



REQUEST FOR PROPOSALS

MEASURE W INDEPENDENT AUDIT FY21-23 IN THE CITY OF WEST HOLLYWOOD

RFP Issue Date: March 16, 2023

Proposal Due Date: April 20, 2023 at 5:00 pm

SUBMIT PROPOSAL ELECTRONICALLY TO:

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

or

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

NOTICE INVITING PROPOSALS
FOR
MEASURE W INDEPENDENT AUDIT FY21-23
IN THE CITY OF WEST HOLLYWOOD

PUBLIC NOTICE IS HEREBY GIVEN that the City of West Hollywood, invites proposals from qualified consultants to perform the Measure W required independent audit for Fiscal Years 21-23. Proposals shall only be submitted electronically. A copy of the full Request for Proposals (RFP) is available at no cost from the City of West Hollywood's website at the following website address links:

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

or

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

The Request for Proposal (RFP) schedule is as follows:

- March 16, 2023 Date RFP issued
- March 30, 2023 5:00 pm Deadline for requests for clarification and questions
- April 6, 2023 5:00 pm Answers of requests for clarification and questions posted
- **April 20, 2023 5:00 pm **Deadline for proposal submission electronically.****
Any proposal received after this deadline will be considered to be non-responsive.

Evaluation Criteria

- 50% Qualifications/expertise of company/team & similar prior project experience/references
- 1) Experience with similar kinds of work
 - 2) Understanding of the work to be done and the ability to meet project deadlines
 - 3) Technical qualifications of staff for work to be done
 - 4) Possession of any necessary certifications, permits, degrees, licenses, etc. required to perform the work
- 50% Schedule of Fees
- 1) Lump sum fees
 - 2) Hourly rates of various job titles/crew designations.

Award of Contract:

The award of contract, if made, will be in accordance with the evaluation criteria provided in the Request for Proposals document. 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 Vendor 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 deadline for submission of proposals. The City may at its discretion select more than one contractor to provide services, if it is in the best interest of the City.

Point of Contact:

The City's primary contact for this Request for Proposals is Matt Magener, who can be reached at (323) 848-6894 or via email at mmagener@weho.org. Communication or solicitation with other City of West Hollywood Officials or Employees regarding an aspect of this RFP is expressly prohibited and may result in disqualification.

BY ORDER OF the City of West Hollywood

**REQUEST FOR PROPOSALS FOR
MEASURE W INDEPENDENT AUDIT FY21-23
IN THE CITY OF WEST HOLLYWOOD**

Scope of Work:

The City of West Hollywood is seeking proposals to perform the Measure W required independent audit for Fiscal Years 21-23.

The City of West Hollywood (City) entered into a Fund Transfer Agreement (FTA) with the Los Angeles County Flood Control District (District) to receive annual payments under the Safe, Clean Water (SCW) Program's Municipal Program. The FTA is attached. The FTA requires that the City obtain an independent audit for fiscal years 2020-21, 2021-22, and 2022-23 (i.e., from July 1, 2020, to June 30, 2023). The tasks required of the independent audit are to:

- 1) Audit the City's SCW Program Payments.
- 2) Determine the City's compliance with the terms and conditions of the FTA for the SCW Program Municipal Program. Compliance with the FTA includes but is not limited to:
 - a) Submitting to the District Annual Plans that include the contents listed in Exhibit A of the FTA.
 - b) Submitting to the District Annual Progress/Expenditure Reports that include the contents listed in Exhibit B-26 of the FTA, including the Nature Based Solutions reporting requirements of Exhibit C of the FTA.
 - c) Following the project O&M requirements of Exhibit D.
 - d) Following the requirements for accounting and deposit of funding disbursements listed in Exhibit B-1 of the FTA.
 - e) Following the Acknowledgement of Credit and Signage requirements listed in Exhibit B-2 of the FTA.
 - f) Following the Acquisition of Real Property requirements listed in Exhibit B-3 of the FTA.
 - g) Following the Audit and Recordkeeping requirements listed in Exhibit B-6 of the FTA.
 - h) Following the Continuous Use of Municipal Projects; Lease or Disposal of Municipal Projects requirements listed in Exhibit B-12 of the FTA.
 - i) Following the Final Inspection and Certification of Registered Professional requirements listed in Exhibit B-14 of the FTA.
 - j) Following the Exclusions requirements listed in Exhibit B-16.2 of the FTA.
 - k) Following the Notice requirements listed in Exhibit B-16.3 of the FTA.
 - l) Following the Travel reimbursement requirements listed in Exhibit B-28 of the FTA.
- 3) Determine compliance with all requirements applicable to the City contained in Chapters 16 and 18 of the Los Angeles County Flood Control District Code (Code). In addition to complying with the FTA requirements listed above, compliance with the Code includes (but is not limited to):
 - a) Ensuring that expenditures are eligible. (See Code Sections 16.05.A.2 and 16.05.A.3, as well as 16.05.C, which requires a water quality benefit.)

- b) Spending at least 70% of funds on “new” (vs. “existing”) projects or programs implemented on or after November 6, 2018. (See Code Section 18.06.C.)
- c) Engaging with Stakeholders in the planning process for use of the Municipal Program funds during the planning and implementation of Projects and Programs.
- d) Prioritizing projects that assist in Municipal NPDES Permit compliance.
- e) Performing the functions listed in Code Section 18.06.B

The independent audit for fiscal years 2020-21, 2021-22, and 2022-23 must be submitted to the District no later than March 31, 2024. Include a schedule to complete the tasks listed above.

INSPECTION OF THE SITE:

Each prospective proposer is responsible for fully acquainting themselves with all conditions, instructions, and requirements of this RFP, that the respondent conducted such additional site investigations as necessary, that the respondent is capable of providing the services requested by the City in a manner that meets City’s objectives and requirements as outlined in this RFP, and that respondent has reviewed and inspected all materials submitted in response to this RFP.

Once the award(s) have been made, a failure to read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for respondent(s) to request additional compensation.

STANDARD SPECIFICATIONS AND STANDARD PLANS:

All work shall comply with the Standard Specifications and Plans of the City of West Hollywood Department of Public Works, the Standard Specifications for Public Works Construction (Greenbook), the Standard Plans for Public Works Construction, the California Building Code, Electric Code, and Plumbing Code, the ADA, the Standard Specifications and Plans of Caltrans, and the Standard Specifications and Plans of the County of Los Angeles Department of Public Works.

PROPOSAL DUE DATE AND SUBMITTAL:

Proposals shall only be submitted electronically to the City of West Hollywood via the following website address links:

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

or

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

The electronic proposal system will close on APRIL 20, 2023 at exactly 5:00 PM

Please note that all proposals are due at, or prior to, the time and date of the deadline. Late responses cannot be accepted. All applicable forms required to be completed per the Proposal Documents shall be submitted electronically prior to the Bid date and time. Hard copies will

not be accepted as a viable proposal. It is the Proposer's sole responsibility to ensure that its proposal is received as specified. Proposals may be submitted earlier than the date(s) and time(s) indicated.

Be sure you allow adequate time for the proposal submittal process to ensure receipt of the complete proposal prior to the closing date and time. Under most circumstances (i.e. standard file sizes of less than 10 MB total file size and a reasonably current uploading capable computer at your site) the submittal should take less than 10 minutes. Additional time will be needed if you are using older equipment with slower upload capability, or if your proposal has large file attachments or a large number of items.

Remember to save your proposal periodically in case of internet connection or power loss. Saving attached files (i.e. to a draft) can also help reduce the time needed to upload your submittal. You may edit a submittal at any time prior to the deadline.

REQUESTS FOR CLARIFICATION/QUESTIONS REGARDING THIS RFP:

Proposers must satisfy themselves by personally examining the work site, Standard Specifications, Standard Plans, and other contract documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No proposer shall at any time, after submission of a proposal, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in RFP documents shall be called to the attention of the City by submission of a written request for clarification or question. Such submission, if any, must be sent 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>

Any inquiry should state the question only, without additional information, using the "Q&A" tab of the electronic proposal system. Responses to questions or comments provided by any other department, employee, or City office concerning the RFP will not be valid and will not bind the City. Inquiries received via telephone, fax, email or in-person will not receive a response. City's responses to all submitted questions will be posted electronically at the end of the question period.

The deadline for submittal of Requests for Clarification/Questions is MARCH 30, 2023 at 5:00 pm. Any requests for clarification/questions received after this deadline will not be answered.

Communication or solicitation with other City of West Hollywood Officials or Employees regarding any aspect of this RFP is expressly prohibited and may result in disqualification.

Anyone submitting a proposal or is on a proposal team shall not contact any City employee or City Council members regarding any aspect of this RFP unless in the manner described above. From the time the City has released this RFP and throughout the evaluation period; any email, telephone, text message, social media, face to face contact and/or communication, where there has been discussion of this RFP, may be the basis for a submittal being disqualified from consideration.

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 documentation submitted by a Firm will become the property of the City when received.

The City of West Hollywood is subject to California law regarding disclosure of public records. Firms must clearly identify any information they regard as proprietary in the proposal. Any such information should be marked "Proprietary" or "Confidential." Information that is proprietary within the meaning of California law will be withheld from any public records requests. All other information is subject to disclosure.

FORMAT FOR THE PROPOSALS:

The Respondent(s) selected for the contract will be responsible for complying with all conditions of this RFP and any subsequent formal agreements. All responses provided should be as detailed as possible, to provide the proposal evaluators with enough information to make an assessment of the Respondent(s)' services in accordance with the requirements herein. The City of West Hollywood shall not be liable for any pre-contractual expenses incurred by any proposer or the selected Respondent. Respondents shall not include any such expenses as part of the price proposal in response to this RFP. Submit a proposal containing the following:

1. Overview of the Company:

Provide an overview of the company and your experience in public works projects for other municipalities in the Southern California area. If this is a large company with several branches/offices, include a description of the local office that will be providing the services for this contract. Describe how your company is structured and how it plans to provide experienced, knowledgeable, and professional staff, who will deliver quality deliverables on this project. Describe why the City should select your company over other proposals that may be submitted?

Designate a qualified individual who will be the primary contact and will serve as the project manager.

Describe the project manager's background, focusing on why you chose this person to be the project manager. Cite specific examples of skills, experience, knowledge, lessons learned, and also how this person has led a team to deliver similar work, as requested in the scope of work. Describe this person's understanding of the work to be done and the ability to meet project deadlines. List any certificates, licenses, degrees, training, or special

equipment training that this project manager has that may be relevant towards completing the scope of work.

If a team will support the project manager in executing the scope of work, provide the name of each team member (including respective sub project managers) and all tasks assigned to each team member. If the team member is from a subcontracted firm, provide the name of the company that this person works, so we can identify what work is being subcontracted out if any.

Describe each team member's background, focusing on their experience to do the tasks assigned, and why you are using this person for those tasks. Cite specific examples of skills, experience, knowledge, lessons learned, and also how this person has led a team to deliver similar work, as requested in the scope of work. Describe each person's understanding of the work to be done and the ability to meet project deadlines. List any certificates, licenses, degrees, training, or special equipment training that this project manager has that may be relevant towards completing the scope of work.

2. **Scope of Work.** Describe your plan to complete the scope of work, identify deliverables, select milestones for progress and final submittals, and provide a realistic timeline to complete the scope of work.
3. **Reference Projects.** Instead of providing just a long list of names of past jobs your company has worked on, select five projects of similar scope that took place in the Southern California area, that show your ability to complete this RFP's scope of work. Similar work for other public agencies is preferred. Note which projects your designated project manager worked on, as well as which projects your designated team work on. For each project provide a reference person and phone number of the client, who can confirm your work experience on that project.

Each reference project must include the following information:

- Agency or name of company you provided services to
- Name of the contact person who can verify the work you have done
- Telephone number and/or email of the contact person
- Name of project
- Location of project
- Date(s) (month/year to month/year) you provided services to them
- Description of the work done and the role of your company on the project
- Reason why this reference project demonstrates your team's ability to complete the scope of work in this RFP
- A sample plan sheet is not required but desirable
- A photo is not required but desirable

4. **Schedule of Fees.** Fill in completely all information on the bid schedule form and submit

with bidder's proposal package. The Bid shall be based upon the materials, equipment, and systems required by the RFP documents. By submitting a bid, bidder is acknowledging bidder has the expertise and financial capacity to perform and complete all obligations under the RFP documents and the person executing the bid is duly authorized and empowered to execute the bid. All blanks on the bid schedule form shall be filled in legibly. Bidder will make no stipulations on the bid schedule form nor qualify the bid in any manner. Failure to submit a price for any bid item will result in the bid being considered nonresponsive. If bidder does not require a fee for any specific bid item, write in "\$0". The bid shall be based upon full completion of all the work as described in the RFP documents.

Bidder shall also attach to their bid a rate schedule of hourly rates separated out by personnel job title that your company would use to provide the scope of work described in this RFP that will be associated with any bid items that are listed as to be paid via hourly rates for time actually spent on task. The hourly rate shall include within its fee, all costs for labor, equipment, vehicles, travel, overhead, reimbursables, sales tax, use tax, or any other cost item that your company would incur to provide the scope of work. All invoices shall document hours spent by personnel job title, multiplied by the rate schedule hourly fee, only. No separate payment for any other item, such as reimbursables, shall be allowed. Subcontracted work shall also be included in the fees schedule and if you charge a markup for the subcontracted work, that shall be clearly identified in your schedule of fees.

CONTRACT REQUIREMENTS:

The selected consultant shall be required to enter into contract with the City of West Hollywood to provide the scope of work. A copy of the standard contract, including all requirements of the contract, is attached to this RFP.

SELECTION CRITERIA:

The criteria for evaluating the submitted proposals will take the following items into consideration:

- 50% Qualifications/expertise of company/team & similar prior project experience/references
 - 1) Experience with similar kinds of work
 - 2) Understanding of the work to be done and the ability to meet project deadlines
 - 3) Technical qualifications of staff for work to be done
 - 4) Possession of any necessary certifications, permits, degrees, licenses, etc. required to perform the work

- 50% Schedule of Fees
 - 1) Lump sum fees
 - 2) Hourly rates of various job titles/crew designations.

The proposals will be reviewed by City staff members. The committee will evaluate each submitted proposal according to the criteria above. Depending on the number of proposals submitted, the top tier of proposers may be asked to come in for an interview. The City

reserves the right to negotiate pricing and for additional terms. The City also reserves the right to begin negotiations and enter into a contract without an interview or further discussions. Once negotiations are complete, a recommendation will be submitted to the City Council for approval of the contract.

RIGHT TO REJECT ANY OR ALL PROPOSALS:

The City of West Hollywood 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 firms are deemed equal, the City reserves the right to make the award to one of the two firms.

WITHDRAWAL OF PROPOSALS:

Prior to the Proposal submittal deadline, a proposal may be withdrawn by the Proposer only by using the Agency's electronic system. No proposer may withdraw its proposal for a period of ninety (90) days after the deadline for submission of proposals.

IRREGULAR PROPOSALS:

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, faxed, emailed, or telephonic proposal will be considered.

DISQUALIFICATION OF PROPOSERS:

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Proposer is interested. If there is reason for believing that collusion exists among the Proposers, all proposals will be rejected and none of the participants in such collusion will be considered in future proposals.

Attachments

Attachment 1 – Bid Schedule

Attachment 2 - Standard Agreement Template

Attachment 1

Bid Schedule

BID SCHEDULE

MEASURE W INDEPENDENT AUDIT FY21-23

Company Name: _____

Note: Bid Item Work described below is abbreviated for formatting purposes. Bidder warrants by entering pricing below that he/she has thoroughly read the entire RFP document package, has thoroughly reviewed the site, and that his/her pricing encompasses all work described in the bid documents sections and necessary for execution of work.

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	Measure W Independent Audit FY21-23	1	1	\$	\$

TOTAL BID (#1) = \$ _____

TOTAL BID WRITTEN IN WORDS:

BIDDER'S INFORMATION

Company Name: _____

Form of Legal Entity (i.e., individual, partnership, corporation, etc.)

If corporation, State of Incorporation (i.e., California) _____

Address _____

Telephone No. _____

Bidder's Name (Print): _____

Bidder's Signature: _____

Bidder's Title: _____.

Attachment 2

Standard Agreement Template

CITY OF WEST HOLLYWOOD
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on this ___ day of _____, 2020, at West Hollywood, California, by and between the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and _____ (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. The CITY proposes to contract for professional services as outlined below;
- B. The CITY conducted an RFP issued in _____, 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 _____ 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, John Gilmour 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

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

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

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

6. TERMINATION.

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

7. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless City from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that City is named as a party defendant in a lawsuit alleging injury as a result of Contractor's negligent or wrongful performance under this Agreement, Contractor shall defend City with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorney's fees, expert

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

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

For purposes of this paragraph:

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

8. INSURANCE REQUIREMENTS.

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

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

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

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

- 8.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- 8.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.
- 8.1.4. **Professional Liability Coverage.** The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.
- 8.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
- 8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
- 8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
- 8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

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

- 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

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

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.

- 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 C.
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.

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

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

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

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

Attention: John Gilmour

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.

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement the ____ day of _____, 2020.

CONTRACTOR: _____

Name, Title:

CITY OF WEST HOLLYWOOD:

Steve Campbell, Director of Public Works

David Wilson, City Manager

ATTEST:

Melissa Crowder, City Clerk

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES
Exhibit A**

Scope of Services:

Time of Performance:

The term of this contract shall commence upon execution by both parties and shall expire on _____ unless extended in writing in advance by both parties.

Special Payment Terms:

**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 _____

CITY OF WEST HOLLYWOOD CODE OF ETHICS FOR CONTRACTORS

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.

**CITY OF WEST HOLLYWOOD
CODE OF ETHICS FOR CONTRACTORS**

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 disclosure 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