



CITY OF WEST HOLLYWOOD
DEPARTMENT OF PUBLIC WORKS

REQUEST FOR PROPOSALS
FOR
ENGINEERING CONSULTING SERVICES

LA BREA AVENUE STREETScape PROJECT
(From Fountain Avenue to Romaine St)

Deadline: March 13, 2012 at 11:00 am

INVITATION FOR PROPOSALS

The City of West Hollywood invites the submittal of proposals for engineering services from qualified consultants, licensed in the State of California, for the preparation of plans and specifications for the construction of streetscape improvements on La Brea Avenue, between Fountain Avenue and Romaine Street. The selected consultant shall be responsible for organizing a project team to produce detailed plans and specifications for medians, sidewalk, parkways, landscaping, pedestrian street lighting, and traffic signage & striping plans. The consultant will also provide guidance for mitigation measures necessary, to construct the street improvement project on a heavily traveled arterial in the City.

FOR ADDITIONAL INFORMATION

No questions regarding this Request for proposals will be answered over the phone. All inquiries shall be submitted in writing via fax at (323) 848-6564 Attn: Sharon Perlstein.

People submitting a proposal or on a consultant team shall not contact City personnel or City Council members regarding this request for proposal. Once the City releases the request for proposals and throughout the evaluation period; any email, telephone, text message, social media, face to face contact and/or non-fax communication, where there has been discussion of this request for proposals, may be the basis for a proposal being disqualified from consideration.

Deadline for written questions is Tuesday, March 6, 2012 at 11:00 am. After this deadline questions will not be answered.

BACKGROUND

The City of West Hollywood received a grant from the Los Angeles County Metropolitan Transportation Authority for the design and construction of landscaping and pedestrian street lighting along La Brea Avenue from Fountain Avenue to Romaine Street. As the City's eastern gateway, the concept is to bring the streetscape enhancements previously installed through the Santa Monica Blvd Reconstruction Project and the La Brea Gateway Redevelopment Project to the rest of La Brea Avenue. This will be done by matching the street trees, tree wells, parkways, medians, and the pedestrian street light poles that can be found on the West Hollywood's portion of Santa Monica Blvd.

In May of 2010, a La Brea Streetscape Master Plan was developed by the City of West Hollywood. The project being designed will only install the medians, parkways, street trees, and pedestrian street lighting of that master plan. A copy of the La Brea Streetscape Master Plan can be found on the City's website: www.weho.org under the Engineering Division, then Request For Proposals.

The La Brea Ave Streetscape Project will also include three median islands that will need to be designed on the following roadway segments:

- La Brea Ave – from Fountain Ave to Lexington Ave
- La Brea Ave – from Lexington Ave to Santa Monica Blvd
- La Brea Ave – from Santa Monica Blvd to Romaine St

There are three development projects that are currently under construction with frontages on La Brea Avenue, at 7119 Santa Monica Blvd, 1145 La Brea Ave, and 1234 La Brea Ave. Included in their Conditions of Development are requirements for the developers to install the La Brea Streetscape improvements on their frontages. The design of the streetscape along these project frontages is not part of the consultant services of this RFP.

SCOPE OF WORK

Street Improvement Plans: The consultant shall prepare detailed plans for the construction of the street improvement project on typical 24" x 36" sized plan sheets, with all supporting details and information necessary to complete the project.

Topographic Survey: A topographic survey of existing conditions will need to be done to serve as a base map for your plans. This will also help design the median islands to ensure proper drainage of rain or nuisance water and not create any low spots in the street.

Underground Utilities: The consultant shall contact all the utilities that may have facilities in the project area and obtain their latest substructure information so that it can be properly identified on the plans. Also water and power connection points for

each median will need to be designed into the project to run the irrigation for each median.

Broken or damaged Portland Cement Concrete infrastructure: The consultant shall inspect the condition of existing sidewalks, curbs, driveways, corner ramps, and cross gutters in the project limits. Identify areas of concrete removal, replacement, and missing detectable warning surfaces.

Pedestrian Street Lights: The consultant shall do a lighting study to see if existing street lights are adequate for the roadway in project area. This project includes the placement of decorative pedestrian level lights in the public right of way using energy efficient light fixtures. The consultant will need to research and work with lighting vendors to provide the pole and light fixtures for the project. Although the consultant will not be designing the plans and specifications to energize the lights; the placement and spacing of the street light poles will be designed by the consultant. Placement should also consider proximity to driveways, intersections, street furniture, sign posts, and still provide ADA required clearances for vertical obstructions in the public right of way.

Removal and Replacement of Street Trees: The plans shall show which street trees are to be removed and replaced and which are to be protected in place. Any hardscape that is to be removed to accommodate the installation of new trees, as well as any old tree wells to be filled shall be clearly shown on the street improvement plans.

Landscaped Parkway Areas: Any hardscape that is to be removed to create planted areas shall be clearly shown on the street improvement plans. The landscaped parkways shall be designed to carry some stormwater and infiltrate it back to the native soil. The street improvement plans shall match the landscaping and irrigation plans.

Median Islands: The consultant shall design the median islands to be appropriate for the area of each segment. Turn pockets at signalized intersections, driveways to businesses like supermarkets or concrete plants, crosswalk visibility, and visibility for vehicles both day and night, shall all be considered in to determining the size and shape of those medians.

There is a possibility in the future, that a regional bike lane will be installed on this section of La Brea Avenue. The consultant will be asked to do an evaluation the road geometry and lane width configurations to see if future bike lanes can be accommodated on La Brea Avenue. If so, the width of the median islands shall not be designed so large that this future bike lane cannot be accommodated in the future. The idea is for the consultant to design the project in a way that bike lanes can be installed in the future with simple striping modifications.

The existing roadway section is 2" of rubberized asphalt on 8" of concrete roadway. The project shall be designed to excavate the area of the proposed medians for drainage and to provide an adequate thickness of soil for planting materials in the medians.

Landscape and Irrigation Plan: A separate landscape and irrigation plan is preferred to be submitted rather than showing that on the street improvement plan. This plan shall show the species of the plant materials, plant spacing, planting details and the irrigation system.

Signing and Striping Plan: The consultant shall conduct an evaluation of all the striping and regulatory signage located in the project limits. Signs and roadway markings shall be brought up to compliance with the current MUTCD-CA. Any changes or modifications shall be placed on a signing and striping plan.

Specifications: The selected consultant shall be able to provide a comprehensive set of Technical Specifications without relying on a "boiler plate" provided by the City.

Bid Schedule: The consultant shall prepare a detailed bid schedule by using accurate quantities from the prepared plans for contractors to construct the project.

Special Provisions: The Special Provisions of the specifications shall reflect the plans that the design team has prepared. The Special Provisions shall supplement the 2012 Edition of the Standard Specifications for Public Works Construction, from here on referred as the "Greenbook" with all revisions.

Greenbook Part 1: The selected consultant shall supplement Part 1, General Provisions, of the Greenbook to reflect what is drawn on the prepared plans and provide a project that is constructible to contractors and will mitigate construction impacts to residents and commuters.

Greenbook Part 2: The selected consultant shall supplement Part 2, Construction Materials, of the Greenbook to construct what is drawn on the prepared plans. If special products are used or modifications to typical construction materials or method are incorporated into the design, it shall be described in the Special Provisions.

Payment Items: The special provisions shall include a detailed section that matches the bid schedule and that explains exactly what the bid amount covers for the item to be paid.

Cost Estimate:

A detailed cost estimate of probable construction costs will need to be prepared based on the bid schedule. The costs shall be accurate and conservative for the City to construct the proposed improvements.

Construction Mitigation Measures:

The consultant shall be able to see the big picture and come up with reasonable project mitigations to control the impacts of construction to the unique mix of businesses, pedestrians, commuters, bicyclists and the interests of the City. Provide details on the types of mitigations that will be needed for this project and how they plan to implement those mitigations. The consultant will have to account for sites in the area that are under construction and the towing regulations for peak hour travel lanes.

FORMAT OF PROPOSALS

In an effort to promote waste reduction and resource conservation, the submittal shall not contain plastic bindings, plastic pages or laminated pages. Proposals printed on double sided pages are preferred; copies should be printed on recycled and/or tree-free paper. Please avoid superfluous use of paper such as separate title sheets or chapter dividers, unnecessary attachments, or documents that were not specifically requested to be included with the proposal.

The proposal must include the following:

- 1. Overview of the Company:** Provide a brief summarized overview of the company and its 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 working on this project. Highlight any special programs, expertise, or abilities that the company can utilize in the performance of services described herein.
- 2. Project Manager:** The consultant shall designate an individual who will be the primary performer of the services described to serve as the project manager.
 - 2.1 Have the project manager provide a statement on why he/she wants to work on this project in one or two paragraphs.
 - 2.2 Briefly describe the project manager's background, focusing on why this person is qualified to be the project manager of the project. Mention any relevant training and/or expertise that this person may have towards completing the project.
 - 2.3 Include not more than two (2) relevant examples of the individual completing a project of similar size and scope that demonstrates his/her record of completion of projects on schedule and within budget.
- 3. Project team.** Identify the members of the project team that will be performing the requested services. Instead of providing a resume of each individual, draw up a team organization chart, listing each member and the tasks that will be assigned to each person.
 - 3.1 Team Member Profiles:** Complete a short profile of each member that includes:
 - A brief description each person's background, focusing on why this person is qualified to complete the tasks assigned. Mention any relevant training and/or

expertise that the team member has towards completing their portion of the scope of work.

Give one (1) relevant example of the individual completing work on another project of similar size and/or scope that demonstrates his/her competence in working on this project. If this is the person's first project state as such, rather than making something up.

3.2 Subcontracted work. If any portion(s) of the project will be subcontracted, provide a list of those consultants with following information for each:

Company's name

Local office address

Contact person for the company

Phone number and email address for contact person

Short description of services the company will perform on this project

3.3 Note about Proposals from Individuals. Proposals from individuals or a company without support staff will not be disqualified solely on that basis. The background and experience of the individual should be sufficient to assure the City that the requirements of the project can be fulfilled.

4. Scope of Work. The proposal shall describe the approach to be taken to complete each item the scope of work, and the designated team member(s) responsible for each item.

5. Project Schedule. The proposal shall include a schedule with the pertinent milestones for the major tasks involved in preparing the proposed project. For each milestone you should list the deliverables you plan to produce for the City of West Hollywood.

6. References of the company's public works experience. List no more than three (3) projects in the Southern California area, where the company has been engaged to prepare construction plans, specifications, cost estimates and/or consultant services for a public works project. The projects listed shall be similar in type, size, and scope to the proposed project. If none, state as such rather than listing projects that are not relevant. Each project referenced must include the following information:

Description of the project and the role of your firm in the project

Location of the project

Owner/Agency's name

Project manager/Contact person to verify work done

Telephone number or email of contact person

7. Changes to the Contract Requirements: The consultant shall review the contract requirements included at the end of this RFP. Any proposed changes to the boiler plate contract language shall be listed in this section. Proposed changes will not have any influence on the evaluation of the proposal, but will speed up the process of the selected

consultant to sign the contract documents, because those changes will be reviewed and approved by the City Attorney's Office.

SUBMITTAL OF PROPOSALS

Notice is hereby given that proposals will be received by the City of West Hollywood for the purpose of Engineering Consulting Services.

City of West Hollywood
Attn: City Clerk's Office
LA BREA AVENUE STREETScape PROJECT
8300 Santa Monica Blvd.
West Hollywood, CA 90069

Five (5) copies of the proposal in one envelope and **one (1) sealed copy of the fee proposal** in a separate envelope shall be mailed, couriered, or hand delivered to the City of West Hollywood, Department of Public Works, City Engineering Division, no later than **Tuesday, March 13, 2012 at 11:00 a.m.** Proposals received after this time and date may be returned. Postmarks will not be accepted as proof of receipt. No oral, telephoned, faxed, or emailed proposals or modifications of proposals will be considered.

Fee Proposal: The fee proposal shall be submitted for all consultant services included in your proposal. The fees quoted shall be on a fixed hourly fee basis. The fee proposal shall be broken down into categories of work. The stipulated fixed fee will be for all services rendered for the entire duration of that item. **One (1) copy of the fee proposal shall be submitted in a separate sealed envelope.** It is important to keep it separate from the proposal and that the proposal does not indicate of the costs for service.

The fee proposal envelope shall be plainly marked:

FEE PROPOSAL
LA BREA AVENUE STREETScape PROJECT
Name of Company
Address
Contact Person
Phone Number
Email Address

SELECTION PROCESS

Submitted proposals shall be evaluated using the following key criteria:

- 1.** Project manager's experience, background, qualifications to complete the scope of work and relevant examples provided.
- 2.** Project team's experience, background, qualifications to complete the scope of work and relevant examples provided. Proposals from individuals or companies without support staff will not be disqualified solely on that basis; provided the background and experience of the

designated individual are sufficient to assure the City that the requirements of the project can be fulfilled.

3. Description of the approach to completing the scope of work. How organized and how effective the proposal is in communicating what will be done, and is it in a clear and concise manner.
4. Proposed project schedule and if the time proposed for each task is appropriate for the work being done in that timeframe.
5. Reference project(s) submitted relevance to the proposed project and the quality of work provided on those projects.
6. Adherence to the directions as specified in this Request for Proposals

Depending on the number of proposals received, the highest ranking proposals may be asked to come in for an interview.

After a consultant is selected, the Engineering Division Manager will initiate a final contract negotiation. If an agreement on the fee can not be reached, the City reserves the right to end negotiations and enter into negotiations with another submitted proposal.

SCHEDULE

Written questions deadline

March 6, 2012, 11:00 a.m.

Proposals Due

March 13, 2012, 11:00 a.m.

Interview of Finalists (depending on # of responses)

March 2012

Contract Award by City Council

April 2012

CONTRACT REQUIREMENTS OF SELECTED CONSULTANT

The selected consultant shall be able to meet the following requirements in order to enter into a contract with the City of West Hollywood: (Language taken directly from the contract that will be signed by the selected consultant)

- 1. INDEMNIFICATION.** CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT to the degree determined by agreement of the parties or in a final and non-appealable judgment to be proportionate to its liability. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been CONSULTANT's allocated share of liability. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

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

2.1 Consultant shall provide the following types and amounts of insurance:

- 2.1.1 Workers' Compensation Coverage.** The CONSULTANT 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 CONSULTANT 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 CONSULTANT for City.

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

2.1.2 General Liability Coverage. Using Insurance Services Office “Commercial General Liability” policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

2.1.3 Automobile Liability Coverage. The CONSULTANT shall maintain Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$300,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant’s employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

2.1.4 Professional Liability Coverage. The CONSULTANT shall maintain Professional Liability or Errors and Omissions Insurance as appropriate and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and “Covered Professional Services” as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

2.1.5 Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating

insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

2.2 Endorsements. Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII. Consultant and City agree to the following with respect to insurance provided by Consultant:

- 2.2.1** Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.
- 2.2.2** No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
- 2.2.3** All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
- 2.2.4** 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.
- 2.2.5** No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
- 2.2.6** 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.

- 2.2.7** Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.
- 2.2.8** It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
- 2.2.9** Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
- 2.2.10** Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
- 2.2.11** The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If

such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.

- 2.2.12** For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
- 2.2.13** Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
- 2.2.14** Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
- 2.2.15** Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
- 2.2.16** The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
- 2.2.17** Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

2.2.18 These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

2.2.19 The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

2.2.20 Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

2.2.21 Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

2.2.22 Consultant agrees to provide immediate notice to City of any claim or loss against Consultant 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.

3. 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 CONSULTANT. Assignments of any or all rights, duties, or obligations of the CONSULTANT under this Agreement will be permitted only with the express consent of the CITY. The CONSULTANT 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 CONSULTANT 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.

4. COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS. The CONSULTANT shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

4.1 Taxes. The CONSULTANT agrees to pay all required taxes on amounts paid to the CONSULTANT 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 CONSULTANT and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONSULTANT, then the CONSULTANT agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

4.2 Workers' Compensation Law. The CONSULTANT shall fully comply with the workers' compensation law regarding the CONSULTANT and the CONSULTANT's employees. The CONSULTANT further agrees to indemnify and hold the CITY harmless from any failure of the CONSULTANT to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONSULTANT under this Agreement any amount due to the CITY from the CONSULTANT as a result of the CONSULTANT's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

4.3 Licenses. The CONSULTANT 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 CONSULTANT to practice its profession. The CONSULTANT represents and warrants to the CITY that the CONSULTANT 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 CONSULTANT to practice its profession. The CONSULTANT shall maintain a City of West Hollywood business license, if required under CITY ordinance.

5. CONFLICT OF INTEREST. The CONSULTANT 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 CONSULTANT 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.

6. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. 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 CONSULTANT 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 CONSULTANT 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.

- 7. LIVING WAGE ORDINANCE.** The CONSULTANT shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONSULTANT shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.
- 8. EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONSULTANT shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONSULTANT 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 consultant'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.
- 9. RESTRICTIONS: Arab League Boycott of Israel.** The CONSULTANT hereby affirms it does not honor the Arab League Boycott of Israel.
- 10. RECORDS AND AUDITS.** The CONSULTANT 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 CONSULTANT for a period of three years after the expiration of this Agreement.
- 11. OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONSULTANT, except the CONSULTANT'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 CONSULTANT, but any re-use of such documents by the CITY on any other project without prior written consent of the CONSULTANT shall be at the sole risk of the CITY. The CONSULTANT shall at its sole expense provide all such documents to the CITY upon request.

12. PROMOTION. The CONSULTANT shall have the right to include representations of the design of the project, including photographs of the exterior and interior, among the CONSULTANT's promotional and professional materials after authorization in writing by the CITY. The CONSULTANT's materials shall not include the CITY's confidential or proprietary information if the CITY has previously advised the CONSULTANT in writing of the specific information considered by the CITY to be confidential or proprietary. The CITY shall provide professional credit for the CONSULTANT on the construction sign and in the promotional materials for the project.

13. INDEPENDENT CONTRACTOR. The CONSULTANT 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 CONSULTANT or any of the CONSULTANT's employees or agents, except as herein set forth. The CONSULTANT 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 CONSULTANT 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.