

**REQUEST FOR PROPOSALS
FOR
PROFESSIONAL TRANSPORTATION SERVICES
FOR CITYWIDE TRAFFIC AND TRANSPORTATION STUDY
IN THE CITY OF WEST HOLLYWOOD**

Introduction and Background

The City of West Hollywood is preparing a Citywide Traffic and Mobility Study (CTMS) to address automobile traffic congestion as well as pedestrian, bicycle mobility. The proposed CTMS would evaluate the City's current multi-modal transportation network's performance and develop a transportation sustainability plan that address traffic in the context of current and future mobility needs and options as it relates to current and new land uses, policies, State regulations, and the goals of the City's Climate Action Plan.

The City of West Hollywood is a highly urbanized, corridor city, encompassing 1.9 square miles with a population of 36,000. With over 18, 000 people per square mile it is one of the densest cities in the United States. The City of West Hollywood is bordered by the City of Los Angeles and the City of Beverly Hills, and serves as a key thoroughfare for Westside vehicle travel. Santa Monica and Sunset Boulevards carry over 50,000 vehicles daily through West Hollywood. The City's other primary arterials carry an average of 35,000 vehicles.

The CTMS will serve as an important document in addressing the City's mobility vision and goals identified the City General Plan. It will identify and evaluate options for addressing auto congestion. The CTMS will incorporate improvements identified in the City's pending Pedestrian and Bicycle Mobility Plan, to meet targets identified the adopted Climate Action Plan while meeting Federal and State emission thresholds. It will also identify funding opportunities for improvements and programs vital to the City's mobility needs.

Transportation is a complex issue for the City as well as the region. In addition to traffic generated by uses within our City, West Hollywood is also impacted by regional traffic as well. A large percentage of trips neither start nor end in the City. During peak commute periods, our roadway network accommodates a high volume of local and regional traffic. During evenings and weekends, being a regional entertainment destination, our City also draws an enormous amount of visitor traffic as well.

While auto traffic congestion is a major concern, recent efforts to promote alternative modes of transportation have resulted in increases in biking, walking and transit usage. For the long term planning of our transportation system, it is important to consider not only physical improvements but also consider planning and parking policies, State regulations and emerging transportation technologies such as Transportation Network Companies (TNC) such as Uber and Lyft.

Scope of Work

The following outlines the general framework of the scope of work. Based on the following, please prepare a refined scope of work detailing approach, methodology, recommendations to achieve the products outlined.

Task 1 - Update the City's Transportation Demand Management (TDM) program

Update the City's Transportation Demand Management (TDM) program addresses alternative travel incentives and requirements for both commercial and residential uses. The City has received grant funding from the Strategic Growth Council to develop an update to the current TDM Ordinance. This effort was initiated in May of 2016 but work was suspended. The initial meetings with the TDM Working Group provided valuable input from stakeholders and the delay provided an opportunity for the City to rework the scope of work. This task includes development of a city Travel Behavior Model (TBM) to help assess travel, trends and behavioral

patterns through the use of “Big Data” which utilizes GPS data from mobile devices. This phase of the study identifies current travel and behavioral patterns by types (local and regional) and by uses (residential and commercial).

The TBM will be based on the SCAG’s Regional Transportation Plan (RTP) travel demand model. Some of the technical elements of the TBM to include:

- Develop traffic analysis zone system (TAZs)
- Identify trip purposes and trip generation rates
- Roadway network detail and coding (base year and future year)
- Model calibration (trip generation, distribution, through trips, trip assignment etc.)
- Model validation (traffic volumes and Vehicle Miles Traveled)

The City of West Hollywood is relatively small but the City has distinct districts that function uniquely in terms of travel patterns and parking needs. The existing TDM Ordinance is a “one-size fits all” approach that does not take into consideration the difference in travel patterns unique to the districts. In order to create a customized TDM plan, travel patterns to and from these districts should be identified. The TDM plan update proposes to develop customized TDM strategies for the five commercial districts that were identified in the General Plan:

1. Arts and Design District (Beverly and Melrose)
2. Santa Monica West District (Between Doheny and Havenhurst)
3. Santa Monica/Fairfax Transit District
4. Santa Monica/La Brea Transit District
5. Sunset Strip District

This task will include an analysis (quantitative and/or qualitative) of impacts from emerging vehicle trends and technologies including but not limited to transportation network companies (TNC), connected vehicles and automated vehicles.

Also included in this task is identification of TDM strategies for new residential uses and their unique travel patterns both local and regional.

Products: Citywide Travel Behavior Model, Citywide TDM Strategies by districts, TDM Ordinance, technical reports and memorandums. (Please note: products under this task has a final submission deadline of March 31, 2018).

Meetings: TDM Working Group – 5, Commission/Council – 4

Data Provided by City: Citywide Daily Traffic Counts (weekday and weekend). Citywide bicycle counts. Year 2016 land use data by parcels. Year 2035/2040 General Plan land use forecasts. Site trip generation studies (mix of various commercial sites in WEHO). Meeting notes from previous TDM Working Group.

Task 2 – Physical Roadway Improvements

Develop and evaluate existing and future forecasts of traffic/travel demand of the City relative to the region. Utilizing the Citywide Behavior Model developed in Task 1, travel demand forecast will incorporate regional traffic consistent with the Southern California Council of Governments’ (SCAG) latest Year 2016 and 2040 Regional Transportation Plan (RTP) forecasts.

This phase of the study will address current and future traffic demand and roadway infrastructure needs. Included in this task is the development of performance metrics including but not limited to level-of-service,

delay at major signalized intersections. Intersection analysis will take into account the City's current traffic signal synchronization/timing and planned new intersections. This phase will also address planned improvements to support bicycle, pedestrian and transit travel. Regional pass-through traffic impacts will also be identified including travel patterns and their impact on local roadway system.

As part of this task, develop cost estimates for the design and construction of proposed improvements. Also develop an annual transportation reporting program including performance monitoring.

Products: Identify roadway/signal improvements. Develop cost estimates. Develop an annual transportation report card and performance monitoring program. Technical reports and memorandums.

Meetings: Commission/Council – 4

Data provided by City – As-built plans, traffic signal timing data, West Hollywood Pedestrian & Bicycle Mobility Plan. Transit Study.

Task 3 – Traffic Impact Fee Program

This task of the CTMS includes an update to the City's Traffic Impact Fee program. The City's current traffic impact fee structure is based on costs associated with physical roadway improvements only. With little physical roadway improvements available, the fees are relatively low as compared to the level of traffic impact developments create. In addition to costs for physical improvements, the task shall take into account costs associated with the implementation and continuous monitoring of traffic reduction programs and strategies such as TDM strategies identified in Task 1. The fee update is an important element to the implementation of real transportation system improvements.

Products: Identify physical and program level improvements and costs. Technical reports and memorandums, nexus study, Traffic Impact Fee Ordinance.

Meetings: Community/Developer outreach – 5, Commission/Council – 4

Data to be provided by City:

Please include in proposal monthly staff-level team meetings throughout the duration of the contract.

Budget

Including SGC Grant funding, the total anticipated budget is between \$400,000 and \$500,000

The Request for Proposals (RFP) schedule

April 18, 2017	Date RFP issued
April 25, 2017	Deadline for requests for clarifications and questions
April 27, 2017	Deadline for City to respond to questions
May 3, 2017 4:00 pm	Deadline for proposal submission electronically. Any proposals received after this deadline will be considered to be ono-responsive
May 19, 2017	Depending on the number of responses, we may ask the top qualified proposals to come in for an interview.
May 22-25, 2017	Select Consultant and obtain documents for contract
June 19, 2017	City Council meeting to award contract

Request for clarifications and questions regarding this RFP

Proposers shall submit all questions or request for clarifications via the “Q&A” tab of the electronic proposal system at:

The deadline for submittal is April 25, 2017 at 4:00 PM. Any requests for clarification/questions received after this deadline will not be answered.

Right to Submitted Proposals

All proposals, inquiries, responses, or correspondence related to or in reference to this request for proposals, and all documentations submitted by a Firm will become the property of the City when received.

Format of the proposal

The proposal must include the following:

Cover Letter. Provide a cover letter.

Overview of the firm. Provide a brief summarized overview of the firm, experience in preparing similar types of projects, description of any special expertise, or abilities that the firm can utilize in the performance of services described herein.

Project Manager. Firms shall designate an individual who will be the primary performer of the services described herein. Describe the project manager’s responsibilities and in addition to providing a resume or the individual, explain why this person is qualified to be the Project Manager. If the Project Manager has specialized relevant training and/or expertise that will add to this project, describe it in this section. Include no more than two (2) relevant examples of the individual completing a recent project of similar size and scope that demonstrates his/her record of completion of projects on schedule and within budget.

Project team. Identify the members of the project team that will be performing the requested services. Describe the responsibilities of each member of this team and provide a table of organization delineating the responsibilities of each member. In addition to providing resumes for the individuals, explain why each person is qualified to complete the tasks assigned that team member. Mention any relevant training and/or expertise that the team member has towards completing the scope of work. Also identify members for work that will be subcontracted out, their responsibilities, qualifications, relevant training or expertise, and show how they fit into the project team.

Subcontracted work. If any portion(s) of the project will be subcontracted, provide the following information for the subcontractor(s):

- Firm's name
- Local office address and telephone number(s)
- Corporate or home office address and telephone number(s) (if applicable)
- Description of services the firm(s) will perform
- Firm's experience in providing this type of service

Scope of Work. The proposal shall describe the approach to be taken to complete each item the scope of work, and the designated team member(s) responsible for each item.

Fees. The Fee proposal shall be submitted for the consultant services included in the Scope of Work. All fees are to be quoted, based on a fixed hourly fee basis. Fee proposals are to be broken down into categories of work. The stipulated fee will be for all services rendered for the entire duration of that item.

Schedule. Provide a proposed schedule for the work to be completed. Identify milestones for progress and final submittals. Provide a realistic timeline to complete the scope of work. Please note: Task 1 (TDM Ordinance Update) deadline for final submittal of products by March 30, 2018.

Evaluation Criteria

- Qualification of the project firm/team and approach to providing the scope of work. (60%)
- Reference on previous project/city experience. (20%)
- Schedule of Fees (20%)

Award of Contract

The award of contract, if made, will be in accordance with the evaluation criteria provided in the RFP document. The City of West Hollywood reserves the right of 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 Vendor 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 deadline for submission of proposals. The City may at its discretion select more than one contractor to provided services, if it is in the best interest of the City.

Point of Contact

The City's primary contact for the Request for Proposals is Bob Cheung, Senior Transportation Planner, and can be reached at 323-848-6346, or by email at bcheung@weho.org. Communication or solicitation with other City of West Hollywood Officials or Employees regarding any aspects of this RFP is expressly prohibited and my result in disqualification.

Attachments:

- A. Sample Agreement for Professional Services
- B. Insurance Requirements

ATTACHMENT A

SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES

CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES

This Agreement is made on this [REDACTED]th day of [REDACTED], 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 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 June 30, 20[REDACTED] 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 \$[REDACTED] 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.
 5. **CONTRACT ADMINISTRATION.**
 - 5.1. **The CITY's Representative.** Unless otherwise designated in writing, [REDACTED], 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, [REDACTED], 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.

- 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, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the

foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

8. **INSURANCE REQUIREMENTS.**

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 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.

- 8.2. **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.
- 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.
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 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. **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.
14. **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.
15. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
16. **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.
17. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
18. **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.
19. **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
AGREEMENT FOR SERVICES**

City of West Hollywood
8300 Santa Monica Blvd.
West Hollywood, CA 90069-6216

Attention: _____

CONTRACTOR:

Organization Name
Street Address, City State ZIP

Attention: _____

20. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
21. **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.
22. **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.
23. **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.
24. **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 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 B

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

<i>TO:</i>	City of West Hollywood
<i>SUBJECT:</i>	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
INSURANCE REQUIREMENTS



REQUEST FOR EVIDENCE OF INSURANCE – PLEASE PROVIDE THIS TO YOUR INSURANCE AGENT FOR PROPER PROCESSING

Dear Vendor/Service Provider:

As part of your contract with the City of West Hollywood you are required to provide evidence of insurance coverage as outlined below. Kindly return your completed **ACORD Form Certificate of Insurance and the proper policy endorsements** to your City representative.

Certificate Holder: The City of West Hollywood
8300 Santa Monica Blvd.
West Hollywood, California 90069

Required Coverages & Endorsements:

- Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate.
- Automobile Liability with minimum combined single limit of \$300,000 (for owned, non-owned, hired, rented vehicles as necessary).
- Workers' Compensation Insurance as required by applicable law & Employers' Liability Insurance with minimum limits of \$1,000,000. Coverage waived if vendor is sole proprietor.
- The CITY OF WEST HOLLYWOOD, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds as their interests may appear (excluding Workers Compensation and Professional Liability).
***REQUIRES A POLICY ENDORSEMENT**
- Include a **Waiver of Subrogation Endorsement** for the following:
 - ✓ Commercial General Liability
 - ✓ Workers Compensation Coverage (waived if sole proprietor)***REQUIRES POLICY ENDORSEMENT(S)**
- Named insured must state their insurance is primary and non-contributory by policy endorsement.
***REQUIRES A POLICY ENDORSEMENT**
- Certificate should indicate a 30 day notice of cancellation or reduction in limits applies.

Please note: not providing the proper insurance documentation may delay the processing of your contract. Refer to your specific contract for additional terms and requirements as necessary.

RETURN INSURANCE DOCUMENTS TO YOUR CITY REPRESENTATIVE