

REQUEST FOR PROPOSALS

**RFP FOR DESIGN SERVICES
HART PARK IMPROVEMENTS
(CIP 55-23)**

ISSUED BY:

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

RESPONSES DUE:

**June 20, 2024, Deadline for Proposal Submission –
5:00 p.m.**



**REQUEST FOR PROPOSALS
FOR
DESIGN SERVICES
HART PARK IMPROVEMENTS
(CIP 55-23)**

IN THE CITY OF WEST HOLLYWOOD

The City of West Hollywood as AGENCY, invites proposals for Design Services for Hart Park Improvements (CIP 55-23) to be received only by submitting electronically at:

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

The Procurement Schedule is as Follows:

- June 4, 2024, Request for Proposal released.
- June 12, 2024, Deadline for Requests for Clarification – 1:00 p.m.
- June 20, 2024, Deadline for Proposal Submission – 5:00 p.m.

The City of West Hollywood (CITY) is seeking a qualified firm(s) to provide Design Services for Hart Park Improvements (CIP 55-23). Copies of the specifications and proposal documents are available at no cost from the City of West Hollywood Planetbid Portal

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

Minimum Qualifications

Proposer shall be a responsible firm that has been in continuous existence and has provided continuous services for the relevant requirements contained herein for at least five (5) years. Less than the minimum required experience may eliminate that proposer from further consideration.

Proposer must have currently licensed staffing resources to provide the architectural and/or engineering design services required for the scope of work outlined in the specifications.

All proposer and listed subcontractors must be currently registered with the California State Department of Industrial Relations pursuant to Labor Code §1725.5 prior to submitting a proposal.

Proposer's team shall hold clear and valid professional license to practice architecture and/or engineering in the State of California in accordance with the State of California Business and Professions Code. In addition, all professional staff and subcontractors shall be appropriately

licensed in the State of California. Contractor must have municipal community engagement experience.

Evaluation Criteria

- Qualifications of Firm
- Qualifications of Personnel
- Approach and Understanding of the Scope of Work
- Cost of Services

Please Refer to Other Proposal Documents: The scope of work and proposal submission process is described in more detail in the Proposal Documents. In particular, Proposers are strongly encouraged to review the Instructions to Proposers for more complete information regarding the submission of proposals.

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In accordance with provisions of Section 1773 of the California Labor Code, copies of the prevailing wage rate of per diem wages as determined by the State Director of Industrial Relations available **on online at www.dir.ca.gov**. It shall be mandatory upon the Contractor to whom the contract is awarded and upon any subcontractor under them to pay not less than said specified rates to all workers employed by them in the execution of the contract as applicable. Compliance with the City of West Hollywood Living Wage Ordinance is also required. All proposers shall be registered with the Department of Industrial Relations for Public Works Projects <https://www.dir.ca.gov/Public-Works/PublicWorks.html>

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

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Point of contact for this project is Michael Barker at 323-848-6483 or via email at mbarker@weho.org.

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1.0 INTRODUCTION AND BACKGROUND

1.1 Introduction

The City of West Hollywood (CITY) is seeking to award an agreement for Design Services for the Hart Park Improvements Project (CIP 55-23).

1.2 Background

The agency issuing this RFP is the City of West Hollywood (City) City Manager's Department, Urban Design and Architecture Studio Division, in collaboration with the Department of Public Works, Facilities and Field Services Division. These agreements have traditionally been used by several City Departments and Divisions for varying projects.

2.0 GENERAL INFORMATION

2.1 Description of Work

The City of West Hollywood (CITY) is seeking a qualified firm to provide Architectural and Engineering Design Services for the Hart Park Improvements Project.

2.2 Period of Performance – Agreement Term

Term of the Agreement: The term of the agreement will be the duration of the design, bidding and construction phases until project close-out, which is anticipated to be approximately 18 months to 2 years and may or may not be consecutive. The term may be extended if the City opts to move forward with additional Phase 2 work.

2.3 Compensation

Compensation: An award of an Agreement by the City Council as a result of this Proposal process is not a guarantee of Compensation. The City will provide compensation based on the actual work completed in accordance approved proposals. The Consultant will be provided a copy of the City's Accounts Payable Schedule for invoice submissions and payment.

3.0 INSTRUCTIONS TO PROPOSERS

3.1 Pre-Contractual Expenses

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

expenses incurred by Proposer(s) prior to the date of award of the contract(s) resulting from this procurement.

3.2 Informed Proposer

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

3.3 Proposer Representations

By submitting a proposal, each proposer represents that it:

- 3.3.1 Has reviewed sites and conditions covered by this Agreement and Scope of Services prior to the date of commencement of this Agreement.
- 3.3.2 Will provide everything necessary for and incidental to the satisfactory completion of the work as specified herein and indicated on the contract documents. Submission of a proposal is considered evidence that the Provider has visited and is familiar with the site facilities, site conditions, requirements of the contract documents, pertinent state and local codes, state of labor and material markets, and has made due allowance in his/her proposal for all contingencies.
- 3.3.3 Has thoroughly examined and become familiar with the work described in Section 9.0 - Scope of Work.
- 3.3.4 Understands the requirements of the Scope of Work, the nature and location of the work, and all other matters that can affect the work.
- 3.3.5 Will honor its proposal for 90 days, and acknowledges that the proposal cannot be withdrawn within that time and without prior written consent from the City.
- 3.3.6 Will comply with all requirements set forth in this RFP and, if awarded, the ensuing contract.
- 3.3.7 Has reviewed the attached Sample Contract (*Appendix "A"*) and, other than through the request for clarification process described below in paragraph 3.5, will not seek to alter, or revise its terms and conditions. Any exclusions altering the terms and conditions of the agreement submitted as part of the proposal process will not valid.

3.3.8 Will, if selected to perform the work, comply with all terms and conditions set forth in the Sample Contract (*Appendix "A"*) and documents associated with this procurement.

3.4 Addenda

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

3.5 Requests for Clarification

3.5.1 Submitting Requests

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

All such requests must be clearly stated in the question and answer section of the online electronic proposal process **Deadline for Requests for Information (RFI's)/Clarification is WEDNESDAY, June 12, 2024, at 1:00 p.m.**

3.5.2 City Response

The City will respond to all written questions within a reasonable time period. For those which require a change to the RFP documents, a written addendum will be issued through the City's electronic proposal site. Responses to written questions and addenda will be available online. Prior to final submission of proposals all prospective proposer are required to acknowledge the addendum(s) posted online as part of the electronic proposal process. It is the sole responsibility of each proposer to access the electronic proposal site to access all needed information. Should the proposer having difficulty doing so it is their sole responsibility to notify the City in a timely manner. The City will not accept any requests for consideration of deviations, exceptions, changes or clarifications after the time and date specified above.

3.5.3 Exceptions or Clarifications to Sample Contract Form

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

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

3.6 Withdrawal of Proposal

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

3.7 City Rights

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

Furthermore, the City reserves the right to:

- 3.7.1 Accept or reject any and all of the proposals, or any item or part thereof, at its discretion.
- 3.7.2 Make an award for a portion of the Scope of Work.
- 3.7.3 Award contracts to one or more Proposer(s).

- 3.7.4 Cancel or withdraw the entire RFP, or any part thereof, at any time without prior notice.
- 3.7.5 Issue a subsequent or concurrent RFP.
- 3.7.6 Waive any minor errors or irregularities in any proposal, to the extent permitted by law.
- 3.7.7 Obtain information from any source that has the potential to improve the understanding and evaluation of the RFP.
- 3.7.8 Postpone RFP openings for its own convenience.
- 3.7.9 Remedy or overlook technical errors in the RFP process.
- 3.7.10 Appoint an Evaluation Committee to review RFPs.
- 3.7.11 Seek the assistance of outside technical experts.
- 3.7.12 Approve or disapprove the use of particular sub consultants.
- 3.7.13 Establish a short list of PROPOSERS eligible for interview after review of written RFPs.
- 3.7.14 Negotiate with any, all, or none of the respondents to the RFP.
- 3.7.15 Solicit best and final offers (BAFOs) from all or some of the respondents.
- 3.7.16 Accept other than the lowest monetary offer.
- 3.7.17 Award a contract based upon initial offers.
- 3.7.18 Solicit proposals for like services aside from the awarded services included in this process.

3.8 Compliance with Laws and Regulations

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

3.9 Public Records Act

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

3.10 Prohibited Communications

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

3.11 Use of Sub consultants

- 3.13.1 The proposer awarded a contract by the City must be the prime consultant performing the primary functions of the contract. If any portion of the contract is to be subcontracted, it must be clearly set forth in the proposal document as to what part(s) are to be

subcontracted, the reasons for the subcontracting, and a listing of sub consultants. Acceptance or rejection of a proposer's request to use sub consultants is at the sole discretion of the City. The City reserves the right to reject any proposal to function as the prime Consultant on the awarded contract. When approved, the sub consultant(s) shall agree to and be bound by all terms, conditions and specifications of the awarded contract and the proposer shall be responsible for proper performance of the contract by its sub consultant(s).

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

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

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

4.0 INSURANCE

4.1 Insurance

The City requires Consultants to obtain appropriate insurance coverage within the prescribed minimum limits set forth in the attached Sample Contract (*Appendix "A"*). The required insurance certificates must comply with all requirements of the standards as shown in the contract and must be provided within ten (10) days of issuance of the Notice of Intent to Award and prior to the commencement of any work under the terms of the contract.

5.0 PROCUREMENT SCHEDULE

5.1 Request for Clarification(s)

Deadline for Requests for Information (RFI's)/Clarification is Wednesday, June 12, 2024, at 1:00 p.m. pursuant to paragraph 3.5.

5.2 Proposal Deadline Date

Proposals must be received through the City's electronic proposal process on or before **Thursday, June 20, 2024, at 5:00 P.M.**

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

If a proposer is experiencing difficulty submitting documents, please contact the help desk for Planetbid. If the origin of the problem rests with the City, please contact Michael Barker at 323-848-6438 or via email at mbarker@weho.org. It is still the responsibility of the proposer to submit their proposal in a timely manner. Should you encounter difficulties when entering your proposal at the last minute, the City and Planetbid shall not be held responsible, and your proposal not be accepted if not loaded and submitted prior to the deadline.

5.3 CONTRACT AWARD

Tentative Contract award date is Monday, July 15, 2024. The City will provide notification of pending awards through the electronic proposal process. Failure to notify any proposer shall not impact, alter, or invalidate the City's action. Regardless of the award amount, no compensation is guaranteed, it based solely on actual delivered work product based on an approved proposal(s).

6.0 **SUBMITTAL REQUIREMENTS**

6.1 **Proposal Content and Format**

Please utilize the boxes below () as a checklist to ensure a complete response to the RFP.

- 6.1.1 Proposals shall be typed and uploaded as an attachment under the Documents/Attachments tab online. Inclusion of unnecessary, elaborate, or general promotional materials is discouraged. Narrative should be brief, concise, and completely respond to the questions or issues raised by the published evaluation criteria.
- 6.1.2 Proposal shall consist of an Architectural/Engineering Design Costs Section to include a fee schedule.
- 6.1.3 Proposals must include the following sections, organized as indicated here:

SECTION I - Proposal Letter (Please Include all Sections in Response File)

- The proposal letter included herein as Appendix 'B' to this RFP must be signed by a person or persons authorized to legally bind the proposer to enter into the contract.

SECTION II - Qualifications of Firm (Please Include all Sections in Response File)

- This section of the proposal is a written narrative which should establish that the Consultant has the ability to satisfactorily perform the required work; the skill, knowledge and understanding of the subject matter; the requisite previous experience on similar assignments; and, financial stability and professional standing in the field.

This section should include, at a minimum:

- (a) Firm Profile. A brief profile of the firm including the capability to provide the required services; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size, and location of offices; number of employees; and, number of company owned vehicles.
- (b) Firm Experience. Describe the firm's experience in conducting assignments that are similar in nature and/or related to

the work described in the Statement of Work. Describe experience in performing work as described in this RFP with various government agencies.

(d) Licensing. Consultant Team is required to consist of an active State of California Board Licensed Architect and Professionally Licensed Engineering staff in one or more relevant disciplines, all sub-consultants are required to be properly licensed and/or certified in their area of expertise.

(e) Litigation and Contract Termination History. Provide a brief description of any (if none, please state none):

- Conviction or indictment of the firm or any officer of the firm within the last five years involving alleged fraud, bribery, collusion, conspiracy, or violation of state or federal antitrust law.
- Adjudication or determination by any federal, state, or local agency that the firm or any officer of the firm has violated any provision of law relating to equal opportunity or fair employment.
- Conviction of the firm or any officer of the firm related to any state or federal law relating to the employment of undocumented foreign worker.
- Termination of a contract for convenience or for cause.

(f) Consultant's Information Form. Complete, sign and submit Appendix "C" (**Please Include all Sections in Response File**)– Consultant's Information Form. Project Reference Forms are included and should detail assignments that are similar in nature and/or related to the work described in the Scope of Work.

- Provide a minimum of five (5) references from public agencies or private organizations, which demonstrate past and present performance. References shall demonstrate that the firm has been in continuous existence and has provided continuous services for the relevant requirements contained herein for at least five (5) years. Each reference shall include: company name, address, contact person, email and telephone, and dates of work performed.

(g) Identify sub consultants. If any, by company name, address, contact person, telephone number project function. Include the contractor's license number and classification of each.

Describe Proposer's experience working with each subconsultant.

SECTION III - Qualifications of Personnel (Please Include all Sections in Response File)

This section should identify the qualifications of the individuals, sub-Contractors, and/or suppliers that will be providing services.

- Include brief résumés for key personnel, project staff and subcontractors highlighting their skill, knowledge, and understanding of applicable subject matter, experience on comparable projects, and applicable professional credentials.
- Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name and proposed position for this project.

SECTION IV - Approach and Understanding (Please Include all Sections in Response File)

Consultant shall provide a written narrative that addresses the Scope of Work and demonstrates the Proposer's understanding of the City's needs and requirements.

- Provide a thorough description demonstrating an understanding of the Scope of Work and its components. Describe how the Scope of Work will be implemented and monitored. Describe staffing levels and timeframe necessary for tasks described in the Scope of Work. Provide a schedule that identifies key project milestones and tasks.

SECTION V – Required Forms

In addition to those mentioned above, the following submittal forms must be included with the proposal. The forms shall be prepared using the copies provided in these RFP documents, or on legible photocopies. Proposals that are partial, incomplete, or modified in form or substance from what is requested in the forms may be considered non-responsive. Proposers shall initial all interlineations and revisions to entries. Failure to do so may render the proposal incomplete and non-responsive.

Proposers' authorized signatory must review, complete, sign and submit the following forms with its proposal online:

- Appendix "B" – PROPOSAL LETTER NOTARIZE
(Please Attach as Response File as show above for Section I)
- Appendix "C" – CONSULTANT'S INFORMATION FORM NOTARIZE
(Please Include all Sections in Response File)
- Appendix "D" – PROPOSAL PRICING FORM
 - (a) Fee Schedule. Submit Consultant's Fee Schedule as outlined in Appendix, considering team and subconsultant staffing over the course of the project.
(Please Include all Sections in Response File)
- Appendix "E" – NON-COLLUSION DECLARATION NOTARIZE
(Please Include all Sections in Response File)
- Appendix "F" – LABOR COMPLIANCE CERTIFICATION
(Please Include all Sections in Response File)
- Appendix "G" – CALIFORNIA LEVINE ACT STATEMENT
(Please Include all Sections in Response File)

7.0 EVALUATION OF PROPOSALS

7.1 Basis of Award

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

7.2 Minimum Qualifications

- 7.2.1 Contractor must be a responsible firm that has been in continuous existence and has provided continuous services for the relevant requirements contained herein for at least five (5) years. Less than the minimum required experience may eliminate that proposer from further consideration.

7.2.2 Contractor must have the staffing resources to provide the architectural and engineering services required for the general scope of work outlined in the proposal.

7.2.3 All professional staff shall be currently licensed in the State of California.

7.2.4 Contractor must have municipal community engagement experience.

7.3 Evaluation Criteria

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

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

- **Qualifications of Firm (25 points max.)**

Experience in performing work similar in nature and/or related to the work described in the General Statement of Work; experience working with public agencies, strength, and stability of the firm; appropriateness of personnel to their assigned work tasks; logic of project organization; adequacy of labor commitment.

- **Qualifications of Personnel (25 points max.)**

Qualifications and previous experience of personnel; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; concurrence in the restrictions on changes in key personnel.

- **Approach and Understanding (25 points max.)**

Depth of Proposer's understanding of the General Scope of Work; City's requirements; overall quality of proposal; approach towards meeting budget and schedule goals.

- **Cost (25 points max.)**

Reasonableness of the total price as provided in the schedule of fees.

8.0 DEBRIEFINGS

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

9.0 GENERAL SCOPE OF SERVICES

The City of West Hollywood is seeking one or more qualified firm(s) to provide Architectural Project Services on an on-call basis as needed. Please provide proof of experience as part of your proposal submission. Below is a list of services the awarded proposal may be requested to but is not limited to perform as part of the on-call work request.

9.1 Overview

The City of West Hollywood, County of Los Angeles, State of California (“City”) is soliciting proposals from qualified consultant firms to provide as-built plan and design services for the **HART PARK IMPROVEMENTS PROJECT**. All services performed by the design consultant, or its sub-consultant shall be provided in a manner consistent with the level of care and skill exercised by members of the consultant’s or the respective sub-consultant’s profession. Such services shall be performed under the direct supervision of qualified and experienced personnel.

9.2 Project Context and Description

West Hollywood, a 1.9 square mile city of approximately 35,000 residents, is located in the heart of the Los Angeles region, surrounded by the cities of Los Angeles and Beverly Hills. Incorporated in 1984, the City is home to the Sunset Strip, the West Hollywood Design District and the Pacific Design Center, and nightlife area near Santa Monica and San Vicente Boulevards. West Hollywood is a leader in progressive policy innovation on topics such as LGBTQ issues, social services, and affordable housing. It is also one of the densest cities in California in terms of dwelling unit density.

The City Council adopted the West Hollywood General Plan 2035 and West Hollywood Climate Action Plan in 2011. The General Plan builds upon the City’s tradition of progressive policymaking, with innovative goals and policies to balance increased density with enhanced mobility, while maintaining quality of life and neighborhood character. The Climate Action Plan sets aggressive community-wide goals for greenhouse gas emissions reduction and contains a toolbox of implementation actions.

William S. Hart Park is located at 8341 De Longpre Avenue in West Hollywood, CA. The park navigates a steep grade change between Sunset Boulevard to the north and DeLongpre Avenue to the south. The site was gifted to the City of Los Angeles in 1944, and in 1989 the City of West Hollywood entered into a 30-year lease agreement with Los Angeles, which was renewed in 2019. Since the City of West Hollywood took control over the site, it has made significant improvements to the site, including renovating the Hart House, constructing the existing dog park, fountain, and AIDS Memorial.

In 2018, the City Council directed staff to develop a plan for further

improvements to the park, including accessibility upgrades, improvements to the parking lot, dog park, lighting, and security. Staff then worked with a consultant to develop a series of conceptual design options that were shared with the community as part of a significant public outreach campaign, which included presentations to various Commissions, City Council, multiple community meetings, and pop-up events at the park and farmer's market. The team refined these options and brought the findings of the outreach as well as a recommended series of improvements to the City Council in 2023, with a series of concept-level designs for these improvements (Phase 1), as well as opportunities for additional improvements that were identified by the community during the initial outreach process (Phase 2).

9.3 Scope of Work

The City is seeking a qualified proposer to provide architectural and engineering services for the West Hollywood Hart Park Improvements Project, **Phase 1 and 2a**. Refer to **Attachment A** for additional information regarding the project scope. This is broken into two phases. **In your response, provide separate fees and schedules for each phase, as they are two independent scopes of work. The City may elect to move forward with each phase independently, and they are not contingent upon one another.**

Phase 1

Complete design and construction documents for the accessibility-related park upgrades, dog park and plaza reconfigurations and provide administration services during bidding and construction.

Review Existing Plans and Background Materials. Relevant background materials will be provided to the Consultant Team including: meeting notes, summaries, and presentation materials to date, and documents and studies including: Phase 1 and 2a preliminary concepts developed by the City. The City will provide a survey, a Certified Access Specialist (CASp) report, and a geotechnical report.

Schematic Design. This will be an expedited phase during which the Consultant will confirm and further develop the initial concepts set forth in the briefing documents that were presented to the City Council in 2023. Develop a series of schematic level drawings, diagrams, and renderings to illustrate and communicate the design intent.

- **Activities & Deliverables:** Bi-weekly meetings with the City, Schematic drawing set, renderings, and Basis-of-Design report.

Design Development. Building from the initial concepts developed by staff, develop the design and coordinate with the consultant team to develop plans, sections, typical details, diagrammatic layouts of site infrastructure and systems, develop draft outline specifications, and provide material samples and other exhibits for review.

- Activities & Deliverables: Bi-weekly meetings with the City, Design Development drawing set, renderings, and updated report.

Construction Documents. Upon approval of the Design Development Documents, complete the construction documents and specifications.

- Activities & Deliverables: Bi-weekly meetings with the City, Construction Documents drawing set and specifications, updated renderings.

Bidding/ Permitting. Review and prepare responses to contractor requests for interpretation and substitution requests during bid negotiations, assist the owner in any required permits, respond to plan check questions and issue corrections. Please review to the plan check submittal requirements outlined on the [City's website](#).

- Activities & Deliverables: Bi-weekly meetings with the City. Prepare plan-check submittal documents, as needed, respond to comments and revise to resolve open items. Issue reconciled documents permitting and for construction. Assistance in preparing bid packages, pre-bid meetings, assistance with addenda, responding to RFI's, assistance in review of bids.

Construction Administration. Provide administration of the Owner-Contractor Contract for construction. Advise the owner throughout the phase through the submittals, RFI, and construction process.

- Activities & Deliverables: Bi-weekly meetings with the City. Work with City staff and the City's Construction Manager to review submittals, respond to RFI's, review meeting minutes, conduct monthly site visits, assistance with change orders, assist in compiling substantial and final completion punch list, and review record documents. Attend kick-off and construction progress meetings.
- Assume at least three (5) site visits during construction, with a minimum of one (1) hour for each visit.

Project Management. Meetings and ongoing coordination with City staff and decision-makers as required to move the project forward efficiently. At a minimum, this should include a kick-off meeting with the City project team and weekly and/ or bi-weekly progress meetings or phone calls with the City's Project Manager and others as needed. Lead Consultant will be responsible for direct coordination with any sub consultants on the project team.

- Activities & Deliverables: Meeting agendas and notes for all team meetings.

Additional Scope For Inclusion in Proposal.

- Assume (3) site meetings during the design process (or meetings at City Hall) with a duration of ninety (90) minutes minimum for each meeting.
- Assume bi-weekly coordination meetings/ calls with City Staff and/ or the City Construction Manager via Teams or a similar conference call platform with a duration of one (1) hour minimum for each call, for the

- duration of the project.
- Verification of all current utilities and processing of needed documents for any required upgrades or replacements.
- Provide revisions to renderings, illustrative plans, and diagrams for updates to the local community.
- A Certificate of Appropriateness (C of A) will be required for the work ([Link](#)), as the Hart House and grounds/ site is a designated Cultural Resource. However, only the house has character-defining features listed in the 1993 Resolution. The consultant will coordinate with City staff to provide materials required for the permit application.
- The project will be presented to and reviewed by various groups, including but not limited to the Historic Preservation Commission (HPC), Disabilities Advisory Board, the Public Facilities, Recreation, and Infrastructure Commission, and City Council. The consultant will coordinate with City staff to provide materials required for these meetings and limited attendance may be required.
- The project will be coordinated with the City of Los Angeles, and approvals may be needed. City staff will perform the administrative tasks related to this, however the consultant may be asked to provide presentation materials, drawings, or diagrams to support this effort.

Additional requirements:

- Scope of work specifically includes preparation of current, complete documents and specifications for bidding, permitting, and construction. All specifications shall list at least two (2) equals where a specific manufacturer is identified.
- All plans are to be prepared and stamped by a professional landscape architect or engineer as applicable, currently licensed to practice in the state of California.
- Services specifically include all efforts to complete the plan check process.
- Construction and bid documents and detailed specifications shall be in "GREENBOOK" format.
- Constructability review in coordination with the City's Construction Manager.
- The Contractor shall utilize 3-dimensional modeling software in the design and rendering/ visualization process.
- The Contractor shall provide, at a minimum, five (5) renderings for review by the City and stakeholders at various stages in the design process, with at least two (2) rounds of revisions as the project proceeds through the Design Development and Construction Documents phases.
- Survey work as needed.
- An cost/ engineer's estimate, with at least (2) updates to this estimate over the course of the project, likely during Design Development and at the conclusion of Construction Documents.
- Utility coordination.

- Close-out and Record Drawings.
- **No exclusions will be accepted in the bid submittal. Any proposed exclusions shall be identified during the Q and A period.**

Phase 2a

Develop schematic- level design ideas for additional park improvements, assist in public outreach and preparing materials for public meetings with commissions and the Hart Park Ad-Hoc Subcommittee and the City Council.

If additional improvements are approved by the City Council, this contract may be amended to include design services for schematic design through construction documents, as well as administration services during bidding and construction (Phase 2b). The scope of these additional improvements is unknown and is to be determined as part of Phase 2a.

Concept/ Schematic Design Option Development

Based on the initial concepts developed by City staff, develop conceptual options and explorations, and early schematic drawings, renderings, diagrams, and materials for outreach and public communication. The purpose of this concurrent process is also to ensure that the Phase 1 improvements are coordinated with, and do not preclude, any potential future work at the park that is identified as part of Phase 2.

Community Engagement

Activities & Deliverables: Key engagement activities may include:

- Review and test fit ideas that were previously created through the outreach process.
- Pop-up workshops or special community events (minimum two (2))
- Focus groups (minimum three (3)) to solicit input on specific issues from key stakeholder groups and specific user groups of the park.
- Outreach and consultation with key stakeholders, including commissions, committees, and community groups.
- Online outreach will be conducted by City staff through the Engage WeHo website.
- Generation of content (blog posts, images, etc.) for the project website and for outreach materials.
- All graphics and other materials required for proposed engagement activities.
- Community engagement and Phase 2a design report: A summary of community input for use in presentations to the City Council, Hart Park Ad-Hoc Subcommittee, and appropriate Advisory Boards and Commissions.
- Schematic Design Option Refinement. Refine the options and explorations discussed with the community for presentation to City Council, including drawings, renderings, and diagrams.

9.4 ENVIRONMENTAL REVIEW

This scope does not currently include any environmental review required pursuant to CEQA. It is the City's intention that the scope of the Framework plan will not propose changes to land use designations and will stay within the growth projections and traffic thresholds of the City's General Plan EIR. The proposed project work plan and budget should include an allowance for coordination with the City's selected environmental consultant, if any, should CEQA documentation be required.

9.5 CONSULTANT COMPLIANCE WITH LAWS

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

9.6 PROVISIONS TO CORRECT DEFICIENCIES:

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

APPENDIX "A"

SAMPLE CONTRACT

REQUEST FOR PROPOSALS

**RFP FOR DESIGN SERVICES
HART PARK IMPROVEMENTS
(CIP 55-23)**

CITY OF WEST HOLLYWOOD
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on this ____th 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 XYZ Company, 1500 Main Street, City, CA 90000 (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. The CITY proposes to contract for professional services as outlined below;
- B. The CITY conducted an RFP issued in Month, Year, and selected CONTRACTOR as the preferred service provider;
- C. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:

- 1. **SERVICES.** The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.
- 2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on June 30, 20 unless extended in writing in advance by both parties.
- 3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
- 4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed \$_____ for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, 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.

**CITY OF WEST HOLLYWOOD
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- 5.2. **Manager-in-Charge.** For the CONTRACTOR, [REDACTED] 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.
- 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

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

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 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

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

CONTRACTOR has no employees for the purposes of this Agreement, the CONTRACTOR shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

- 8.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$2,000,000) 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 (\$1,000,000) 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

**CITY OF WEST HOLLYWOOD
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any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

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

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

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

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

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

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

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

include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.

15. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
16. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.
17. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
18. **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: _____

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

CONTRACTOR:
Organization Name
Street Address, City State ZIP

Attention: _____

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

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

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

CONTRACTOR:

Name, Title

CITY OF WEST HOLLYWOOD:

Department Director

David A. Wilson, City Manager

ATTEST:

Melissa Crowder, City Clerk

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

Scope of Services:

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

Time of Performance:

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

Special Payment Terms:

NONE

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

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

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

AGREEMENT FOR SERVICES

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

Policy 1. CONTRACTORS shall be committed to the CITY.

Rules:

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

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

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

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

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

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

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

Policy 2. CONTRACTORS shall be committed to fiscal integrity.

CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

Rules:

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

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

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

Rules:

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

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

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

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

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

Approved by City Council Minute Order on February 3, 2020

APPENDIX "B"

PROPOSAL LETTER

SUBMIT ONLINE

REQUEST FOR PROPOSALS

**RFP FOR DESIGN SERVICES
HART PARK IMPROVEMENTS
(CIP 55-23)**

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

SUBJECT: REQUEST FOR PROPOSAL – CONTRACT FOR
ON-CALL ARCHITECTURAL AND ENGINEERING DESIGN SERVICES

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

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

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

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

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

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

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

- A. Examined and is fully familiar with all of the provisions of the RFP Documents and any amendment thereto;
- B. Satisfied itself as to the requirements of the Contract;
- C. Carefully reviewed the accuracy of all statements shown in this Proposal;
- D. Examined the experience, skill, and certification (if any) requirements specified in the Statement of Work and that the entities (Contractor, Sub consultant) performing the work fulfill the specified requirements; and,

- F. Satisfied itself with respect to other matters pertaining to the RFP which in any way affect the performance of the Work.

- G. Unless otherwise noted within this letter, the proposal has been submitted without exception and all City Contract Terms and Conditions are acceptable to the Proposer. Noted exceptions will be evaluated for responsiveness and significance, and the City may initiate discussions with the selected firm to clarify or resolve such exceptions. It is understood that if it is not in the best interests of the City to accept proposed exceptions, notice will be provided to the Proposer to accept the Terms and Conditions as stated in the RFP, or be eliminated for further consideration.

Exceptions (if any/use additional pages if necessary): _____

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

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

Amendment/Addendum No(s):

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

The Proposer further certifies that:

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

- B. The Proposal is made without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

C. Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.

Proposer's Name: _____

Business Address: _____

Consultant's License No. and Classification Type: _____

License Expiration Date: _____

Phone(s): _____

e-mail address: _____

Signature of Authorized Official: _____

Type or Print Name: _____

Title: _____

Date: _____

NOTARY

Subscribed and sworn before me
this _____ day of _____, 2024.

(SEAL)

Notary Public in and for
the State of California

My Commission Expires: _____

APPENDIX "C"

CONSULTANT'S INFORMATION FORM

SUBMIT ONLINE

REQUEST FOR PROPOSALS

**RFP FOR DESIGN SERVICES
HART PARK IMPROVEMENTS
(CIP 55-23)**

Name of Company: _____

Address: _____

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

Federal Tax I.D. Number:

Consultant Authorized Signature for Agreement:

Print Name: _____

Title: _____

Phone: _____

E-mail: _____

Consultant Point of Contact:

Print Name: _____

Title: _____

Phone: _____

E-mail: _____

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

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

Under what other or former names has your organization operated?

If your organization is individually owned, answer the following:

- Date of organization: _____
- Name of owner: _____
- Address of owner: _____

If your organization is a partnership, answer the following:

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

If your organization is a corporation, answer the following:

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

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

PROJECT REFERENCE FORM

Provide experience and past performance information in the format provided below which demonstrates five (5) or more years of comparable professional experience. Please note municipal capital project experience is a main focus for this proposal. The City will contact references to verify information provided and inquire of past performance data. **Please check that all information is correct and up to date.**

Add additional pages, if necessary.

PROJECT NAME AND LOCATION: _____

DESCRIPTION OF WORK: _____

Reference Name

Street Address

City, State

Zip Code

Phone Number

Contact Person Name(if different)

TOTAL VALUE OF CONTRACT: \$_____

DATE CONTRACT BEGAN: _____

DATE CONTRACT ENDED: _____

REASON: _____

PROJECT REFERENCE FORM

Provide experience and past performance information in the format provided below which demonstrates five (5) or more years of comparable professional experience. Please note municipal capital project experience is a main focus for this proposal. The City will contact references to verify information provided and inquire of past performance data. **Please check that all information is correct and up to date.**

PROJECT NAME AND LOCATION: _____

DESCRIPTION OF WORK: _____

Reference Name

Street Address

City, State

Zip Code

Phone Number

Contact Person Name(if different)

TOTAL VALUE OF CONTRACT: \$_____

DATE CONTRACT BEGAN: _____

DATE CONTRACT ENDED: _____

REASON: _____

PROJECT REFERENCE FORM

Provide experience and past performance information in the format provided below which demonstrates five (5) or more years of comparable professional experience. Please note municipal capital project experience is a main focus for this proposal. The City will contact references to verify information provided and inquire of past performance data. **Please check that all information is correct and up to date.**

Add additional pages, if necessary.

PROJECT NAME AND LOCATION: _____

DESCRIPTION OF WORK: _____

Reference Name

Street Address

City, State

Zip Code

Phone Number

Contact Person Name(if different)

TOTAL VALUE OF CONTRACT: \$_____

DATE CONTRACT BEGAN: _____

DATE CONTRACT ENDED: _____

REASON: _____

APPENDIX D

PROPOSAL COST SECTION

SUBMIT ONLINE

REQUEST FOR PROPOSALS

**RFP FOR DESIGN SERVICES
HART PARK IMPROVEMENTS
(CIP 55-23)**

**APPENDIX "D" – Submit Online
FEE SCHEDULE**

- A.** Proposer is required to submit their standard Fee Schedule as Appendix D.

Verification and Execution

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

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

Executed on this _____ day of _____, 2024.

By: _____
Name of Proposer (Print)

Proposer Signature

Title

Subscribed and sworn before me
this _____ day of _____, 2024.
(SEAL)

Notary Public in and
for the State of
California

My Commission Expires: _____

APPENDIX "E"

NON-COLLUSION DECLARATION

SUBMIT ONLINE

REQUEST FOR PROPOSALS

**RFP FOR DESIGN SERVICES
HART PARK IMPROVEMENTS
(CIP 55-23)**

APPENDIX E – SUBMIT ONLINE
“NON-COLLUSION DECLARATION”

[TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID]

The undersigned declares:

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, at _____, _____."

(Date) (City) (State)

Signed

Subscribed and sworn before me
this _____ day of _____, 202.

(SEAL)

Notary Public in and for
the State of California

My Commission Expires: _____

APPENDIX "F"

LABOR COMPLIANCE CERTIFICATION

SUBMIT ONLINE

REQUEST FOR PROPOSALS

**RFP FOR DESIGN SERVICES
HART PARK IMPROVEMENTS
(CIP 55-23)**

APPENDIX F – SUBMIT ONLINE
LABOR COMPLIANCE CERTIFICATION
WORKER'S COMPENSATION

LABOR CODE - SECTION 1861

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

CONTRACTOR: _____

Name of Contractor: _____

By: _____

Signature: _____

Name: _____

Title: _____

Date: _____

APPENDIX G – SUBMIT ONLINE

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any West Hollywood City Council Member from participating in any action related to a contract or application if he or she receives any political contributions totaling more than \$250 within the previous twelve months, and for three months following the date a final decision from the business/board or applicant.

The Levine Act also requires a member of the West Hollywood City Council who has received such a contribution to disclose the contribution on the record of the proceeding.

Current West Hollywood City Councilmembers are listed at:

<https://www.weho.org/city-government/city-council>

Proposers are responsible for accessing this link to review the names prior to answering the following questions.

1. Have you or your company, or any agent/board member on behalf of you or your company/entity, made any political contributions of more than \$250 to any West Hollywood City Councilmember in the 12 months preceding the date of the submission of your proposal or application, or the anticipated date of any Council action?

YES If yes, please identify the Councilmember(s):

NO

2. Do you or your company/entity, or any agency on behalf of you or your company/entity, anticipate or plan to make any political contribution of more than \$250 to any West Hollywood City Councilmember in the 12 months following any Council action related to your proposal or application?

YES If yes, please identify the Councilmember(s):

NO

Answering yes to either of the two questions above does not preclude the West Hollywood City Council from awarding a contract or approving an application or any subsequent action. It does however, preclude the identified Councilmember(s) from participating in any actions related to your proposal or application.

Date

Signature of authorized individual

Company/Applicant Name