

CITY OF WEST HOLLYWOOD  
REQUEST FOR QUALIFICATIONS  
ENVIRONMENTAL REVIEW SERVICES  
Issued: March 21<sup>ST</sup>, 2017



**REQUEST FOR QUALIFICATIONS**

**ON-CALL  
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)  
REVIEW SERVICES**

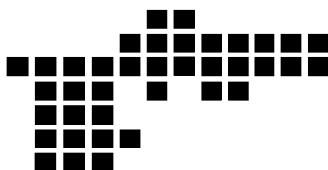
**ISSUED BY:**

**THE CITY OF WEST HOLLYWOOD  
8300 Santa Monica Boulevard  
West Hollywood, CA 90069**

**John Keho, Assistant Director  
Administrative Division  
Community Development Department**

**RESPONSES DUE:**

**WEDNESDAY, APRIL 12<sup>TH</sup>, 2017 AT 5:00 P.M.**



City of West Hollywood  
California 1984

**REQUEST FOR QUALIFICATIONS  
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)  
REVIEW SERVICES  
IN THE CITY OF WEST HOLLYWOOD**

The City of West Hollywood as AGENCY, invites submissions of qualifications for California Environmental Quality Act Review Services to be received only by submitting electronically at:  
<http://www.weho.org/city-hall/city-departments/public-works/public-works-proposals>.

**The Procurement Schedule is as Follows:**

- March 21, 2017 Request for Proposal released
- March 28, 2017 Deadline for Requests for Clarification /ask questions – 1:00 p.m.
- March 30, 2017 Questions answered
- April 12, 2017 Deadline for Proposal Submission – 10:00 a.m.
- April/May 2017 Review, Interviews and Selections made

The City of West Hollywood (CITY) is seeking qualified firms to create a list of approved vendors that will provide CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) REVIEW SERVICES on an on-call basis as needed for development applications received by the Planning Division, and City Projects. As each application requiring CEQA services are received by the City, the selected firms on the list shall be requested by the City to provide a bid on the specific project. Firms selected will be on the list of approved vendors for no less than 3 calendar years.

Copies of the specifications are available at no cost from the City of West Hollywood website  
<http://www.weho.org/city-hall/city-departments/public-works/public-works-proposals>.

**Minimum Qualifications**

Contractor 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.

Contractor must have currently licensed staffing resources to provide the CEQA Review Services required for the scope of work outlined in the specifications.

Contractor's team shall hold clear and valid professional license (if any) to create Environmental Impact Reports, Initial Studies, Mitigated Negative Declarations and Negative Declarations in the State of California in accordance with the State of California Section 5615 of the Business and Professions Code. In addition, all professional staff and sub-contractors shall be appropriately licensed be in the State of California. Contractor must have municipal community engagement experience.

**Evaluation Criteria**

- Qualifications of Firm
- Qualifications of Personnel
- Approach and Understanding of the Scope of Work
- Cost of Services (boiler plate costs)

**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 of West Hollywood 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.

Point of contact for this project is Assistant Director John Keho at 323-848-6400 or via email at [jkeho@weho.org](mailto:jkeho@weho.org).

BY ORDER OF the City of West Hollywood.

By: \_\_\_\_\_  
City Clerk

## TABLE OF CONTENTS

### ITEM/SECTION

- I. INTRODUCTION
  - II. BACKGROUND
  - III. SCOPE OF SERVICES
  - IV. CONSULTANT QUALIFICATIONS
  - V. RFQ SUBMITTAL REQUIREMENTS
  - VI. PROCUREMENT SCHEDULE
  - VII. SUBMITTAL REQUIREMENTS
  - VIII. EVALUATION OF PROPOSALS
  - IX. DEBRIEFINGS
  - X. GENERAL SCOPE OF SERVICES
- APPENDIX A – SAMPLE CONTRACT

CITY OF WEST HOLLYWOOD  
REQUEST FOR QUALIFICATIONS  
ENVIRONMENTAL REVIEW SERVICES  
Issued: March 21<sup>ST</sup>, 2017

**I. Introduction**

The City of West Hollywood is seeking Statements of Qualifications (SOQs) from Environmental Consulting firms for on-call environmental review services. Through this Request for Qualifications (RFQ), the City will select one or more qualified consultants (“Consultant Bench”) with which the City may contract to provide services related to a project on an as-needed basis.

The purpose of the RFQ is to select a bench of consultants to provide technical expertise in the field of Environmental Consulting. In establishing a bench under this RFQ, the City is seeking to qualify individual firms rather than a consultant team comprising of a prime consultant and subconsultant(s). Consultants may add additional specialty subconsultant(s), as needed later, for specific task order assignments.

The selected consultant(s) will work closely with staff to conduct various studies and analysis. The City anticipates entering into an agreement via a bench contract with the selected firm(s) based on a negotiated fee. Work is not guaranteed but as the need for professional services arises, the City will contact the firm(s) to negotiate a scope and fee for the specific work tasks.

This RFQ describes the consultant qualifications to be evaluated, outlines City expectations, explains the review and selection process, and lists the submittal date for the qualifications statements.

**II. Background**

The City of West Hollywood was incorporated in late 1984. It is a General Law City with a Council/Manager form of government. The City is also a contract city, which contracts out many of its public services. The City has approximately 210 full-time and about 30 part-time employees. Its operating budget is approximately \$90 million. The City fiscal year begins on July 1 and ends on June 30.

The City is 1.9 square miles in size, and is located approximately nine miles west of downtown Los Angeles. The City of West Hollywood shares borders with the City of Beverly Hills on its west side and encompassed by the City of Los Angeles on all other sides. Development in the City generally occurred over the last 70 years, with the large amount occurring pre-incorporation under the jurisdiction of unincorporated Los Angeles County, and a resurgence of development within the recent 10 years.

From time to time, the City of West Hollywood Community Development Department has development projects that require the preparation of CEQA documentation, such as a Negative Declaration (ND), Mitigated Negative Declaration (MND), or Environmental Impact Report (EIR), that cannot be prepared by City staff due to time constraints or the complexity of the project specific issues. For the last 30 years the City has held professional services agreements with environmental consulting firms to assist in CEQA analysis and document preparation for individual projects. Consequently, the City desires to obtain consultant services for a broad range of

CITY OF WEST HOLLYWOOD  
REQUEST FOR QUALIFICATIONS  
ENVIRONMENTAL REVIEW SERVICES

Issued: March 21<sup>ST</sup>, 2017

environmental review work. This work will be concentrated primarily on preparation of CEQA-required reports associated with proposed development projects (EIRs, MNDs, NDs), and associated technical studies.

Also, from time to time, the City may also desire expert review, as City's agent, of environmental documents for proposals in adjoining or nearby jurisdictions, as well as mitigation compliance monitoring and reporting, and other expert environmental review and reporting work.

The approximate aggregate annual volume of environmental review and assessment work administered through the Planning Division is \$550,000.

This component will be awarded to one (1) or more qualified respondent firms, with work divided among them. The selection process will reset in 3 years. The work will be assigned on an as-needed basis for a variety of projects and programs.

**III. Scope of Services**

A. The specifics for each project will vary based on the pertinent issues, but generally the consultant would be expected to perform the following tasks:

1. Prepare all environmental documents and notices in the manner required by CEQA and the CEQA Guidelines, including, but not limited to: Initial Studies; Draft NDs, MNDs and EIRs; Final NDs, MNDs, and EIRs; and Notices of Preparation, Intent, and Determination.
2. As necessary, prepare any technical studies needed to complete the environmental review (e.g., geotechnical reports, traffic impact reports, biological assessments and other studies).
3. May prepare all notices and file (including fees) with the Los Angeles County Clerk and/or the State Clearinghouse.
4. May attend project hearings before the Planning Commission and City Council.
5. Peer review of technical reports prepared by other consultants, including, but not limited to: air quality studies, cultural resources surveys, biological assessments, geotechnical reports, traffic impact reports, visual impact analyses, noise studies, and hydrological studies.
6. Work under the supervision of the Community Development Department during the completion of the environmental work.

B. Consultant(s) shall execute a professional services agreement with the City of West Hollywood. Insurance requirements are as follows:

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

- a) **Workers' Compensation Coverage.** The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition,

CITY OF WEST HOLLYWOOD  
REQUEST FOR QUALIFICATIONS  
ENVIRONMENTAL REVIEW SERVICES  
Issued: March 21<sup>ST</sup>, 2017

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.

- b) **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.
- c) **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.
- d) **Professional Liability Coverage.** The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or sub-consultants. 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.

**IV. Consultant Qualifications**

The City expects the successful firm(s) to demonstrate experience in the following areas:

- A. Representation of local governments in the environmental review of development project applications, to include all aspects of environmental impact review per CEQA and the CEQA Guidelines, preparation and/or review of pre-application studies, preparation of cumulative impacts analyses, and development of alternative design recommendations, and NEPA knowledge/experience.

CITY OF WEST HOLLYWOOD  
REQUEST FOR QUALIFICATIONS  
ENVIRONMENTAL REVIEW SERVICES  
Issued: March 21<sup>ST</sup>, 2017

- B. Preparation and review of all manner of CEQA documents, to include Initial Studies, Environmental Impact Reports, Mitigated Negative Declarations, and Negative Declarations.
- C. Also desirable, may represent in the monitoring and enforcement of environmental mitigation requirements imposed as part of development project approvals.
- D. Preparation of comprehensive site assessment reports regarding biological resources, geologic conditions, wetlands and hydrology, noise, etc., as necessary to fulfill CEQA and/or agency permitting requirements.
- E. Experience with preparing and conducting workshops.
- F. Presentation of findings in a public meeting forum.

The successful firm(s) must also be able to perform the following tasks:

- G. Conduct surveys and inspections in the field in an urban environment;
- H. Prepare and review various CEQA documents, to include Environmental Impact Reports, Mitigated Negative Declarations, and Negative Declarations;
- I. Conduct CEQA compliance monitoring and reporting;
- J. Testify at public hearings in regards to environmental conditions and/or impacts associated with proposed development projects
- K. Prepare permit documents, as necessary, for the US Army Corps of Engineers (Section 404), California Department of Fish and Wildlife, NHPA Section 106, and other regulatory agencies;
- L. Mapping site data using ArcVIEW GIS, and Adobe Creative Suite (or similar software);
- M. Strong skills in writing and oral communication;

**V. RFQ Submittal Requirements**

- A. Format – responses to this RFQ should not exceed thirty (15) pages total, excluding resumes. Pages should be numbered and a table of contents must be included. The structure of the SOQ shall conform to the outline listed below.
  - 1. Cover Letter. The cover letter must be signed by a person authorized to negotiate and execute contracts on behalf of the consultant team. It should convey a clear understanding of the requirements and objectives, and why this team is uniquely qualified to be awarded a contract.
  - 2. Name, address, phone number and email of primary contact
  - 3. Firm's Qualifications. Summary of overall qualifications and experience of the Firm, especially municipal work.
  - 4. Proposed Consultant Team. Identify key personnel who will be assigned to the project, their responsibilities, qualifications and/or resumes.



CITY OF WEST HOLLYWOOD  
REQUEST FOR QUALIFICATIONS  
ENVIRONMENTAL REVIEW SERVICES  
Issued: March 21<sup>ST</sup>, 2017

5. Technical Approach. A description of the techniques and methodologies that the consultant is prepared to employ.
6. Fee Schedule. This section should identify the billing rates for listed personnel, as well as other costs or expenses that would be charged in conjunction with the work.
7. References. The names, addresses, and telephone numbers of three (3) former clients within the last five (5) years who have contracted with the consultant for services similar to those described in this Request for Proposals. Also provide a short description of a project that was successfully completed by the team for the referenced client.
8. Samples of Work. Please include samples of past work, to include at least one IS-ND, one IS-MND, one Draft EIR, and one Final EIR.

B. Submission

Proposals must be received through the City's electronic proposal process on or before **Wednesday, April 12<sup>TH</sup>, 2017; 5:00 PM**

**VI. Statement of Qualifications (SOQ) Evaluation**

- A. The Due date and anticipated schedule for selection are as follows:

**Submissions Due: Wednesday, April 12<sup>TH</sup>, 2017; 5:00 PM**  
**Final Date to submit questions: Tuesday, March 28<sup>ND</sup>, 2017; 5:00 PM**  
**City to respond to questions: Thursday, March 30<sup>TH</sup>, 2017**  
**Consultant Interviews: throughout April, 2017**  
**Selection of Consultants: Before May 1<sup>ST</sup>, 2017**

**Miscellaneous**

- All costs of the RFQ preparation shall be borne by the applicant.
- The City reserves the right to extend the RFQ submission deadline.
- The City reserves the right to reject all or any of the submissions it receives.
- The City reserves the right to withdraw or modify this RFQ, and to refrain from awarding contracts altogether.
- The City reserves the right to request additional information during the RFQ evaluation process.

B. Selection Criteria

Pursuant Sections 4525 – 4529 of the Government Code of the State of California, the consultant's selection will be based on qualifications. A selection committee, established by the City, will review the SOQs received by the deadline below, develop a short list of qualified firms. Depending upon the relative quality of the proposals, the City may invite short listed firms to interview with City staff. The City reserves the right to reject any and all proposals.

CITY OF WEST HOLLYWOOD  
REQUEST FOR QUALIFICATIONS  
ENVIRONMENTAL REVIEW SERVICES

Issued: March 21<sup>ST</sup>, 2017

Selection of the consultant(s) will be based upon the quality of the submittal, including comprehensiveness and responsiveness to the requirements of this RFQ. The City wants to be assured that the selected consultant has the technological capabilities to perform work effectively, efficiently and to high standards. The submittals will be evaluated based on the criteria outlined in the submittal requirements, and scored as follows:

1. Experience. The consultant's general experience working on CEQA documents; experience with municipal clients; experience working in City of West Hollywood (or communities with similar demographics); familiarity with local conditions and issues.
  2. Personnel and Project Management Qualifications. The background, experience and qualifications of individual team members are a key element for consideration. The designated project manager(s) should possess experience with similar projects.
  3. Understanding of the Work. The City will be looking for a clear and concise understanding of the proposed services required.
  4. Product. The City will evaluate the description of the product the consultant intends deliver to the City and samples provided of similar work. Sufficient detail should be included for the reviewer to determine if the City's expectations will be completely addressed. This will clarify further the consultants understanding of the project and all of the components necessary to produce a legally defensible document in a timely manner.
  5. Cost. The City desires quality CEQA products that meet the planning needs of the community while also managing cost; consultant's effectiveness of creating the needed documents while managing a project budget will be carefully considered.
  6. Approach and Methodology. The methodology proposed should be consistent with the California Environmental Quality Act. SOQs will be evaluated on the approach to completing the program contained in your SOQ.
- C. Award of Contract – The selected firms shall be required to enter into a written agreement on individual projects as needed with the City of West Hollywood in a form approved by the City Attorney of the City of West Hollywood.

The contract will be issued by the City of West Hollywood. A sample of the City's standard Professional Services Agreement is attached.

The standard agreement should be reviewed prior to submitting the SOQ, and questions and comments on the agreement should be included with the submittal.

END OF REQUEST FOR QUALIFICATIONS

**CITY OF WEST HOLLYWOOD**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made on this \_\_\_th day of \_\_\_\_\_, 2016, 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 Company, 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:
  2. **SERVICES.** The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.
  3. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on June 30, 20\_\_ unless extended in writing in advance by both parties.
  4. **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.
  5. **PAYMENT FOR SERVICES.** The CONTRACTOR 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 CONTRACTOR shall be paid within forty-five (45) 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.
  6. **CONTRACT ADMINISTRATION.**
    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 CONTRACTOR shall be coordinated with this person.
    2. **Manager-in-Charge.** For the CONTRACTOR, \_\_\_\_\_ 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 CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.
    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.

**CITY OF WEST HOLLYWOOD  
AGREEMENT FOR PROFESSIONAL SERVICES**

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

For purposes of this paragraph:

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

**9. INSURANCE REQUIREMENTS.**

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:
  - a) **Workers' Compensation Coverage.** The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

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."
  - b) **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.

- c) **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.
  - d) **Professional Liability Coverage.** The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.
2. **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.
- a) "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."
  - b) 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.
  - c) 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.
  - d) 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.

**CITY OF WEST HOLLYWOOD  
AGREEMENT FOR PROFESSIONAL SERVICES**

- e) 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.
  - f) 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.
  - g) 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.
  - h) 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.
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.
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.
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.
10. **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.

11. **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.
  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.
  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.
  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 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.
12. **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.
13. **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,



**CITY OF WEST HOLLYWOOD  
AGREEMENT FOR PROFESSIONAL SERVICES**

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.

14. **LIVING WAGE ORDINANCE.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.
15. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of contractor's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.
16. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
17. **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.
18. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and work papers, 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.
19. **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.

**CITY OF WEST HOLLYWOOD  
AGREEMENT FOR PROFESSIONAL SERVICES**

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 Blvd.  
West Hollywood, CA 90069-6216

Attention: \_\_\_\_\_

**CONTRACTOR:**

Organization Name

Street Address, City State ZIP

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 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.

**CITY OF WEST HOLLYWOOD  
AGREEMENT FOR PROFESSIONAL SERVICES**

IN WITNESS WHEREOF, the parties have executed this Agreement the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR:

\_\_\_\_\_  
Name, 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:**

Include specific tasks, in-person meetings, interim work products (if any) and at least one final work product (e.g., a report or memo).

**Time of Performance:**

Include a schedule or timeline for delivering interim and final work products. May include specific dates or the number of weeks (e.g., within 30 days of project initiation).

**Special Payment Terms:**

NONE

(only if additional to section C.4. on page 1)

E.g., include a pricing sheet or hourly rate, if required or implied. Otherwise, state "None".

CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

Exhibit A

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 \_\_\_\_\_