 17, 2015 at 10:00 a.m.** at West Hollywood Park (at the entrance to the Library), 625 North San Vicente Boulevard, West Hollywood, California 90069.

5.2 Request for Clarification(s)

Deadline for Requests for Information (RFI's)/Clarification is Friday, November 20, 2015, at 1:00 p.m. pursuant to paragraph 3.5.

5.3 Proposal Deadline Date

Proposals must be received through the CITY's electronic proposal system on or before **Tuesday, December 1, 2015 at 4:00 p.m.**

It is the sole responsibility of the submitting PROPOSER to fully submit their proposal prior to the deadline. Please allow sufficient time to upload all of the required documents, the CITY holds no responsibility for documents not submitted in a timely manner.

If a PROPOSER is experiencing difficulty submitting documents please contact the help desk for Planetbid. It is still the responsibility of the PROPOSER to submit their proposal in a timely manner. Should you encounter difficulties when entering your proposal at the last minute, the CITY and Planetbid shall not be held responsible and your proposal shall not be accepted if not loaded and submitted prior to the deadline.

5.4 CONTRACT AWARD

Tentative Contract award date is Monday, December 14, 2015. At its sole discretion, the CITY may notify PROPOSERS of award recommendation information by phone, mail or e-mail. Failure to so notify any PROPOSER shall not impact, alter or invalidate the CITY's action.

6.0 **SUBMITTAL REQUIREMENTS**

6.1 **Proposal Content and Format**

Please utilize the boxes below () as a checklist to ensure a complete response to the RFP.

- 6.1.1 Proposals shall be typed and uploaded as attachments under the Documents/Attachments tab online. ~~Inclusion of unnecessary, elaborate, or general promotional materials is discouraged.~~ Narrative should be brief, concise and completely respond to the questions or issues raised by the published evaluation criteria.
- 6.1.2 A Proposal shall consist of a Qualifications Section AND a Cost Section. Each Section shall be submitted online as identified in the Documents/Attachments tab online.
- 6.1.3 Proposals must include the following sections, organized as indicated here:

SECTION I - Proposal Letter (Please Attach as Response File)

- The proposal letter included herein as ATTACHMENT 'B' to this RFP must be signed by a person or persons authorized to legally bind the PROPOSER to enter into the contract.

SECTION II - Qualifications of Firm (Please Attach as Qualifications Section File)

- In responding to the Qualifications Section, the PROPOSER must follow the specific format and order identified below. The PROPOSER's proposal must respond to each of the following 4 items in the order as shown and with each response being numbered to the corresponding item:
 - Item #1. Name and address of firm.
 - Item #2. Name(s) of Principal(s) of firm and name of Project PROPOSER (individual responsible for the day to day management of the Project).
 - Item #3. Experience of the designated Project PROPOSER, including projects managed and number of years worked for the proposing firm.

In relation to the Project, describe role of Principal(s) identified in Item #2.

- Item #4. Experience of PROPOSER (firm) in providing requested scope of services, specifically referencing any governmental project(s) as described in the Request for Proposal document (RFP), including those constructed that are similar in size and type to this Project. Include the date of the project, project budget and contact person and phone number for that agency who can provide information regarding the PROPOSER's work.

SECTION III – Cost Section

- Each PROPOSER'S Cost Section must include the following items as described below:

- Proposal Fee**

The PROPOSER shall provide a lump sum, fixed amount **Proposal Fee** for the Survey and Preparation of Documentation phases of the Project. The **Proposal Fee** shall provide a breakdown of the fee.

The tables below depict the format for presenting the **Proposal Fee**:

| Description | Lump Sum Proposal Fee |
|--|-----------------------|
| Site Investigation & Material Sampling | \$ |
| Material Lab Analyses | \$ |
| Preparation of Documentation | \$ |
| TOTAL | \$ |

- Schedule of Hourly Billing Rates**

In addition, the Cost Section for this Project shall include a **Schedule of Hourly Billing Rates** (Schedule) for the various levels of staff who may participate in the Project, should the need for extra services be increased. These fees will be considered when evaluating award of the contract. No additional mark up will be allowed on fees quoted.

- Reimbursable Expenses List**

In the Cost Proposal, the PROPOSER shall also provide a **Reimbursable Expenses List** (List). The List shall include those

items the PROPOSER will submit as part of their work on the Project. Said List shall identify the reimbursable item and associated cost. No overhead and markup will be allowed on reimbursable items. Travel, phone calls, faxes and delivery charges shall be included in the Proposal Fee. If the City orders special overnight delivery, the charges will be reimbursed at the documented cost.

All prints and reproduction charges for documents used by PROPOSER and their consultants and for "in house" use are included in Proposal Fee. This includes prints and back up materials for pay requests, City check sets, progress sets, presentation prints and colored renderings and all plans required for agency plan checks. City shall pay for reproduction of documents ordered by the City for bidding, construction and other City use. Reimbursable prints and reproductions will be at local competitive rates, as determined by City. The City, at its' sole option, may have prints made directly with their own blueprint company.

PROPOSER shall not be reimbursed for travel expenses associated with work on this Project unless the City specifically authorizes certain out-of-town travel. Travel to clients' offices is not considered "out of town".

The City's payment terms are 45 days from receipt of an original invoice and City acceptance of the quantity and quality of the services being billed.

In addition to those mentioned above, the following submittal forms must be included with the proposal and uploaded as identified in the Documents/Attachments tab online. The forms shall be prepared using the copies provided in these RFP documents, or on legible photocopies. Proposals that are partial, incomplete or modified in form or substance from what is requested in the forms may be considered non-responsive. PROPOSERS shall initial all interlineations and revisions to entries. Failure to do so may render the proposal incomplete and non-responsive.

PROPOSERS' authorized signatory must review, complete, sign and submit the following forms with its proposal online:

7.0 EVALUATION OF PROPOSALS

7.1 Basis of Award

7.1.1 Any proposals submitted in response to this RFP will be evaluated according to the evaluation criteria stated herein. The evaluation criteria may only be modified by written addendum to the RFP.

7.1.2 If awarded, a contract award(s) will be made to the PROPOSER(S) earning the highest total evaluation score based upon the proposal evaluation criteria detailed under the terms of the RFP.

7.2 Minimum Qualifications

7.2.1 PROPOSER must be a responsible firm that has been in continuous existence and has provided continuous services for the relevant requirements contained herein for at least five (5) years. Less than the minimum required experience will eliminate that PROPOSER from further consideration.

7.2.2 PROPOSER must have the staffing resources to provide the services required for the general scope of work outlined in the proposal.

7.2.3 PROPOSER must have municipal community engagement experience.

7.3 Evaluation Criteria

PROPOSER's proposal shall be evaluated based upon the following criteria:

7.3.1 Evaluation Criteria - **100** total points possible.

- **Qualifications of Firm (25 points max.)**

Experience in performing work similar in nature and/or related to the work described in the General Statement of Work; experience working with public agencies, strength and stability of the firm; appropriateness of personnel to their assigned work tasks; logic of project organization; adequacy of labor commitment.

- **Qualifications of Personnel (25 points max.)**

Qualifications and previous experience of personnel; key personnel's level of involvement in performing related work cited in "Qualifications

of the Firm" section; concurrence in the restrictions on changes in key personnel.

- **Approach and Understanding (25 points max.)**

Depth of PROPOSER's understanding of the General Scope of Work; CITY's requirements; overall quality of proposal.

- **Cost (25 points max.)**

Reasonableness of the total price as provided in the schedule of fees.

8.0 DEBRIEFINGS

If requested, oral debriefings may be given to unsuccessful firms. Debriefings will only occur after an award of the subject contract has been authorized by the CITY.

ATTACHMENT "A"

SAMPLE CONTRACT

CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

This Agreement is made on this #th day of Month, 2015, 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 XYZ Corporation, 1500 Main Street, City CA 90000 (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. The CITY proposes to contract for professional services as outlined below;
- B. The CONTRACTOR 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 CONTRACTOR, mutually agree as follows:
1. **SERVICES.** The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall be compensated in an amount not to exceed \$#,##0 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 CONTRACTOR shall be paid within thirty (30) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR 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, (City Staff Person) shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.
 - 5.2. **Manager-in-Charge.** For the CONTRACTOR, S. Jones shall be in charge of the project on all matters relating to this Agreement and any

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

agreement or approval made by her/him shall be binding on the CONTRACTOR. 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 CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 5.4. **Personnel.** The CONTRACTOR 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 CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

7. **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

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

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.
- 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.

8. INSURANCE REQUIREMENTS.

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

8.1.1. **Workers' Compensation Coverage.** The CONTRACTOR shall maintain Workers' Compensation Insurance and

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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.

This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement. If the CONTRACTOR has no employees for the purposes of this Agreement, the CONTRACTOR 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.** 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.
- 8.1.3. **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 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.
- 8.1.4. **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

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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.

8.2. **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.

- 8.2.1. "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."
- 8.2.2. 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.
- 8.2.3. 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.
- 8.2.4. 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.
- 8.2.5. 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.

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- 8.2.6. 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.
- 8.2.7. 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.
- 8.2.8. 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.
- 8.3. **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."
- 8.4. **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.
- 8.5. **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.

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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 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.
10. **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.
- 10.1. **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.
- 10.2. **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.
- 10.3. **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 CONTRACTOR represents and warrants

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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.

11. **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.
12. **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.
13. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
14. **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.
15. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except

**CITY OF WEST HOLLYWOOD
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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.

16. **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.
17. **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: _____

CONTRACTOR: XYZ Corporation
1500 Main Street
City, CA 90000

Attention: _____

18. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
19. **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,

**CITY OF WEST HOLLYWOOD
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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.

20. **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.
21. **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.
22. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR 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.

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IN WITNESS WHEREOF, the parties have executed this Agreement the #th day of Month, 2015.

CONTRACTOR: XYZ Corporation

J. Smith, President

CITY OF WEST HOLLYWOOD:

Department Director

Paul Arevalo, City Manager

ATTEST:

Yvonne Quarker, City Clerk

Exhibit A

Scope of Services:

Time of Performance:

Special Payment Terms:

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.

Contractor Signature _____

Printed Name of Contractor _____

Date _____

ATTACHMENT "B"

PROPOSAL LETTER

SUBMIT ONLINE

City of West Hollywood
8300 Santa Monica Blvd.
West Hollywood, CA 90069

SUBJECT: REQUEST FOR PROPOSAL – HYDROLOGY INVESTIGATION AND SURVEY SERVICES

In response to the above referenced Request for Proposals (RFP) and in accordance with the accompanying Instructions to PROPOSERS and Submittal Requirements, we the undersigned hereby offer to perform and complete the work as required in the Contract Documents.

If recommended for contract award, _____ will provide to the CITY all required Certificates of Insurance. The proposal submitted in response to subject RFP shall be in effect for 90 days after the proposal due date.

Further, the undersigned agrees to execute the CITY prepared Contract and provide all required Certificates of Insurance within ten calendar days after receipt of Notice of Award. The PROPOSER represents that the following person(s) are authorized to negotiate on its behalf with the CITY in connection with this RFP and will provide appropriate evidence of authorization upon request:

| | | |
|--------------|-------|-------|
| Printed Name | Title | Phone |
|--------------|-------|-------|

| | | |
|--------------|-------|-------|
| Printed Name | Title | Phone |
|--------------|-------|-------|

| | | |
|--------------|-------|-------|
| Printed Name | Title | Phone |
|--------------|-------|-------|

In addition to the formal certifications provided, the PROPOSER certifies that it has:

- A. Examined and is fully familiar with all of the provisions of the RFP Documents and any amendment thereto;
- B. Satisfied itself as to the requirements of the Contract;
- C. Carefully reviewed the accuracy of all statements shown in this Proposal;
- D. Examined the experience, skill and certification (if any) requirements specified in the Statement of Work and that the entities (PROPOSER, Sub PROPOSER) performing the work fulfill the specified requirements; and,

PROPOSAL LETTER

- F. Satisfied itself with respect to other matters pertaining to the RFP which in any way affect the performance of the Work.

- G. Unless otherwise noted within this letter, the proposal has been submitted without exception and all CITY Contract Terms and Conditions are acceptable to the PROPOSER. Noted exceptions will be evaluated for responsiveness and significance, and the CITY may initiate discussions with the selected firm to clarify or resolve such exceptions. It is understood that if it is not in the best interests of the CITY to accept proposed exceptions, notice will be provided to the PROPOSER to accept the Terms and Conditions as stated in the RFP, or be eliminated for further consideration.

Exceptions (if any/use additional pages if necessary): _____

The undersigned hereby agrees that the CITY will not be responsible for any errors and/or omissions in the Proposal.

The undersigned acknowledges receipt, understanding and full consideration of the following amendment to the RFP Documents:

Amendment/Addendum No(s):

| <u>No.</u> | <u>Date</u> | <u>Initials</u> |
|------------|-------------|-----------------|
| _____ | _____ | _____ |

The PROPOSER further certifies that:

- A. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms; and

- B. The Proposal is made without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

PROPOSAL LETTER

C. Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.

PROPOSER's Name: _____

Business Address: _____

PROPOSER's License No. and Classification Type: _____

License Expiration Date: _____

Phone(s): _____

e-mail address: _____

Signature of Authorized Official: _____

Type or Print Name: _____

Title: _____

Date: _____

NOTARY

Subscribed and sworn before me
this _____ day of _____, 2015.

(SEAL)

Notary Public in and for
the State of California

My Commission Expires: _____

ATTACHMENT "C"

PROJECT LOCATION MAP

WEST HOLLYWOOD PARK
West Hollywood, CA 90069

