

REQUEST FOR PROPOSALS

SEISMIC RETROFIT PEER REVIEW AND PLAN CHECK SERVICES

Date Issued: March 5, 2020
Proposal Due: March 27, 2020



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EXECUTIVE SUMMARY

The City of West Hollywood invites proposals from qualified engineering consulting firms with experience and technical qualifications to respond to a Request for Proposals (RFP) to provide structural peer review and plan check services for seismic retrofits for three building types. The City is looking for Consultants with technical expertise in retrofits for non-ductile concrete (NDC) buildings, pre-Northridge steel moment frame (PNSMF) buildings, and existing wood-framed buildings with soft, weak or open front wall lines (SWOF) buildings. Consultants should be familiar with the City's Mandatory Seismic Retrofit Ordinances and Design Guidelines and should have experience working with municipalities. Multiple consultants may be awarded contracts through this RFP.

CONTEXT. A significant earthquake will not only affect life safety, but also loss of shelter and significant economic loss. In order to reduce the risk of devastation due to a large earthquake, the City of West Hollywood has taken a proactive approach by addressing the seismic deficiencies in the existing building stock. Current building codes require new buildings to adhere to the most current building standards, however, the Code does not require existing buildings to be strengthened unless the building is undergoing major alterations. As such, the City of West Hollywood has implemented a mandatory seismic ordinance to reduce the risk of these existing, potentially vulnerable, buildings.

BACKGROUND. On April 17, 2017, the City Council formally adopted Ordinance 17-1004 establishing a framework for the mandatory seismic retrofit Existing Wood-Frame Buildings with Soft, Weak, or Open-Front Walls. The ordinance became effective on April 1, 2018. Shortly after, on August 7, 2017, Ordinance 17-1011 was adopted to establish provisions for existing Non-Ductile Concrete and Pre-Northridge Steel Moment Frame Buildings. This ordinance became effective on August 7, 2018. It is estimated that there are approximately 740 SWOF structures and 80 NDC/PNSMF structures that will be subject to compliance with the Ordinance(s). Implementation efforts began in April 2019 with the first compliance notices for Priority I SWOF buildings being issued. As the City moves forward with its efforts to strengthen the existing vulnerable building stock, additional support is required by outside resources with technical expertise in all three types of buildings.

We are seeking qualified consultants with seismic retrofit experience and a familiarity with the City's Mandatory Ordinances and Design Guidelines to assist with the peer review and plan review of projects submitting for compliance. We welcome your submissions.

Cynthia Zabala
Senior Plancheck Engineer

INTRODUCTION AND SCHEDULE

PURPOSE OF THE RFP

The City of West Hollywood (“City”) seeks to retain the services of highly qualified Engineering Consulting Firms (“Consultant”) with extensive experience in seismic retrofits for non-ductile concrete (NDC) and pre-Northridge steel moment frame (PNSMF) buildings. Selected consultant(s) will assist the City with the structural peer review and plan check of these two building types that are subject to the City’s mandatory seismic retrofit ordinance. In addition, the City is seeking assistance with the plan review of existing wood-frame buildings with soft weak or open-front wall lines (SWOF) retrofits.

RFP SCHEDULE

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

RFP Schedule and Deadlines	Date
RFP issued by the City	March 5, 2020
Deadline for Questions	March 16, 2020
Answers posted	March 20, 2020
Proposal Due Date (5:00 PM PST)	March 27, 2020
City review of RFP’s submitted	Week of March 30, 2020
Consultant Interviews/Selection	Week of April 13, 2020
Project Kickoff	May 2020

IMPLEMENTATION TIMELINE

The City anticipates issuing notices to comply for NDC and PNSMF buildings in Spring of 2020. Consultants assisting with these services will be in place by the May 2020.

CITY'S REPRESENTATIVE

A representative from the City will oversee work of the Consultant(s) and provide support as needed; this representative will be the primary and first point of contact for the Consultant(s). The representative will provide support including, but not limited to, assigning peer review and plan review projects, coordination and organizing of any meetings, and any additional tasks as required during the plan review/peer review process.

QUESTIONS OR CLARIFICATIONS

It shall be the Consultant's responsibility to ask questions or request clarifications to this RFP. Questions and requests for clarification must only be submitted via the PlanetBids System by March 16, 2020. Any questions received after that date will not be answered. Responses to questions will be posted on PlanetBids by March 20, 2020.

Please do not contact City Staff or City Council members with regard to this RFP after the RFP has been released and through the evaluation period. Firms attempting to do so will be disqualified from consideration.

SCOPE OF WORK

The City is seeking a professional contract for support services from qualified engineering firms to assist with the peer review and plan review for seismic retrofit projects. The scope of work shall include, but is not limited to, the following:

A. PEER REVIEW

1. Structural Peer Review: The Peer Review process is intended to facilitate the plan review process for the retrofit of complex NDC and PNSMF building structures by providing an objective, technical review of the structural analysis and retrofit design. The process is intended to advise the City as to whether or not an analysis and design generally conforms to the intent of the ordinance in addition to other requirements set forth in the California Building Code. The following provides a general outline of the tasks to be performed by the structural peer reviewer:

- a. Knowledge and understanding of the requirements of Ordinance 17-1011 and Chapters 13.36 and 13.40 of the West Hollywood Municipal Code for non-ductile concrete buildings and pre-Northridge steel moment frame buildings.
- b. Review and evaluate engineering reports which shall consist of the West Hollywood Screening Form and support documents for conformance with the City's Design Guidelines and appendices which can be found on the City's webpage at www.weho.org/seismic
- c. Ability to review items and perform tasks as outlined in Seismic Design Guidelines Appendix D - Structural and Geotechnical Peer Review Requirements which can be found as Attachment 1 of this RFP
- d. Consult with engineers/applicants on accepted structural analysis methods, standards, and guideline requirements.
- e. Participate and be available for meetings, discussions, phone conferences, site visits, and provide email correspondence as required for the project.

- f. Research City records (as required) to verify permit or plan submittal history justifying existing structural design methods described in the engineering documents.
- g. Work with a City staff member who will act as a liaison between the Peer Reviewer and the Design Engineer.
- h. Upon review of engineering documents, provide written review comments and any requests for clarification.
- i. Once a design is deemed adequate, the peer reviewer shall provide a letter of approval to the City.
- j. The peer reviewer shall take into consideration the project schedule and be readily available for full participation to ensure timely review during the peer review process.
- k. Have the ability to effectively communicate findings and recommendations in a professional manner to City staff, design professionals and owners.

2. Geotechnical Peer Review: The City may require a geotechnical/geological report to be reviewed by an independent peer reviewer if certain conditions are met as specified in Appendix D of the Seismic Design Guidelines for NDC and PNSMF structures. This document can be found in Attachment 1 of this RFP. The tasks of geotechnical peer reviewer may include the following:

- a. Review of geotechnical or geological report
- b. Review the site specific response spectra used
- c. Review of ground motion selection and application
- d. Perform tasks c through k as listed above in item 1 for Structural Peer Review.

B. PLAN CHECK/PLAN REVIEW

1. Review and evaluate construction plans, calculations and support documents for conformance with the City's Seismic Retrofit Ordinances, Design Guidelines, Appendices and applicable code requirements for 3 types of buildings:
 - a. Non-ductile concrete buildings
 - b. Pre-Northridge steel moment frame buildings
 - c. Existing wood-frame buildings with soft weak or open-front wall lines.

2. Provide written correspondences/correction lists, and once requirements have been met, a letter of approval and ability to stamp/approve all final documents.
3. Evaluate Screening reports and support documents and provide comments/corrections as required.
4. Make appropriate entries and upload documents into the City's permitting system, Trakit.
5. Consult with engineers/applicants on accepted structural analysis methods, standards, and guideline requirements.
6. Participate and be available for meetings, discussions, phone conferences, site visits, and provide email correspondence as required for the project.
7. Reviewer shall be readily available for full participation to ensure timely turn-around time during the review process.

PROPOSAL SUBMISSION

PROPOSAL DUE BY MARCH 27, 2020

PlanetBids SUBMISSION

The Consultant shall submit one (1) digital copy of the submission on PlanetBids: <https://www.planetbids.com/portal/portal.cfm?CompanyID=22761>. 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: <https://www.planetbids.com/portal/portal.cfm?CompanyID=22761>. 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.

PROPOSAL PAGE LIMIT

Proposals must be clear, succinct and not exceed fifty (50) pages.

COMPLETENESS

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

PROPOSAL ORGANIZATION

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

1. COVER LETTER

An overall introduction to the proposal is required, including a statement of the Consultant's understanding of the needs of the City in an executive summary format and a brief background of the firm. The letter may also briefly include any particular information the Consultant wishes to bring to the City's attention with regard to this RFP.

2. PROJECT TEAM

Include the name, title, and resume of the person who will be the lead/project manager. Provide an organizational chart that identifies the key members of the project team, their title, and their assigned role within the project team. Briefly summarize the major responsibilities of each team member. Include the resumes of all team members who will be providing services that highlight relevant projects and qualifications to complete the tasks assigned.

Identify all consultants/sub-consultants (if any) that you would expect to use. Include resumes and information regarding their qualifications.

3. FIRM INFORMATION AND QUALIFICATIONS

Please provide the following company information:

1. Number of years the firm has been in business
2. Provide information with regard to your firm's experience working with seismic retrofits and/or retrofit programs for NDC, PNSMF, and SWOF structures.
3. Provide a comprehensive and detailed narrative demonstrating your firm's ability to accomplish each of the tasks outlined in the Scope of Work to meet the needs of the City of West Hollywood.
4. Explain your firm's experience with providing similar services outlined in the Scope of Work to other jurisdictions or organizations.
5. Provide information with regard to your firm's approach to customer service and communication style as it relates to the Scope of Work.

4. REFERENCES

Provide a list of at least three (3) current references. Include name of client, jurisdiction or organization, name of contact, job title, email address, mailing address, telephone number(s). Identify the type of services provided to each individual/organization and the dates of service.

5. PROFESSIONAL SERVICE FEES & TURN-AROUND TIMES

Propose and describe in detail the fee structure corresponding to the related professional services as outlined in the Scope of Work. Provide a break down of fees for each of the services listed below. Include any other direct costs that may be involved (if any). Also include turnaround times for first submittals and subsequent re-submittals.

Structural Peer Review

Geotechnical Peer Review

Plan Review Services for NDC buildings

Plan Review Services for PNSMF buildings

Plan Review Services for SWOF buildings

Screening Report Review for SWOF, NDC, and PNSMF buildings

6. CONTRACT

It is important for Consultants to review Attachment 2 (Sample Draft Agreement for Services) in this RFP. The contract is the City's standard contract for these services and will be used as a result of this selection process. Include a statement accepting as written, the City's standard agreement for Services or clearly identify any requests for deviation or modification of the contract language. Requests that are not submitted as part of the RFP response will not be considered at a later date.

PROPOSAL DETAILS

CANCELLATION

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

ACCEPTANCE OR REJECTION OF PROPOSAL

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

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

UNIVERSAL ACCESS AND NON-DISCRIMINATION

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

SAMPLE BASIC CONTRACT

It is important for Consultants to review Attachments 1 (Sample Draft Agreement for Services) in this RFP. The contract is the City's standard contract for these services and will be used as a result of this selection process. Any requests for deviation or modification of the contract language should be clearly identified in the Proposal. Requests that are not submitted as part of the RFP response will not be considered at later date.

VERIFICATION OF INFORMATION

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

CONFIDENTIALITY

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

OWNERSHIP OF REPORTS AND DATA

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

PROPOSAL EVALUATION AND SELECTION

Evaluation of the proposals will be based upon a competitive selection process. Selection will not be limited to price alone. The City's primary objective is to retain a qualified consultant highly experienced with seismic retrofits and capable of performing complex peer review services and plan check services. Candidates will be evaluated on the following criteria:

<u>Criteria</u>	<u>Maximum Score</u>
Experience	20
Responsiveness to Scope of Work	20
Consultant Capabilities	20
Project Team	20
Fees/Turnaround Time	20
<hr/>	
TOTAL	100

PROPOSAL REVIEW

The City will evaluate the Proposals received. The City reserves the right to reject any or all Proposals, amend the RFP, and to discontinue or re-open the process at any time. The City reserves the right to request and obtain, from one or more consulting firms, supplementary information as may be necessary for the City to analyze the proposal pursuant to contract selection criteria. Upon completion of the evaluation phase, the City will select those consultants for interviews whose proposals and qualifications most closely conform to the requirements of this RFP. The consultant, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP. The City may choose to interview one or more firms responding to this RFP, and may enter into more than one contract with multiple individuals or firms, if City determines that is the best way to address the full range of services needed under this RFP.

ATTACHMENTS



**Mandatory Retrofit Program for Non-Ductile Concrete Buildings
And Pre-Northridge Steel Moment Frame Buildings
Ordinance 17-1011
SEISMIC DESIGN GUIDELINES**

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**APPENDIX D: STRUCTURAL AND GEOTECHNICAL PEER REVIEW
REQUIREMENTS**

1.0 Introduction

The Peer Review process is intended to facilitate the plan review process for the retrofit of complex building structures by providing an objective, technical review of the structural analysis and retrofit design. The process is intended to advise the City as to whether or not an analysis and design generally conforms to the intent of the ordinance in addition to other requirements set forth in the Building Code.

The City of West Hollywood will require a structural design and/or geotechnical/geological report to be reviewed by an independent Peer Reviewer(s) when triggers are met in a project as defined below.

The City of West Hollywood has developed the following protocol to facilitate the independent peer review process.

2.0 Peer Review Triggers

The following sections outline the circumstances of when a peer review will be required.

2.1 Structural Peer Review Triggers

Structural peer reviewer will be required in the following circumstances or at the discretion of the Building Official:

1. A nonlinear procedure is used.
2. An alternative design standard or Design Criteria is used for the project.
3. Use of proprietary/specialized systems such as passive energy dissipation systems, base isolation systems, or systems not defined in the applicable design standards.
4. Where a targeted building has insufficient seismic separation per ASCE 41 Section 7.2.13.



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5. Complex building (building height, risk category, site conditions requiring special foundations, irregularities, etc.).

2.2 Geotechnical/Geological Peer Review Triggers

Geotechnical/geological peer reviewer will be required in the following circumstances or at the discretion of the Building Official:

1. Use of proprietary/specialized foundation systems that are not defined in the applicable design standards.
2. Site-specific response spectra is used.
3. Ground motion selection and scaling is performed.
4. Where Geologic Site Hazards exist such as Fault Rupture, Liquefaction, Differential Settlement, Compaction, Land sliding and Earthquake Induced Flooding/Inundation (See Appendix B: Geotechnical Requirements).

3.0 Peer Review Process

It is recommended that the peer review process begin as early as possible, with the Peer Review Panel reviewing the Basis of Design documents (if applicable) and Geotechnical/Geological Report, and recommend that peer review continue throughout the design process.

The Peer Reviewer(s) will be working under the direction of the City. The Peer Reviewer(s) will be selected by the City of West Hollywood from a pre-approved Peer Reviewer list. The Peer Reviewer(s) will develop a scope of work and associated fee that is tailored to the project prior to the start of the review. Peer Review fees will vary depending on complexity and scope of work. Peer Reviewer(s) fees will be in addition to city plan check fees that are the responsibility of the property owner. These fees will be determined and presented to the applicant prior to the commencement of the peer review. It is noted that Peer Reviewer(s) may also perform the full plan check of the project at City's discretion.



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3.1 Selection Process for a Peer Reviewer

When a project design requires a Structural Peer Reviewer (SPR) or Geotechnical/Geological Peer Reviewer (GPR), the design team shall request that the City of West Hollywood start the Peer Reviewer selection process. The potential Peer Reviewer(s) shall not pose a conflict of interest for the subject project. The following peer review team selection process will be used in a project:

1. The project team shall submit a Basis of Design describing the structural system and the analysis method to the City.
2. The City selects a Peer Reviewer(s) from a pre-approved list of Peer Reviewers based on experience and expertise in the related field for the type of project.
3. The Peer Reviewer(s) will provide the City with a proposal for scope of work which shall include the following:
 - a. All requirements of this Bulletin.
 - b. Task of the Peer Reviewer(s) during the project.
 - c. Estimated Schedule.
 - d. Estimated Fee.
4. The estimate of the Peer Review fees will be provided to the owner prior to start of the Peer Review process.

4.0 Peer Review Tasks

The following sections provide an outline of the expected tasks that the Peer Reviewer(s) will have in a project.

4.1 Tasks of the Structural Peer Reviewer (SPR)

The primary tasks of the SPR may include the following, and require a direct, personal participation by the SPR for the project. Minor tasks may be delegated under supervision of the SPR; however, the selected SPR shall personally participate in all meetings and discussions, and shall be well versed in the details and specifics of the project. At the Building Official's discretion, one or all of the following items may be required of the SPR as they pertain to the specifics of the project.



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1. Review of the structural Basis of Design (if applicable).
2. Review of the structural Design Criteria (if applicable).
3. Review of the structural analysis.
4. Review of the structural design documents.
5. Meet with the design team and City to determine if the structural design meets the requirements of the ordinance.

The scope of review of the structural design should include the following (as applicable):

1. Earthquake hazard determination as it relates to the structural analysis,
2. Ground motion application as it relates to the structural analysis (time step size, duration, etc.),
3. Seismic design methodology,
4. Seismic design performance goals,
5. Acceptance criteria,
6. Mathematical modeling and simulation,
7. Seismic design and results,
8. Drawings and specifications.

Once the structural design is deemed adequate, the SPR shall provide a letter to the City indicating that the structural analysis and retrofit design meets the intent of the Ordinance. The letter shall clearly identify and reference all documents that were reviewed for approval.

Changes observed during construction that affect the lateral force resisting system shall be reported to the Building Official in writing for review and recommendation. Peer Review team may be re-engaged at the discretion of the Building Official.

4.2 Tasks of the Geotechnical/Geological Peer Reviewer (GPR)

The primary tasks of the GPR include may the following and require a direct and personal participation by the GPR for the project. Minor tasks may be delegated under supervision of the GPR; however, the selected GPR shall personally participate in all meetings and



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discussions, and shall be well versed in the details and specifics of the project. At the Building Official's discretion, one or all of the following items may be required of the GPR as they pertain to the specifics of the project.

1. Review of the Geotechnical Report
2. Review of the Geological Report
3. Meet with design team and City to determine if the conclusions contained within the Geotechnical recommendations meets the requirements of the ordinance.

The scope of review of the geotechnical recommendations and geological study should include the following (as applicable):

1. Geologic hazards.
2. Earthquake hazard.
3. Ground motion application (selection, scaling, time step size, duration, etc.).
4. Expected settlement (total and differential).
5. Foundation design recommendations.
6. Sub-surface soil properties such as strength and stiffness.

Once the structural design is deemed adequate, the GPR will provide the following approved letter:

1. A letter by the GPR to the City indicating that the geotechnical/geological recommendations and foundation design meets the intent of the ordinance. The letter shall clearly indicate all documents that were reviewed.

Changes observed during construction that affect the foundation system shall be reported to the Building Official in writing for review and recommendation. Peer Review team may be re-engaged at the discretion of the Building Official.

5.0 Peer Review Communication Process

The project design team/owner and the Peer Review(s) shall adhere to the following requirements during the peer review process:

1. Correspondence:



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- a. City staff shall be made aware of all communication, including phone calls, between the project design team/owner and the Peer Reviewer(s).
 - b. The project design team shall submit all project documents being reviewed (or supporting the review) to the City staff. The City staff will forward the documents to the Peer Reviewer(s).
 - c. Emails containing responses and comments sent between the project design team/owner and Peer Reviewer(s) shall include the City staff as recipients.
 - d. A comment log shall be maintained by the SPR with the peer review comments and Engineer of Record's written responses.
 - e. When the conclusions and recommendations of the Peer Reviewer(s) conflict with the registered design professional's proposed design, the enforcement agency shall make the final determination of the requirement for the design.
2. Meetings:
- a. Meeting scheduled throughout the peer review process shall be included as part of the agreement between the City, project design team/owner and Peer Reviewer(s).
 - b. All meetings between the PR and design team/owner for the project shall be coordinated by City staff.

The Peer Reviewer(s) shall take into consideration the project schedule and be readily available for full participation to ensure timely review during the peer review process.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made on this ____th day of _____, 2016, at West Hollywood, California, by and between the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and XYZ Company, 1500 Main Street, City, CA 90000 (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. The CITY proposes to contract for professional services as outlined below;
- B. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;
- C. NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:
 - 1. **SERVICES.** The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.
 - 2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on June 30, 20__ unless extended in writing in advance by both parties.
 - 3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
 - 4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed \$_____ for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.
 - 5. **CONTRACT ADMINISTRATION.**
 - 5.1. **The CITY's Representative.** Unless otherwise designated in writing, _____ shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.
 - 5.2. **Manager-in-Charge.** For the CONTRACTOR, _____ shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR PROFESSIONAL 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 and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as

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

For purposes of this paragraph:

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

8. INSURANCE REQUIREMENTS.

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

8.1.1. **Workers' Compensation Coverage.** The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement. If the CONTRACTOR has no employees for the purposes of this Agreement, the CONTRACTOR shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

8.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than

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

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

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

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

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

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

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

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

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provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

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

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CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.

11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
13. **LIVING WAGE ORDINANCE.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.
14. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of contractor's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.
15. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
16. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business

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hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.

17. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
18. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
19. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

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

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

Attention: _____

CONTRACTOR:
Organization Name
Street Address, City State ZIP

Attention: _____

20. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
21. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party,

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which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.

22. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
23. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
24. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the ____ day of _____, 20__.

CONTRACTOR:

Name, Title

CITY OF WEST HOLLYWOOD:

Department Director

Paul Arevalo, City Manager

ATTEST:

Yvonne Quarker, City Clerk

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

Exhibit A

Scope of Services:

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

Time of Performance:

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

Special Payment Terms:

NONE

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

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

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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 _____