

REQUEST FOR QUALIFICATIONS

ON-CALL
GEOTECHNICAL ENGINEERING
REVIEW SERVICES

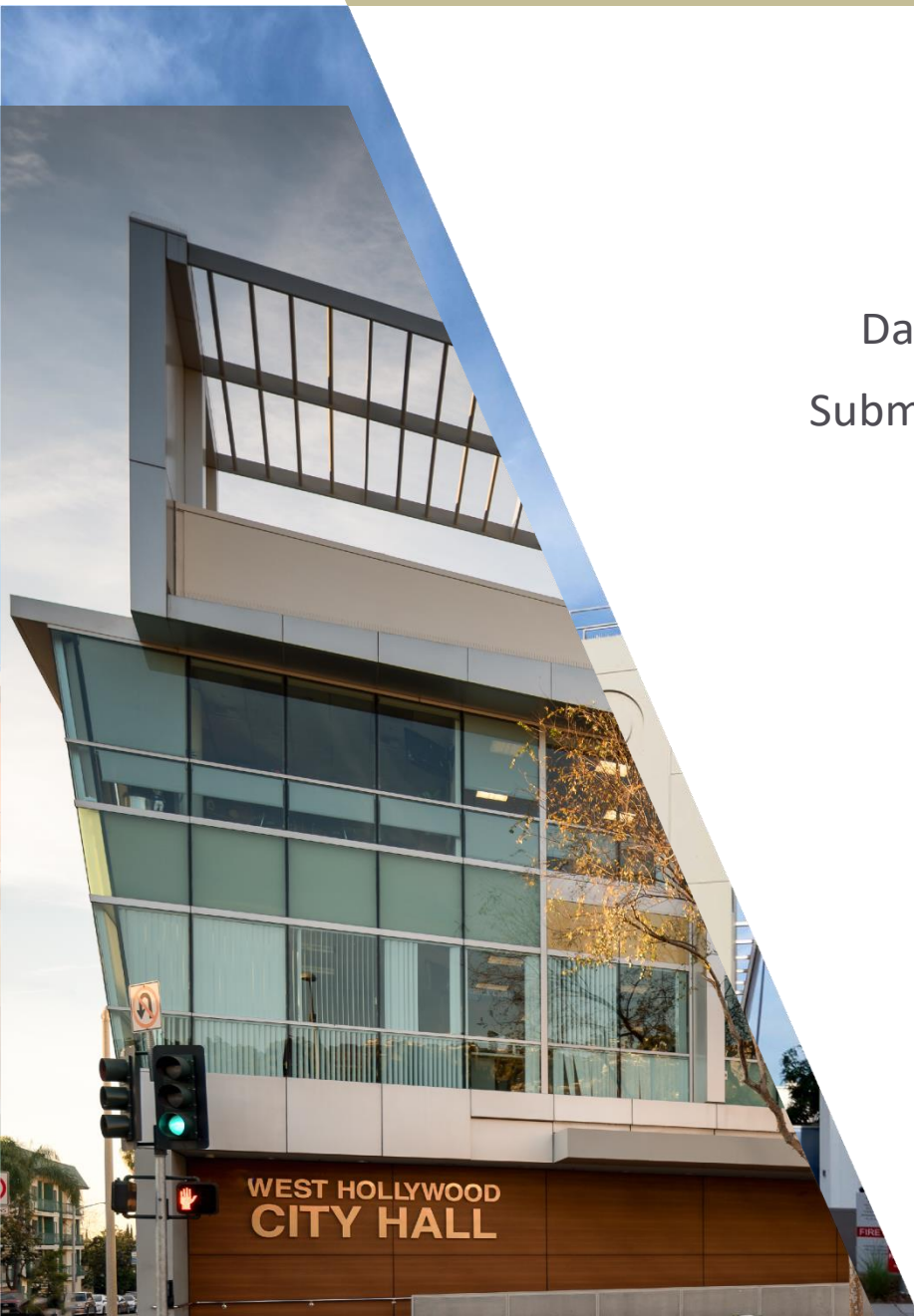
CITY OF WEST HOLLYWOOD

Date Issued: April 29, 2019

Submission Due: May 24, 2019



City of West Hollywood
California 1984



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INTRODUCTION AND SCHEDULE

Purpose of RFQ

The City of West Hollywood is seeking Statements of Qualifications (SOQ) from Geotechnical Engineering Consulting firms for on-call Geotechnical Engineering Review services. Through this Request for Qualifications (RFQ), the City will select one or more qualified consultants ("Consultant Bench") with which the City may contract with to provide services requested in the RFQ's scope of work on an as-needed basis.

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

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

BACKGROUND

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

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

The City lies in an active and potentially dangerous seismic region. Some of the most prominent hazards within the City include fault rupture, ground shaking, ground settlement, liquefaction, and landslides. To identify and reduce the risk of geological/ seismic hazards the City of West Hollywood's Planning and

Development Services Department requires site-specific geotechnical design reports for certain types of development projects. For land development projects the owner, developer, or applicant is responsible to conduct the required investigations and pertinent documentation in the form of a report to the City for review and approval. The City does not employ a staff geologist so these reports cannot be prepared or evaluated (peer reviewed) by City staff.

Consequently, the City desires to obtain consultant services for a broad range of geotechnical services. This work will be concentrated primarily on specific project soil reports and associated technical studies that are submitted with applications for the Planning and Development Services Department review and approval but may also include other geotechnical or seismic engineering services and updating or creating policy wide geotechnical standards, guidelines, and reference materials. From time to time, the City may also desire expert review, as City's agent, of documents for proposals in adjoining or nearby jurisdictions, and other expert environmental review and reporting work.

The approximate aggregate volume of geotechnical review and assessment work administered through the Planning and Development Services Department is anticipated to be between \$75,000 to \$150,000 per calendar year.

The anticipated term of the contract will be no less than three (3) years. All work will be assigned on an as-needed basis. Work is not guaranteed, but as the need for geotechnical engineering services arises, the City will contract the firm(s) for the specific work tasks.

MINIMUM QUALIFICATIONS

Contractor must be a responsible firm that has been in continuous existence and has provided continuous services for the relevant requirements contained herein for at least five (5) years. Less than the minimum required experience may eliminate that proposer from further consideration.

Contractor must have currently licensed staffing resources to provide the Geotechnical Engineering review services required for the scope of work outlined in the specifications. Contractor's team shall hold clear and valid California professional licenses required to perform the requested services in accordance with the State of California Section 7801.

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

- Mapping site data using ArcVIEW GIS, and MS Illustrator (or similar software);
- Strong skills in writing and oral communication;
- Testify at public hearings in regards to environmental conditions and/or impacts associated with proposed development projects.

RFQ SCHEDULE

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

RFQ Schedule and Deadline Dates	
RFQ issued by the City	4/29/2019
Deadline for Questions (4:00 PM PDT)	5/10/2019
Answers posted	5/15/2019
Statements of Qualifications Due Date (4:00 PM PDT)	5/24/2019
City completes screening process, Statements of Qualifications and pricing evaluations, and selects Consultant (screening process may include phone or in person interviews at the City's discretion)	5/25/2019 – 06/07/2019
Awarding of contract and contract signing	June 2019
Contract Estimated Start Date	7/1/2019

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

Every attempt shall be made to ensure that the Proposer receives an adequate and prompt response. Questions and requests for clarification regarding this RFQ must be submitted via the PlanetBids System by 4:00 PM on May 10, 2019 (<https://www.planetbids.com/hub/hub.cfm>). Therefore, Consultants are advised that any questions received after that date cannot be answered.

SCOPE OF WORK

Consultant shall provide a broad range of geotechnical services. This work will be concentrated primarily on specific project soil reports and associated technical studies that are submitted with applications for the Planning and Development Services Department review and approval but may also include other geotechnical or seismic engineering services and updating or creating policy wide geotechnical standards, guidelines, and reference materials. From time to time, the City may also desire expert review, as City's agent, of documents for proposals in adjoining or nearby jurisdictions, and other expert environmental review and reporting work.

A. Administrative Duties

- Attend meetings with City staff, public officials, community leaders, developers, contractors and the general public.
- Review and provide written comments on land development matters, and construction plan review.
- Provide technical advice to City personnel related to all matters of geotechnical engineering, including but not limited to current building code requirements, General Plan requirements, and State and Federal regulations.

B. Geotechnical Engineering

- Provide professional geotechnical services for peer review of geotechnical reports and analysis for the Planning and Development Services Department for land development projects.
- Provide professional geotechnical services for seismic retrofit screening reports and plan submissions.
- Provide review, technical advice, and recommendations to the Planning and Development Services Department for land development projects, City projects, and development related City programs.
- Provide seismic review, field investigation, data collection and preparation of geotechnical reports for City projects.
- Provide consultation, feasibility evaluation and alternative analysis for City projects.
- Provide geotechnical design including plan preparation and development of specifications for City projects.

C. Policy Development

- Collaborate with the City to develop policies with the General Plan, State of California and City of West Hollywood Municipal Code, and the California Geological Survey.
- Create and update, as-needed, Liquidfaction maps, Fault Line maps, and Seismic Hazard maps.
- Assist City staff with developing Geotechnical Engineering Report Guidelines and or Geotechnical Engineering Report Submission Standards as appropriate, to maintain conformance with latest state regulations, laws and acceptable engineering geological and geotechnical engineering practices.

D. Other Professional Services

- Provide other geotechnical engineer services related to land development projects, City projects, and City programs as authorized and requested by the City.

Consultant shall assign personnel who are professionally qualified as determined by the City to perform requested services in compliance with adopted State of California Building Codes, as well as, all other applicable Codes. All materials, resources, tools and training shall be supplied by the Consultant.

Upon determination of a need for service, the City will inform the selected firm of the specific staffing need and/or scope of work. The firm will prepare a detailed scope and cost schedule or cost proposal, depending on the services requested, as determined by the City. Upon agreement of a detailed scope and cost, the City will issue a notice to proceed in the form of a purchase order for each task order or agreement in compliance with the City's purchasing guidelines and processes.

Statement of Qualifications (SOQ) Submission

Statements of Qualifications are due by **4:00 PM on MAY 24, 2019**. All responses should include all information requested and be organized according to the format outlined below.

Statement of Qualifications Submission Information

Format- responses to this RFQ should not exceed thirty (30) pages total with a font size no smaller than 12 pts, excluding resumes. Pages should be numbered and a table of contents must be included. The structure of the SOQ shall conform to the outline listed below.

Firms should submit one (1) digital copy of the submission on PlanetBids (<https://www.planetbids.com/hub/hub.cfm>) no later than Friday, May 24, 2019 at 4:00pm. Proposals received after this time and date will be disqualified and unopened. Postmarks will not be accepted as proof of receipt. No oral, telephonic, faxed, emailed, or telegraphic proposals or modifications of proposals will be considered.

The Statement of Qualifications shall include, as a minimum:

1. Transmittal Letter. The letter must be signed by a person authorized to negotiate and execute contracts on behalf of the consultant team. It should include the name and title of the person who will be the lead manager and convey a clear understanding of the requirements and objectives, and why this team is uniquely qualified to be awarded this contract. It should include contract information (physical address, telephone number, fax and email) for the point of contract on all correspondence and communications pertaining to the RFQ.
2. Proposer Statement. A written statement by the Proposer that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In case of conflict between federal, state, or local laws or regulations, the strictest shall be adhered to.
 - A written statement by the Proposer shall allow all authorized federal, state, county, and the City of West Hollywood official's access to place of work, books, documents, papers, fiscal, payroll materials, and other relevant contract records pertinent to this project. All relevant records shall be retained for at least three years.
 - A written statement that the Proposer shall comply with the California Labor Code

pursuant to said regulations entitled: Federal Labor Standards provisions; Federal prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively.

- A written statement that the Proposer shall comply with the Copeland Anti-kickback.
 - List any lawsuits or arbitration proceedings that have been initiated by or against your firm in the past five years. Briefly state the nature of the action and the outcome.
 - Include a statement regarding whether the City's standard consultant agreement and insurance requirement (see Attachment A) are acceptable as is, or whether any modifications would be proposed.
3. *Firm's Qualifications*. Provide a summary of overall qualifications and experience of the Firm, especially municipal work, number of years the firm has been in business, and provide a statement on the firm's ability to accomplish the scope of services in a comprehensive and thorough manner to meet the needs of the City of West Hollywood. Identify any consultants/sub-consultants that you would expect to use, noting relevant disciplines.
 4. *Proposed Consultant Team*. Identify key personnel who will be assigned to the project, their responsibilities, qualifications, and relevant professional licensure. Provide resumes summarizing qualifications and experience of the project manager and staff likely to be assigned to the work.
 5. *Technical Approach*. Provide a description of the techniques and methodologies that the consultant is prepared to employ. Provide an estimated schedule of turn-around time for reviews.
 6. *References*. The names, addresses, and telephone numbers of five (5) current or former clients who have contracted with the consultant for services similar to those described in this RFQ. Also provide a short description of existing projects or a project that was successfully completed by the team for the referenced client, in respect to each reference listed.
 7. *Fee Schedule*. This section should identify the hourly billing rates for all listed personnel, as well as other costs or expenses that would be charged in conjunction with the work. Annual increases in hourly rates should be included for the length of the agreement including optional years.

STATEMENTS OF QUALIFICATIONS DETAILS

CANCELLATION/ REVISION OF RFQ

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

ACCEPTANCE OR REJECTION OF SUBMISSION

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

The City reserves the right to request and obtain supplementary information that it deems necessary to the City's ability to analyze and evaluate a submission. The City reserves the right to deem any proposer who fails to provide the City with requested supplementary information as non-responsive. Upon completion of the evaluation phase, the City will select those consultants for interviews whose submissions and qualifications most closely conform to the requirements of this RFQ. The consultant, by submitting a response to this RFQ, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFQ. The City, at its discretion, will interview several firms responding to this RFQ, and will enter into one or more contract with one or more individuals or firms to address the full range of services requested in this RFQ.

The City reserves the right and to take all submissions under advisement for a period of ninety (90) days. No proposer may withdraw its submission for a period of ninety (90) days after the date from the opening thereof. The award of contract, if made, will be in accordance with the evaluation criteria provided in the Request for Qualifications documents.

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.

CITY'S STANDARD CONTRACT

It is important for Consultants to review Attachment 1 (Sample Draft Agreement for Services) in this RFQ. 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 Statements of Qualifications. Requests that are not submitted as part of the RFQ 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 Statements of Qualifications 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 Statements of Qualifications, 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 submission 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 RFQ, 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.

STATEMENTS OF QUALIFICATIONS EVALUATION AND SELECTION CRITERIA

Consultant must satisfy the City of its ability to perform the services requested. Consultant must demonstrate and document a history of timely and satisfactory performance of similar projects in a manner which addresses the stated evaluation criteria. Consultant shall be responsible for the accuracy of information supplied concerning references. In addition, the City may consider evidence of untimely and unsatisfactory performance on prior similar projects, or litigation by the Consultant on previous contracts to be grounds for disqualification.

Evaluation Criteria

- Experience of Firm and history in performing on-call geotechnical services particularly for governmental agencies will be strongly considered.
- Qualifications and expertise of the Firm in providing the same or similar services
- Qualification of personnel and team proposed to provide services.
- Ability to understand and perform services described in the scope of work efficiently and in accordance with the requirements of City.
- Exceptional customer service.
- References and prior experience providing services to Municipalities.
- Cost of Services (boiler plate costs) and Hourly Billing Rates

Selection Criteria

Pursuant Sections 4525 - 4529 of the Government Code of the State of California, the consultant's selection will be based on qualifications. A selection committee, established by the City, will review the Statements of Qualifications received by the deadline and develop a short list of qualified firms based upon the relative quality of the submissions. The City *may* invite short listed firms to interview with City staff. The City may seek outside expertise, including but not limited to technical advisors to assist in the selection process. The City reserves the right to reject any and all submissions.

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

Scoring Criteria

Criteria	Maximum Score
Approach and Understanding of Scope of Work	15
Consultant's Capabilities and Past Experience	25
Proposed Consultant Team	25
References	20
Cost/ Fee Schedule	15
Total	100

Owner's Rights

The City of West Hollywood reserves the right to reject any and all submissions or to waive any irregularities or informalities in any submission should it deem this necessary for the public good, and also the submission of any Proposer who has been delinquent or unfaithful in any former contract with the City of West Hollywood

The City reserves the right to request and obtain supplementary information that it deems necessary to the City's ability to analyze and evaluate a submission. The City reserves the right to deem any proposer who fails to provide the City with requested supplementary information as non-responsive. Upon completion of the evaluation phase, the City may select firm's whose submissions and qualifications most closely conform to the requirements of this RFQ and request in-person or telephone interviews. The consultant, by submitting a response to this RFQ, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFQ. The City will interview several firms responding to this RFQ, and will enter into one or more contract with one or more individuals or firms to address the full range of services requested in this RFQ.

The City reserves the right and to take all submissions under advisement for a period of ninety (90) days. No proposer may withdraw its submission for a period of ninety (90) days after the date from the opening thereof. The award of contract, if made, will be in accordance with the evaluation criteria provided in the Request for Qualifications documents.

Point of contact for this project is Dominic Gray at (323) 848-6818 or via email at Dgray@weho.org.

Submissions must be submitted electronically on the planet bids website (<https://www.planetbids.com/hub/hub.cfm>).

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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

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CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.

- 5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

6. TERMINATION.

- 6.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.
- 6.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

7. **INDEMNIFICATION.** Contractor shall indemnify 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

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fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the City. The obligations established by this paragraph will survive termination of this Agreement.

For purposes of this paragraph:

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

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."

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- 8.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- 8.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.
- 8.1.4. **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 _____