

# REQUEST FOR PROPOSALS



**Responses Due:**  
2/28/2019  
at 4pm PST

## LANDSCAPE ARCHITECTURE DESIGN AND PUBLIC ART CONCEPT DEVELOPMENT FOR THE BEVERLY BOULEVARD GATHERING PLACE

The City of West Hollywood is soliciting proposals from consultant teams to provide community engagement, public art concept development, landscape architecture design, construction document preparation, and construction administration services for a public gathering place on Beverly Boulevard in the City's Design District.

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### 1. INTRODUCTION

#### 1.1. Introduction

The City of West Hollywood, hereinafter referred to as "City," is soliciting proposals from consulting teams to provide a fee proposal and team qualifications for community engagement, landscape architecture design, public art concept development, construction document preparation, project coordination, cost estimate, and construction administration services for a new gathering place to be constructed as the City continues to implement the adopted West Hollywood Design District Streetscape Master Plan. Located on Beverly Boulevard at Bonner Drive, the gathering place will repurpose excess vehicular right-of-ways to create a flexible public open space incorporating landscaping, shade, seating, public art, and other amenities. Preliminary design work was 10% completed as part of the Design District Streetscape Master Plan outreach process. Referencing this preliminary design and future outreach as a jumping off point, the selected consultant team will collaboratively develop a final design for the gathering place. Additionally, final engineering design is concurrently underway for streetscape improvements to the adjacent segment of Beverly Boulevard and therefore the selected consultant team will need to coordinate with the engineering team. Prospective consultant teams shall submit qualifications for each team member, to include at minimum: a landscape architect lead, at least three (3) named public artist options with whom the landscape architect could collaborate, and a cost estimator.

The requested services and performance qualifications are described in the Scope of Services.

**Responses are due on Thursday 2/28/19 at 4:00 P.M. PST.** Responses must conform to the requirements of this Request for Proposals (RFP).

**Once City staff has negotiated a contract for presentation to the City Council, the recommended proposal shall become a matter of public record subject to disclosure, with the exception of those elements of each qualifications that are identified by the Contractor as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary" and determined by the City to be exempt from disclosure under the Public Records Act. Each element of a qualifications submittal that the Contractor desires not to be considered a public record must be clearly marked as set forth above. If disclosure is required under the California**

Public Records Act or otherwise by law, the City will make an independent determination and retain the confidentiality to the extent permitted by the Public Records Act.

The City's principal contact for this proposal will be **David Fenn, Associate Planner**, 8300 Santa Monica Boulevard, West Hollywood, CA 90069. The contact telephone number is (323) 848-6336 and email address is [dfenn@weho.org](mailto:dfenn@weho.org).

## **1.2. West Hollywood Background**

With a population of approximately 35,000 and about 25,000 residential units in a land area of only 1.9 square miles, the City of West Hollywood is a highly dense, urban community surrounded by the cities of Los Angeles and Beverly Hills. The City is home to one of the nation's best-known gay and lesbian communities, as well to as a large immigrant Russian population. Many of its residents are either adults with no children or senior citizens.

The City is home to the world famous Sunset Strip, the West Hollywood Design District, and hosts the annual Halloween Carnival in October, the Christopher Street West Gay, Bisexual, Lesbian and Transgender Pride Parade and Festival in June, as well as dozens of visitor attractions that include a wide variety of restaurants and entertainment venues. On a typical weekend, the City population swells to over 80,000 and during special events, the City attracts between a quarter and a half million people.

The City of West Hollywood is a General Law City with five Council members elected at-large to four year terms on a staggered basis. The City is also a contract city, which contracts out many of its public services. Police service is contracted with the Los Angeles County Sheriff's Department and Fire protection through the Los Angeles County and Consolidated Fire Protection District. The City has approximately 210 full-time and about 30 part-time employees. Its operating budget is approximately \$112 million. The City's fiscal year begins on July 1 and ends on June 30.

## **1.3. Mission Statement and Core Values**

### **Mission Statement**

As a premiere city, we are proactive in responding to the unique needs of our diverse community, creative in finding solutions to managing our urban environment, and dedicated to preserving and enhancing its wellbeing. We strive for quality in all our actions, setting the highest goals and standards.

### **Core Values**

*Respect and Support for People*

We recognize and celebrate the diversity of our community by treating all individuals with respect for their personal dignity and providing a wide array of specialized services. We promote mutual respect, courtesy, and thoughtfulness in all interactions.

*Responsiveness to the Public*

We hold ourselves accountable to the members of our community and are committed to actively seeking public participation. We promote a public process whereby we can respond to the community's needs while balancing competing interests and diverse opinions.

*Idealism, Creativity and Innovation*

We value our artistic richness and support idealism and creativity. We are dedicated to consistently finding innovative and better solutions to provide the best public service possible.

*Quality of Residential Life*

We maintain a balanced sense of community by protecting quality of life, conserving our historic neighborhoods, safeguarding housing affordability, and proactively governing growth with care and thought.

*Promote Economic Development*

We recognize that economic development is essential to maintaining quality of life for the total community. We support an environment where our diverse and eclectic businesses can flourish, and seek mutually beneficial relationships with the business community.

*Public Safety*

We protect the personal safety of our constituents and safeguard the community from the threats of natural, technological and other man-made hazards. Through preparation and planning, we minimize the effects of these disasters.

*Responsibility for the Environment*

We make it our responsibility to protect and improve our natural and built environments, pursuing opportunities to preserve and create open and green space in our urban setting. We initiate partnerships with other cities and agencies to address regional and global environmental challenges.

## **1.4. Definitions**

The following meanings are attached to the following defined words when used in this RFP:

- The word “*City*” or “*CITY*” shall mean the City of West Hollywood municipality.
- The word “*Proposer*” means the consultant, contractor, agency or firm submitting a proposal on these specifications, or any part thereof.

- The word “*Services*”, “*Contract Services*” or “*Scope*” means the work to be delivered by the consultant, firm or corporation as set forth in the proposal
- The words “*contract*”, “*agreement*”, or “*AGREEMENT*” shall mean the document executed between the Proposer and the CITY to carry out the scope of services of the RFP.

## 2. PROJECT INFORMATION

### 2.1. Design District Streetscape Master Plan

Finalized in December 2014, the West Hollywood Design District Streetscape Master Plan is intended to improve the overall aesthetics and mobility of the commercial district known as the West Hollywood Design District. The plan encompasses the public right-of-way on the following streets within the City of West Hollywood: Melrose Avenue, Robertson Boulevard, Beverly Boulevard, and the portion of both Almont Drive and La Peer Drive between Melrose Avenue and Santa Monica Boulevard. The Goal of the Master Plan is to strengthen the economic vitality of the district by improving the pedestrian environment, adding bicycle infrastructure, public gathering spaces, and landscaping, while improving the overall aesthetics and utility of the streets.

Building off of the Master Plan, the City subsequently launched a community-based process to develop 10% design concepts for the Beverly Boulevard gathering place included in the Master Plan. Working with community members, businesses, and neighborhood groups over three rounds of community workshops, initial concepts were developed with key preferences for planting, lighting, and the nature of the public art component reserved for a future final design process with similar levels of community involvement. This RFP represents the next step towards the implementation of Beverly Boulevard gathering place.

As the City begins to implement the Master Plan, final design is underway for improvements on Melrose Avenue, Beverly Boulevard, and Robertson Boulevard and a Metro Grant has been secured for the construction of the Melrose Avenue streetscape improvements. The Design District Streetscape Master Plan Working Group (an advisory group comprised of residents, business owners, select commissioners, and members of the West Hollywood Design District BID)—which provided extensive input on the development of the original plan—has been reconstituted to provide input on additional details as designs are finalized in the implementation process. The consultant team selected will need to coordinate with the design team for the Beverly Boulevard Streetscape Project and engage with the Working Group as well as key neighborhood groups and commissions in the design process.

## **2.2. Community Engagement, Landscape Design & Public Art Integration**

The City is soliciting proposals to provide professional services for a joint team of qualified landscape architects and professional public artists to develop an integrated design that incorporates unique public art elements throughout the proposed gathering place. Public Artists are expected to influence the overall design rather than developing a standalone work such as a sculpture—though the final design could still include sculpture in an integrated way.

A community engagement program is a critical component of this project to ensure the final concepts meet the expectations and elevated design sensibilities of the design professionals in the West Hollywood Design District and adjacent neighborhoods. Community engagement is expected to inform both initial concept development and refinements to the selected concept. Community engagement activities should be designed to facilitate sufficient feedback for both the Landscape Architect and Public Artist to develop an implementable and community-based concept that responds to local concerns and expectations.

In order to ensure the public art component is compelling and in line with community goals and expectations, Landscape Architect-led teams are asked to propose three different named Public Artists as potential subconsultants, one of whom will be selected for the Project. Proposals do not need to include public art concepts. The deliverable for the proposal in regard to public art is simply qualifications of the public artists including a select portfolio of previous work.

Note: Project Architects, or any other member of the consulting design team such as Landscape Architects, Designers, Engineers, etc. are ineligible to act as the Public Artist. Also, members of the selection panel, city employees or anyone with a vested or familial relationship to the development project are also ineligible. For teams that do not have experience working with public artists it is advisable to work with a professional art consultant to assist in the search for a qualified public artist for this project. The City can provide a list of professional art consultants that have done work in the City before upon request.

Once contracted, the selected consultant team will present the portfolios and qualifications of each of the three professional public artists for consideration by the Urban Art Subcommittee of the Arts and Cultural Affairs Commission (ACAC). The Subcommittee will receive a presentation from each artist, review the artist's respective qualifications and portfolio, and make a recommendation to the Arts and Cultural Affairs Commission for the preferred artist to develop an integrated public art concept to be further developed and implemented by the team. The City reserves the right to substitute an alternative professional public artist to a given team upon agreement of all parties and upon approval by ACAC.

With approval of the Public Artist selection from the ACAC, the Consultant team will collaborate with the Public Artist to develop an initial concept to be presented to various commissions and stakeholders for feedback and ultimately refined into a final concept.

### **2.3. Process Goals**

Description of Goals for the outreach, design, and public art integration

- Create an engaging outreach process to involve boards and commissions, local stakeholders, the Design District Streetscape Master Plan Working Group, and the community at large.
- Solicit interest from a diverse pool of professional Public Artists.
- Integrate public art into a public open space design that is unique, attractive, and appropriate for the location.

### **2.4. Project Team and Expertise**

The consultant team included in the proposal should be comprised at minimum of a lead Landscape Architect, Cost Estimator, and three (3) Professional Public Artists. The consultant team should also include appropriate staffing and technical expertise to address the Scope of Services outlined below including any necessary specialized design competencies such as civil, electrical, or structural engineers depending on the final concept proposed.

The ideal consulting team shall possess the following minimum qualifications:

- Experience in designing public spaces
- Experience preparing site plans, cost estimates, and other required documentation across the concept design, schematic design, design development, and construction document phases
- Experience working with local government and local communities
- Experience working collaboratively with a professional public artist in designing and implementing public spaces
- Public artist's experience should demonstrate a professional practice in public art and experience working on an integrated project in the public realm that required collaborative work with other design professionals.

The proposal should include three (3) Public Artists' qualifications (resumes, biographical materials, work samples/portfolio to demonstrate evidence of public art experience). Once contracted, the selected consultant team and the (3) proposed artists will present the artist qualifications and portfolios to the Urban Art Subcommittee of the Arts and Cultural Affairs Commission. The Subcommittee will make a recommendation



to the Arts and Cultural Affairs Commission for one Public Artist to continue on with the design of the project. The City reserves the right to substitute an alternative professional public artist to a given team upon agreement of all parties and upon approval of ACAC.

In addition to technical expertise in key topic areas, the project team must demonstrate that they can contribute:

- A high level of creativity and use of graphics in the production of innovative and user-friendly presentations and other materials
- The ability to effectively communicate ideas to a wide range of audiences
- Experience in developing and implementing innovative community engagement programs and events in a multi-lingual environment (in this case, primarily English and Russian). The City can provide translation services if needed.
- Previous project experience collaborating and interacting with multiple engineers and/or contractors on the same project site.

The City is hosting a pre-proposal **Informational Conference on Thursday 1/31/19 at 4:00 PM** in the Community Meeting Room at the West Hollywood Library. Potential consultant team members, including leads, Public Artists, and supporting consultants, are encouraged to attend the Informational Conference with the aim of meeting other consultants with whom to form a team, to provide the needed expertise. As well, potential team members are welcome to join more than one consultant team as long as their participation, role and rate are clearly stated in each proposal. The City encourages each consultant or consultant team to consider additional team members in order to provide the expertise required to achieve the stated goals below.

## **2.5. Scope of Services**

The following are the basic goals and objectives of the outreach and integrated design scope of services:

- Ensure that the Gathering Place is attractive to businesses, residents, shoppers, diners, and visitors and that it provides suitable open space programming for all of these communities.
- Foster a world class public realm experience, in keeping with the Design District Streetscape Master Plan, to help ensure that the West Hollywood Design District remains a vibrant and exciting place.
- Create an engaging gathering place that encourages small gatherings, chance interactions, and enhanced active transportation (walking and biking) in the West Hollywood Design District, and that draws in pedestrians, community members, and visitors ensuring they feel safe and comfortable while being surprised, charmed, and captivated by the things they experience whether they stop to rest and engage with the space or just pass through.

- Create a place where people can view and interact with art that materially enhances the new public space being created.

The scope of services includes outreach and integrated public art and landscape design from concept through construction administration, including the following tasks:

### 1. Project Administration

- Typical project management activities such as organizing a kick off meeting with City staff, preparing meeting notes and monthly progress reports, submitting invoices, and facilitating meetings with City staff and community stakeholders.
- Lead coordination efforts with City staff and consultant teams working on the adjacent streetscape project on Beverly Boulevard.
- Deliverables:** Kick off meeting (1), monthly coordination meetings with City staff, Monthly progress reports, invoices, facilitation of all meetings (scheduling, agendas, materials, and minutes for all meetings)

### 2. Community Engagement Program

Building off of the previous community involvement in both the original Master Plan and initial gathering place 10% design concept development, the selected consultant team will implement a thorough community engagement program, present their initial concept, schematic design, and developed design to a variety of community stakeholder groups, as outlined below.

- Prepare a draft community engagement program detailing the proposed engagement strategy for review and approval by City staff. Examples of engagement strategies and tools should be included in the proposed community engagement program.
- The Consultant Team is expected to attend a number of meetings; however, the Public Artist is only required to attend/participate in the Arts and Cultural Affairs Commission presentations. The community engagement program will include a minimum of the following (though additional strategies are encouraged):
  - Up to 9 Presentations to Boards and Commissions:
    - Urban Art Subcommittee of the Arts and Cultural Affairs Commission (ACAC): artist approval, concept proposal approval, developed design approval, final design approval.
    - Public Facilities Commission
  - Up to 2 City Council meetings

- iii. Up to 5 stakeholder meetings
  - 1. Design District Streetscape Master Plan Working Group
  - 2. West Hollywood West and TriWest neighborhood groups
  - 3. Individual businesses adjacent to the proposed gathering place
  - 4. Community workshop(s)
- c. **Deliverables:** Draft Community Engagement Program, Draft digital presentations and printed materials for each meeting prepared in advance for City review in accordance with the tentative schedule to be provided at the kick off meeting and final versions of each based on feedback from City staff. Draft and final presentation suitable for public presentations.

### 3. Concept Design Phase

- a. Once contracted, the selected Consultant team and the proposed Public Artists will present the portfolios and qualifications of each of the three Artists for consideration by the Urban Art Subcommittee of the Arts and Cultural Affairs Commission. The Subcommittee will receive a presentation from the Consultant team and the three (3) proposed Public Artists review the Public Artist's respective qualifications and portfolios, provide feedback to the team, and make a recommendation to the Arts and Cultural Affairs Commission for the preferred Public Artist to develop an integrated public art concept with the consultant team. The Team can proceed with the concept design after the recommendation is ratified by the Arts and Cultural Affairs Commission.
- b. The Consultant team will collaborate with the selected Public Artist to develop a preliminary integrated concept incorporating feedback from the various commissions and stakeholders identified in the community engagement plan.
- c. The Consultant team, with the Public Artist, will present the concept design to the Urban Art Subcommittee of the Arts and Cultural Affairs Commission. The Subcommittee will receive a presentation from the Consultant Team, provide feedback on the concept design, and make a recommendation to the Arts and Cultural Affairs Commission. The Consultant Team can proceed with the schematic design phase after a recommendation of approval is ratified by the Arts and Cultural Affairs Commission.
- d. **Deliverables:** A concept design with an integrated public art design, including, but not limited to:
  - i. Illustrative renderings (at a minimum to include a site plan and elevations from multiple vantage points)
  - ii. Narrative statement about the concept and how it fits into the environment of the City, the Design District, the streetscape and

- neighborhood environment, and how it addresses the project scope, goals and parameters
- iii. Proposed materials, color scheme, and dimensions
- iv. Proposed itemized public art budget
- v. A copy of the executed agreement for concept proposal services with the Public Artist
- vi. Draft and final presentation suitable for public presentations

#### 4. Schematic Design Phase

- a. Following the approval of the concept design, the Consultant Team will implement the approved Community Engagement Program and compile feedback received during the outreach to inform the schematic design. The Consultant Team will refine their concept to develop detailed schematic designs for City staff review.
- b. The Consultant Team will provide a schematic design to include:
  - i. Drawings/illustrations/renderings of the site plan and elevations
  - ii. Renderings of what the project will look like in 10 years' time
  - iii. Itemized lists of proposed materials, color scheme, fabricators and suppliers
  - iv. Scale model and/or video animation and/or renderings of the project to demonstrate the art work integrated into the site (intent is to provide a sense of scale and dimension of the art work to the overall project and site)
  - v. Proposed implementation timeline
  - vi. Updated itemized art budget
  - vii. Preliminary maintenance plan
- c. If a stand-alone artwork is proposed in the design, the Consultant Team will be required to:
  - i. Define the proposed lifespan of the art work
  - ii. Perform a pre-fabrication conservator's review and preliminary maintenance plan provided by a qualified art conservator
- d. The Consultant team will present the schematic design to the Urban Art Subcommittee of the Arts and Cultural Affairs Commission. The Subcommittee will receive a presentation from the Consultant Team, provide feedback on the schematic design, and make a recommendation to the Arts and Cultural Affairs Commission. The Consultant Team can proceed with the design development phase after a recommendation of approval is ratified by the Arts and Cultural Affairs Commission.
- e. **Deliverables:** A schematic design, including, but not limited to:
  - i. Updated Documents from Concept Design

- ii. Draft Schematic Design (as defined above)
- iii. Schematic Design level cost estimate
- iv. A copy of the executed agreement for services with the Public Artist

## 5. Design Development Phase

- a. Following the approval of the schematic design, the Consultant Team will refine their schematic design into design development documents suitable for use in soliciting preliminary construction bids.
- b. The Consultant Team will provide developed design documents to include:
  - i. Developed design/drawings/illustrations/renderings of the site plan and elevations
  - ii. Updated itemized lists of proposed materials, color scheme, fabricators and suppliers
  - iii. Updated Scale model and/or video animation and/or renderings of the project to demonstrate the art work integrated into the site (intent is to provide a sense of scale and dimension of the art work to the overall project and site)
  - iv. Updated implementation timeline
  - v. Final project budget
  - vi. Final maintenance plan
  - vii. Identify plaque location on site plan, define material, specify text for acknowledgement
- c. The Consultant team will present the design development documents to the Urban Art Subcommittee of the Arts and Cultural Affairs Commission. The Subcommittee will receive a presentation from the Consultant Team, provide feedback on the design development documents, and make a recommendation to the Arts and Cultural Affairs Commission. The Consultant Team can proceed with the construction document phase after a recommendation of approval is ratified by the Arts and Cultural Affairs Commission.
- d. The Consultant Team will ultimately present the final concept design to the City Council for approval of the entire project.
- e. **Deliverables:** A developed design, including, but not limited to:
  - i. DD level bid package (drawings and specifications) to solicit preliminary bids
  - ii. DD-level cost estimate
  - iii. Updated maintenance plan for all art and landscape components.

## 6. Construction Document Phase

- a. The selected consultant team will prepare all necessary construction documents and materials to facilitate the final implementation of the Gathering Place as approved by City Council.
- b. **Deliverables:** Drawings and specifications submittals for plan check and permitting, final bid documents, CD-level cost estimate, Final maintenance plan for all art and landscape components.

## 7. Construction Administration

- a. In addition to preparing necessary construction documents, the selected consultant team will be expected to assist with the public bid process for selection of a Contractor, and Construction Administration through the completion of the project as the finalized concepts are implemented.
  - i. The selected consultant team will be available for site observations, submittal review, RFI responses, and a minimum of five (5) construction meetings.

## 2.6. Work Program Requirements

The following are the work program requirements to be met by retained consulting team. Proposers of qualifications shall submit qualifications related to these work program requirements.

### 1. Records:

- a. Consulting team shall maintain records of specific actions and work related to the scope of work for the term of the agreement.
- b. Consulting team shall make records available upon the request of the City.

### 2. Monthly Activity Reports and Invoices:

- a. Consulting team shall submit monthly invoices for payment to the attention of David Fenn, or his designee.
- b. Consulting team shall submit invoices along with a Monthly Activity Report that shall include a brief narrative of specific actions taken during the billing period to achieve the goals and objectives proposed on the work program. This brief narrative will serve as an informational memo to pertinent City staff.

## 2.7. Tentative Project Schedule

A tentative project schedule is outlined below.

Thursday 1/17/19	RFP Issued
Thursday 1/31/19	Informational Conference (optional) at 4 P.M.
<b>Thursday 2/07/19</b>	<b>Questions Due</b>
Thursday 2/14/19	Q&A Responses Released
<b>Thursday 2/28/19</b>	<b>RFP Submissions due by 4 P.M.</b>
Thursday 3/14/19	Interviews; and Select Consultant(s)
Monday 4/15/19	City Council Contract Authorization
Tuesday 4/17/19	Notice to Proceed
Thursday 4/18/19	Presentation to the Urban Art Subcommittee of the Arts and Cultural Affairs Commission (Artist Selected)
Thursday 4/25/19	Arts and Cultural Affairs Commission (Artist Approval)
4/29/19 – 6/19/19	Kick-off Meeting; Initiate Concept Development and Community Engagement
Thursday 6/20/19	Presentation to the Urban Art Subcommittee of the Arts and Cultural Affairs Commission (Concept Design Review)
Thursday 6/27/19	Presentation to the Arts and Cultural Affairs Commission (Concept Design Approval)
Monday 7/15/19	City Council Meeting (Concept Design Approval/Feedback)
7/16/19 – 9/18/19	Additional Outreach and Refinements to Selected Concept
Thursday 9/19/19	Presentation to the Urban Art Subcommittee of the Arts and Cultural Affairs Commission (Schematic Design Review)
Thursday 9/26/19	Presentation to the Arts and Cultural Affairs Commission (Schematic Design Approval)
Thursday 12/12/19	Presentation to the Urban Art Subcommittee of the Arts and Cultural Affairs Commission (Design Development/Final Design Review)
Thursday 12/19/19	Presentation to the Arts and Cultural Affairs Commission (Final Design Approval)
January 2020	City Council Meeting (Design Development/Final Design Development Approval)
April 2020	Finalize Construction Documents
Summer 2020	Construction Begins

## 2.8. Fee Submittal

The City would like the consultant(s) to propose a fixed fee **by Task** (inclusive of initial and ongoing coordination of all tasks) to complete the goal-oriented **Tasks described in Section 2.5-6** above, including as many references to the following deliverables, services and activities, as appropriate to describe your proposed work plan:

- Number of and budget for outreach events/sessions by type
- Number of one-on-one stakeholder meetings to schedule and facilitate in coordination with City staff
- Outreach and event materials, including presentation materials required for proposed engagement activities and summaries of discussion and input received
- Project management and coordination materials (assume monthly coordination meetings with City staff), such as activity reports, meeting agendas, presentation materials and handouts and discussion summaries

All reprographic, travel and other administrative expenses should be **included** in the fixed fee. Please also attach the hourly rates for all Consultant Team members for use if additional services are needed during the outreach and development process.

## 3. INSTRUCTIONS

### 3.1. RFP Schedule

Thursday 1/17/19	RFP Issued
Thursday 1/31/19	Informational Conference (optional) at 4 P.M.
<b>Thursday 2/07/19</b>	<b>Questions Due</b>
Thursday 2/14/19	Q&A Responses Released
<b>Thursday 2/28/19</b>	<b>RFP Submissions due by 4 P.M.</b>
Thursday 3/14/19	Interviews; and Select Consultant(s)
Monday 4/15/19	City Council Contract Authorization

### 3.2. Proposal Submission

In an effort to promote waste reduction and resource conservation, please avoid superfluous pages such as separate title sheets or chapter dividers and unnecessary attachments or documents not specifically requested.

#### **Proposal:**

The proposal must be no longer than 15 pages (not including staff resumes) and include the following:



**A. Cover Letter:** Summarize the Consultant Team's understanding of the project and why the Team is best suited to complete the scope of work. Please include contact information for lead consultant.

**B. Consultant Qualifications:** Provide a brief overview of the Consultant's experience performing the requested services, their qualifications in working with municipal departments, commissions, elected officials, and community members, and a description of any special services, expertise, or abilities that the Consultant can provide in the performance of the services described herein.

**C. Consultant Experience:** Describe experience related to working on projects of similar scope and complexity. Please highlight experience or knowledge related to integrating meaningful public art components. Provide references for up to three (3) relevant projects.

**D. Project Team:** Provide an organization chart that identifies the key members of the project team, their title, assigned role within the project team, and contact information. Briefly summarize the major responsibilities of each team member. Include resumes for all team members that highlight relevant projects and qualifications to complete the tasks assigned.

**E. Artist Qualifications:** Provide qualifications for three (3) unique artists, resumes outlining professional work as an artist, a record of solo/group exhibitions, other public art commissions, and documented examples of past work.

**F. Approach and Work Plan:** Provide a written narrative describing the Consultant's approach and work plan for completing the scope of work, including initial recommendations regarding communications, community engagement and content development. On a 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 timeframe for completion.

**G. Fees:** Submit a fixed-fee by task proposal for the scope of work; outline the estimated number of hours and fees associated with **each task** and provide a list of hourly rates for all team members.

### **Proposal Delivery:**

Each Consultant team shall submit one (1) digital copy of the submission on PlanetBids ([LINK](#)) by **Thursday 2/28/19 at 4:00 PM**. 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: ([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.

### **3.3. Inquiries**

Inquiries related to this RFP can be made by attending an optional **Information Conference on Thursday 1/31/19 at 4 P.M.** in the Community Meeting Room at the West Hollywood Library.

As stated above, potential consultants or consultant team members are welcome to attend the Informational Conference with the aim of meeting other consultants with whom to form a team, to provide the needed expertise. As well, potential team members are welcome to join more than one consultant team as long as their participation, role and rate are clearly stated in each proposal.

Any additional inquiries related to this RFP shall be addressed, in writing via email to **David Fenn, Associate Planner at [dfenn@weho.org](mailto:dfenn@weho.org)**. 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. The last day for inquiries to be submitted to the City is **Thursday 2/07/19 at 4 P.M. PST**. Responses will be provided on **Thursday 2/14/19**. Responses shall be provided via PlanetBids.

### **3.4. Evaluation Criteria and Selection Process**

All proposals must contain all information requested in this RFP and be submitted by **Thursday 2/28/19 at 4 P.M. PST** to be considered.

The consulting teams that most clearly meet the RFP requirements may be invited to an interview panel to be arranged by the City. Interviews will be held at City Hall on **Thursday 3/14/19** with selected candidates after initial review of proposal and qualifications. The interview panel will include City staff members and member(s) of the Design District Streetscape Master Plan Working Group. No single criterion, including price, will dictate the City's ultimate selection. The relative importance of these factors

involves judgment on the part of the City staff and will include both objective and subjective analysis. Specific evaluation criteria will include the following:

- Project Approach and Understanding
- Consultant experience and demonstrated ability to deliver high quality, innovative work for relevant projects of similar complexity
- Consultant experience and demonstrated ability to lead engaging community outreach programs facilitate community advisory groups, and coordinate with various municipal departments and city staff
- Consultant experience working collaboratively with a professional public artist in designing and implementing public spaces
- Qualifications of proposed public artist and demonstrated ability to deliver high quality art work
- Demonstrate a dynamic work approach that will render stellar final documents and community engagement
- Demonstrated ability to provide clear and compelling presentations to the general public
- Demonstrated ability to communicate in ways that are engaging and accessible to the public
- Completeness and clarity of proposal
- Project cost
- References
- Innovation and Creativity

The City reserves the right to request a revised proposal and/or a revised team composition if the City is not satisfied with any of the proposals received.

After a Consultant is selected, the Project Manager will initiate final contract negotiation. The City anticipates entering into an agreement with the selected consultant(s) based on a negotiated fee and a negotiated scope of work. If an agreement on the fee cannot be reached, the City reserves the right to end negotiations and enter into negotiations with another Consultant.

### **3.5. Revisions to the RFP**

Any revisions to the RFP document made by the City will be made available on PlanetBids. The City will attempt to notify prospective responders directly but cannot guarantee such notification(s).

### **3.6. General Terms and Conditions**

#### **Cancellation**

The City of West Hollywood reserves the right to modify, amend, revise or cancel this RFP at any time and/or to solicit and re-advertise for other proposals. Receipt and evaluation of Proposals does not obligate the City to award a contract.

#### **Acceptance or Rejection of Qualifications**

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 qualifications may be waived by the City. Any Proposals received prior to the date and time specified for receipt of proposals may be withdrawn or modified by written request of the Proposer. To be considered, however, the modified Proposal must be received by the time and date specified. The cost of preparing any responses to the RFP shall be borne by the respondents and shall not be reimbursed by the City.

#### **Universal Access and Non-Discrimination in Employment**

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, any retained 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 hereunder.

#### **Verification of Information**

Proposers are hereby notified that the City will rely on accuracy and completeness of all information provided in submitting proposals. Proposers 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.

#### **Communications Regarding the Request for Proposals**

If a Proposer is in doubt as to the true meaning or intent of any part of the RFP or discovers discrepancies in, or omissions from the RFP, she/he may submit a written request via email for an interpretation or a correction thereof to the Project Manager.

#### **Non-Commitment of City**

This Request for Proposals does not commit the City to award a Contract, to pay any costs incurred in the preparation of proposals for this request, or to procure or contract services. The City reserves the right to accept or reject any or all proposals received as

a result of this request, to solicit proposals and negotiate with any qualified firm or to modify or cancel in part or in entirety the RFP if it is in the best interest of the City to do so.

### **Confidentiality**

Prior to award of any future Contract, all Proposals will be designated confidential to the extent permitted by the California Public Records Act. If and once City staff has negotiated a contract for presentation to the City Council, all proposals shall become a matter of public record subject to disclosure, with the exception of those elements of each proposal that are identified by the Contractor as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary" and determined by the City to be exempt from disclosure under the Public Records Act. Each element of a proposal that the Contractor desires not to be considered a public record must be clearly marked as set forth above. If disclosure is required under the California Public Records Act or otherwise by law, the City will make an independent determination and retain the confidentiality to the extent permitted by the Public Records Act.

### **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.

### **Independent Contractor**

Consultant is and shall at all times remain as to the City a wholly independent contractor. Neither the City nor any of its officers, employees, Consultants, servants or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as herein set forth.

### **Liability for Direct Payment**

City shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to any person employed by the Consultant performing services hereunder for the City.

### **Contract Assignment**

The Consultant shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without previous written consent of the City.

### **Non-Exclusive Contract**

The City reserves the right to contract with other firms during the contract term.

## **Public Domain**

All products used or developed in the execution of any contract resulting from this request for proposal will remain in the public domain at the completion of the contract.

## **Property of the City**

At the earlier time of 1) termination of the contract agreement or 2) conclusion of all stages of work; all original documents, designs, drawings, reports, calculations, diskettes, computer files, notes, and other related materials whether prepared by Consultant or their consulting team or obtained in the course of providing services to be performed pursuant to the contract agreement shall become the sole property of the City and shall be delivered to the City upon demand.

## **Non-Discrimination**

On the performance of the terms of the contract, the Consultant agrees that it will not engage in, nor permit such subcontractors as it may employ to engage in, discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, or religion of such person(s).

## **Termination**

The City reserves the right to terminate the contract once executed upon thirty (30) calendar days from written notice to the Consultant. Consultant may terminate with thirty (30) calendar days written notice for breach only.

## **Conflicts of Interest**

Consultant agrees to promptly notify City whenever a client or consultant has an interest in any portion of the project referred to Consultant for professional services. In particular, Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the resulting construction project. Such project may be withdrawn by the City with no compensation due, if the Consultant has a conflicting interest.

## **Indemnity Disclosure**

The Consultant shall indemnify and hold City harmless from all claims, damages or liability, including all reasonable attorneys' fees and other costs incurred in defending any claims arising out of or in connection with the Consultant's alleged negligence in the performance of its services.

## **Inspections**

The City reserves the right to inspect the work being done by the Consultant or any consultants of the Consultant at any time.

## **No waiver**

No waiver or any provision of the contract agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

### **Breach of Contract**

In the event of any action, suit or proceeding is brought for the enforcement of or the declaration of any right or obligation pursuant to the contract or as a result of any alleged breach of any provision of the contract, the prevailing party shall be entitled to recover its costs and expenses including reasonable attorney's fees, from the losing party and any judgment or decree rendered in such a proceeding shall include an award thereof.

### **Arbitration**

Cases involving a dispute between the City and Consultant may be decided by an arbitrator only if both sides agree in writing to arbitration and to the selection of the arbitrator with each party to bear its own costs.

### **Action Filed in Court**

The contract shall be made, entered into, executed in Los Angeles County, California and any action filed in any court or for arbitration for the interpretation, enforcement or other action regarding the terms, conditions or covenants referred to herein shall be filed in the applicable court in Los Angeles County, California and shall be decided based upon the laws of the State of California.

### **Standard Basic Contract**

The selected consultant or firm will be required to comply with the City's standard contract requirements set forth in **APPENDIX A – PROFESSIONAL SERVICES CONTRACT** and the following section:

- 1. 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.
- 2. 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.

3. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.

### **3.7. Supporting Documentation**

#### **West Hollywood Design District Streetscape Master Plan**

Please reference the [full master plan](#) to understand anticipated changes to adjacent stretches of Beverly Boulevard and the [appendix](#) for details on the initial concepts for the gathering place.



## APPENDIX A

### 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:
  4. **SERVICES.** The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.
  5. **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.
  6. **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.
  7. **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.
  8. **CONTRACT ADMINISTRATION.**
    - 8.1. **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.
    - 8.2. **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.

- 8.3. **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.
- 8.4. **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.

9. **TERMINATION.**

- 9.1. **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.
- 9.2. **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.

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

For purposes of this paragraph:

## AGREEMENT FOR PROFESSIONAL SERVICES

- 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.

## 11. INSURANCE REQUIREMENTS.

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

11.1.1. **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."

11.1.2. **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.

11.1.3. **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.

11.1.4. **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.

11.2. **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.

11.2.1. "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."

11.2.2. 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.

11.2.3. 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.

11.2.4. 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.

11.2.5. 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.

11.2.6. 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.

## AGREEMENT FOR PROFESSIONAL SERVICES

- 11.2.7. 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.
- 11.2.8. 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.
- 11.3. **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.
- 11.4. **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.
- 11.5. **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.
12. **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.

13. **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.
- 13.1. **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.
- 13.2. **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.
- 13.3. **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.
14. **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.
15. **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

## AGREEMENT FOR PROFESSIONAL SERVICES

employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

16. **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.
17. **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.
18. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
19. **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.
20. **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.
21. **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.
22. **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: \_\_\_\_\_

23. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
24. **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.
25. **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.
26. **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.
27. **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.



**AGREEMENT FOR PROFESSIONAL SERVICES**

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

CONTRACTOR:

\_\_\_\_\_  
Name, Title

CITY OF WEST HOLLYWOOD:

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Paul Arevalo, City Manager

ATTEST:

\_\_\_\_\_  
Yvonne Quarker, City Clerk

**CITY OF WEST HOLLYWOOD**

**AGREEMENT FOR SERVICES**

**Exhibit A**

**Scope of Services:**

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

**Time of Performance:**

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

**Special Payment Terms:**

NONE

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

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

Certificate of Exemption from  
Workers' Compensation Insurance

TO: City of West Hollywood

SUBJECT: Sole Proprietor/Partnership/Closely Held Corporation  
with No Employees

Please let this memorandum notify the City of West Hollywood that I am a

- sole proprietor
- partnership
- nonprofit organization
- closely held corporation

and **do not have any employees whose employment requires me to carry workers' compensation insurance.** Therefore, I do not carry worker's compensation insurance coverage.

Contractor Signature \_\_\_\_\_

Printed Name of Contractor \_\_\_\_\_

Date \_\_\_\_\_