



City of West Hollywood

Planning and Development Services Department

Request for Proposal (RFP)

Historic Context Statement and Citywide Survey of Properties in the R1A and R1C Single-Family Residential Zoning Districts

Issue Date: January 11, 2023

RFP Questions Due: January 27, 2023 – 6:00 PM

Proposal Submission Due Date: February 6, 2023 – 6:00 PM

Electronic Submissions Only Through West Hollywood's Online Bidding Portal

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

PROJECT DESCRIPTION

The City of West Hollywood invites qualified consulting firms meeting the *Secretary of the Interior's Professional Qualification Standards* to respond to a Request for Proposal (RFP) to prepare a historic context statement and conduct a citywide survey of properties within the R1A and R1C Single-Family Residential zoning districts.

This scope of work will include:

- Working with a subcommittee of staff, Historic Preservation Commissioners, and the public as required;
- Identifying periods of significance under which the properties will be evaluated, and developing themes pertaining to these periods of significance;
- Producing a historic context statement for all 54 properties within the City's R1A and R1C zoning districts;
- Conducting a reconnaissance-level survey of all the buildings within the R1A and R1C zoning districts;
- Conducting an intensive-level survey of relevant properties that appear to be eligible for designation under the local, state, and national criteria;
- Conducting expedited reviews of potential proposals to demolish or alter the exterior of residential structures in these zoning districts during the survey process;
- Utilizing the City's existing web based RuskinARC database during survey field work and throughout the survey process; and
- Participating in community outreach and public hearings to discuss survey results and respond to questions from the Commission, City Council, and public.

The City anticipates the completion of this project to take approximately eight (8) months and intends to enter into an agreement with the selected consulting firm based on a negotiated scope of work and

proposed fee. The scope and fee do not include any CEQA analysis or any required CEQA work that may be required as part of this project.

PROJECT CONTEXT

The City of West Hollywood is a highly urbanized corridor community organized along two of Los Angeles' major east-west arterials, Santa Monica Boulevard and Sunset Boulevard. The City encompasses 1.9 square miles and is developed with a mix of residential and commercial uses, as well as limited institutional and parkland uses. West Hollywood is fully developed, and as a result, new development is almost entirely adaptive reuse, intensification, and replacement. With a population of 36,203 residents, 80 percent of City's 25,853 total housing units are within multi-family buildings containing at least five units. Although there are approximately 3,000 structures within the approximately 2,400 properties located in the multi-family (R2, R3 & R4) zoning districts, there are only 55 structures within the 54 properties in the single-family (R1A & R1C) zoning districts.

With close to 19,000 people per square mile, West Hollywood is one of the most densely populated cities in the United States. For a small jurisdiction, the City has a relatively large stock of historically and culturally significant properties and has long demonstrated its commitment to identifying and preserving these properties, having first adopted a historic preservation ordinance shortly after incorporation in 1984. The current iteration of the Zoning Ordinance as it addresses Cultural Heritage Preservation, Chapter 19.58, is supplemented by a Historic Preservation Element in the City's General Plan 2035. The first city-wide survey was completed in 1987, but none of the single-family zoned properties were identified as potentially historic at that time. Over the past 35 years, none of these R1A and R1C properties have been surveyed for potential historic resources or potential historic districts. Although subsequent surveys were completed in 2008 and 2016, they consisted only of multi-family residential and commercial buildings, respectively. Therefore, the resulting addition of single-family residential structures to the City's inventory will be a vital tool for assessing the appropriateness of development proposals that have the potential to impact neighborhood character and historical continuity.

SCOPE OF WORK SUMMARY

1. Background Review & Goals: The selected consultant will meet with City staff to establish project goals and objectives, and confirm the project schedule. The consultant shall review relevant plans and policies, including the General Plan 2035 Historic Preservation Element, Cultural Heritage Preservation Ordinance (West Hollywood Municipal Code Chapter 19.58), and other documents related to ongoing studies.

2. Community Engagement: The purpose of this survey is to update the historic context statement and identify significant or potentially significant historic properties that are eligible for local, state, or national listing. Public outreach should include discussions with the general public and specific stakeholder groups such as property owners, residents, the preservation community, and the Subcommittee of the Historic Preservation Commission. The selected consultant is responsible for recommending an outreach program as part of the work scope, including a public kick-off meeting and no fewer than two subsequent meetings to ensure the survey's approach and process is inclusive. The results of the project will then be presented to the Historic Preservation Commission and City Council (see item 5, Final Report, below).

3. Historic Context Statement: The selected consultant will develop an appropriate historic context statement for the City's inventory of single-family residential properties based on neighborhood research, interviews, and survey results. This context statement will identify period(s) of significance under which the surveyed properties will be evaluated, and will categorize each property or groups of properties under multiple themes, if applicable, throughout the City.

4. Reconnaissance and Intensive-Level Surveys: The selected consultant will complete a reconnaissance survey of the City's 54 R1A and R1C zoned properties, followed by an intensive-level field survey of properties that appear to be eligible for designation at the local, state, and national level. This intensive survey shall include the identification, photography, and evaluation of eligible properties built within the identified period of significance and based on National Register, California Register and local criteria. The contribution of individual properties to a potential historic district or thematic grouping shall also be evaluated, and California Historical Resources Status Codes will be assigned to all properties that will be documented on the appropriate Department of Parks & Recreation (DPR) Historic Resources Inventory forms meeting the State Office of Historic Preservation standards. A matrix of all properties within the survey area that are 40 years of age or older shall be provided with assigned Status Codes.

5. Final Report: The final report will include, but not be limited to, the following information: 1) Objectives, 2) Area Surveyed, 3) Research Design, 4) Methodology, 5) Historic Context Statement, 6) Results, 7) Sources, 8) Maps, 9) Matrix of all properties within survey area, and 10) DPR forms for all properties that appear to be eligible. City staff and the Historic Preservation Commission will evaluate survey processes and findings and a formal presentation of findings will be made to City staff, Historic Preservation Commission, and the City Council.

6. Digital Availability of Information: The selected consultant will utilize the City's existing third-party, web based RuskinARC database to conduct the survey and update the property database during field work and throughout the survey process. The RuskinARC database is available on the City's Preservation website at www.wehopreservation.org, and more information on RuskinARC is available at www.RuskinARC.com. The consultant will coordinate direct access to RuskinARC for the consultant and the City during the survey process and leading up to the launch of the survey results to the public.

MAJOR DELIVERABLES

- Community outreach strategy
- Project Schedule
- Draft/Final report to include a historic context statement, reconnaissance survey and results, and intensive-level survey and results
- Digital availability of the final report and surveyed properties
- Update the City's preservation website through RuskinARC to include all surveyed properties

PRELIMINARY PROJECT SCHEDULE

The timing of the proposal's review and selection process is subject to change, depending on the needs of the City, but is anticipated as follows:

January 11, 2023.....	RFP Issued
January 27, 2023.....	RFP Questions Due
February 6, 2023.....	RFP Submissions Due
February 2023.....	Consultant Interviews
March 2023.....	Consultant Selection
March 2023.....	City Council Approval of Contract Award
April 2023.....	Project Kick Off
August 2023.....	Draft Survey Report
October 2023.....	Commission Review
December 2023.....	City Council Review and Acceptance

The City reserves the right to change the RFP schedule or issue addenda to the RFP at any time. The City also reserves the right to cancel or reissue the RFP.

CITY DATA AND RESOURCES

The following items will be provided to the selected consultant by the City for use in preparing the Context Statement and Historic Resources Survey Report:

- General Plan 2035: <http://www.weho.org/general-plan>
- City of West Hollywood Zoning Ordinance
- Access to the City’s web based RuskinARC program
- Access to Building Permits and Planning Records

CONSULTANT SELECTION PROCESS

The following section outlines the requirements for online submissions and the consultant selection process.

Proposal Questions

There will be no pre-bid meeting for this proposal. Any questions regarding this RFP must be sent by 5:00 pm on Friday, January 27, 2023 using the Q&A tab of the electronic proposal system at:

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

or

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

Requests for clarification/questions received after this deadline will not be answered. All submitted questions and responses will be released on the electronic proposal system referenced above after the close of the question period. No questions regarding this RFP will be answered over the phone or by email. Proposers that contact City personnel or City Council members after the City releases the RFP and throughout the evaluation period may have their proposals disqualified from consideration.

Proposal Submission

Proposals must only be submitted electronically using the electronic proposal system link below no later than **11:59pm, Monday, February 6, 2023**. Proposals received after this time and date may not be accepted. No oral, telephonic, faxed, or emailed, or modifications of proposals will be considered.

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

or

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

Proposal Format and Contents

The proposal must be no longer than 20 pages (not including resumes) and include the following:

- A. Cover Letter: Include a brief understanding of the work to be done and commitment to perform the work. Describe why the Consultant is best qualified to perform the requested services.
- B. Qualifications: Provide a brief overview of the firm(s) performing historic preservation and survey services, their qualifications in working with various municipal departments, commissions, elected officials, and community members, and a description of any special services, expertise, or abilities that the firm(s) can utilize in the performance of the services described herein. The selected consultant must be able to meet the Secretary of the Interior's Professional Qualification Standards outlined in 36 CFR Part 61, Appendix A.
- C. Related Experience: Describe the firm(s) experience related to historic preservation and surveying with projects of similar size and scope. Provide examples of related work and references for up to three (3) relevant projects.
- D. Project Leadership: Identify the individual who will be the primary point person with City staff and oversee the scope of work. Describe the project leader's qualifications, outline their primary responsibilities, and provide examples of relevant projects of similar scope and size that demonstrate the leader's ability to successfully oversee projects that are completed on-time and within the established budget.
- E. Project Team: Identify members of the project team that should include historic preservation professionals and/or historic resources survey specialists. Provide an organizational chart that identifies the team's key members, their firm, title, and assigned role(s). Briefly summarize the major responsibilities of each team member and the primary tasks they will be working on. Include resumes for all team members that highlight relevant projects and qualifications to complete the tasks assigned. The City of West Hollywood reserves the right to accept the proposal team in full or to restructure teams as necessary for the best possible result. The City requests certification that neither the principals nor any other individuals associated with the consulting work are presently debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- F. Approach and Work Plan - Provide a narrative describing the consultant team's approach and work plan for completing the scope of work. On a per task basis, the narrative should identify the designated team members responsible for completing the work, deliverables, public outreach program, and timeframe for completion.
- G. Fees - Provide a fee proposal for the scope of work that outlines the number of hours and fee associated with each task and subtask, and provide a list of hourly rates for all team members.

Proposal Selection Criteria

Proposals shall be evaluated by the City to determine whether each proposal meets the requirements of this RFP. No single criterion, including price, will dictate the City's ultimate selection. The relative importance of these factors involves judgment on the part of the City and will include both objective and subjective analysis. Consultant selection will be based on the following criteria:

- Firm experience and demonstrated ability to deliver high quality work for relevant projects of similar complexity.
- Team members' experience and demonstrated ability to work well with community groups, various municipal departments, and City staff.
- Demonstrated ability to provide clear and compelling presentations to community members, commission members, and elected officials.
- Demonstrated ability to deliver planning reports that exhibit excellent writing quality and use of high-quality graphic design that communicate clearly and are engaging and accessible to the general public.
- Completeness and clarity of proposal.
- Fee
- References

The highest-ranking firms may be asked to present their proposals through a teleconference interview. After a consultant is selected, City staff will initiate final contract negotiation. If an agreement on the fee cannot be reached, the City reserves the right to end negotiations and enter negotiations with another firm.

GENERAL REQUIREMENTS

The selected consultant shall agree to meet the following requirements in order to enter into a contract with the City of West Hollywood:

- A. Inclusion of Proposal – The proposal submitted in response to this RFP may be incorporated as part of the final contract with the selected consultant.
- B. Right to Reject Any or All Proposals – The City reserves the right to reject any or all proposals, to waive technicalities or formalities, and to accept any proposal deemed to be in the best interest of the City. Where two or more proposals are deemed equal, the City reserves the right to make the award to one of the two proposers.
- C. Proposal Validity Period – Submission of a proposal will signify the consultant's agreement that the proposal is valid for 180 days from the Proposal Due Date specified.
- D. Expenses of Proposal Preparation – Each proposal prepared in response to this RFP shall be done at the sole cost and expense of each proposing consultant and with the express understanding that no claims against the City for reimbursement will be accepted.
- E. Public Records and Right to Submitted Proposals – All proposals, inquiries, responses, or correspondence related to or in reference to this request for proposals, and all reports, charts,

displays, schedules, exhibits, and other documentation submitted by the consultant will become the property of the City. The City of West Hollywood is subject to California law regarding the disclosure of public records. Therefore, consultants must clearly mark any information they regard as “Proprietary” or “Confidential” in their proposal. Information that is proprietary within the meaning of California law will be withheld from any public records requests, but all other information is subject to disclosure.

- F. Assignment – The selected consultant will not assign, transfer, convey, or otherwise dispose of the contract, or right, title of interest, or power to execute such a contract to any person, any other firm, or corporation without previous consent in writing from the City.
- G. Termination of Contract – The contract will provide that the City reserves the right to terminate the contract at any time upon prior written notice of the City’s intent to terminate the contract. Causes for termination of the contract may include, but are not limited to any one of the following: failure to promptly and faithfully provide the services required in this RFP; violation of any law; failure to cooperate upon receiving any reasonable request for information or service; and improper actions of the firm officers or employees which, in the opinion of the City, would adversely affect the City’s interest. The contract may be terminated by the consultant upon a 60 day written notice.
- H. Contracts and Insurance Requirements - Provide a certificate of insurance as evidence the selected consultant can meet or exceed the insurance requirements outlined in “Section 8: Insurance Requirements” of the attached sample agreement (Exhibit A). The selected consultant must provide and maintain in force at all times during the term of the agreement including Workers’ Compensations, Commercial General Liability, Professional Liability/Errors & Omissions and Automobile. Such policies should be issued by companies admitted in the State of California.
- I. City Policies – The City maintains various policies related to contractual service providers. Among these are anti-discrimination, living wage, and equal benefits policies. When submitting proposals, consultants must indicate they are prepared to comply with City ordinances and policies. Provide a statement that the sample contract attached to this RFP (Exhibit A) has been reviewed and indicate if any proposed changes to the contract language are requested.

Example Responses:

- No Changes to the standard contract are required or requested
- Our Legal Department has revised the agreement and has requested the following change to section 8.2.1, line 4-5 as follows...

Proposed changes will not have any influence on the evaluation of the proposal but may delay the process of the selected consultant to sign the contract documents. The proposed changes will be reviewed and approved by the City Attorney’s Office and Risk Management Officer prior to signing the contract documents.

- J. Right to Request Additional Information – During the evaluation process, the evaluation committee reserves the right, where it may serve the City’s best interest, to request additional

information or clarifications from Proposers, or to allow corrections of errors or omissions. At the discretion of the evaluation committee, consultants submitting proposals may be requested to make oral presentations as part of the evaluation process.

- K. Additional Services – The general service requirements outlined above describe the minimum work to be accomplished. Upon final selection of the consultant, the scope of service may be modified during negotiations with the City.
- L. Undue Influence – The consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award of this RFP, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of the Agreement or any work to be conducted as a result of the Agreement. Violation of this Section shall be a material breach of the Agreement entitling the City to any and all remedies at law or in equity.
- M. Conflict of Interest – If a real or perceived conflict of interest exists with the submission of a proposal, or would exist if the consultant entered into a contract with the City for the services in this proposal, full details should be provided, including a plan to manage the conflict of interest.
- N. City Policies for Service Contractors – It is recognized that the formal basis of any agreement between the consultant and the City will be a contract rather than a proposal. The City maintains various policies related to contractual service providers. Among these are anti-discrimination, a living wage, and equal benefits policy. By submitting proposals, consultants are indicating that they are prepared to comply with City ordinances and policies. The City's standard contractual agreement requires that the selected consultant to comply with these policies.

Following selection of the successful consultant, contract negotiations will include a review and approval by the City Attorney, who may ask for specific modifications.

EXHIBIT A
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.

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- 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

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

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

**CITY OF WEST HOLLYWOOD
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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:

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

NONE

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

EXAMPLE

**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 _____