

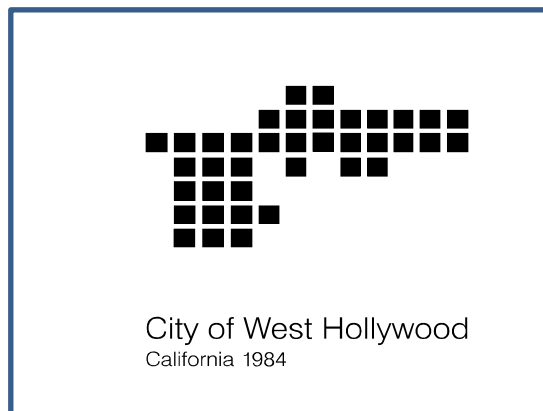
**REQUEST FOR PROPOSALS (RFP)**

**DESIGN OF BIKE LANE & MEDIAN MODIFICATIONS  
SANTA MONICA BOULEVARD  
BETWEEN DOHENY DRIVE AND ALMONT DRIVE**

**ISSUED BY:**

**THE CITY OF WEST HOLLYWOOD  
8300 Santa Monica Boulevard  
West Hollywood, CA 90069**

**Hany Demitri, P.E., T.E.  
City Engineer  
Department of Public Works**



**RESPONSES DUE:**

**JANUARY 29, 2020 AT 5:00 P.M.**

# DESIGN OF BIKE LANE & MEDIAN MODIFICATIONS SANTA MONICA BOULEVARD BETWEEN DOHENY DRIVE AND ALMONT DRIVE

**Background**

The City of West Hollywood, as the AGENCY, is inviting qualified consultants to submit proposals to provide professional services for the design of new bike lanes on both sides of Santa Monica Boulevard between Doheny Drive and Almont Drive. This is a one-block street segment that is approximately 700 feet long. The objective of the project is to complete a missing link in the bike lane network.

Santa Monica Boulevard at this location has two travel lanes in each direction, parking on both sides of the street, and a wide landscaped median with a meandering walkway, trees, and public art (see Attachment A, Aerial Photo). As there is not sufficient lateral space to install the bike lanes in the existing roadway without removing parking, a travel lane, or part of the median, the project involves eliminating parking on the south side of the street to install the eastbound bike lane and cutting back the north edge of the median to provide sufficient space for the westbound bike lane adjacent to the on-street parking on the north side of the street.

The proposals shall be submitted electronically at:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=22761>

The City of West Hollywood desires to receive proposals from firms that have recent experience in designing bike lanes as well as physical roadway improvements. The selected Consultant will prepare the Plans, Specifications, and Estimates (PS&Es) for the median modifications and bike lane installations. A copy of the request for proposals (RFP) is available at no cost at this website: <http://www.planetbids.com/portal/portal.cfm?CompanyID=22761>

**The Request for Proposal (RFP) Schedule is as Follows:**

- January 9, 2020 Request for Proposals released
- January 21, 2020 Deadline for requests for clarification and questions – 5:00 P.M.
- January 29, 2020 Deadline for proposal submission – 5:00 P.M.

**Minimum Qualifications**

Proposer must be a responsible firm that has been in continuous existence and has provided services for the relevant tasks contained herein for at least three (3) years. Less than the minimum required experience may eliminate that proposer from further consideration. The proposer’s team shall include a licensed Civil Engineer and Traffic Engineer that are registered in the State of California.

### **Evaluation of Proposers and Selection Criteria**

- Qualifications and Expertise of the Firm and Personnel (50%)
- Proposed Schedule of Fees (50%)

### **Owner's Rights**

The City of West Hollywood reserves the right to reject any and all proposals and/or to waive any irregularities or informalities in any proposals should it be deemed necessary for the public good. A proposal may also be rejected if the proposer has been delinquent or unfaithful in any former contract with the City of West Hollywood. No proposer may withdraw its proposal for a period of ninety (90) days after the due date. The award of contract, if made, will be in accordance with the evaluation criteria provided in the RFP.

### **Point of Contact**

The City's primary contact for this project is Richard Garland, Principal Traffic Engineer, at 323-848-6457 or via email at [rgarland@weho.org](mailto:rgarland@weho.org).

### **Format for the Proposal**

The Proposal shall include, as a minimum:

1. A transmittal letter stating that the person submitting the proposal is authorized to contract on behalf of the consulting firm; that this RFP shall be incorporated in its entirety as a part of the Proposer's quote; that all federal, state, and local laws and regulations shall be adhered to; that City officials shall have access to all records pertinent to this project for at least three years; and that the Proposer will comply with the Copeland Anti-kickback Act (18 USC 874 C) and the implementation regulation (29 CFRR 3) issued pursuant thereto, and any amendments thereof.
2. Qualifications applicable to this project including general information about the firm; the names, experience, and proposed duties of the Proposer's staff to be assigned to this project; a description of recent similar projects completed; and similar information regarding any subconsultants that are included in the proposal. Resumes of all proposed personnel shall be included as an attachment.
3. Client references (government agencies preferred), including the names, titles, addresses, telephone numbers, and email addresses of the appropriate persons that the City can contact regarding similar work experience. A minimum of 3 references should be provided for work performed within the last 3 years.
4. A brief description of the Proposer's approach to the tasks required to complete the scope of work.

5. A cost proposal and schedule for the proposed scope of work. The cost proposal shall include labor hours, labor rates, and fixed costs for the following two components (show costs separately for each component):
  - Preparation of PS&Es for the median modifications
  - Preparation of PS&Es for the bike lanes, pavement markings, and traffic signal modifications

The City has the option of selecting the Proposer for one or both components of the project.

### **Scope of Work**

The following is a general outline of the scope of work to be provided by the consultant. While it is believed that this scope includes all elements essential to complete the project, those submitting proposals are advised to include any additional items that they believe have been omitted.

#### ***Preparation of PS&Es for the Median Modifications***

- A. Review the existing infrastructure plans and underground utilities maps and meet with City of West Hollywood staff to initiate the project.
- B. Conduct a topographic survey of existing conditions along the limits of the median to serve as a base map for the median modification plans. The surveyor shall obtain any necessary benchmarks and centerline ties and will select the datum from which elevation points will be referenced.
- C. Conduct all necessary research to identify relevant substructure and surface features along and within the affected median, including but not limited to landscaping, trees, irrigation, electrical components, curb-and-gutter, and any other features within the project limits.
- D. Prepare **two street plan alternatives** for the median modification: one that would provide sufficient lateral space for a conventional **bike lane** along the north side of Santa Monica Boulevard and one that would provide sufficient lateral space for a **bike lane** as well as a **widened sidewalk** along the north side of Santa Monica Boulevard. A detailed design of the sidewalk widening is not a component of this project; however, a concept plan to determine the additional width of the sidewalk will be needed as input for the median modification design. The street/median improvement plans will include a retrofit/expansion of the roadway pavement, curb-and-gutter design, detailed grading with top of curb and flowline profiles, details for any required modifications to access ramps, and details for any other features that might be affected by the median modifications.
- E. Prepare electrical, landscape, and irrigation plans in conjunction with the two street/median improvement plans to include any such features that would be affected by the median modifications. This would include, but not be limited to, retrofitting of the irrigation system, lighting fixtures, plantings (including trees), signs, and public art installations (including foundations and anchorages).

- F. Prepare reproducible final construction plans (PS&Es), utilizing AutoCAD at 20 scale (or whatever scale is most feasible), on the City of West Hollywood title blocks. All construction shall be per City of West Hollywood and/or the "Standard Specifications for Public Works Construction" (Greenbook) standards and per the "Standard Plans for Public Works Construction," unless indicated differently on the plan. Include detailed itemized cost estimates of the probable construction costs.
- G. Attend pre-construction meeting to answer technical questions from contractor.
- H. Final CADD plan files, specifications and cost estimate shall be delivered to the City on compact CD-R disc (or transmitted electronically, if feasible) as a deliverable product. All final CADD plan files shall become the property of the City and may be used subsequently by the City or its assignee without additional compensation to the consultant.
- I. Provide "as built" plans 30 days after project completion.
- J. Consultant shall be available to answer questions during project design and provide technical advice during the construction phase.
- K. Respond to contractor's Requests for Information (RFI) as necessary.
- L. Participate in one walk-through final check of the project to assure the work is in substantial conformance with the approved construction documents.

***Preparation of PS&Es for the Bike Lanes, Pavement Markings, and Traffic Signal Modifications***

- A. Prepare striping/pavement markings plan for the modifications necessary to shift the alignment of the travel lanes, including lane lines, pedestrian crosswalks, arrows, limit lines, and any other necessary features.
- B. Prepare striping/pavement markings plan for the bike lanes (north and south sides of Santa Monica Boulevard), including green pavement treatments, special markings at intersections (if needed), bike symbols, buffers, arrows, bicycle detector markings, parking stall markings, and any other necessary features.
- C. Prepare plan for traffic signal modifications, including detector loops relocation, bicycle detectors, pole relocation (if necessary), and any other necessary features.
- D. Tasks F through L, as stated above.

**Administrative Elements**

Proposals shall be prepared and submitted at the respondent's sole expense. All proposals will become the property of the City of West Hollywood and will not be returned. There will be no public bid opening. The City reserves the right to negotiate mutually acceptable project-related conditions.

The Proposer shall assign a responsible representative and an alternate to perform the assigned tasks. Both Proposer staff members shall be identified in the proposal. The Proposer's representative will be responsible for all duties from contract negotiations through project completion. If the primary representative is unable to continue with the project, then the

alternate representative will become the primary representative. The City must approve any other changes in responsible representatives in advance. The City will have the right to reject other proposed changes in personnel and may consider any other changes in responsible personnel a breach of contract.

The Proposer shall provide all necessary labor, instruments, equipment, and materials to perform the described work and ongoing services.

### **Subcontracting**

The Proposer may utilize the services of specialty subcontractors/subconsultants on those parts of the work that, under normal contracting practices, are performed by specialty subcontractors. Unless the Proposer lists a specific subcontractor, the Proposer is representing to the City that the Proposer has all appropriate licenses, certifications, and registrations to perform the work hereunder.

After submission of the proposal, the Proposer shall not award work to any unlisted subcontractor(s) without prior written approval of the City. The Proposer shall be fully responsible to the City for the performance of his/her subcontractors, and of persons either directly or indirectly employed by them. Nothing contained herein shall create any contractual relation between any subcontractor and the City.

### **Insurance**

The following insurance coverages and amounts will be required by the City.

- a. Workers' Compensation Insurance in accordance with State of California laws.
- b. Commercial General Liability Insurance of \$1,000,000.
- c. Automobile Liability Insurance of \$300,000.
- d. Professional Liability Insurance of \$1,000,000.
- e. City will be requesting to be named an additional insured on a primary and non-contributory basis on all liability policies (GL, AL, & PL).

## CITY OF WEST HOLLYWOOD

### SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on this \_\_\_\_ day of \_\_\_\_\_, 2020, 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 \_\_\_\_\_ (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 \_\_\_\_\_, 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, Richard Garland, P.E., shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.
    - 5.2. **Manager-in-Charge.** For the CONTRACTOR, \_\_\_\_\_ shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.

## CITY OF WEST HOLLYWOOD

### AGREEMENT FOR SERVICES

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



## CITY OF WEST HOLLYWOOD

### SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES

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"

## CITY OF WEST HOLLYWOOD

### SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES

which is attached hereto and incorporated herein by reference as "Exhibit B."

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

## CITY OF WEST HOLLYWOOD

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the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

- 8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  - 8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.
  - 8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.
  - 8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
  - 8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.
  - 8.2.8. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- 8.3. **Self-Insured Retention/Deductibles.** All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Owner (as the named insured) should Owner fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Owner understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Owner's behalf upon the Owner's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in

## CITY OF WEST HOLLYWOOD

### SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES

any action against Owner for breach of this Agreement in addition to any other damages incurred by City due to the breach.

- 8.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.
- 8.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
10. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 10.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
- 10.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due

## CITY OF WEST HOLLYWOOD

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to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

- 10.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.
11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
13. **LIVING WAGE ORDINANCE.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.
14. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of contractor's employees, which shall include; bereavement leave; family medical

## CITY OF WEST HOLLYWOOD

### SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES

leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.

15. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
16. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.
17. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
18. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
19. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

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

Attention: Richard Garland, P.E.

**CITY OF WEST HOLLYWOOD**

**SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES**

CONTRACTOR:

Organization Name

Street Address, City State ZIP

Attention: \_\_\_\_\_

20. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
21. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
22. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
23. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
24. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

**CITY OF WEST HOLLYWOOD**  
**SAMPLE 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





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# ATTACHMENT A AERIAL PHOTO OF SANTA MONICA BOULEVARD