

## REQUEST FOR PROPOSALS (RFP)

*Consultant Services for Development of Design Guidelines, and Neighborhood Evaluations for Development of Overlay Districts and Specific Design Guidelines*

### PROJECT DESCRIPTION

The City of West Hollywood invites qualified planning and urban design firms to respond to a Request for Proposal (RFP) to evaluate five R1 residential neighborhoods for possible creation of Overlay Districts and Design Guidelines addressing community needs.

The City of West Hollywood is dedicated to quality urban design, attractive architecture, and a high quality of life for residents. Five single-family residential neighborhoods are subject to the city's Zoning Code and general Residential Design Guidelines with no other specific controls on the design of new development. Generally defined, these neighborhoods are:

1. Lots zoned R1A fronting on South Doheny Drive between North La Colina Drive to the west and North Sierra Alta Way to the east;
2. Lots zoned R1C on Betty Way east of North Larrabee Street;
3. Lots zoned R1B in the area bounded by North Sweetzer Avenue on the west, Crescent Heights Boulevard on the east, West Willoughby Avenue on the south and Santa Monica Boulevard on the north;
4. Lots zoned R1B in the area bounded by North Genesee Avenue on the west, North Curson Avenue on the east, West Norton Avenue on the south, and West Hampton Avenue on the north; and
5. Lots zoned R1B in the area bounded by North Fuller Avenue on the west, North Formosa Avenue on the east, Santa Monica Boulevard on the south, and West Fountain Avenue on the north.

Please see Attachment 1 for the maps of the above R-1 zoning districts that will be evaluated as part of this scope of work.

In January 2017, after extensive community engagement, a Neighborhood Overlay District and Design Guidelines document were adopted for the Norma Triangle neighborhood. The extensive community engagement efforts there, alongside the West Hollywood West Neighborhood in a similar process, were essential to develop agreement about priorities for new development in those areas. Some residents have suggested that similar work could be done for the same purpose, and specially tailored to city's remaining R1 residential neighborhoods. This scope of work will also incorporate Recommendation 3.5 – Develop Residential Design Guidelines in the Eastside Community Priorities Plan, adopted by the City Council in 2017.

### PROJECT CONTEXT

The City of West Hollywood is highly urbanized, encompassing 1.9 square miles with a population of 34,399. With close to 18,000 people per square mile, it is one of the most densely populated cities in the United States. While the majority of the population resides in rental, multi-family properties, the city has a number of

distinctive single-family neighborhoods. The two largest—“WeHo” West and Norma Triangle—have each undergone extensive community input and subsequent creation of an overlay district with associated design guidelines document tailored to their needs. Five other R1-designated neighborhoods have yet to undergo this process, and are the subject of this project and RFP. A fair amount of variety exists across these neighborhoods in terms of location, overall area, lot size, architectural identity, and historic character. These factors, in combination with the level and focus of residents’ interests, will help determine the number, extent, and specifics of any new overlay district(s) and associated design guidelines.

## OVERLAY DISTRICT AND DESIGN GUIDELINES

**1. A Neighborhood Overlay District (NOD)** is a tool included in both the General Plan and the Zoning Code that enables replacement of certain Zoning Code standards in a particular neighborhood without affecting the entire city. The NOD would modify the development standards in the Zoning Code for the identified neighborhoods only. Elsewhere in the city, the Norma Triangle and WeHo West Neighborhood Overlay Districts offer examples of the creation and implementation of this tool.

**2. Design Guidelines for R1 Neighborhoods** would let designers know what is expected, while encouraging creativity. Design guidelines are the best tool to convey to homeowners, developers and architects the expectation for the high quality of overall design, mass, scale, proportions, and details. Architectural character and quality of materials are also best addressed through design guidelines.

## SUMMARY OF SCOPE OF WORK

This project will occur in two phases. Phase One involves research, survey of existing conditions, and community engagement in five small residential neighborhoods. Phase Two involves creation of a new baseline design guidelines document, plus creation of overlay districts and specific design guidelines for neighborhoods whose residents have established their interest in this protection. In all cases, final documents will be presented to and reviewed by the Planning Commission and approved by the City Council.

### Phase One

**Task 1. Background Review & Goals:** Meet with City staff to establish project goals and objectives and confirm the project schedule. Review relevant plans and policies, including: Norma Triangle Overlay District and Design Guidelines; WeHo West Overlay District and Design Guidelines; relevant sections of the Eastside Community Priorities Plan; Zoning Code; current Residential Design Guidelines; relevant sections of the General Plan adopted in 2011; and relevant design guidelines and Zoning Code provisions from other cities.

**Task 2. Existing Conditions Analysis:** Survey and document each of the five neighborhoods to get an understanding of important elements of its context and character.

**Task 3. Community Engagement:** Outreach is key to the success of the project. For each of the five neighborhoods, a meeting/workshop should be held to engage as many members of the community as possible. Additionally, other innovative online tools should be developed for the project providing useful information and engagement opportunities for those who are less comfortable or unable to attend a meeting.

## **Phase Two**

**Task 4. Baseline Design Guidelines:** Based on feedback garnered during Phase One as well as other relevant best practices, create a single, baseline set of design guidelines for single-family development (new, additions, and renovations) in all five remaining R1 zones in the City not covered under other similar documents. These will be general, and serve to replace the City's existing design guidelines for single-family dwellings.

**Task 5. Identify & Prioritize Options for Specific Neighborhoods:** Based on feedback garnered during Phase One, determine the number of new overlay districts and related, specific design guidelines documents to be created. (The possible number ranges anywhere from zero to five.) For this number of neighborhoods, analyze the General Plan and Zoning Code options to address specific neighborhood characteristics for protection and enhancement in an overlay district. Simultaneously develop design guidelines as a companion to Zoning Code changes, using the Norma Triangle and WeHo West Design Guidelines as a conceptual starting point. Conduct further, focused community engagement in the affected neighborhoods for feedback. Structural options for this work includes multiple stand-alone document products, or individual chapters appended to the new baseline design guidelines.

**Task 6. Presentation to Staff, Commission, and Council:** Planning Staff, Planning Commission, and City Council will hear presentations by the Consultant on its work at major milestones.

The project is anticipated to be conducted within two fiscal years, and the Consultant should present a strategy to phase the work effort.

## **MAJOR DELIVERABLES**

- 1) Community Outreach Program, including:
  - a) Meetings/Workshops/Presentations
  - b) Online engagement tools
  - c) Reports on Outreach Efforts
- 2) Baseline Residential Design Guidelines, including:
  - a) Report on overview of five remaining R1 residential neighborhoods
  - b) Written and Illustrated Design Guidelines draft (baseline)
- 3) Neighborhood Options
  - a) Draft report with recommendations for each neighborhood
  - b) Written and illustrated Zoning Code content drafts for neighborhood overlays (0-5)
  - c) Written and illustrated design guidelines drafts for designated neighborhoods (0-5)

- 4) Presentations
  - a) To Staff
  - b) To Planning Commission
  - c) To City Council

The Consultant’s presentation materials and final documents, and in particular the Design Guidelines, should be graphically appealing, accurate, concise, well-organized, and utilize appropriate graphics to provide easy-to-read and engaging reports and print materials that are easy to use online for both City staff and the community.

**PRELIMINARY PROJECT SCHEDULE**

April 27, 2018	RFP Released
May 2, 2018	RFP Questions Due
May 11, 2018	RFP Submissions Due
May 12-21, 2018	Consultant Selection and Contracting
July 2018	Project Kick-off
August 2018 – July 2019	Community Engagement, Draft Documents
August 2019	Commission Review
October 2019	Council Review and Adoption

Project dates may be revised, based on community feedback in individual neighborhoods

**CITY DATA AND RESOURCES**

The following items will be provided to the Consultant by the City of West Hollywood for use in preparing the policy document:

1. Norma Triangle Overlay District: <https://www.weho.org/home/showdocument?id=31557>
2. Norma Triangle Design Guidelines: <https://www.weho.org/home/showdocument?id=31555>
3. West Hollywood West Overlay District: <http://www.weho.org/Home/ShowDocument?id=17786>
4. West Hollywood West Design Guidelines: <http://www.weho.org/Home/ShowDocument?id=17788>
5. General Plan 2035: <http://www.weho.org/city-hall/city-departments/community-development/general-plan-2035/west-hollywood-general-plan-2035-and-west-hollywood-climate-action-plan>
6. City of West Hollywood Zoning Ordinance:  
<http://qcode.us/codes/westhollywood/view.php?topic=19&expand=1&frames=off>
7. Residential Design Guidelines (Current, General)  
[http://qcode.us/codes/westhollywood/view.php?topic=19-19\\_2-g\\_08&frames=off](http://qcode.us/codes/westhollywood/view.php?topic=19-19_2-g_08&frames=off)
8. Eastside Community Priorities Plan  
<https://www.weho.org/home/showdocument?id=35927>

## BUDGET

The City is most interested in obtaining a high-quality project based on realistic costs to produce the scope of work outlined in this RFP. Therefore, no fee has been set. The proposal costs will be a factor, but the cost will not be the ultimate deciding factor. The City may negotiate with the selected consultant to adjust costs where necessary, and depending on the number of overlay zones and design guidelines that will result from Task 1 of the scope of work.

## CONSULTANT SELECTION PROCESS

The following section outlines the requirements for submissions and the Consultant selection process.

### Proposal Questions

- There will be no pre-bid meeting for this proposal. Any questions regarding this RFP should be posted on the PlanetBids website by 5pm on Wednesday, May 2, 2018.
- All submitted questions and responses will be posted on the City website <http://www.weho.org/rfp> after the close of the question period and on PlanetBids.
- No questions regarding this RFP will be answered over the phone. Proposers that contact City personnel or City Council members after the City releases the RFP and throughout the evaluation period may have their proposals disqualified from consideration.

### Proposal Preparation Instructions

All proposals should be submitted electronically through the PlanetBids website only; no physical submittals will be accepted or considered. Proposals are due no later than Friday, May 11, 2018 at 4:00 pm. Proposers are required to upload one (1) digital copy (PDF of less than 10MB) of the submission to PlanetBids. Proposals received after this time and date will not be considered.

After a Consultant is selected, the Urban Designer will initiate final contract negotiations. If an agreement on the fee cannot be reached, the City reserves the right to end negotiations and enter into negotiations with another firm.

## PROPOSAL SUBMISSION REQUIREMENTS

In an effort to promote waste reduction and resource conservation, submittal shall not contain plastic bindings, plastic pages, or laminated pages. Double sided proposals are preferred; copies should be printed on recycled and/or FSC certified paper. Please avoid superfluous use of paper (such as separate title sheets, or chapter dividers and unnecessary attachments or documents not specifically requested). The proposal must be no longer than 20 pages (not including staff resumes) and include the following:

**A. Cover Letter:** Summarize why the Consultant is the best firm to complete the scope of work.

**B. Firm Qualifications:** Provide a brief overview of the firm(s) performing urban design, planning policy and/or design guidelines, their qualifications in working with various municipal departments, commissions, elected

officials, and community members, and a description of any special services, expertise, or abilities that the firm(s) can utilize in the performance of the services described herein.

**C. Firm Experience:** Describe experience related to urban design, neighborhood design guidelines, and/or policy planning projects, with projects of similar size and scope. Provide references for at least three (3) relevant projects.

**D. Project Leadership:** Designate the individual who will be the primary point person with City staff and oversee the scope of work. Describe the Project Leader's qualifications, outline their primary responsibilities, and provide examples of relevant projects of similar scope and size that demonstrate the Project Leader's ability to successfully oversee projects that are completed on time and within the budget.

**E. Project Team:** The Project Team should include planners, architects and/or urban designers with experience in outreach, planning policy and design guidelines. Provide an organization chart that identifies the key members of the project, their firm, title, and assigned role within the project team. Briefly summarize the major responsibilities of each team member and the primary tasks they will be working on. Include resumes for all team members that highlight relevant projects and qualifications to complete the tasks assigned. The City of West Hollywood reserves the right to accept the proposal team in full or to restructure teams as necessary for the best possible result.

**F. Approach and Work Plan:** Provide a written narrative describing the Consultant team's approach and work plan for completing the scope of work. On a per-phase and per-task basis, the narrative should identify the designated team member(s) responsible for completing the work, deliverables, number of meetings and number of staff to attend meetings, and the time frame for completion.

**G. Fees.** Submit a fee proposal for the Scope of Work that outlines the number of hours and fee associated with each phase, task (and subtask), and provide a list of hourly rates for all team members. Please break down as follows:

- Phase One: Tasks 1, 2, and 3
- Phase Two: Tasks 4 and 6
- Phase Two: Task 5 (provide a unit price for each neighborhood-specific effort)

## PROPOSAL EVALUATION CRITERIA

Submitted proposals shall be evaluated using the following key criteria:

- a. Firm experience and demonstrated ability to deliver high-quality, innovative work for relevant projects of similar complexity.
- b. Staff experience and demonstrated ability to work well with community groups, various municipal departments, and City staff.
- c. Demonstrated ability to provide clear and compelling presentations to community members, commission members, and elected officials.

- d. Demonstrated ability to deliver planning, urban design projects and/or design guidelines that exhibit excellent writing quality and use of high-quality graphic design that communicate clearly and are engaging and accessible to the general public.
- e. Completeness and clarity of proposal.
- f. References

The highest-ranking firm(s) may be asked to come in for an interview. After a Consultant is selected, the City will initiate final contract negotiation. If an agreement on the fee cannot be reached, the City reserves the right to end negotiations and enter into negotiations with another firm.

### **CANCELLATION**

The City of West Hollywood reserves the right to modify, revise or cancel this RFP. Receipt and evaluation of Proposals or the completion of interviews do not obligate the City to award a contract.

### **ACCEPTANCE OR REJECTION OF PROPOSAL**

The City may reject any or all responses.

The City reserves the right to reject any and all proposals when such rejection is in the best interest of the City or the proposal contains major irregularities. Minor irregularities of the proposal may be waived by the City. The City also reserves the right to cancel this RFP at any time and/or to solicit and re-advertise for other proposals. The cost of preparing any responses to the RFP shall be borne by the respondents and shall not be reimbursed by the City.

After review of the responses, a firm will be selected to submit a final proposal and enter negotiations. The qualifications, proposal and negotiations will be conducted by the Project Team.

### **UNIVERSAL ACCESS AND NON-DISCRIMINATION**

The City of West Hollywood has a long history of commitment to providing accessible programs and services to all citizens. In connection with the performance of this project, the selected Consultant, firm or team agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, color, religion, national origin, gender, gender variance, age, military status, sexual orientation, marital status, or physical or mental disability; and the Consultant, firm or team further agrees to insert the foregoing provision in all subcontracts for the Project.

### **SAMPLE BASIC CONTRACT**

It is important for Consultants to review Attachments 2 and 3 (Sample Draft Agreement for Services & Request for Evidence of Insurance) in this RFP. The contract is the City's standard contract for these services and will be used as a result of this selection process. Any requests for deviation or modification of the contract language should be clearly identified in the Proposal. Requests that are not submitted as part of the RFP response will not be considered at later date. Please note the City's mandatory Living Wage and Equal Benefits clauses.

### **VERIFICATION OF INFORMATION**

Consultants are hereby notified that the City will rely on accuracy and completeness of all information provided in making its selection. Consultants are urged to carefully review all information provided to ensure, clarity, accuracy, and completeness of such information. As the City deems necessary and appropriate in its sole discretion, the City reserves the right to make any inquiries or other follow-up required to verify the information provided.

### **CONFIDENTIALITY**

Prior to award of the Contract, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the Contract, or if not awarded, after rejection of all proposals, all responses will be regarded as public records and will be subject to review by the public.

Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

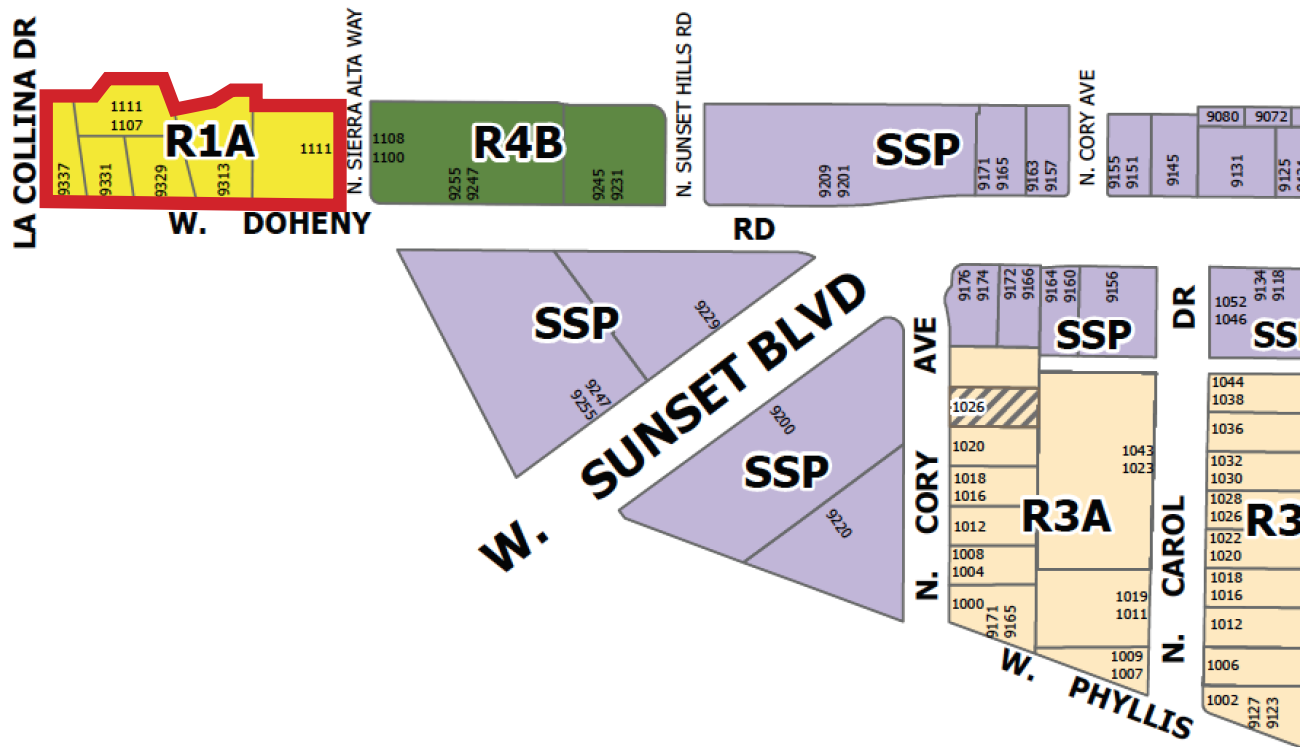
### **OWNERSHIP OF REPORTS AND DATA**

The originals of all studies, reports, exhibits, documents data and/or other work / material(s) prepared and/or used to comply with any section/condition of this RFP, plus any copies of same required by the Contract to be furnished to the City, shall be deemed to be public records which shall be open to inspection by the public and as such shall become and remain the property of the City.



# ATTACHMENT 1 - MAPS OF R-1 ZONING DISTRICTS THAT WILL BE EVALUATED AS PART OF THE SCOPE OF WORK

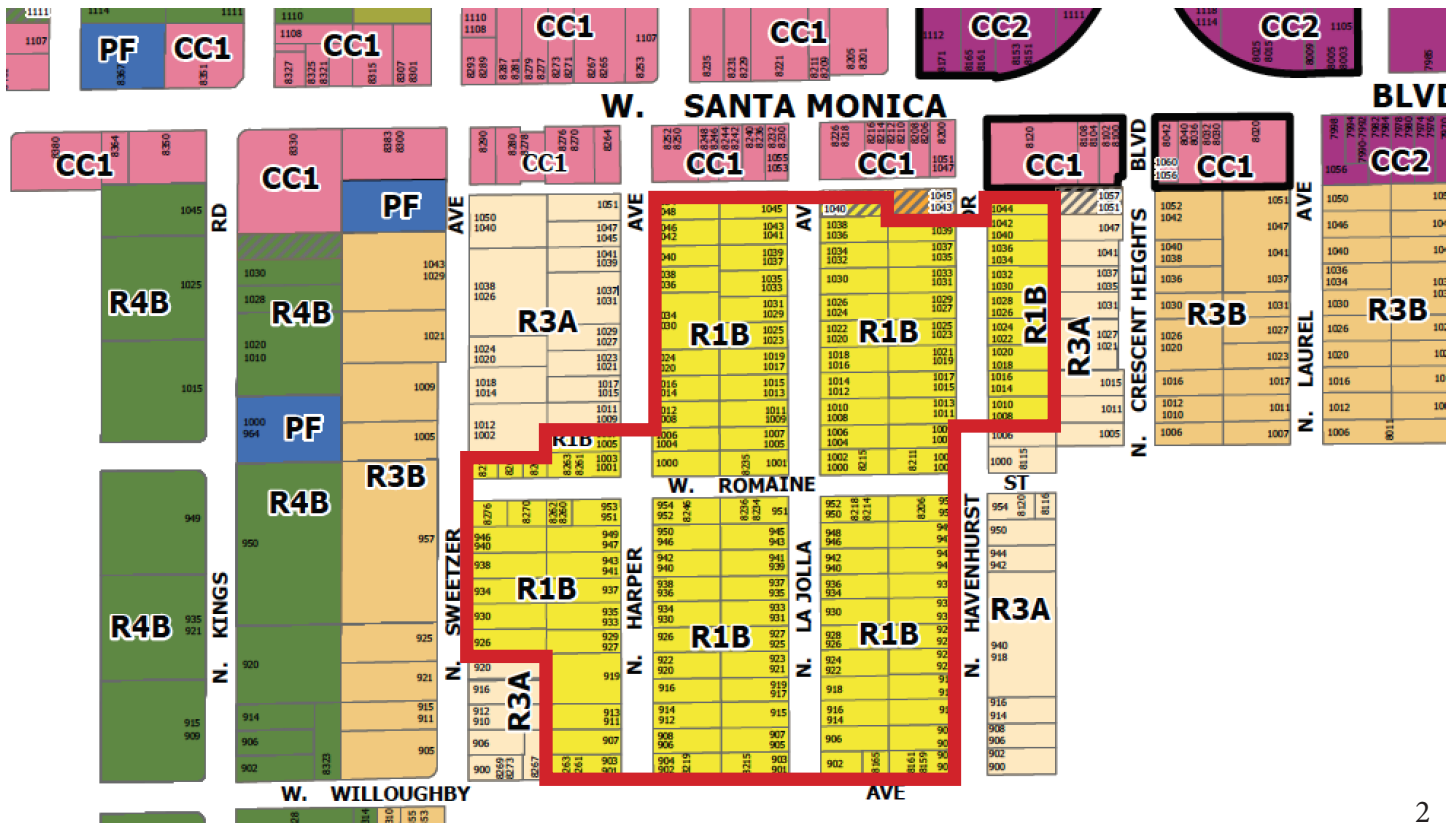
1. Parcels zoned R1A fronting on South Doheny Drive between North La Colina Drive to the west and North Sierra Alta Way to the east



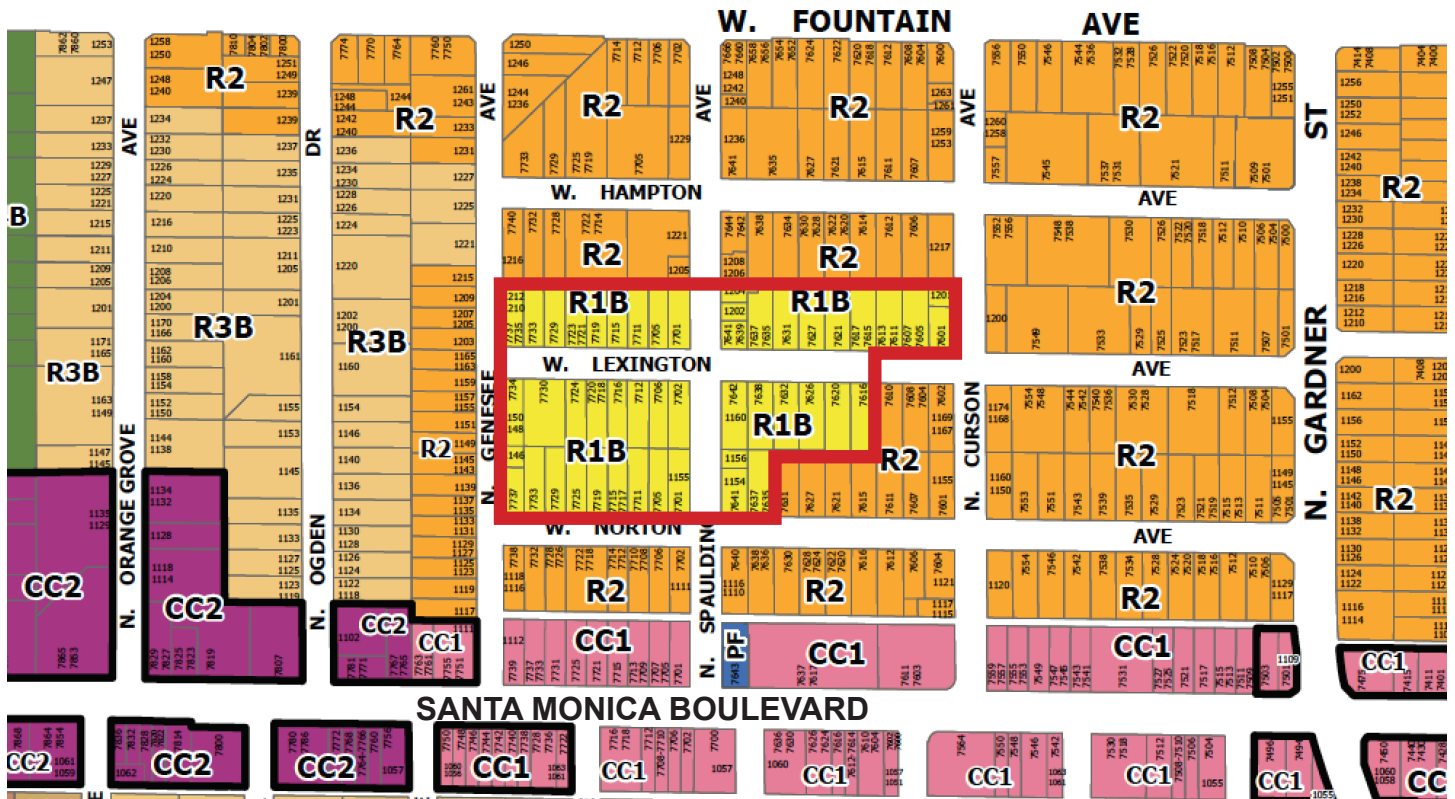
2. Parcels zoned R1C on Betty Way east of North Larrabee Street.



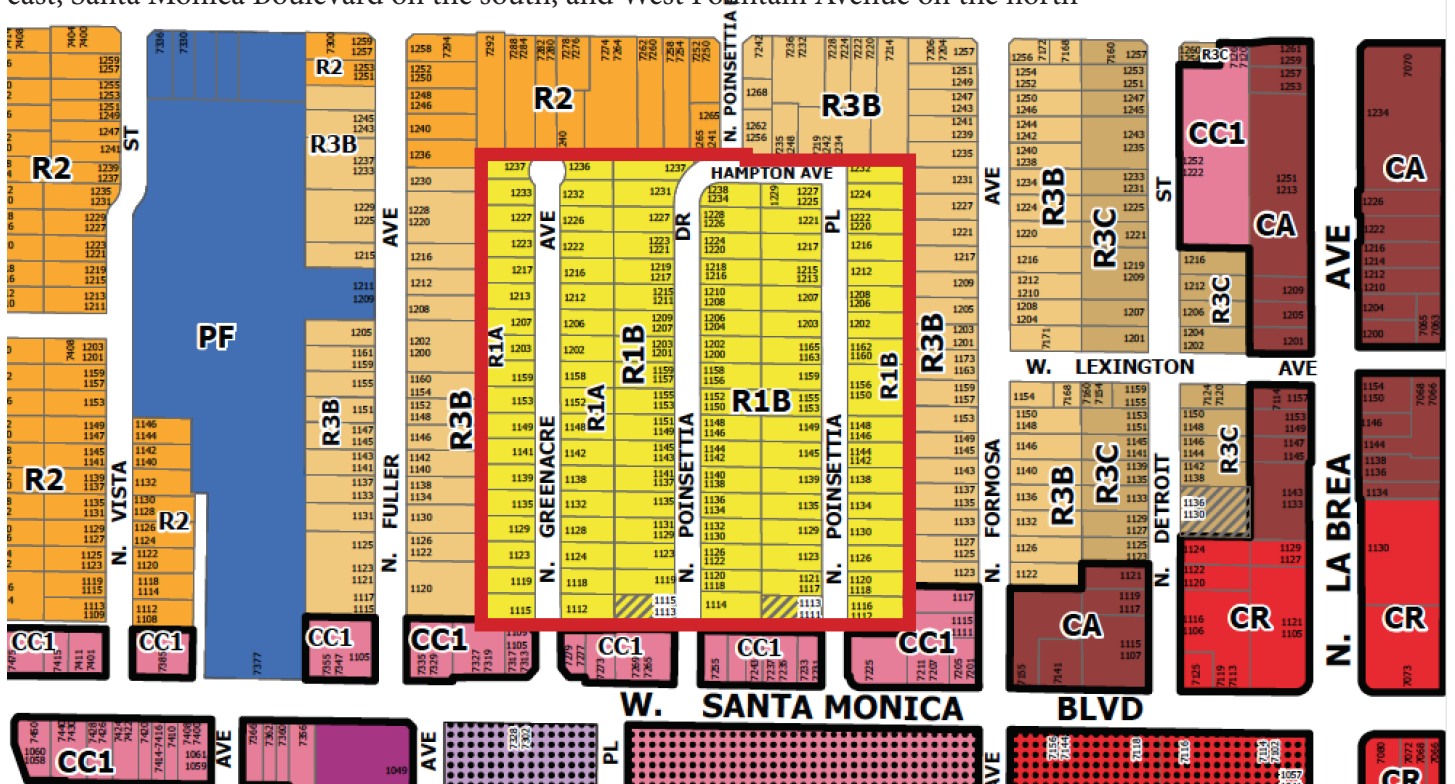
3. Parcels zoned R1B in the area bounded by North Sweetzer Avenue on the west, Crescent Heights Boulevard on the east, West Willoughby Avenue on the south and Santa Monica Boulevard on the north



4. Parcels zoned R1B in the area bounded by North Genesee Avenue on the west, North Curson Avenue on the east, West Norton Avenue on the south, and West Hampton Avenue on the north



5. Parcels zoned R1B in the area bounded by North Fuller Avenue on the west, North Formosa Avenue on the east, Santa Monica Boulevard on the south, and West Fountain Avenue on the north



**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 \_\_\_\_\_



## 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**