

REQUEST FOR PROPOSALS

WILLOUGHBY AVENUE &
VISTA/GARDNER STREET
NEIGHBORHOOD GREENWAYS
CONCEPT DESIGN

CITY OF WEST HOLLYWOOD

Date Issued: October 16, 2018

Proposal Due: November 16, 2018



City of West Hollywood
California 1984



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EXECUTIVE SUMMARY

The City of West Hollywood is searching for a consultant team to guide the planning, outreach, and conceptual design efforts for the Willoughby Avenue and Vista/Gardner Street Neighborhood Greenways.

The Willoughby Avenue and Vista/Gardner Greenways were identified as two Priority Projects in the Pedestrian & Bicycle Mobility Plan (Plan). Adopted by City Council in September 2017, the Plan provides a vision and set of prioritized strategies and tools to enhance the City's streets to be more comfortable, safe, and inviting to pedestrians and bicyclist of all ages and abilities. The Plan offers a balanced strategy for providing transportation alternatives in the public realm, by using a "Complete Network Approach". Priority Projects identified in the plan were intended to be implemented in a relatively short time frame.

The City currently has three types of on-street bike facilities: bike lanes, signed bike routes, and bike sharrows. However, there are gaps in this network – especially east/west connectors – that need to be addressed in order to provide an effective bicycle network. Willoughby Avenue is a residential street that runs east/west parallel to Santa Monica Boulevard. Signalized intersections enable morning and evening commuter cut-through traffic, presenting potential points of conflicts for cyclists who use Willoughby Avenue as an alternative route to Santa Monica Boulevard.

Vista/Gardner Street provides a north/south connection from Willoughby Avenue to Fountain Avenue. This street experiences lower vehicle volumes and slower speeds than adjacent north/south connections like La Brea Avenue and Fairfax Avenue, and is already used by cyclists traveling through the City. Vista/Gardner is a wider residential street, with widths averaging 60 feet throughout the study area. Parallel and angled parking flank both sides of the street, which presents an opportunity to re-orient the parking to optimize the use of the street by all modes.

The City and consultant team will work with the community to create the critical east-west and north-south connection, filling existing gaps in local and regional bike routes: the scope of work is based around a series of creative outreach sessions, including a temporary street installation to test preferred concepts and see the ideas in action.

We are seeking qualified consultants who share our vision and will develop the implementation strategy to provide safe, active transportation connections that fill in the existing infrastructure gaps, linking the east/west to the north/south neighborhoods of West Hollywood and the City of Los Angeles. We welcome your submissions.

Bob Cheung

Senior Transportation Planner

City of West Hollywood

INTRODUCTION AND SCHEDULE

PURPOSE OF THE RFP

The City of West Hollywood (“City”) seeks to retain the services of a highly qualified Consulting Firm (“Consultant”) experienced in successfully managing and completing multifaceted active transportation infrastructure implementation plans, including dynamic community visioning, tactical urbanism, pilot projects, and public realm improvement plans.

RFP SCHEDULE

The following dates represent the City’s best estimate of the RFP schedule that will be followed. The City reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary.

RFP Schedule and Deadlines	Date
RFP issued by the City	October 16, 2018
Deadline for Questions	November 2, 2018
Answers posted	November 7, 2018
Proposal Due Date (4:00 PM PST)	November 16, 2018
City completes screening process & selects Consultant	December 14, 2018
Awarding of contract and contract signing	January 2019
Contract Start Date	February 2019



IMPLEMENTATION TIMELINE

The City anticipates having the Consultant begin work in February 2019, with submittal of final deliverables from the scope of work to the City occurring by Fall 2019. Proposals containing earlier completion of the Consultant's work are acceptable and encouraged. The City reserves the right to accept proposals that fall outside of this estimated length of implementation.

CITY'S REPRESENTATIVE

The City will assign a Representative who will oversee the work and provide support as needed; this Representative shall be the primary and first point of contact for the Consultant, from initial conversations through all phases of the Project. The Representative will provide project support including, but not limited to, organization of meetings with departmental and technical staff, performing requirements gathering, and development of specifications and documentation.

QUESTIONS OR CLARIFICATIONS

It shall be the Consultant's responsibility to ask questions, request changes or clarifications, or otherwise advise the City if any language, specifications or requirements of the RFP appear to be ambiguous or contradictory.

Every attempt shall be made to ensure that the Consultant receives an adequate and prompt response. Questions and requests for clarification regarding this RFP must be submitted via the PlanetBids System by November 2, 2018 (<https://bit.ly/2ErCzgy>). Therefore, Consultants are advised that any questions received after that date shall not be answered.



WEST HOLLYWOOD OVERVIEW AND CURRENT ENVIRONMENT

CITY OVERVIEW

The City of West Hollywood, known as the “Creative City,” was incorporated in 1984. It is 1.9 square miles in area and bounded by the City of Beverly Hills to the west and the City of Los Angeles to the north, south, and east. The City is home to a young, diverse and vibrant community. Its progressive spirit and creativity have put it at the forefront of culture, fashion, hospitality, entertainment and design. Its variety of residential neighborhoods, commercial districts and public amenities has made it one of the most desirable places to live, work and visit in Southern California. The City’s main industries are hospitality (hotels, restaurants, nightclubs), entertainment (production, post production and related uses) and arts and design (fashion, furniture and art galleries). Its business community is a reflection of the City’s artistic richness and support of individuality, diversity, and creativity. It is home to the Sunset Strip, Pacific Design Center and West Hollywood Design District.

West Hollywood is known for its progressive public policies and sensitivity to LGBT, civil and human rights issues. The City administers extensive support for its seniors, youth and residents living with HIV and/or AIDS through its robust social services programs.

EXISTING BIKE NETWORK

West Hollywood currently has three types of on-street bike facilities: bike lanes, signed bike routes, and bike sharrows totaling 5.4 miles. The existing bike network needs improvement to provide routes for all levels of cyclists to navigate to destinations within and outside of the City.

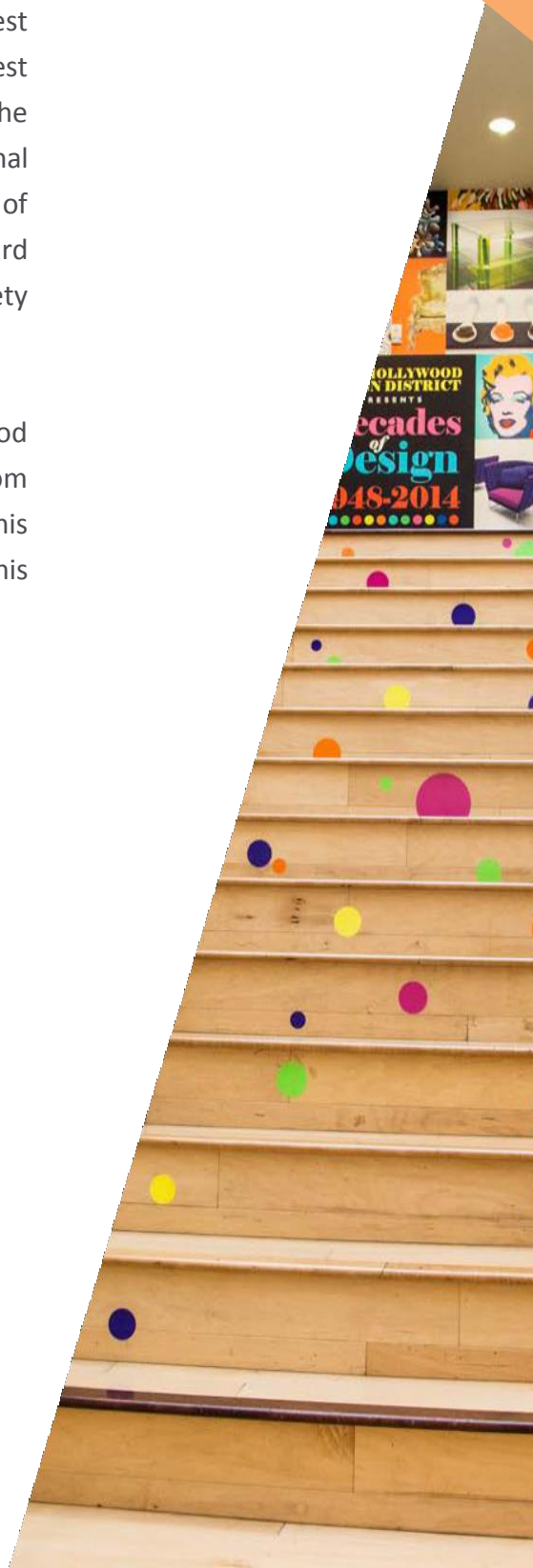
Given the dense nature of West Hollywood along with the constrained street widths, not all streets can optimally serve all modes. Instead, the City’s “Complete Network” approach prioritizes some streets for certain modes and other streets for



other modes of transportation. A guiding principle of the Pedestrian and Bicycle Mobility Plan is that our city streets and public right-of-way should provide safe connections for residents and visitors, regardless of their mode of transportation. Each public right-of-way should be designed to emphasize the mode(s) that are determined to be most relevant to that particular corridor.

The majority of the project area is located in the Eastside of West Hollywood, which is approximately one mile east of West Hollywood's LGBT nightlife district, and less than a mile from the heart of Hollywood, which is a high-intensity local and regional tourist destination. The Eastside neighborhood is comprised of single-family and multi-family residences. Santa Monica Boulevard is the main arterial running through the project area, with a variety of retail and commercial uses on both sides of the street.

The route of the project area falls on the border of West Hollywood and the City of Los Angeles. The City has worked with staff from City of Los Angeles Department of Transportation to prioritize this project. The City of West Hollywood will take the lead on this project.



PROJECT OBJECTIVES

The project objectives will focus on:

- Creating sustainable, safe mobility options for residents and visitors
- Preserving the transportation system of arterial roads, and restoring the character of neighborhood residential streets by reducing cut through traffic
- Increasing the connectivity of the multimodal transportation network
- Supporting the commute patterns of residents, workers, and visitors that contribute to the economy of the neighborhood
- Decreasing vehicle emissions, increase active transportation opportunities to contribute to improved public health outcomes
- Promoting transportation solutions that benefit the Eastside community
- Incorporating and leveraging community input through creative approaches to outreach
- Exploring alternative design schemes
- Preparing easy-to-digest draft concept drawings, comparisons, and narratives with which the community can vet and refine the alternatives
- Testing the concepts and garnering community support through a temporary transformation of the street space
- Incorporating findings/recommendations into a final report and presentations to key stakeholders and city departments

The Willoughby Avenue and Vista/Gardner Neighborhood Greenways Concept Design should focus on best-practices and highly innovative design and planning. The ultimate goal is to develop a preferred design concept and an engaged community constituency, a high-quality bicycle, pedestrian, and multi-modal connection between the city's vibrant local destinations, services and institutions and regional bike infrastructure in adjacent cities.



SCOPE OF WORK

1. PROJECT INITIATION AND MANAGEMENT

An initial kick-off meeting will be held to review the project scope and schedule, and establish the team's data needs for the work. At the kick-off meeting, the team will identify project goals, pinpoint stakeholders and talk strategically about outreach and design approaches, along with the city's brand and identity for the project.

The kick-off meeting will be attended by representatives from the consultant team, who will be briefed by city staff about the project history, focuses, things to avoid, resources, ongoing and future initiatives that relate to the project, and to discuss other considerations.

The consultant team will oversee progress meetings for the life of the project and will be responsible for maintaining a project schedule, meeting minutes, contact lists, and status reports.

2. DATA COLLECTION AND EXISTING CONDITIONS

The City will provide the Consultant team with as-built drawings, traffic counts at intersections, pedestrian and bicycle counts, and collision data. Existing resources include the Eastside Traffic Study, the Pedestrian and Bicycle Mobility Plan, and the Eastside Community Action Plan. The Consultant will provide field verification and documentation of existing curb to curb widths, roadway signage, and markings where additional detail, beyond City provided data is needed. Other as-built information for improvements surrounding bicycle facilities will be incorporated, as available. From this analysis the consultant team will identify any unique or difficult site conditions to address regarding potential bicycle/pedestrian/vehicle conflict areas. The Consultant will also need to conduct a traffic analysis to study the impacts of the temporary installation that tests the concept design.

3. PUBLIC OUTREACH

The consultant team will hold a community workshop, held early on in the planning process to establish the project's vision and goals and look at the opportunities that exist along the corridors. This workshop would be held on-location and include a walk or bike audit, tours, and/or other interactive sessions. Smaller community meetings (up to 5) will be conducted to get input from specific stakeholder groups,



including community groups in the City of Los Angeles.

The consultant team will also develop an engaging brand identity for the overall project and community outreach events. The brand identity of the project should build excitement for the community event, and increase attendance at the event. Community input on the concepts should involve a range of activities using both digital and traditional platforms.

4. CONCEPT DESIGN

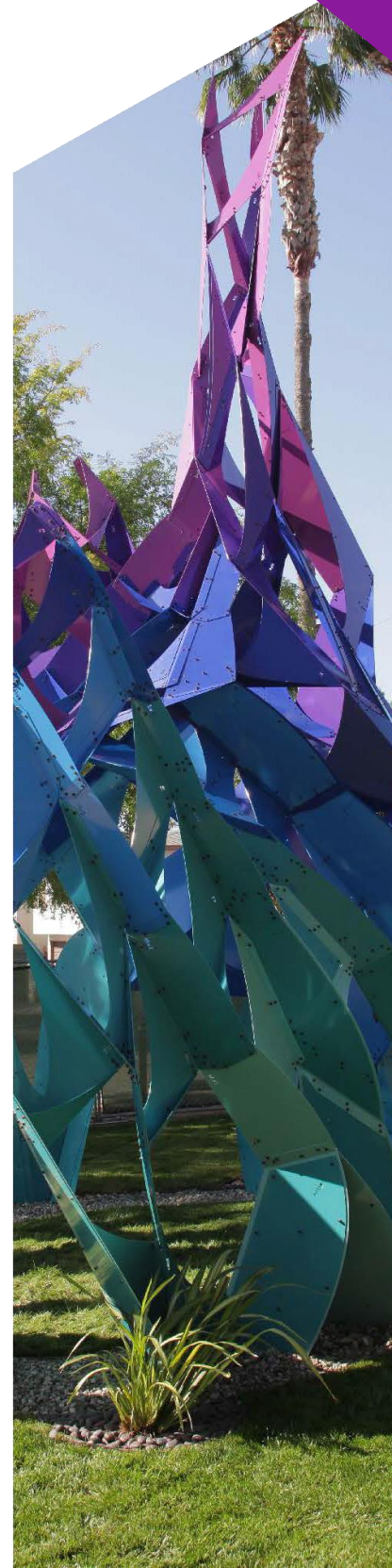
Based on feedback from the first workshop, the consultant team will create design concepts that may include streetscape design configurations and ideas for traffic calming, sidewalk widening, bulb-outs, enhanced landscaping, and signage. The consultant will develop a matrix of options and outcomes for the different street segments that utilizes a set of performance criteria to evaluate what each intervention achieves in terms of a range of project goals and considerations. Preliminary concept designs should include traditional streetscape and bicycle improvements, as well as innovative solutions to meet the City's range of priorities.

5. TEMPORARY STREET INSTALLATION

The consultant team will work with City Staff to create a temporary installation that mirrors portions of the preferred conceptual design. This can be accomplished by using cones, planters, or other temporary markers to delineate new paths of travel along a defined area of the corridor's roadway and sidewalks. Per City input, emphasis will be placed on using delineators that incorporate landscape wherever possible.

During the event, walking and biking tours of the site could take place every hour and other interactive activities may be sited throughout both the Willoughby Avenue Greenway and the Vista/Gardner Bikeway. Interactive planning workshops and Q&A sessions with the consultant team and City Staff will be held to fully immerse stakeholders in the process, and to generating feedback that will inform the final design concept.

A temporary, on-site signage program will help to physically brand the site as a testing ground for the temporary installation.



The temporary installation may remain in place for an appropriate amount of time past the event (to be determined in partnership with the City) – allowing the team to collect a greater amount of stakeholder input, while surveying the multi-modal traffic patterns of the users. The consultant will strategically document the entire outreach effort, providing the team with critical visual data to be used during meetings with Commissions and City Council.

Community feedback gathered during this temporary street installation will inform the preferred design concept.

6. FINAL DESIGN AND REPORT

The consultant team will develop a Draft Design Concept and Report. The report will summarize the planning process, existing conditions, preferred concept(s), precedents, examples, and amenities. The report should anticipate phased implementation and prioritization of the improvements. The consultant team will prepare the presentation and commission and council reports for the Draft Design and Concept Report.

City Staff, with support from the consultant team, will present the Draft Design and Concept Report to Transportation Commission and City Council. Staff will return to City Council for approval of the finalized Design Concept and Report.

The consultant team will make any changes, determined by City Council, before finalizing the Final Design Concept and Report.



PROPOSAL SUBMISSION

PROPOSAL DUE BY NOVEMBER 16, 2018

PlanetBids SUBMISSION

The Consultant shall submit one (1) digital copy of the submission on PlanetBids (<https://bit.ly/2ErCzgy>). Proposals received after this time and date shall be disqualified and unopened. No oral, telephonic, faxed, emailed, or telegraphic proposals or modifications of proposals shall be considered.

The Consultant is solely responsible for “on time” submission of their electronic proposal Response File via PlanetBids through the following link: Insert Planet Bids Link. The City will only consider proposals that have been transmitted successfully and have been issued an e-bid confirmation number with a time stamp from the PlanetBids Bid Management System indicating that proposal was submitted successfully. Consultant shall be solely responsible for informing itself with respect to the proper utilization of the bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the consultant to successfully submit an electronic proposal shall be at the Consultant’s sole risk and no relief will be given for late and/or improperly submitted proposals. Consultants experiencing any technical difficulties with the proposal submission process may contact PlanetBids at (818) 992-1771. Neither the City, nor PlanetBids, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the submission deadline.

PROPOSAL PAGE LIMIT

Proposals must be clear, succinct and not exceed fifteen (15) pages, excluding optional communications material.



All submittals will be evaluated on the completeness and quality of the content. Only those firms providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

PROPOSAL ORGANIZATION

The Consultant must provide all information as requested in this RFP. Responses must follow the format outlined below. Additional materials beyond the stated page limit may not be considered. The City may reject as non-responsive at its sole discretion any Proposal or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner:

1. COVER LETTER

An overall introduction to the proposal is required, including a statement of the Consultant's understanding of the needs of the City in an executive summary format. The Cover Letter must state the name of the person(s) authorized to represent the Consultant in any negotiations, the name(s) of the person(s) authorized to sign any contract that may result, the contact person's name, mailing or street addresses, phone and fax numbers and email addresses. A legal representative of the successful firm, authorized to bind the firm in contractual matters must sign the Cover Letter and the Proposal response. The letter may also briefly set forth any particular information the Consultant wishes to bring to the City's attention and if any information contained in the response should be considered proprietary.



2. EXECUTIVE SUMMARY

Consultants must include an Executive Summary. This part of the response to the RFP should be limited to a brief narrative highlighting the Consultant's proposal. The summary should contain as little technical jargon as possible and should be oriented toward nontechnical personnel. Please include any benefits your firm has over your competitors.

3. COMPANY BACKGROUND

Consultants must provide their response to the following statements and questions in this section of their proposal.

1. Name of company.
2. Name of parent company if applicable.
3. Company website address.
4. Number of years company has been in business.
5. How many employees are in your company?
6. How many employees are available to work on this project?
7. Consultant's experience in providing comparable services to other organizations.

4. UNDERSTANDING OF SCOPE OF PROJECT AND REQUIRED SERVICES

Consultants must include a statement of their understanding of the requested project scope. Such understanding shall represent the Consultant's expert knowledge of the functions, methods, and problems related to providing effective products and/or services as described in this RFP.



5. PROPOSED PROFESSIONAL SERVICES

Propose and describe in detail the professional services that will be provided as requested in the Scope of Work of this Request for Proposal.

6. PROPOSED FEE

Propose and describe in detail the fee structure corresponding to the related professional services.

7. REFERENCES

Consultant shall include up to three references of the most relevant projects completed by the Consultant, of equivalent size (or larger) and similar complexity to this Project. Please include the following information for each reference:

1. Contact Name
2. Contact Title
3. Address
4. Phone Number
5. Email address
6. Location/Jurisdiction
7. Project Name
8. Project Description
9. Project Dates
10. Client's Project Contract Number (if applicable)
11. Project Contract Value (initial and current or ending value)



8. OPTIONAL COMMUNICATION MATERIAL

Consultant may include, if desired, communications materials, including newsletters, brochures, posters, and websites for review of products, tools and services available. Supporting material may include references and case studies, and may include other information pertinent to the Proposal, such as reports and analysis of an implementation of their proposed solution. This material will not count towards the proposal page limit.

PROPOSAL DETAILS

CANCELLATION

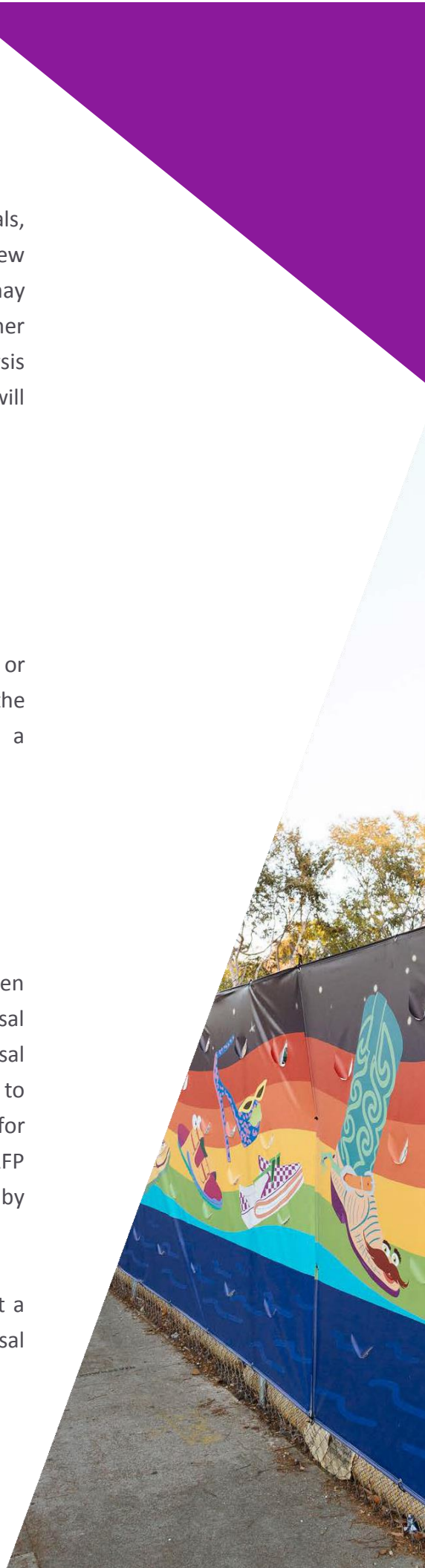
The City of West Hollywood reserves the right to modify, revise or cancel this RFP. Receipt and evaluation of Proposals or the completion of interviews do not obligate the City to award a contract.

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 1 and 2 (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.

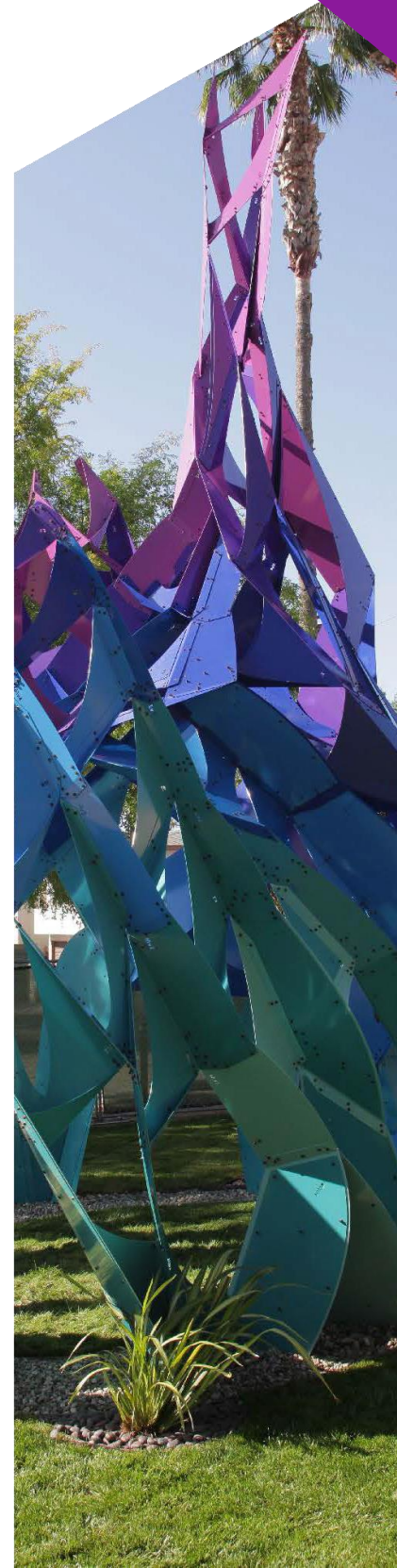


CONFIDENTIALITY

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.



PROPOSAL EVALUATION AND SELECTION

EVALUATION CRITERIA

Each Proposal shall be evaluated on the following evaluation criteria, weighting, and maximum points, as follows:

Criteria	Maximum Score
Project Approach and Understanding	20
Consultant's Capabilities	30
Project Team	30
Project Cost	20
Total	100

PROPOSAL REVIEW

City staff will evaluate the Proposals received. For the purpose of scoring, city staff will evaluate each Proposal based upon the criteria listed above. City staff may seek outside expertise, including but not limited to technical advisors.





City of West Hollywood
California 1984

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:
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__ 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 \$_____ 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, _____ 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, _____ 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.

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- 5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.
6. **TERMINATION.**
- 6.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.
- 6.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.
7. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless City from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this 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

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is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the City. The obligations established by this paragraph will survive termination of this Agreement.

For purposes of this paragraph:

- City means the City Council and its subordinate bodies, elected and appointed City officials and officers, City employees and authorized agents and volunteers of the City.
- Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.
- The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.
- The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by Contractor and any of its officers, agents employees and subcontractors.

8. INSURANCE REQUIREMENTS.

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

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

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one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

8.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

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

8.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."

8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

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- 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

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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

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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

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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
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,

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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.

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