



**CITY OF WEST HOLLYWOOD**

**REQUEST FOR PROPOSALS  
ENGINEERING DESIGN SERVICES**

**OCTOBER 24, 2022**

**CITY OF WEST HOLLYWOOD  
REQUEST FOR PROPOSALS  
ENGINEERING DESIGN SERVICES**

**PUBLIC NOTICE IS HEREBY GIVEN** that the City of West Hollywood as AGENCY, invites Requests for Proposals (RFP) for the above stated services and will only receive such proposals no later than the hour of **3:00 P.M., Wednesday, December 7, 2022.**

The City of West Hollywood is inviting proposals from qualified individuals or firms interested in providing ENGINEERING DESIGN SERVICES for an initial term of four years with two (2) one-year extensions to be exercised at the City's sole discretion.

**INSTRUCTIONS**

A Copy of the RFP can be downloaded from the City's website at:

<https://www.weho.org/city-government/city-departments/public-works/public-works/bids>

Proposals must be submitted electronically on the City's bid portal:

<https://www.weho.org/city-government/city-departments/public-works/public-works/bids>

**SCHEDULE**

Distribution of bid document (RFP)	October 24, 2022
Deadline to submit questions	November 10, 2022
Responses to questions	November 17, 2022
Proposal Due Date	December 7, 2022
Proposal Evaluation	December 8 - 29, 2022
Interviews with Selected Vendors	January 12, 2023
Vendor Selection and Notification	January 25, 2023
City Council Approval of Contract	March 6, 2023
Contract Start Date	March 7, 2023

**MINIMUM QUALIFICATIONS**

Contractor must be a responsible firm or individual that has provided services for the relevant requirements contained herein for at least five (5) consecutive years. Less than the minimum required experience will eliminate that proposer from further consideration. Contractor's team shall hold clear and valid Professional Engineer and Structural Engineer licenses issued by the State of California.

**EVALUATION CRITERIA**

1.	Firm's Attributes	30
2.	References	20
3.	Approach and Understanding of the Scope of Services	20

4.	Cost Proposal	30
	Total Possible Points	100

**OWNER'S RIGHTS**

The City of West Hollywood reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposals should it deem this necessary for the public good, and also the proposal of any Proposer who has been delinquent or unfaithful in any former contract with the City of West Hollywood and to take all proposals under advisement for a period of ninety (90) days. No proposer may withdraw its proposal for a period of ninety (90) days after the date from the opening thereof. The award of contract, if made, will be in accordance with the evaluation criteria provided in the specifications.

Point of contact for this project is Bill Bortfeld at 323-848-6349 or via email at [bbortfeld@weho.org](mailto:bbortfeld@weho.org)

BY ORDER OF the City of West Hollywood.

By: \_\_\_\_\_  
City Clerk

## TABLE OF CONTENTS

### ITEM/SECTION

1.0	INTRODUCTION AND BACKGROUND	5
2.0	GENERAL INFORMATION	5
3.0	INSTRUCTIONS TO PROPOSERS	5
4.0	INSURANCE	10
5.0	SUBMITTAL REQUIREMENTS	11
6.0	PROPOSAL CONTENT	11
7.0	EVALUATION OF PROPOSALS	12
8.0	DEBRIEFINGS	13
9.0	SCOPE OF SERVICES	13

EXHIBIT A – SCOPE OF SERVICES

ATTACHMENT A – SAMPLE AGREEMENT FOR SERVICES

### REQUIRED FORMS

FORM A – PROPOSAL LETTER

FORM B - CONSULTANT INFORMATION

FORMS C – PROJECT REFERENCE FORMS 1-2-3

FORM D - PROPOSAL COST

FORM E - NON-COLLUSION DECLARATION

FORM F - LABOR COMPLIANCE CERTIFICATION

## **1.0 INTRODUCTION AND BACKGROUND**

### **1.1 Introduction**

The City of West Hollywood (CITY) is seeking a qualified firm to provide engineering design services for the planning, budgeting, and coordination of parking facility maintenance and improvements.

### **1.2 Background**

The agency issuing this RFP is the City of West Hollywood (City) Department of Public Works, Parking Services Division.

## **2.0 GENERAL INFORMATION**

### **2.1 Description of Work**

The CITY is seeking a qualified firm to provide Engineering Design Services for City owned and operated parking facilities as outlined in Exhibit A: Scope of Services.

### **2.2 Period of Performance – Agreement Term**

Term of the Agreement: The initial term of the agreement will be four years with two (2) one-year options to renew.

### **2.3 Compensation**

Compensation: An award of an agreement by the City Council as a result of this proposal process is not a guarantee of compensation. The City will provide compensation based on the actual work completed in accordance with approved proposals.

## **3.0 INSTRUCTIONS TO PROPOSERS**

### **3.1 Pre-Contractual Expenses**

The City shall not be liable for any pre-contractual expenses, which are defined as expenses incurred by a Proposer(s) in preparing its proposal in response to this RFP, negotiating with the City any matter related to the proposal, or any other expenses incurred by Proposer(s) prior to the date of award of the contract(s) resulting from this procurement.

### **3.2 Informed Proposer**

PROPOSERS shall review the sample Agreement (ATTACHMENT A) for a complete understanding of all terms and conditions included therein. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at proposer's own risk and proposer cannot secure relief on the plea of error.

### **3.3 Proposer Representations**

By submitting a proposal, each proposer represents that it:

- 3.3.1 Has reviewed sites and conditions covered by this Agreement and Scope of Services prior to the date of commencement of this Agreement.
- 3.3.2 Will provide everything necessary for and incidental to the satisfactory completion of the work as specified herein and indicated on the contract documents. Submission of a proposal is considered evidence that the Provider has visited and is familiar with the site facilities, site conditions, requirements of the contract documents, pertinent state and local codes,

state of labor and material markets, and has made do allowance in his/her proposal for all contingencies.

- 3.3.3 Has thoroughly examined and become familiar with the work described in Section 9.0 - Scope of Services.
- 3.3.4 Understands the requirements of the Scope of Services, the nature and location of the work, and all other matters that can affect the work.
- 3.3.5 Will honor its proposal for 90 days and acknowledges that the proposal cannot be withdrawn within that time and without prior written consent from the City.
- 3.3.6 Will comply with all requirements set forth in this RFP and, if awarded, the ensuing contract.
- 3.3.7 Has reviewed the attached Sample Agreement (*Attachment "A"*) and, other than the request for clarification process described below in paragraph 3.5, will not seek to alter or revise its terms and conditions.
- 3.3.8 Will, if selected to perform the work, comply with all terms and conditions set forth in the Sample Agreement (*Attachment "A"*) and documents associated with this procurement.

### **3.4 Addenda**

The City reserves the right to revise or amend the RFP documents prior to the stated proposal submittal deadline. Any such revisions will be made by written addenda to this RFP. Firms must acknowledge receipt of addenda in their proposal letters. Failure to acknowledge receipt of all addenda may render the proposal non-responsive.

### **3.5 Requests for Clarification**

#### **3.5.1 RFP Requests/Questions**

All requests for clarifications, changes, exceptions or deviations to the Statement of Work or terms and conditions to include the terms of the sample agreement set forth in this RFP must be submitted via the City's electronic proposal process. Please include only one question for each number.

All such requests must be clearly stated in the question-and-answer section of the online electronic proposal process **Deadline for Requests for Information (RFI's)/Clarification is November 3, 2022, at 3:00 p.m.**

#### **3.5.2 Exceptions or Clarifications to Sample Agreement Form**

PROPOSERS shall familiarize themselves with the Sample Agreement form (*Attachment "A"*). The City intends to use the attached Sample Agreement Form as the contract resulting from this RFP. Should the Proposer have concerns, questions, or recommended changes to the Sample Agreement Form requirements, then those concerns/recommended changes must be specified in detail and submitted in writing to the City as set forth in paragraph 3.5.1. The City will review Proposer's concerns/recommendations and may issue an addendum outlining the Proposer's request and any comments from the City regarding the potential for consideration of such recommended change(s) during formal negotiations with the successful Proposer.

Changes to the City's Sample Agreement form shall be made at the City's sole and absolute discretion.

Proposers are reminded that requests for approved equals, deviations to insurance requirements or other terms and conditions, and questions or concerns about the Statement of Work should be submitted as part of the RFP clarification process.

### **3.6 Withdrawal of Proposal**

The Consultant may withdraw its proposal before the electronic opening of proposals and prior to the date and time indicated as the submittal deadline by submitting a written request signed by an authorized representative of the firm and delivered to the City Clerk's Office.

### **3.7 City Rights**

The City may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by the Proposer, and require additional evidence of qualifications to perform the work described in this RFP. This RFP does not commit the City to issue a contract to implement this procurement.

Furthermore, the City reserves the right to:

- 3.7.1 Accept or reject any and all of the proposals, or any item or part thereof, at its discretion.
- 3.7.2 Make an award for a portion of the Scope of Services.
- 3.7.3 Award contracts to one or more Proposer(s).
- 3.7.4 Cancel or withdraw the entire RFP, or any part thereof, at any time without prior notice.
- 3.7.5 Issue a subsequent or concurrent RFP.
- 3.7.6 Waive any minor errors or irregularities in any proposal, to the extent permitted by law.
- 3.7.7 Obtain information from any source that has the potential to improve the understanding and evaluation of the RFP.
- 3.7.8 Postpone RFP openings for its own convenience.
- 3.7.9 Remedy or overlook technical errors in the RFP process.
- 3.7.10 Appoint an Evaluation Committee to review RFP responses.
- 3.7.11 Seek the assistance of outside technical experts.
- 3.7.12 Approve or disapprove the use of particular sub consultants.

- 3.7.13 Establish a short list of PROPOSERS eligible for interview after review of written proposals.
- 3.7.14 Negotiate with any, all, or none of the respondents to the RFP.
- 3.7.15 Solicit best and final offers (BAFOs) from all or some of the respondents.
- 3.7.16 Accept other than the lowest monetary offer.
- 3.7.17 Award a contract based upon initial offers.
- 3.7.18 Solicit proposals for like services aside from the awarded services included in this process.

### **3.8 Compliance with Laws and Regulations**

The selected proposer(s) are required to comply with all relevant local, state, and federal laws, codes, and ordinances. If proposer outsources any work or job to a sub consultant, it will be the proposer's responsibility to ensure that all sub consultants meet the requirements set forth in this RFP and the resultant contract.

### **3.9 Prevailing Wages**

- 3.9.1 Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the Project site. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Consultant or its consultants to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.



- 3.9.2 Registration. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.
- 3.9.3 Labor Compliance. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of Services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

### **3.10 Public Records Act**

- 3.10.1 All records, documents, drawings, plans, specifications, and other materials submitted by Proposer(s) in its proposal and during any work awarded shall become the exclusive property of the City and may be deemed public records and subject to the provisions of the California Public Records Act (Government Code, sections 6250 et seq.). The City’s use and disclosure of its records are governed by this act.
- 3.10.2 The City will accept information clearly labeled “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY” as determined by the submitting party in accordance with the act. The City will endeavor to inform the submitter of any request for the disclosure of such information. Under no circumstances, however, will the City be responsible or liable to the submitter or any other party for the disclosure of any such labeled information. Firms that indiscriminately identify all or most of their proposal as exempt from disclosure without justification may, at the City’s discretion, be deemed non-responsive.
- 3.10.3 The City will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the act or the definitions of “Trade Secret,” “Confidential,” or “Proprietary.”

3.10.4 If litigation is brought under the Public Records Act concerning documents submitted in response to this RFP, the appropriate Proposer(s) shall indemnify, defend, and hold harmless the City in such litigation.

### **3.11 Protest Procedures**

Any protest filed by a firm in connection with this RFP must be submitted in accordance with the City's written procedures.

### **3.12 Prohibited Communications**

No proposer, or anyone representing a proposer, is to discuss this RFP with any official or employee of the City, other than the designated City Representative named in this RFP. Neither proposers, nor anyone representing a proposer, are to discuss this RFP with any Consultant engaged by the City for assistance in preparing the RFP documents or any cost estimate associated with this procurement. Violation of this prohibition may result in disqualification of the Consultant even if the contract has already been awarded.

### **3.13 Use of Sub Consultants**

3.13.1 The proposer awarded a contract by the City must be the prime consultant performing the primary functions of the contract. If any portion of the contract is to be subcontracted, it must be clearly set forth in the proposal document as to what part(s) are to be subcontracted, the reasons for the subcontracting, and a listing of sub consultants. Acceptance or rejection of a proposer's request to use sub consultants is at the sole discretion of the City. The City reserves the right to reject any proposal to function as the prime Consultant on the awarded contract. When approved, the sub consultant(s) shall agree to and be bound by all terms, conditions and specifications of the awarded contract and the proposer shall be responsible for proper performance of the contract by its sub consultant(s).

3.13.2 With prior approval of the City, the prime consultant may enter into sub-contracts and joint participation agreements with others for the performance of portions of resultant agreement. The prime consultant shall at all times be responsible for the acts and errors or omissions of its sub consultants or joint participants and persons directly or indirectly employed by them. Nothing in this contract shall constitute any contractual relationship between any others and the City or any obligation on the part of the City to pay, or to be responsible for the payment of, any sums to the sub consultants.

3.13.3 The provisions of resultant agreement shall apply to all sub consultants in the same manner as to the prime consultant. In particular, the City will not pay, even indirectly, the fees and expenses of a sub consultant that does not conform to the limitations and documentation requirements of resultant agreement.

3.13.4 Upon written request from the City, the consultant shall supply the City with sub-consultant agreements.

## **4.0 INSURANCE**

The City requires Consultants to obtain appropriate insurance coverage within the prescribed minimum limits set forth in the attached Sample Agreement (*ATTACHMENT*

A). The required insurance certificates must comply with all requirements of the standards as shown in the contract and must be provided within ten (10) days of issuance of the Notice of Intent to Award and prior to the commencement of any work under the terms of the contract.

## 5.0 SUBMITTAL REQUIREMENTS

Proposals must be received through the City's electronic proposal process on or before **Wednesday, December 7, 2022, at 3:00 P.M.**

It is the sole responsibility of the submitting proposer to fully submit their proposal prior to the deadline. Please allow sufficient time to upload all the required documents, the City holds no responsibility for documents not submitted in a timely manner.

If a proposer is experiencing difficulty submitting documents, please contact the help desk for PlanetBids. If the origin of the problem rests with the City, please contact Bill Bortfeld at 323-848-6349 or via email at [bbortfeld@weho.org](mailto:bbortfeld@weho.org). It is still the responsibility of the proposer to submit their proposal in a timely manner. Should you encounter difficulties when entering your proposal at the last minute, the City and PlanetBids shall not be held responsible, and your proposal not being accepted if not loaded and submitted prior to the deadline.

## 6.0 PROPOSAL CONTENT AND FORMAT

Proposals must include the following sections, organized as indicated here:

### 6.1 Firm's Attributes

- a. Submit Proposal Letter – **Form A**.
- b. Submit Consultant's Information Form – **Form B**
- c. Briefly describe the firm's history, resources, and capability to provide the required services. Include documentation that supports the firm's ability to meet the minimum requirements stated in section 7.2 along with evidence of insurance and evidence of financial stability to carry out the requirements of a bid (e.g., business tax returns, annual financial statement, letter of stability and wherewithal to assure good faith performance from your accountant or bank).
- d. Provide a statement of income, balance sheet, and statement of changes in financial position, including notes thereto prepared by an independent Certified Public Accountant. The financial statements should be as of or the period ending on the last day of your most recent completed fiscal year or the preceding fiscal year. For firms that are not publicly owned, all financial information provided should be marked "confidential."
- e. Provide three banking or credit references.
- f. Identify key personnel you intend to assign to this project, as well as, their title, intended role, and hourly pay rate on **Form B**. Also include resumes describing their qualifications, experience, professional licenses, and certificates.
- g. Identify all tasks that will be subject to Prevailing Wage requirements.
- h. Identify any subconsultants and their qualifications and hourly billable rates.
- i. Disclose any Litigation and/or Contract Termination History - Provide a brief description of any (if none, please state none):
  - Conviction or indictment of the firm or any officer of the firm within the last five years involving alleged fraud, bribery, collusion, conspiracy, or violation of state or federal antitrust law.

- Adjudication or determination by any federal, state, or local agency that the firm or any officer of the firm has violated any provision of law relating to equal opportunity or fair employment.
- Conviction of the firm or any officer of the firm related to any state or federal law relating to the employment of undocumented foreign worker.
- Termination of a contract for convenience or for cause.

## 6.2 References

- Provide three examples of recent projects that demonstrate relevant experience and successful completion along with client references.
- Submit Forms **C1, C2, C3 – Project Reference Forms.**

## 6.3 Approach and Understanding

- Describe how the Scope of Services will be performed and monitored. Describe staffing levels and timeframe necessary for completing the tasks described in the Scope.
- Provide a sample of an FCA completed for a client within the last five years.
- Provide a sample of a CAMP completed for a client within the last five years.

## 6.4 Cost

Submit **Cost Proposal (Form D)**

## 6.5 Required Forms

Submit the following forms:

- FORM A - PROPOSAL LETTER NOTARIZE
- FORM B - CONSULTATN'S INFORMATION FORM NOTARIZE
- FORM C – PROJECT REFERENCE FORMS 1-2-3
- FORM D – COST PROPOSAL
- FORM E – NON-COLLUSION DECLARATION NOTARIZE
- FORM F - LABOR COMPLIANCE CERTIFICATION

## 7.0 EVALUATION OF PROPOSALS

### 7.1 Basis of Award

- 7.1.1 Any proposals submitted in response to this RFP will be evaluated according to the evaluation criteria stated herein. The evaluation criteria may only be modified by written addendum to the RFP.
- 7.1.2 If awarded, a contract award(s) will be made to the proposer(s) earning the highest total evaluation score based upon the proposal evaluation criteria detailed under the terms of the RFP.

### 7.2 Minimum Qualifications

- 7.2.1 Contractor must be a responsible firm or individual that has provided services for the relevant requirements contained herein for at least five (5) years. Less than the minimum required experience will eliminate that proposer from further consideration.
- 7.2.2 Contractor must have the staffing resources to provide the engineering services required for the scope of services outlined in the proposal.
- 7.2.3 Contractor's team shall hold clear and valid Professional Engineer and Structural Engineer licenses issued by the State of California.

### **7.3 Evaluation Criteria**

Contractor's proposal shall be evaluated based upon the following criteria:

#### **7.3.1 Evaluation Criteria - 100 total points possible.**

- Firm's Attributes (30 points max.)  
Firm's history, resources, and financial stability. Firm's key personnel and their qualifications. Use of sub-consultant's and their qualifications.
- References (20 points max.)  
References demonstrating successful experience providing engineering design services for repair and maintenance of parking facilities, including preparing FCA's and CAMP's.
- Approach and Understanding of the Scope (20 points max.)  
Depth of Proposer's understanding of the Scope of Services and practical implementation plan.
- Cost (30 points max.)  
Total cost of Tasks 01 – 05 and hourly billable rate.

### **8.0 DEBRIEFINGS**

If requested, oral debriefings may be given to unsuccessful firms. Debriefings will only occur after an award of the subject contract has been authorized by the City.

### **9.0 SCOPE OF SERVICES**

See EXHIBIT A

### **10.0 CONSULTANT COMPLIANCE WITH LAWS**

Consultant agrees to comply with all existing laws, codes, rules, and regulations set forth by appropriate authorities having jurisdiction in location where Services are performed.

### **11.0 PROVISIONS TO CORRECT DEFICIENCIES**

If Consultant fails to properly provide Services required by this Agreement, the City shall advise Consultant of deficiencies and shall allow Consultant a reasonable period, ten (10) working days unless otherwise agreed, to correct deficiencies at Contractor's expense and to Owner's satisfaction.

## EXHIBIT A

### SCOPE OF SERVICES ENGINEERING DESIGN SERVICES

The City of West Hollywood is seeking a qualified individual or firm to provide ENGINEERING DESIGN SERVICES for City owned and operated parking facilities as follows:

#### **Task 01 - Kings Road Parking Structure, 8383 Santa Monica Boulevard**

##### 1.1 Facility Condition Assessment (FCA)

- Review original construction documents and become familiar with the design concept of the structure.
- Conduct a structural evaluation of the parking structure to assess the present condition and identify physical or operational deficiencies. Visually inspect the parking structure for evidence of structural distress and areas of deterioration. Visual assessment to include floors, columns, beams, and walls, and stairwells. Visual review will document typical distress such as cracks, leaks, spalls, scaling, joint deterioration, and other adverse conditions. Evaluation will include limited non-destructive testing of select concrete members.
- Review all plumbing fixtures, mechanical systems, and electrical systems, including elevator, and fire/life safety systems.
- Prepare asset and equipment inventory.
- Estimate average remaining useful life and cost of replacement of assets and equipment.

##### 1.2 Capital Asset Management Plan (CAMP)

- Prioritize condition of structure, fixtures, and operating systems into three categories (High Priority, Medium Priority, and Low Priority).
- Develop a one-year, five-year, and ten-year maintenance plan, including capital improvement budget and schedule for all recommended improvements.

##### 1.3 Plans & Specifications

- Prepare plans and specifications for Year 1 repairs.
- Prepare plans and specifications for Year 2 repairs.

#### **Task 02 - West Hollywood Park Garage, 625 N. San Vicente Boulevard**

##### 2.1 Facility Condition Assessment (FCA)

- Review original construction documents and become familiar with the design concept of the structure.
- Conduct a structural evaluation of the parking structure to assess the present condition and identify physical or operational deficiencies. Visually inspect the parking structure for evidence of structural distress and areas of deterioration. Visual assessment to include floors, columns, beams, stairwells, and walls. Visual review will document typical distress such as cracks, leaks, spalls, scaling, joint deterioration, and other adverse conditions. Evaluation will include limited non-destructive testing of select concrete members.

- Review all plumbing fixtures, mechanical systems, and electrical systems, including elevator, and fire/life safety systems.
- Prepare asset and equipment inventory.
- Estimate average remaining useful life and cost of replacement of assets and equipment.

#### 2.2 Capital Asset Management Plan (CAMP)

- Prioritize condition of structure, fixtures, and operating systems into three categories (High Priority, Medium Priority, and Low Priority).
- Develop a one-year, five-year, and ten-year maintenance plan, including capital improvement budget and schedule for all recommended improvements.

#### 2.3 Plans & Specifications

- Prepare plans and specifications for Year 1 repairs.
- Prepare plans and specifications for Year 2 repairs.

### **Task 03 – Spaulding Lot, 7718 Santa Monica Boulevard**

3.1 Inspect and evaluate condition of permeable surface pavement.

3.2 Provide maintenance recommendations which may include design specifications for re-coating surface while maintaining permeable surface properties.

3.3 Provide bid documents, bidding assistance, construction administration, and inspection services for re-coating the surface.

### **Task 04 – Additional services as needed**

4.1 Additional maintenance and repair projects may require bid documents, bidding assistance, construction administration, and inspection services, and may include the following:

- Feasibility studies
- Site planning
- Program verification
- Structural Evaluation
- Conceptual and schematic design
- Design development
- Construction documents (in “GreenBook” Format)
- Design documentation required for approval by regulatory agencies
- Constructability review
- Bid documents (in “GreenBook” Format)
- Bidding assistance
- Construction administration
- Close out and record drawings

**ATTACHMENT A  
SAMPLE AGREEMENT  
LICENCED DESIGN PROFESSIONALS**

This Agreement is made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 CITY conducted an RFP issued in Month, Year, and selected CONTRACTOR as the preferred service provider;
- C. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

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 (if allowed), 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 them shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.
- 5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

**6. TERMINATION.**

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

7. **INDEMNIFICATION.** CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's negligence,

recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT to the degree determined by agreement of the parties or in a final and non-appealable judgment to be proportionate to its liability. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been CONSULTANT's allocated share of liability. 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 and will survive termination of this Agreement.

8. **INSURANCE REQUIREMENTS.** Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

- 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 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, and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. 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. The policy retroactive date shall be on or before the effective date of this agreement.
- 8.1.5. **Excess or Umbrella Liability Insurance (Over Primary)** if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of CONTRACTOR, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

- 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.
- 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 CONTRACTOR (as the named insured) should CONTRACTOR 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. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on CONTRACTOR’s behalf upon the CONTRACTOR’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 CONTRACTOR 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 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.
- 10.4. **Code of Ethics.** CONTRACTOR hereby affirms that it will abide by the provisions of the West Hollywood Code of Ethics throughout the term of this Agreement. A copy of the Code of Ethics is attached as Exhibit E.
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 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. **PROMOTION.** The CONTRACTOR shall have the right to include representations of the design of the project, including photographs and renderings of the exterior and interior, among the CONTRACTOR's promotional and professional materials after receiving authorization in writing by the CITY. The CONTRACTOR's materials shall not include the CITY's confidential or proprietary information if the CITY has previously advised the CONTRACTOR in writing of the specific information

**CITY OF WEST HOLLYWOOD**  
**AGREEMENT FOR SERVICES – Licensed Design Professionals**

considered by the CITY to be confidential or proprietary. The CITY shall provide professional credit for the CONTRACTOR on the construction sign and in the promotional materials for the project.

19. **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.
20. **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: \_\_\_\_\_

21. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
22. **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.
23. **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



**CITY OF WEST HOLLYWOOD  
AGREEMENT FOR SERVICES – Licensed Design Professionals**

the CITY's right to obtain correction or replacement of any defective or noncompliant work product.

24. **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.
25. **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

\_\_\_\_\_  
David Wilson, City Manager

ATTEST:

\_\_\_\_\_  
Melissa Crowder, City Clerk

**CITY OF WEST HOLLYWOOD  
AGREEMENT FOR SERVICES**

Licensed Design Professionals

**Exhibit A**

**Scope of Services:**

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

**Time of Performance:**

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

**Special Payment Terms:**

**NONE**

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

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

**CITY OF WEST HOLLYWOOD  
AGREEMENT FOR SERVICES**

**Exhibit B**

**Certificate of Exemption from  
Workers' Compensation Insurance**

<i>TO:</i>	City of West Hollywood
<i>SUBJECT:</i>	Sole Proprietor/Partnership/Closely Held Corporation with No Employees

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

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

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

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

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

Date \_\_\_\_\_

### Exhibit E

The purpose of this Code of Ethics (“Code of Ethics”) is to define the ethical standards for CONTRACTORS providing services to the CITY of West Hollywood. This Code of Ethics consists of policies and implementing rules intended to advance the CITY’s goals of providing professional services to the public. All CONTRACTORS hired by the CITY shall pledge in writing to abide by the CITY’s Code of Ethics.

Policy 1. CONTRACTORS shall be committed to the CITY.

**Rules:**

1.1 CONTRACTOR will serve the CITY with integrity, competence, independence, objectivity, and professionalism.

1.2 CONTRACTOR will mutually establish with the CITY realistic expectations of the benefits and the results of the services.

1.3 CONTRACTOR will only accept assignments for which CONTRACTOR possesses the requisite experience and competence to perform and will only assign staff or engage colleagues with the knowledge and expertise needed to serve the CITY effectively.

1.4 Before accepting any engagement, CONTRACTOR will ensure that CONTRACTOR has worked with the CITY to establish a mutual understanding of the objectives, scope, work plan, and fee arrangements.

1.5 CONTRACTOR will treat appropriately all confidential CITY information that is not public knowledge, take reasonable steps to prevent it from access by unauthorized people, and will not take advantage of proprietary or privileged information, either for use by CONTRACTOR or any third party, without the CITY’s express written permission.

1.6 CONTRACTOR will avoid conflicts of interest or the appearance of such and will immediately disclose to the CITY circumstances or interests that CONTRACTOR believe may influence the judgment or objectivity of CONTRACTOR.

1.7 CONTRACTOR will offer to withdraw from a consulting assignment when CONTRACTOR believes the objectivity or integrity of the CONTRACTOR may be impaired.

Policy 2. CONTRACTORS shall be committed to fiscal integrity.

**Rules:**

2.1 CONTRACTOR will agree in advance with the CITY on the basis for fees and expenses and will charge fees that are reasonable and commensurate with the services delivered and the responsibility accepted.

2.2 CONTRACTOR will not accept commissions, remuneration, or other benefits from a third party in connection with the recommendations to the CITY and will disclose in advance any financial interests that form any part of recommendations to the CITY.

Policy 3. CONTRACTORS shall be committed to the public and the profession.

**Rules:**

3.1 CONTRACTOR will report to the CITY Manager any violation of this Code of Ethics, dangerous behavior, or illegal activities witnessed by the CONTRACTOR during the performance of the services for the CITY.

3.2 CONTRACTOR will respect the rights of consulting colleagues and consulting firms and will not use their proprietary information or methodologies without permission.

3.3 CONTRACTOR will represent the profession with integrity and professionalism in relations with clients, colleagues, and the general public.

3.4 CONTRACTOR will not advertise services in a deceptive manner or misrepresent or denigrate individual consulting practitioners, consulting firms, or the consulting profession.

3.5 CONTRACTOR will promote adherence to the Code of Ethics by other member CONTRACTORS working on CONTRACTOR's behalf.

Approved by City Council Minute Order on February 3, 2020

**FORM A - PROPOSAL LETTER**

CITY OF WEST HOLLYWOOD  
8300 Santa Monica Blvd.  
West Hollywood, CA 90069

**SUBJECT: REQUEST FOR PROPOSAL – CONTRACT FOR ENGINEERING  
DESIGN SERVICES**

In response to the above referenced Request for Proposals (RFP) and in accordance with the accompanying Instructions to Proposers and Submittal Requirements, we the undersigned hereby offer to perform and complete the work as required in the Contract Documents.

If recommended for contract award, \_\_\_\_\_ will provide to the City all required Certificates of Insurance. The proposal submitted in response to subject RFP shall be in effect for 90 days after the proposal due date.

Further, the undersigned agrees to execute the City prepared Contract and provide all required Certificates of Insurance within ten calendar days after receipt of Notice of Award. The Proposer represents that the following person(s) are authorized to negotiate on its behalf with the City in connection with this RFP and will provide appropriate evidence of authorization upon request:

---

Printed Name	Title	Phone
--------------	-------	-------

---

Printed Name	Title	Phone
--------------	-------	-------

---

Printed Name	Title	Phone
--------------	-------	-------

In addition to the formal certifications provided, the Proposer certifies that it has:

- A. Examined and is fully familiar with all of the provisions of the RFP Documents and any amendment thereto;
- B. Satisfied itself as to the requirements of the Contract;
- C. Carefully reviewed the accuracy of all statements shown in this Proposal;

- D. Examined the experience, skill and certification (if any) requirements specified in the Statement of Work and that the entities (Contractor, Sub consultant) performing the work fulfill the specified requirements; and,
- F. Satisfied itself with respect to other matters pertaining to the RFP which in any way affect the performance of the Work.
- G. Unless otherwise noted within this letter, the proposal has been submitted without exception and all City Contract Terms and Conditions are acceptable to the Proposer. Noted exceptions will be evaluated for responsiveness and significance, and the City may initiate discussions with the selected firm to clarify or resolve such exceptions. It is understood that if it is not in the best interests of the City to accept proposed exceptions, notice will be provided to the Proposer to accept the Terms and Conditions as stated in the RFP, or be eliminated for further consideration.

Exceptions (if any/use additional pages if necessary): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The undersigned hereby agrees that the City will not be responsible for any errors and/or omissions in the Proposal.

The undersigned acknowledges receipt, understanding and full consideration of the following amendment to the RFP Documents:

Amendment/Addendum No(s):

<u>No.</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____

The Proposer further certifies that:

- A. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms; and

- B. The Proposal is made without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.
- C. Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.

Proposer's Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Consultant's License No. and Classification Type: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

Phone(s): \_\_\_\_\_

e-mail address: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Type or Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

---

**NOTARY**

Subscribed and sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

(SEAL)

\_\_\_\_\_  
Notary Public in and for  
the State of California

My Commission Expires: \_\_\_\_\_



**FORM B - CONSULTANT'S INFORMATION FORM  
ENGINEERING DESIGN SERVICES**

**Name of Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Legal Status (i.e., Sole Proprietorship, Partnership, Corporation):**  
\_\_\_\_\_

**Federal Tax I.D. Number:**  
\_\_\_\_\_

**Consultant Authorized Signature for Agreement:**  
\_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Consultant Point of Contact:**  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

How many years has your organization been in the business of providing Engineering Design Services?

\_\_\_\_\_

How many years has the principal been in the business of providing Engineering Design Services?

\_\_\_\_\_

How many years has your organization been in business under its present name?

\_\_\_\_\_

Under what other or former names has your organization operated?

\_\_\_\_\_

If your organization is individually owned, answer the following:

- Date of organization: \_\_\_\_\_
- Name of owner: \_\_\_\_\_
- Address of owner: \_\_\_\_\_

If your organization is a partnership, answer the following:

- Date of organization: \_\_\_\_\_
- Type of partnership (if applicable): \_\_\_\_\_
- Name(s) of general partner(s) \_\_\_\_\_

If your organization is a corporation, answer the following:

- Date of incorporation: \_\_\_\_\_
- State of incorporation: \_\_\_\_\_
- President's name: \_\_\_\_\_
- Vice-President's name(s): \_\_\_\_\_
- Secretary's name: \_\_\_\_\_
- Treasurer's name: \_\_\_\_\_

If the form of your organization is other than those listed above, describe it and name the principals.

---

---

Identify Key Personnel you intend to assign to this project, their title, intended role, and hourly pay rate.

Name	Title	Role	Hourly Rate

**FORM C1 - PROJECT REFERENCE #1**

Provide experience and past performance information in the format provided below which demonstrates relevant work completed within the past five (5) or more years. **Please check that all information is correct and up to date.**

Add additional pages, if necessary.

**PROJECT NAME AND LOCATION:** \_\_\_\_\_

\_\_\_\_\_

**DESCRIPTION OF WORK:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Reference Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone Number                      Contact Person Name(if different)

**TOTAL VALUE OF CONTRACT: \$** \_\_\_\_\_

**DATE CONTRACT BEGAN:** \_\_\_\_\_

**DATE CONTRACT ENDED:** \_\_\_\_\_

**REASON:** \_\_\_\_\_

\_\_\_\_\_

**FORM C2 - PROJECT REFERENCE #2**

Provide experience and past performance information in the format provided below which demonstrates relevant work completed within the past five (5) or more years. **Please check that all information is correct and up to date.**

Add additional pages, if necessary.

**PROJECT NAME AND LOCATION:** \_\_\_\_\_

\_\_\_\_\_

**DESCRIPTION OF WORK:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Reference Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone Number                      Contact Person Name(if different)

**TOTAL VALUE OF CONTRACT: \$** \_\_\_\_\_

**DATE CONTRACT BEGAN:** \_\_\_\_\_

**DATE CONTRACT ENDED:** \_\_\_\_\_

**REASON:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FORM C3 - PROJECT REFERENCE #3**

Provide experience and past performance information in the format provided below which demonstrates relevant work completed within the past five (5) or more years. **Please check that all information is correct and up to date.**

Add additional pages, if necessary.

**PROJECT NAME AND LOCATION:** \_\_\_\_\_

\_\_\_\_\_

**DESCRIPTION OF WORK:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Reference Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone Number                      Contact Person Name(if different)

**TOTAL VALUE OF CONTRACT: \$** \_\_\_\_\_

**DATE CONTRACT BEGAN:** \_\_\_\_\_

**DATE CONTRACT ENDED:** \_\_\_\_\_

**REASON:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FORM D - COST PROPOSAL  
ENGINEERING DESIGN SERVICES**

Service	Total Cost
Task 01	\$
Task 02	\$
Task 03	\$
Total Tasks 01- 03	\$
Task 04 Additional Services as Needed	Hourly Billable Rate \$

**Verification and Execution**

**These Proposal, Proposal Forms and documents shall be executed only by a duly authorized official of the Proposing Consultant:**

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

By: \_\_\_\_\_  
Name of Proposer (Print)

\_\_\_\_\_  
Proposer Signature

\_\_\_\_\_  
Title

Subscribed and sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(SEAL)

\_\_\_\_\_  
Notary Public in and for the State of  
California  
My Commission Expires: \_\_\_\_\_

**FORM E**  
**“NON-COLLUSION DECLARATION”**

[TO BE EXECUTED BY BIDDER  
AND SUBMITTED WITH BID]

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_." (Date) (City) (State)

\_\_\_\_\_  
Signed

Subscribed and sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

(SEAL)

\_\_\_\_\_  
Notary Public in and for  
the State of California

My Commission Expires: \_\_\_\_\_



**FORM F**  
**LABOR COMPLIANCE CERTIFICATION**  
**WORKER'S COMPENSATION**

LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code. I agree to and will comply with such provisions before commencing the Work governed by this Contract.

**CONTRACTOR:** \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_