



REQUEST FOR PROPOSALS

ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES IN THE CITY OF WEST HOLLYWOOD

RFP Issue Date: September 9, 2019

Proposal Due Date: Thursday, September 26, 2019 at 5:00 pm

SUBMIT PROPOSAL ELECTRONICALLY TO:

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

or

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

NOTICE INVITING PROPOSALS
FOR
ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
IN THE CITY OF WEST HOLLYWOOD

PUBLIC NOTICE IS HEREBY GIVEN that the City of West Hollywood, invites proposals from qualified consultants to provide on-call construction management, inspection, and material testing services. Proposals shall only be submitted electronically. A copy of the full Request for Proposals (RFP) is available at no cost from the City of West Hollywood's website at the following website address links:

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

or

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

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

- September 9, 2019 Date RFP issued
- September 19, 2019 5:00 pm Deadline for requests for clarification and questions
- September 23, 2019 5:00 pm Answers of requests for clarification and questions posted
- **September 26, 2019 5:00 pm** **Deadline for proposal submission electronically.**
Any proposal received after this deadline will be considered to be non-responsive.

Scope of Work:

The City of West Hollywood is seeking proposals from qualified consultants for a three year contract to provide on-call construction management, inspection, and material testing services.

The work to be done would consist of furnishing all materials, equipment, tools, labor, and incidentals as required to perform construction management, inspection and materials testing services for public works capital improvement projects and private development improvements in the public right-of-way.

The type of projects that the consultant would provide services for would be:

- Streetscape boulevard reconstruction
- Street pavement construction
- Sewer construction and rehab lining
- Storm drain construction (including ARS screen installations)
- Traffic signal construction
- Street lighting construction
- Landscaping and tree planting construction
- Concrete (pavement, sidewalk, curb, gutter, access ramp, driveway) construction

- Neighborhood traffic calming construction (IRWLs, speed lumps, traffic circles, etc.)
- Bike and pedestrian mobility construction (striping and signage, etc.)
- Electric vehicle charging station construction
- Street media construction (bus shelters, wayfinding signage, Wi-Fi & smart poles, etc.)
- Park drainage construction (including LID improvements).
- Other misc. types of engineering improvements.

The selected firm will need to provide a project team comprised of experts in various different engineering fields, such as:

- Water Construction
- Storm Drain Construction
- Sewer Construction
- Dry Utility Construction (gas, electric, telecom)
- Grading
- Street Improvement Construction
- Electrical Construction
- Traffic Signal Construction
- Street Lighting Construction
- Signage and Striping Construction
- Landscape and Irrigation Construction

The City reserves the right to award contracts to multiple bidders. If bidder only possesses expertise in one or several of the categories, indicate on your cover letter (or front page) which categories of projects and engineering fields you wish to be considered for. The City may award contracts to different bidders for different fields/project types.

The selected firm will need to provide a project team with recent experience in successfully providing services within high profile arterial streets and in densely developed multi-unit residential neighborhoods. The project team is expected to serve as an extension of City staff to professionally manage the work on a construction site, as well as making sure notifications or information on a project is sent out to the public in a timely manner; promptly addressing concerns of the business and residential community; and monitoring construction mitigations to ensure noise, debris, and traffic disruptions are kept at a tolerable level.

The majority of the construction items are specified for construction in accordance with the Standard Specifications and Standard Plans for Public Works Construction (Greenbook), as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Additionally, construction items involving signals, lighting, electrical systems, pavement striping, markings, and markers are specified for construction in accordance with the Caltrans Standard Plans and Specifications. County of Los Angeles and City of Los Angeles standard plans and details may also be occasionally referenced in a project's plans and specifications. Therefore, the City desires to hire a consulting firm

which is well versed in the above mentioned standard plans and specifications.

The funding sources on the capital improvement projects may include but not be limited to General Fund, Gas Tax, Proposition C, Measure R, HUD Community Development Block Grant (CDBG), and City Sewer Fund. Therefore, the City desires to hire a consulting firm which is well versed in State and Federal labor compliance regulations including but not limited to prevailing wage, use of apprentices, DBE, and Davis-Bacon. Depending on the specific capital improvement project and its funding source, some or all of the above noted labor compliance regulations may be applicable.

This RFP also requests proposals from qualified consultants to provide staff augmentation services to the City. The Engineering Division requires office personnel augmentation to be provided to support performing the duties of Engineering Division staff. The City seeks a professional engineering firm to provide temporary contract staff on an as-needed basis to work out of the City of West Hollywood City Hall Building at 8300 Santa Monica Blvd. The selected consultant shall provide a team with the necessary expertise and experience in performing the following typical office duties:

- **Plan Check reviews for various development applications.**
- **Perform inspections in the field at various construction projects.**
- **Coordinate City and Private Projects with utility companies and the community.**
- **Assist in the preparation and execution of capital improvement projects.**
- **Assist at the public counter with issuing encroachment permits.**
- **Strong communication skills; verbal and writing skills.**

The Firm will have public agency experience in sourcing, screening, and providing quality candidates to fill the temporary staffing needs for a diverse range of positions that include, but not limited to: Transportation Engineering Technician, Environmental Programs Coordinator, Assistant Civil Engineer, Senior Civil Engineer and Principal Engineer. The Firm shall be licensed and insured to provide the temporary staffing services required in the Scope of Services. The Firm will carefully pre-screen all personnel prior to referral to the City to assure that they possess all of the required skills and abilities to perform the assigned tasks. The personnel provided shall meet the minimum qualifications, minimum education and experience required by the classification specification for the job to be performed. The Firm will be informed of the specific duties or class title, length of assignment, and any specific skills or abilities required. A copy of the relevant classification specification for temporary staffing services requested shall be sent by the City to the Firm at the time of the request.

The Firm shall strictly adhere to all state and federal laws with respect to discrimination in employment and shall not discriminate against any individual on the basis of race, color, religion, gender, sexual orientation, marital status, national origin, age or disability. The Firm must conform to the provisions of the Immigration Reform and Control Act of 1986 by verifying the employment eligibility of each person referred to the City. If applicable, the Firm must also

conform to the provisions of the Patient Protection and Affordable Care Act (ACA) of 2010.

This Agreement specifies performance of services by a consultant for a variety of, as yet to be identified, City projects on an “as needed” or “on-call” basis. Under the terms of this Agreement, the City, in its sole discretion, will determine both the extent and nature of each scope of work or project it requires the consultant perform or complete, and the specific terms and conditions under which it requires the consultant to perform or complete the scope or project. Nothing contained herein, however, shall be construed by the consultant as promise or guarantee of any minimum amount of Work or compensation hereunder.

The City will identify a work scope for the consultant to perform and complete, and will issue to the consultant a Work Order request containing a detailed scope of work for the specific project. The terms and specifications of this bid document shall apply to all Work Order requests. The consultant will review each Work Order request and provide a detailed cost proposal and schedule in response to each Work Order request. The City Engineer will review the submission with the consultant and if acceptable, approve the Work Order in writing or via e-mail. The consultant must be able to commit to starting each issued Work Order within 30 days of the notice of approval.

Evaluation Criteria

50% Qualifications/expertise of company/team & similar prior project experience/references
50% Rate Schedule

Award of Contract:

The award of contract, if made, will be in accordance with the evaluation criteria provided in the Request for Proposals document. The City of West Hollywood reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposals should it deem this necessary for the public good, and also the proposal of any Vendor who has been delinquent or unfaithful in any former contract with the City of West Hollywood and to take all proposals under advisement for a period of ninety (90) days. No proposer may withdraw its proposal for a period of ninety (90) days after the deadline for submission of proposals. The City may at its discretion select more than one contractor to provide services, if it is in the best interest of the City.

Point of Contact:

The City’s primary contact for this Request for Proposals is John Gilmour, who can be reached at (323) 848-6383 or via email at jgilmour@weho.org. Communication or solicitation with other City of West Hollywood Officials or Employees regarding an aspect of this RFP is expressly prohibited and may result in disqualification.

BY ORDER OF the City of West Hollywood

**REQUEST FOR PROPOSALS FOR
ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
IN THE CITY OF WEST HOLLYWOOD**

BACKGROUND AND SCOPE:

The City of West Hollywood is seeking proposals from qualified consultants for a three year contract to provide on-call construction management, inspection, and material testing services.

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The Firm shall strictly adhere to all state and federal laws with respect to discrimination in employment and shall not discriminate against any individual on the basis of race, color, religion, gender, sexual orientation, marital status, national origin, age or disability. The Firm must conform to the provisions of the Immigration Reform and Control Act of 1986 by verifying the employment eligibility of each person referred to the City. If applicable, the Firm must also conform to the provisions of the Patient Protection and Affordable Care Act (ACA) of 2010.

This Agreement specifies performance of services by a consultant for a variety of, as yet to be identified, City projects on an “as needed” or “on-call” basis. Under the terms of this Agreement, the City, in its sole discretion, will determine both the extent and nature of each scope of work or project it requires the consultant perform or complete, and the specific terms and conditions under which it requires the consultant to perform or complete the scope or project. Nothing contained herein, however, shall be construed by the consultant as promise or guarantee of any minimum amount of Work or compensation hereunder.

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INSPECTION OF THE SITE:

Each prospective proposer is responsible for fully acquainting themselves with all conditions,

instructions, and requirements of this RFP, that the respondent conducted such additional site investigations as necessary, that the respondent is capable of providing the services requested by the City in a manner that meets City's objectives and requirements as outlined in this RFP, and that respondent has reviewed and inspected all materials submitted in response to this RFP.

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

STANDARD SPECIFICATIONS AND STANDARD PLANS:

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

PROPOSAL DUE DATE AND SUBMITTAL:

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

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

or

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

The electronic proposal system will close on Thursday, September 26, 2019 at exactly 5:00 PM

Please note that all proposals are due at, or prior to, the time and date of the deadline. Late responses cannot be accepted. All applicable forms required to be completed per the Proposal Documents shall be submitted electronically prior to the Bid date and time. Hard copies will not be accepted as a viable proposal. It is the Proposer's sole responsibility to ensure that its proposal is received as specified. Proposals may be submitted earlier than the date(s) and time(s) indicated.

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

Remember to save your proposal periodically in case of internet connection or power loss.

Saving attached files (i.e. to a draft) can also help reduce the time needed to upload your submittal. You may edit a submittal at any time prior to the deadline.

REQUESTS FOR CLARIFICATION/QUESTIONS REGARDING THIS RFP:

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

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

or

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

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

The deadline for submittal of Requests for Clarification/Questions is Thursday, September 19 2019 at 5:00 pm. Any requests for clarification/questions received after this deadline will not be answered.

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

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

PUBLIC RECORDS AND RIGHT TO SUBMITTED PROPOSALS:

All proposals, inquiries, responses, or correspondence related to or in reference to this request for proposals, and all documentation submitted by a Firm will become the property of the City when received.

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

FORMAT FOR THE PROPOSALS:

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

1. **Overview of the Company:** The company that will take the lead in providing the requested services shall be described in this section.

1.1 Provide an overview of the company and your experience in public works projects for other municipalities in the Southern California area. If this is a large company with several branches/offices, include a description of the local office that will be providing the services for this contract.

1.2 Describe the company's experience with similar design projects. Previous experience on designing similar scope is highly desirable.

1.3 Describe how your company plans to provide experienced, knowledgeable, and professional staff, who will deliver quality deliverables on this project.

1.4 Describe why the City should select your company over other proposals that may be submitted?

2. **Project Manager:** The proposer shall designate a qualified individual who will be the primary contact and will serve as the project manager.

Instead of providing a resume, describe the project manager's background, focusing on why you chose this person to be the project manager of the project. Cite specific examples of projects where this individual has done similar work, or lead a team to deliver similar work, as requested in the scope of work. Describe when were those projects were done. List any certificates, licenses, training, or special equipment training that this project manager has that may be relevant towards completing the scope of work.

3. **Project Team:** Identify the members of your project team. If your proposal is to provide all services by a single person, just state as such and go to the next section.

3.1 Provide the name of each team member (including the project manager) and all tasks assigned to each team member. If the team member is from a subcontracted firm,

provide the name of the company that this person works, so we can identify what work is being subcontracted out if any.

3.2 Instead of providing a resume for each person, describe each team member's background, focusing on their experience to do the tasks assigned, and why you are using this person for those tasks. Cite specific examples of projects where this individual has done similar work or lead a team to deliver similar work to the tasks assigned.

3.3 List any certificates, licenses, training, or special equipment training that the team members have that may be relevant towards completing the scope of work.

4. **Reference Projects.** Instead of providing a long list of past jobs your company has worked on, select no more than three (3) reference projects in the Southern California area that shows your ability to complete the scope of work. Similar work for other public agencies is preferred. For each project provide a reference person who can confirm your work experience on that project.

Each reference project must include the following information:

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

5. **Scope of Work.**

Summarize your approach to providing construction management and inspection services for the City of West Hollywood.

At minimum the construction manager shall be able to complete following scope of work for each work order as directed by the City Engineer:

- The construction manager will meet with City staff to review the scope of work for each work order and establish the overall project schedule.
- The construction manager will conduct a field investigation of the project area with the inspector(s) to become familiar with the existing facilities, the project environment and review the project plans and specifications in detail.
- The construction manager will prepare the agenda for the preconstruction meeting and identify any special concerns to be addressed at the preconstruction meeting for the project if needed.

- The construction manager will lead the preconstruction meeting and present the project requirements.
- The construction manager will assist in the preparation of meeting minutes or assign it to a designated person on the consultant team.
- The construction manager will log and process submittals, shop drawings, construction schedule, and traffic control plans.
- The construction manager will coordinate and monitor activities of engineering support, testing including independent assurance testing, and work by utilities or other agencies.
- The construction manager will monitor construction activities towards contract compliance through orderly field procedures and complete and accurate project records.
- The construction manager will closely monitor project schedules and enforce schedule revision clauses.
- The construction manager will monitor the general contractor's use of subcontractors.
- The construction manager will serve as a liaison between the contractor and the community with the goal of maintaining good relations.
- The construction manager will also serve as a liaison between the City of West Hollywood and the contractor.
- The construction manager will monitor potential disputes of construction conflicts with the specifications and mitigate towards resolution to avoid claims.
- The construction manager will document, monitor, and schedule materials testing; results; including independent assurance testing on an as needed basis, and enforce corrections.
- The construction manager will coordinate the contractor's fieldwork with utility companies, including any potholing, and arrange for relocations to expedite job progress.
- The construction manager will review shop drawings provided by the contractor for conformance with the specifications, and provide approved copies to the contractor.
- The construction manager will maintain copies of all permits needed to construct the project and enforce special requirements for each permit.
- The construction manager will review construction schedules, enforce requirements for updating the schedule and maintain the appropriate progress of work.
- The construction manager will evaluate work and prepare a weekly status report.
- The construction manager will coordinate engineering support at response to construction clarification request.
- The construction manager will respond promptly to extra work and delay requests.
- The construction manager will review, evaluate, and discuss with the City all requests for changes of work, including costs involved; then prepare contract change orders including the description and/or explanation of the changes; and administer through the City Engineer for approval.
- The construction manager will notify the City when any bid item will exceed 5% of the original bid quantity.

- The construction manager or designee shall maintain a photographic record of the job progress. Photographs shall be in digital format with each image named chronologically by date and construction activity.
- The construction manager will oversee and maintain accurate measurements and calculations for each bid item of construction for progress payments.
- The construction manager will collect certified payrolls and provide services to monitor and maintain project records for DBE and Davis Bacon federal labor compliance requirements.
- The construction manager will review and approve all progress payments and the final release of retention prior to submitting it to the City for payment.
- The construction manager will prepare a punch-list at substantial completion and follow up with the contractor until they are complete.
- The construction manager will schedule final inspection with the City and contractor.
- The construction manager shall ensure that an accurate set of as-built record drawings are submitted to the City at the completion of the project.
- The construction manager will organize and submit the project files to the City upon project completion.

At minimum the inspector(s) shall be able to complete following scope of work for each work order as directed by the City Engineer:

- The inspector(s) will conduct a field investigation of the project area with the construction manager to become familiar with the existing facilities, the project environment and review the project plans and specifications in detail.
- The inspector(s) will provide full-time construction inspection to monitor materials and methods toward compliance with plans, specifications, and contract documents.
- The inspector(s) will address and document items that do not conform to the plans and specifications as they are discovered.
- The inspector(s) will monitor and coordinate materials and independent assurance testing, on an as needed basis, at the direction of the construction manager.
- The inspector(s) will meet with the contractor at the beginning of each work day, review proposed work plans, including traffic control, and specific items that may affect progress.
- The inspector(s) will review actual contractor performance throughout the day and discuss discrepancies with the contractor as they occur.
- The inspector(s) will coordinate the contractor's field work with utility companies, including any potholing, and arrange for relocations to expedite job progress, at the direction of the construction manager.
- The inspector(s) will closely monitor testing results and require contractor to provide corrective measures to achieve compliance.
- The inspector(s) will maintain a specific record of workers and equipment on the project for work done under force account change orders.

- The inspector(s) will maintain a daily log reporting contractor progress, weather conditions, job site conditions, and significant events that may affect the progress of the project or variances from the project contract documents.
- The inspector(s) at the direction of the construction manager may be asked to conduct random employee interviews in accordance to current labor standards, and in conformance to the requirements of the project.
- The inspector(s) will maintain field files during construction, including but not limited to cumulative records of quantities constructed, daily/weekly reports, working day reports, change order documentation, photographs and any other relevant field documentation. Photographs should be in digital format with each image named chronologically by date and construction activity.

The project team of construction manager and inspector(s) shall be able to coordinate the following tests on an as needed basis and as directed by the City Engineer:

- Perform field technician services for observation, sampling, and field density testing during asphalt concrete placement operations.
 - Perform laboratory testing including Hveem stability/unit weight and extraction/gradation on representative samples of asphalt obtained in the field.
 - Traffic Signal Controller and Cabinet Testing, to be performed by Los Angeles County Department of Public Works, Traffic Signal Shop.
 - Compaction testing of base material
 - Compaction testing of trench backfill
 - Take random Portland Cement Concrete (PCC) cylinder samples; conduct cylinder break testing of PCC.
 - Landscape Area Soils Testing. Agronomic suitability soils analysis conducted by a soils laboratory licensed by the State to perform such tests.
 - Prepare progress reports and field memoranda to document the testing items observed.
6. **Rate Schedule.** This solicitation is not a bid, therefore there are no bid items for you to fill out. The RFP proposal shall instead provide a rate schedule of hourly rates separated out by personnel job title that your company would use to provide the scope of work described in this RFP. The hourly rate shall include within its fee, all costs for labor, equipment, vehicles, travel, overhead, reimbursables, sales tax, use tax, or any other cost item that your company would incur to provide the scope of work. All invoices shall document hours spent by personnel job title, multiplied by the rate schedule hourly fee, only. No separate payment for any other item, such as reimbursables, shall be allowed. Subcontracted work shall also be included in the fees schedule and if you charge a markup for the subcontracted work, that shall be clearly identified in your schedule of fees.

CONTRACT REQUIREMENTS:

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

SELECTION CRITERIA:

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

- 50% Qualifications/expertise of company/team & similar prior project experience/references
- 50% Rate Schedule

The proposals will be reviewed by City staff members. The committee will evaluate each submitted proposal and score them according to the criteria above. An average of the scores will be used to rank the proposals. Depending on the number of proposals submitted, the top tier of proposers may be asked to come in for an interview. The City reserves the right to negotiate pricing and for additional terms. The City also reserves the right to begin negotiations and enter into a contract without an interview or further discussions. Once negotiations are complete, a recommendation will be submitted to the City Council for approval of the contract.

RIGHT TO REJECT ANY OR ALL PROPOSALS:

The City of West Hollywood reserves the right to reject any or all proposals, to waive technicalities or formalities, and to accept any proposal deemed to be in the best interest of the City. Where two or more firms are deemed equal, the City reserves the right to make the award to one of the two firms.

WITHDRAWAL OF PROPOSALS:

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

IRREGULAR PROPOSALS:

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

DISQUALIFICATION OF PROPOSERS:

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

Attachments

Attachment 1 - Standard Agreement Template

Attachment 1
CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES
Licensed Design Professionals

This Agreement is made on this ___ day of _____, 2019, at West Hollywood, California, by and between the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and _____ (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. The CITY proposes to contract for professional services as outlined below;
- B. The CITY conducted an RFP issued in 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;
- D. NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:
 - 1. **SERVICES.** The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.
 - 2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on June 30, 20____ unless extended in writing in advance by both parties.
 - 3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
 - 4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed \$_____ for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs (if allowed), and any other information requested by the CITY.
 - 5. **CONTRACT ADMINISTRATION.**
 - 5.1. **The CITY's Representative.** Unless otherwise designated in writing, John Gilmour shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.

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

6. **TERMINATION.**

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

7. **INDEMNIFICATION.** CONTRACTOR 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 CONTRACTOR '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 CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR's allocated share of liability. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

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

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

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

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

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

personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

- 8.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.
- 8.1.4. **Professional Liability Coverage.** The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or subcontractors, and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. The policy retroactive date shall be on or before the effective date of this agreement.
- 8.1.5. **Excess or Umbrella Liability Insurance (Over Primary)** if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of CONTRACTOR, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

- 8.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than

CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES – Licensed Design Professionals

A-VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

- 8.2.1. “The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations.”
- 8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
- 8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.
- 8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.
- 8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
- 8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days’ written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days’ written notice shall be provided.
- 8.2.8. CONTRACTOR agrees to provide immediate notice to City of any claim or loss against CONTRACTOR arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

- 8.3. **Self Insured Retention/Deductibles.** All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention (“SIR”) and/or deductible of the policy in lieu of the Owner (as the named insured) should Owner fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Owner understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Owner’s behalf upon the Owner’s failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Owner for breach of this Agreement in addition to any other damages incurred by City due to the breach.
- 8.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.
- 8.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
10. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 10.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor

relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

- 10.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.
- 10.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.
11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and

applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

13. **LIVING WAGE ORDINANCE.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.
14. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of CONTRACTOR 's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.
15. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
16. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.
17. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
18. **PROMOTION.** The CONTRACTOR shall have the right to include representations of the design of the project, including photographs and renderings of the exterior and interior, among the CONTRACTOR's promotional and professional materials after receiving authorization in writing by the CITY. The CONTRACTOR's materials shall not include the CITY's confidential or proprietary information if the CITY has previously advised the CONTRACTOR in writing of the specific information considered by the CITY to be confidential or proprietary. The CITY shall provide professional credit for the CONTRACTOR on the construction sign and in the promotional materials for the project.
19. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of

CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES – Licensed Design Professionals

the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.

20. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

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

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

Attention: John Gilmour

CONTRACTOR:
Organization Name
Street Address, City State ZIP

Attention: _____

21. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
22. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
23. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
24. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties

hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

25. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES – Licensed Design Professionals

IN WITNESS WHEREOF, the parties have executed this Agreement the ___ ___ day of _____, 2019.

CONTRACTOR: _____

Name, Title:

CITY OF WEST HOLLYWOOD:

Jackie Rocco, Director of Public Works

Paul Arevalo, City Manager

ATTEST:

Yvonne Quarker, City Clerk

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

Licensed Design Professionals

Exhibit A

Scope of Services:

CONTRACTOR shall complete the scope of services included in Exhibit "C".

Time of Performance:

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.

Special Payment Terms:

CONTRACTOR shall be compensated in accordance with the schedule of fees included in Exhibit "C".

**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 _____