

City of West Hollywood REQUEST FOR PROPOSALS

FOUNTAIN AVENUE

STREETSCAPE MASTER PLAN – PHASE II



City of West Hollywood
California 1984

The agreement(s) included with this RFP are provided **for reference purposes only** and are intended to illustrate the general form and provisions of City of West Hollywood professional services agreements. The final agreement terms and conditions will be negotiated with the selected consultant and are subject to City Attorney approval.

Executive Summary

The City of West Hollywood invites multidisciplinary consultant teams to partner with us on an exciting and transformational effort: **re-envisioning the future of Fountain Avenue**. This project represents one of the City’s most meaningful opportunities to reshape a vital West Hollywood corridor into a vibrant, safer, greener, and more welcoming place for everyone who lives, works, and travels through it.

Phase II of the Fountain Avenue Streetscape Project builds on recent community conversations, analysis of traffic and safety data, and the City Council–approved Phase I quick-build improvements. Now, we are taking the next step in crafting a long-term, permanent design that reflects the values of our community: sustainability, accessibility, neighborhood livability, and the safety of all street users.

We are seeking a consultant team that approaches design with creativity, curiosity, and technical skill. This project will require thoughtful engineering, inspired urban design, a strong understanding of community needs, and genuine collaboration. Together, we will develop a Streetscape Master Plan, 30% designs, and ultimately deliver 100% construction documents for a phased implementation.

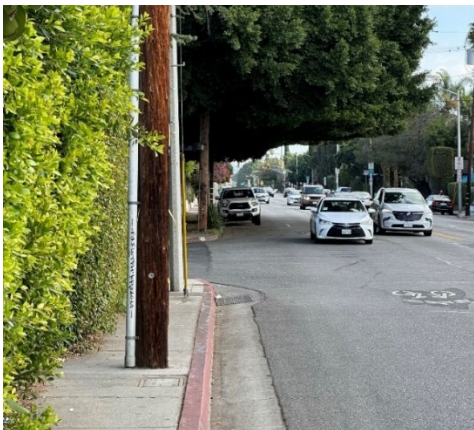
We look forward to working with a team that shares our enthusiasm for shaping a corridor that truly reflects the spirit and character of West Hollywood.

Sincerely,

Chris Corrao

Chris Corrao

Senior Transportation Planner
Transportation & Mobility Division
Department of Public Works



Left: Example of current sidewalk conditions, with utility obstructions.



Right: Phase I – near-term improvements planned for construction in fall 2026.

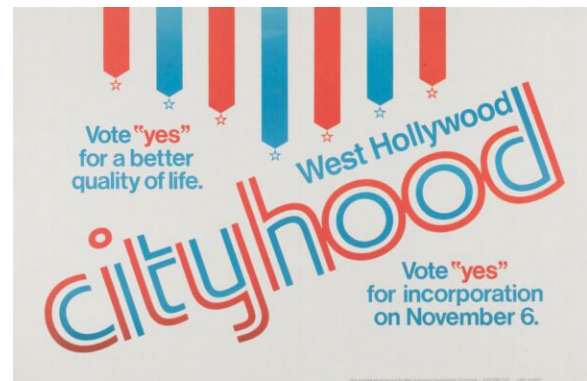
RFP Schedule

The anticipated schedule for the RFP process is provided below. The City reserves the right to modify this schedule at its discretion. Any changes to the schedule will be communicated through addenda issued via the PlanetBids system.

Milestone	Date
RFP Issued	January 20, 2026
Deadline for Written Questions	February 6, 2026
Proposals Due	March 12, 2026 (by close of business via PlanetBids)
Interviews (if conducted)	March 23–27, 2026
Consultant Selection & Onboarding	April–May 2026
Project Kickoff	June 2026

All times are local time for the City of West Hollywood. Shortlisted teams may be invited to participate in interviews and/or presentations. Interview format, timing, and duration will be provided to shortlisted teams in advance.

Questions regarding this RFP must be submitted in writing through the PlanetBids system. Responses to questions and any addenda will be posted on PlanetBids. Proposers are responsible for checking the PlanetBids system for updates and addenda.



About the City

The City of West Hollywood is in urban Los Angeles County, with Beverly Hills to the west, Hollywood to the east, Hollywood Hills to the north, and the Fairfax District to the south. The City features national destinations and landmarks, including the Sunset Strip, the West Hollywood Design District, the Pacific Design Center, and an LGBTQ cultural district. The City is 1.9 square miles in size

and is home to approximately 35,000 residents.

West Hollywood has long been recognized as one of the most walkable cities in Los Angeles County. West Hollywood's recent mobility initiatives include the Design District Streetscape Master Plan, which widened sidewalks in a commercial district, adding

pedestrian-scale lighting, street furniture, street trees and pedestrian gathering spaces.

Additional initiatives include a Vision Zero Action Plan, a First/Last Mile Early Assessment Plan for a planned underground light rail extension of the Metro K line through West Hollywood, connecting the B (Red) line to LAX.

The City is a member of the National Association of City Transportation Officials (NACTO). The City Council has also established a policy of considering protected bike lanes as the default treatment for future bike projects throughout the City.

In addition to being served by frequent LA Metro bus lines, the City operates fixed-route

City Project Team and Roles

The Fountain Avenue Streetscape Project – Phase II will be led by the City of West Hollywood’s Department of Public Works, Transportation & Mobility Division, a recently established division created to streamline the comprehensive planning, design, and delivery of complex transportation and public realm capital projects.

The Transportation & Mobility Division will serve as the City’s primary point of contact and will provide overall project management, coordination, and decision-making authority throughout the duration of the project. City staff will work in close partnership with the selected consultant to guide scope, schedule, budget, interdepartmental coordination, community engagement, and consultant deliverables.

shuttles (Cityline) and a popular weekend and evening service (the PickUp). The Cityline offers both local service and express commuter service to the Hollywood/Highland Metro B line station during peak hours.



City staff responsibilities will include, but are not limited to:

- Providing project direction, review, and timely feedback at key milestones
- Coordinating with other City departments, including Engineering, Public Works Operations, Planning, and Finance
- Leading interagency coordination with elected officials, advisory bodies, and external partners
- Serving as the lead agency for environmental review, public noticing, and approvals
- Managing community outreach logistics and public meeting noticing in collaboration with the consultant

The City intends to be an active and engaged project partner, with dedicated staff capacity to support timely decision-making and successful project delivery. Proposers should

assume regular coordination with City staff and should not assume that the consultant will be responsible for internal City coordination or approvals unless explicitly stated in the Scope of Work.



August 2025 Community Meeting

Project Background

Fountain Avenue is a unique corridor, just 1.8 miles long, primarily residential, with a small strip of vibrant neighborhood-serving businesses. Fountain Avenue was originally designed as a neighborhood street, with wider sidewalks and street trees, but was widened in the 1960s during a period of intense freeway and roadway building in the region—which ultimately led to community backlash and now famous “freeway revolts.”

Over time, Fountain Avenue has become a well-known commuter shortcut, bringing with it high vehicle speeds, congestion, and negatively impacting the quality of life in surrounding neighborhoods.

Today, sidewalks are narrow, shade is limited, cross sections are inconsistent, and crossings can be challenging. Yet Fountain Avenue is full of potential: a street lined with historic apartment buildings, it is an east/west spine connecting West Hollywood.

In recent years, the City has committed itself to rethinking Fountain Avenue. On September 15, 2025, the West Hollywood City Council approved Phase I of the project (set to break ground in fall 2026) and directed staff to move forward with producing an RFP for Phase II.

Phase I is a near-term project that will address traffic safety concerns by installing protected bikeways, re-paving the street, and re-stripping the roadway with a focus on traffic safety. New high-visibility crosswalks, protected bikeways separated by extruded curbs, and other improvements will support mobility and comfort in the near term, while Phase II planning is underway.

Phase II is our opportunity to take a bold, long-term step. With full reconstruction of sidewalks and the street, we have the ability to re-imagine all aspects of the street, including curb lines, street lighting, traffic signals, burying utility lines, and engaging in placemaking. Through this process, we will create a unified vision that honors Fountain’s past while providing access for those driving, walking, and rolling.

Project Goals

Our goals for the Fountain Avenue Streetscape Project are rooted in the City’s long-standing commitment to safe streets, environmental stewardship, and inclusive design.

The project aims to:

- Create a **welcoming, pedestrian-friendly corridor** that feels comfortable at all hours of the day.
- Build **high-quality bikeways** that make cycling and rolling intuitive and enjoyable for users of all ages and abilities.
- Establish a legible corridor with consistent separation of roadway users and **clear bicycle and pedestrian wayfinding signage** to key destinations and nearby facilities
- **Widen sidewalks** to accommodate people walking and using mobility devices.
- Introduce **pedestrian-scale lighting, neighborhood-friendly street furniture, and thoughtful planting design.**
- Reconfigure the roadway design to support **slower speeds, safer turning movements, and improved crossings.**
- Integrate **utility undergrounding** to reduce clutter, improve accessibility, and enhance aesthetics.
- Celebrate Fountain Avenue’s character through **landscaping, wayfinding, and opportunities for public art.**

This project is about more than infrastructure—it is an opportunity to create a street that brings joy, convenience, and connection to our community.

Required Consultant Team Disciplines

We encourage consultant teams to assemble a group that brings both technical expertise and creative insight. At a minimum, teams should include:

- **Lead Civil Engineer (PE)** – roadway design, drainage, ADA compliance
- **Traffic Engineer (PE/TE/PTOE)** – multimodal analysis, signal design, intersection planning
- **Utility / Undergrounding Engineer** – joint trench planning and utility coordination
- **Landscape Architect** – planting design, shade, aesthetics, material palettes
- **Urban Designer** – streetscape identity, public realm cohesion, visual communication
- **Lighting Designer / Electrical Engineer** – pedestrian-scale lighting and photometrics
- **Transportation Planner / Mobility Specialist** – multimodal planning and wayfinding
- **Survey Team** – topographic survey and utility locating
- **Cost Estimator** – construction cost estimating at key milestones
- **Public Engagement Specialists** – inclusive outreach and facilitation
- **Grant Writer / Grant Support Specialist** – grant application materials

- **Construction Assistance / Construction Administration Lead** – bidding and construction phase technical support

Teams whose members bring both technical rigor and artistic, people-centered thinking will be especially well-suited to this project.

Scope of Work

The consultant team will guide the City through the full planning, design, and documentation process for Fountain Avenue Phase II, from early analysis and visioning to developing a final, build-ready set of construction documents. This work will require thoughtful collaboration, strong engineering leadership, creative design thinking, and meaningful community engagement. Phase II consultants are not responsible for redesigning or materially altering any approved Phase I geometric, operational, or bikeway decisions. Phase I drawings shall be treated as baseline conditions for Phase II design integration.

The City anticipates refining the following tasks collaboratively with the selected consultant based on their proposed approach, best practices, and insights:

Task 1 — Project Management & Coordination

The consultant will lead a well-structured, collaborative project management process that ensures transparency, clarity, and strong communication throughout the project. Work includes:

- Project kickoff meeting with City staff
- Development of a detailed project schedule including milestones, outreach phases, design submittals, and anticipated Council review
- Bi-weekly progress meetings, including agenda development and meeting summaries
- Coordinate preparation and scheduling of presentation materials and attendance at City-directed meetings, in collaboration with City staff
- Coordination across City departments and external partners
- Robust internal QA/QC processes
- Monthly progress reports and invoices

Deliverables:

Project schedule, agendas, summaries, QA/QC documentation, progress reports.

Task 2 — Existing Conditions, Surveying & Technical Assessments

The consultant will develop a thorough understanding of the corridor—its current conditions, opportunities, constraints, and lived experience. This includes:

- Full topographic survey of the right-of-way
- Utility mapping (overhead and underground), with potholing as needed and authorized
- ADA/PROWAG accessibility assessment (ramps, sidewalks, crossings, driveway aprons, bus stops)
- Review of recent traffic studies - safety/crash review, and intersection-level analysis
- Stormwater, drainage, and pavement condition review

- Review of recently completed parking occupancy study, and curb use inventory
- Environmental baseline (shade/heat analysis, tree inventory, stormwater opportunities)
- Coordination with adjacent jurisdictions, including the City of Los Angeles and relevant Council District offices
- Review and integration of Phase I design plans
- Geotechnical investigation and pavement materials testing (as needed) to support final design; extent to be refined with City.
- City will provide Phase I final design CAD files, layouts, and as-built data (once available). Consultants will be expected to integrate these into Phase II plans.
- Environmental review support, including preparation of technical studies and administrative draft materials to support City-led CEQA review. Final CEQA determinations, filings, and public noticing shall remain the responsibility of the City.
- Evening and nighttime lighting assessment, including field observation of existing lighting conditions, lighting gaps, and pedestrian comfort and safety, particularly for nighttime users.

Deliverables:

Existing Conditions Report, survey files (Civil 3D + GIS), utility atlas, ADA assessment.

Task 3 — Visioning & Design Alternatives

The consultant team will translate community priorities, technical requirements, and urban design aspirations into a set of cohesive design alternatives. The City’s intent is to deliver improvements primarily within existing public right-of-way. If additional permanent or temporary easements are required, the City will lead acquisitions; the consultant shall provide technical exhibits/legal descriptions as needed. Work includes:

- Development of multiple cross-section concepts and illustrative renderings
- Options for sidewalk widening, curblines adjustments, and roadway geometry changes
- Protected or raised bikeway concepts (including intersection treatments)
- Options for traffic calming, speed reduction, and turning movement refinements
- Preliminary lighting concepts and photometric approaches
- Landscape and planting direction, including shade and heat mitigation strategies
- Public art opportunities and placemaking elements
- Preliminary drainage, storm water management, and green infrastructure strategies
- Utility undergrounding feasibility, joint trench concepts, and cost implications
- Smart City readiness concepts (fiber, Wi-Fi, sensors, message boards, bicycle counters)
- Signal upgrades, including bicycle detection systems
- Rough cost estimates for each alternative

Deliverables:

Concept drawings, renderings, comparative feasibility summaries, analytical memos, and cost comparisons; presentation materials for Steering Committee and City advisory body and/or City Council presentations, as directed by the City; and a draft recommended alternative.

Task 4 — Community Engagement

Working in close partnership with City staff, the consultant will develop a community engagement process that is welcoming, inclusive, accessible, and creative. The process will support meaningful dialogue and clear visual communication of design ideas. The City recognizes that the appropriate level, format, and frequency of community engagement will evolve as the project progresses and as community needs, feedback, and project complexity become clearer. Engagement should incorporate community feedback and technical data from before and after data analysis regarding Phase I design changes, either in narrative form or in deliverables, as it relates to Phase II design.

Accordingly, the City will work collaboratively with the selected consultant to refine the community engagement approach, including the number, type, and timing of meetings, workshops, pop-up events, and other outreach activities.

Proposers should describe a flexible, scalable engagement strategy that demonstrates their ability to adapt outreach methods and intensity over the course of the project, rather than assuming a fixed number of events.

Work includes:

- Approximately 7–8 Steering Committee meetings (in person, open to the public), subject to refinement in coordination with City staff.
- Workshops, walk-shops, pop-ups, and other interactive ways of engaging the community
- Visual aids (potentially including renderings, cross-sections, VR/AR tools, boards, animations, sketches)
- Content for EngageWeHo online engagement platform
- Outreach to renters, seniors, and adjacent school populations
- Russian translation of boards and key materials, with interpreter support at meetings

Deliverables:

Branding kit, outreach plan, engagement materials, meeting summaries, visual assets, and a comprehensive community engagement summary report documenting outreach activities, key themes, feedback received, and how input informed the project.

**City staff will schedule and publicly notice steering committee meetings, communicate with committee members, secure meeting space, and provide logistical support for meetings.*

Task 5 — Agency & Utility Coordination

Because Fountain Avenue touches multiple service providers and jurisdictional boundaries, the consultant will coordinate with relevant agencies to ensure technical feasibility and alignment with partner needs.

This includes coordination with:

- LADOT (traffic signals, operations, transit)
- LA County (traffic signals)
- LA County Fire Department
- LA County Sheriff's Department
- Athens Services (waste/recycling)

- Water, power, telecom, and gas utilities
- Utility companies are responsible for undergrounding design and construction
- Adjacent jurisdictions and partner agencies, including relevant City of Los Angeles Council offices (Council Districts 13 and 4)

While utility undergrounding is a City goal for this project, utility companies have not yet been engaged. Even if utility undergrounding is not feasible, close coordination with utility companies will be required throughout the project design and construction.

Consultant responsibility for utility undergrounding is limited to coordination, feasibility analysis, corridor planning, and civil design interfaces. Utility companies shall retain responsibility for detailed utility system design.

Deliverables:

Meeting notes, technical coordination summaries, review responses, updated design documents reflecting partner input.

Task 6 — Streetscape Master Plan

The consultant will prepare a comprehensive, community-informed Streetscape Master Plan that establishes the character, identity, and design direction for the corridor.

The Plan will:

- Summarize existing conditions and community input
- Define the corridor’s visual and functional identity
- Provide cross-sections, typical blocks, and key nodes
- Present detailed descriptions of streetscape elements (lighting, furnishings, materials, plant palette)
- Describe protected bikeway treatments and intersection design
- Address ADA improvements and accessibility considerations
- Provide conceptual drainage/green infrastructure strategies
- Describe wayfinding concepts and public art integration
- Identify Smart City infrastructure opportunities
- Present performance metrics and Key Performance Indicators

Deliverables:

Draft and Final Streetscape Master Plan; presentation materials for City Council and City advisory body presentations, as directed by the City.

Task 7 — 30% Design Plans

The consultant will prepare 30% engineering plans to confirm feasibility, coordinate with partners, and serve as a foundation for public review.

Plans should include:

- Basis of Design (BOD) Narrative Report
- Existing Conditions Plans
- Conceptual/Preliminary Horizontal Layout
- Preliminary Typical Sections

- Preliminary vertical profiles (as applicable)
- Signing and striping plans
- Signal and ITS concepts
- Preliminary lighting and electrical plans
- Preliminary Drainage Review
- Preliminary Cost Estimate (order-of-magnitude estimate)
- Landscape concepts
- Typical cross-sections
- Preliminary construction phasing approach

Deliverables:

30% plan set, cost estimate, design narrative, Steering Committee presentation.

Task 8 — 60% & 90% Design Development

The consultant will refine and advance the design through two interim submittals to ensure constructability, accuracy, and cost alignment.

Includes:

- Updated plans with expanded detail
- Draft technical specifications
- Detailed utility relocation plans
- Signal timing sheets, lighting details, and civil details
- Updated drainage and green infrastructure details
- Refined landscape and irrigation plans
- Updated cost estimates at each submittal

Deliverables:

60% and 90% plan sets, specifications, cost estimates, comment logs.

Task 9 — 100% Final Construction Documents (PS&E)

The consultant will prepare a complete, bid-ready PS&E package including:

- Full civil plan set
- Signing and striping
- Traffic signal and ITS
- Street lighting and electrical
- Landscape and irrigation
- Utility relocation plans (civil only; utility companies finalize their own designs)
- Drainage plans
- Construction details
- Temporary traffic control plans
- Final specifications (CSI format)
- Final engineer's estimate (Class A)

Deliverables:

100% PS&E package, bid schedule, digital files, final cost estimate.

Task 10 — City Directed Contingency

The City acknowledges that a complex and highly controversial infrastructure project of this scale may encounter unforeseen obstacles during the planning, design, and community outreach process. As such, proposers are asked to include a 10% contingency to be billed on a time-and-materials basis, only after specific direction from City staff (if needed). The 10% City-directed contingency shall be proposed separately from the base fee and shall not be included in task-level lump sums.

Task 11 – Construction Assistance (CA)

The Consultant shall provide construction assistance services during the construction phase on an as-needed basis to support interpretation of the contract documents, respond to requests for information (RFIs), review and respond to contractor submittals, materials samples, and shop drawings as appropriate, prepare clarification sketches or minor design revisions necessitated by unforeseen field conditions, and coordinate with City staff and utility providers regarding design-related issues. Construction assistance services shall not include construction management, inspection, or full-time field presence. Construction assistance shall be provided under a separate task authorization and shall be capped at a not-to-exceed amount of \$650,000, inclusive of all labor, overhead, and direct expenses.

Task 12 – Grant Support Services

At the City’s discretion, the consultant may provide support for the preparation of grant applications to secure construction funding for the Fountain Avenue Streetscape Project. Grant support services may be requested at various stages of the project, depending on funding opportunities and application timelines.

Optional grant support services may include, but are not limited to:

- Technical narratives describing project scope, design features, and implementation strategy
- Cost estimates, phasing descriptions, and schedules suitable for grant applications
- Preparation of maps, graphics, renderings, and exhibits required for grant submittals
- Assistance with benefit-cost narratives, performance metrics, and project outcomes (e.g., safety, climate, equity, and mobility benefits)
- Calculation of required metrics for grant applications (ex: collision reduction factors, VMT, etc.)
- Coordination with City staff to align grant materials with adopted plans and project designs

Grant support services shall be authorized by the City on an as-needed basis and are not part of the base scope of work.

Clarity on Phases I & II

The Fountain Avenue Streetscape Project - Phase II, is somewhat unique in that the baseline conditions that should be assumed for the project are recently approved and are not reflected by

existing conditions. The consultant team leading Phase I design is nearing 60% completion, and the City anticipates Phase I construction to commence in the fall of 2026. The approved Phase I project will serve as the baseline conditions for Phase II work. Phase I work that is not included in the Phase II Scope of Work but will be shared with Phase II consultants includes a post-project transportation analysis to better understand the traffic effects of Phase I of the Project.

Phase II, in many ways, is a new project that will engage a steering committee in re-envisioning the corridor and is likely to result in a different street section than Phase I – as the initial phase was limited to improvements within the existing curb lines. The resulting design must include a high-quality bicycle facility, as this was the basis of the STEP grant, awarded by the California Air Resources Board. That aside, the street layout, landscaping, amenities, and other features will be selected through a public community process. Phase I set the stage for Phase II by eliminating a travel lane, adding protected bicycle lanes, painted curb extensions, and high-visibility crosswalks – those changes and elements are expected to be carried into Phase II, though their precise design and configuration can and should be adjusted in response to public feedback.

Transportation Analysis

As most of the significant changes to the corridor from Phase I are expected to occur by winter 2026/2027, the transportation analysis required for Phase II is limited to Phase II design. A holistic, corridor-wide transportation analysis was already performed to better understand regional traffic patterns. For Phase II, the transportation analysis is anticipated to address features that were not included in Phase I, particularly traffic signal phasing changes (for improved safety or the addition of bicycle signal heads), bicycle detection upgrades, and an evaluation of potential turn restrictions and any additional traffic calming needed at cross streets based on Phase 1 post-project data. The analysis may include evaluation of spill-over traffic in surrounding neighborhoods, as well as consideration of potential traffic calming measures, such as traffic circles and diverters.

Budget & Timeline

An early, planning-level cost estimate for Phase II implementation was \$40 million. However, the total cost will be contingent upon many factors, including the selected design/cross-section, frequency, and the amount of utility undergrounding possible, which presents a high cost, and the extent of utility undergrounding feasible, which is determined by the utility.

Other project features with high costs include:

- Traffic signals with bicycle signal heads and detection (modified or new signals)
- Installation of public art
- Pedestrian-scale street lighting
- Green infrastructure/bio-infiltration
- Sidewalk widening and curb reconstruction

It is anticipated that the overall project construction budget will be approximately \$40-\$50 million. The city has received \$4,923,840 in grant funding from the STEP grant (California Air Resources Board), much of which will be used for Phase I construction. In addition, the Project is also slated to receive \$1.7 million through the Metro Measure M Multi-Year Subregional Program through the

Westside Cities Council of Governments. Other grant opportunities will be pursued to fund the project's construction, which is expected to occur in phases.

The project is anticipated to commence in summer 2026, with an overall duration of approximately 36 months from initiation to the completion of construction documents.

Applicable Standards & Guidelines

The consultant shall design all facilities in conformance with applicable federal, state, and local standards—including PROWAG, ADA, CBC, NACTO street and bikeway guides, AASHTO Green Book and bicycle facility guides, California MUTCD, IES lighting standards, the Greenbook, LA County stormwater requirements, and City of West Hollywood Standard Plans and Specifications—along with relevant FHWA, ITE/CNU, and Caltrans guidance for multimodal and utility design.

Evaluation & Criteria

Relevant Project Experience

Applicant demonstrates significant experience successfully executing projects of comparable type, scale, complexity, and ambition. Experience should highlight successful multimodal street transformations, urban streetscape master plans, community-driven placemaking projects, and collaborations with public agencies.

Lead Consultant and Project Team Qualifications

Evaluation of the lead consultant's qualifications and the depth, relevant expertise, availability, and capability of proposed project team members. Emphasis on the proven ability of team members to deliver complex, integrated streetscape projects involving urban design, mobility planning, sustainability, community engagement, engineering, and implementation.

Innovation, Sustainability, and Resilience

Extent to which the proposal demonstrates innovative and creative practices; explicit integration of sustainability principles; strategies for climate adaptation, resilience, and equity; cutting-edge community engagement methods; inclusion of unique design solutions; and forward-thinking approaches that reflect global best practices.

Project Understanding and Approach

Applicant clearly demonstrates understanding of the specific needs, challenges, and aspirations of the Fountain Avenue Streetscape project. The proposal should detail a comprehensive, insightful, and strategic approach to the scope of work, including value-added components that enhance the City's objectives.

Proposed Fee and Value

Evaluation of the cost-effectiveness and clarity of the proposed fee structure. Proposals will be assessed based on the appropriateness of the fee relative to the quality, depth, and breadth of services proposed, ensuring maximum value for the City.

While no fixed point values have been assigned to the evaluation criteria, the City intends to place greater emphasis on demonstrated understanding of the project, quality of the proposed approach, and the ability of the consultant team to deliver an integrated, community-responsive, and technically sound streetscape project of comparable scale and complexity. Fee proposals will be evaluated for completeness, realism, and overall value in relation to the proposed scope and approach, and will not be evaluated on cost alone.

Proposals will be evaluated holistically by the City's RFP Review Team based on the evaluation criteria described above. Individual reviewers may apply professional judgment in assessing the relative strengths of each proposal, and the City may seek input from technical advisors as appropriate. The City will not entertain requests for clarifications or debriefings regarding the evaluation of individual proposals or the selection of finalists.

Submittal Instructions

PlanetBids Submission

This RFP will be fully administered through the [PlanetBids Bid Management System](#) (PlanetBids). The Team shall submit one (1) digital copy of their Qualification Package on PlanetBids. This is considered the Team's "Response File" in the PlanetBids system. Responses received after this time and date shall not be accepted. No oral, telephonic, faxed, emailed, or telegraphic proposals or modifications of proposals shall be considered.

The Team is solely responsible for "on time" submission of their electronic Response File via PlanetBids through the following link: <https://vendors.planetbids.com/portal/22761/portal-home>

File Format, Naming Conventions, and File Size

Proposals shall be submitted electronically through the PlanetBids system in **PDF format**. Other file formats will not be accepted unless explicitly requested by the City.

Proposers are encouraged to combine all proposal materials into a **single, bookmarked PDF** where feasible. If multiple files are submitted, each file shall be clearly labeled and organized.

File naming conventions shall follow the format below:

Fountain_PhaseII_RFP_[FirmName]_Proposal.pdf

If multiple files are required:

Fountain_PhaseII_RFP_[FirmName]_Proposal_Part1.pdf

Fountain_PhaseII_RFP_[FirmName]_Proposal_Part2.pdf

Individual files shall not exceed **100 MB** in size. Proposers are solely responsible for ensuring that files upload successfully prior to the submission deadline. The City is not responsible for delays or failures resulting from file size, formatting, or upload issues.

Proposers are strongly encouraged to upload files well in advance of the deadline to confirm successful transmission.

The City will only consider responses that have been transmitted successfully and have been issued an e-bid confirmation number with a timestamp from the PlanetBids system indicating that the Response File was submitted successfully. The Team shall be solely responsible for informing itself with respect to the proper utilization of the bid management system, ensuring the capability of their computer system to upload the required documents, and the stability of their internet service. Failure of the Team to successfully submit an electronic proposal shall be at the Team's sole risk and no relief will be given for late and/or improperly submitted proposals. Teams experiencing any technical difficulties with the proposal submission process may contact PlanetBids at (818) 992-1771. Neither the City, nor PlanetBids, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the deadline.

Proposal Page Limit

Proposals must be clear, succinct, and not exceed 30 pages. Full-page graphics count toward the page limit; resumes do not count toward the limit. Project sheets do not count toward the limit if placed in an appendix. All submittals will be evaluated on the completeness and quality of the content. Only those Teams providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

Proposal Organization

The Teams must provide all information as requested in this RFP. Responses must follow the format outlined below. Additional materials beyond the stated page limit may not be considered. The City may reject as non-responsive at its sole discretion any Qualification Package or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format.

Practicing/In Business

Due to the complexity of this project, proposers must demonstrate substantial experience delivering projects of comparable scale, scope, and complexity. This experience may be demonstrated through the qualifications and past project experience of the prime consultant, key subconsultants, and proposed key personnel.

The City places particular emphasis on the experience of the proposed Project Manager, Lead Civil Engineer, and other key discipline leads in delivering multimodal streetscape or corridor projects involving urban design, community engagement, and full construction documentation. Firms with fewer years in business may be considered, provided the proposed team demonstrates the requisite experience and capacity to successfully deliver the project.

Questions/Addenda

Questions/addenda will be posted via PlanetBids only.

Responses shall be organized in the following manner:

Cover Letter. An overall introduction is required, including a statement of the Team's understanding of the needs of the City. The Cover Letter must state the name and title of the person(s) authorized to represent the Team in any negotiations, the name(s) of the person(s) authorized to sign any contract that may result, the contact person's name, mailing or street addresses, phone number, and email addresses. A legal representative of the Team, authorized to

bind the company in contractual matters must sign the Cover Letter. The letter may also briefly set forth any particular information the Team wishes to bring to the City's attention.

Executive Summary. Teams must include an Executive Summary. This part of the response to the RFP should be limited to a brief narrative highlighting the lead consultant and broader team's Qualifications. The summary should contain as little technical jargon as possible and should be oriented toward nontechnical personnel. Please include any benefits your Team has over competitors.

Lead Consultant Background. Teams must provide their response to the following statements and questions in this section.

- Name of company.
- Key team members and their location.
- Name of parent company (if applicable).
- Company website address.
- Number of years in business.
- Number of employees.
- Number of employees available to work on this project.
- Company's experience in providing Comparable services to other organizations

Statement of Understanding. Teams shall include a statement of understanding of the program scope which shall represent the company's knowledge of the functions, methods, and problems related to providing effective services as described in this RFP.

Proposed Services. Propose and describe in detail the services that will be provided as requested in the Scope of Work of this RFP.

Innovative Practices. Clearly outline any proposed innovative or pioneering approaches, technologies, community engagement methods, sustainability strategies, or unique design solutions you intend to incorporate in this project.

Proposed Fee. Propose and describe in detail the fee structure corresponding to the related tasks for professional services. Include hourly rates for work to be performed on a time and materials basis such as work carried out under the City-directed contingency. Include a task-by-task fee matrix with: labor categories, hours per task, subconsultant breakdown, direct expenses, and optional tasks isolated.

Given the evolving nature of the community engagement process, proposers shall structure their fee proposals to allow flexibility in the level of outreach effort. This may include a combination of:

- A base scope covering anticipated core engagement activities; and
- Unit costs, allowances, or time-and-materials line items for additional meetings or outreach events, to be used only at the City's direction.

The City does not expect proposers to assume an unlimited number of meetings or events in their base fee.

References. Teams shall include up to three references of the most relevant projects completed by the company or team of equivalent size (or larger) and similar complexity to this project. Please include the following information for each reference:

- Contact Name and Title
- Address, Phone Number, & Email Address
- Location/Jurisdiction
- Project Name
- Project Description
- Project Dates
- Project Contract Value (initial and current or ending value)

Optional Communication Materials. Teams may include, if desired, communications materials, including newsletters, brochures, posters, and websites for review of products, tools and services available, including references and case studies. This material will not count towards the Proposal page limit.

Additional information

Inclusion of Proposal

The proposal submitted in response to this RFP may be incorporated as part of the final contract with the selected Proposer.

Right to Purchase From Any Source

The City reserves the right to purchase from any source or sources any desired products or services relating to this proposal.

Proposal Validity Period

Submission of a proposal will signify the vendor's agreement that the proposal is valid for 120 days from the Proposal Due Date.

Firm Prices

It is the City's policy to obtain goods and services of the highest quality for the lowest cost from the most qualified vendor. Prices quoted by Proposers shall be firm prices and not subject to increase during the term of any contractual agreement arising between the City and Consultant as a result of said proposal. Proposers are to stipulate the expiration date of their quoted proposal.

Withdrawal of Proposals

Proposals may be withdrawn any time before the Proposal Due Date provided notification is received in writing. Proposals cannot be changed or withdrawn after the Proposal Due Date.

Cancellation

The City of West Hollywood reserves the right to modify, revise or cancel this RFP. Receipt and evaluation of proposals do not obligate the City to award a contract.

Acceptance and Rejection of Proposals

The City may reject any or all responses. The City reserves the right to reject any and all proposals when such rejection is in the best interest of the City if the proposal contains major irregularities. Minor irregularities of the proposal may be waived by the City. The City also reserves the right to cancel this RFP at any time and/or to solicit and re-advertise for other proposals. The cost of preparing any responses to the RFP shall be borne by the respondents and shall not be reimbursed

by the City. After reviewing the responses, one team will be selected to participate in the project and will be required to enter into an Agreement for Services with the City (See Attachment A). The City reserves the right to negotiate changes to the terms contained in the proposal with the selected proposer, including changes to the cost.

Universal Access and Non-Discrimination

The City of West Hollywood has a long history of commitment to providing accessible programs and services to all citizens. In connection with the performance of this project, the selected team agrees not to refuse to hire, discharge, promote demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, color, religion, national origin, gender, gender variance, age, military status, sexual orientation, marital status, or physical or mental disability; and the team further agrees to insert the foregoing provision in all subcontracts for the project.

Verification of Information

Teams are hereby notified that the City will rely on accuracy and completeness of all information provided in making its selection. Teams are urged to carefully review all information provided to ensure clarity, accuracy, and completeness of such information. As the City deems necessary and appropriate in its sole discretion, the City reserves the right to make any inquiries, or another follow-up required to verify the information provided.

Confidentiality

Prior to award of the Agreement for Services, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the Agreement for Services, or if not awarded, after rejection of all proposals, all responses will be regarded as public records and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

Public Records and Rights to Submitted Materials

The originals of all studies, reports, exhibits, documents, data and/or other work/material(s) prepared and/or used to comply with any section/condition of this RFP, plus any copies of the same required by the Agreement for Services to be furnished to the City, shall be deemed to be public records to the extent permitted by the California Public Records Act which shall be open to inspection by the public and as such shall become and remain the property of the City.

Coordination / Communication

The City's principal contact for this proposal will be Chris Corrao, ccorrao@weho.gov.

Proposers may not contact any City of West Hollywood official, employee, vendor or customer to gather information about this RFP. Solicitation with other City of West Hollywood officials, employee, vendor, or customer regarding this RFP is expressly prohibited without prior consent and may result in disqualification

CITY OF WEST HOLLYWOOD

Sample Agreement for Services – Licensed Design Professionals (For Reference Only)

This Agreement is made on “Effective Date” in West Hollywood, California, by and between the City of West Hollywood, a California municipal corporation located at 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the “CITY”) and “Consultant,” 1500 Main Street, City, CA 90000 (hereinafter referred to as the “CONTRACTOR”).

RECITALS

- A. The CITY proposes to contract for professional services related to _____ as detailed below;
- B. The CITY conducted an RFP issued “Effective Date,” 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 the “Expiration Date” 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 “Compensation” 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, _____ 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 consultant.

7. **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.

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 three million dollars (\$3,000,000) per occurrence for bodily injury,

personal injury, and property damage, and \$6,000,000 aggregate. 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 one million dollars (\$1,000,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.
- 8.1.4. **Professional Liability Coverage.** The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or subconsultants, 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, 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.

- 8.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general and auto 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 CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR’s behalf upon the CONTRACTOR’s failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.
- 8.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall 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.
- 10.4. **Code of Ethics.** CONTRACTOR hereby affirms that it will abide by the provisions of the West Hollywood Code of Ethics throughout the term of this Agreement. A copy of the Code of Ethics is attached as Exhibit C.
11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that

employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

13. **LIVING WAGE ORDINANCE.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.
14. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of CONTRACTOR's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.
15. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
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 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: _____

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.

CITY OF WEST HOLLYWOOD
Sample Agreement for Services – Licensed Design Professionals (For Reference Only)

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

IN WITNESS WHEREOF, the parties have executed this Agreement the ____ day of _____, 20____.

CONTRACTOR: CONTRACTOR NAME

Name, Title

CITY OF WEST HOLLYWOOD:

Nicholas P. Maricich, Director of Community Development

Jackie Rocco, City Manager

ATTEST:

Melissa Crowder, City Clerk

CITY OF WEST HOLLYWOOD

Sample Agreement for Services – Licensed Design Professionals (For Reference Only)

Attachment A

Scope of Services:

Sample scope language would be included here, such as in-person meetings, interim work products, and final work products.

Time of Performance:

Sample scope language would be included here. May include specific dates or the number of weeks and months (e.g., within 30 days of project initiation).

Special Payment Terms:

NONE

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

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

CITY OF WEST HOLLYWOOD

Sample / For Reference Only

AGREEMENT FOR SERVICES

Exhibit B

Certificate of Exemption from Workers' Compensation Insurance

TO: City of West Hollywood

SUBJECT: 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 _____

EXHIBIT C

CITY OF WEST HOLLYWOOD CODE OF ETHICS FOR CONTRACTORS

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

Policy 1. CONTRACTORS shall be committed to the CITY.

Rules:

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

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

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

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

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

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

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

Policy 2. CONTRACTORS shall be committed to fiscal integrity.

Rules:

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

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

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

Rules:

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

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

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

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

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

Approved by City Council Minute Order on February 3, 2020

EXHIBIT D

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any West Hollywood City Council Member from participating in any action related to a contract or application if he or she receives any political contributions totaling more than \$500 within the previous twelve months, and for three months following the date a final decision from the business/board or applicant.

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

Current West Hollywood City Councilmembers are listed at:

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

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

1. Have you or your company, or any agent/board member on behalf of you or your company/entity, made any political contributions of more than \$500 to any West Hollywood City Councilmember in the 12 months preceding the date of the submission of your proposal or application, or the anticipated date of any Council action?

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

NO

2. Do you or your company/entity, or any agency on behalf of you or your company/entity, anticipate or plan to make any political contribution of more than \$500 to any West Hollywood City Councilmember in the 12 months following any Council action related to your proposal or application?

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

NO

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

Date

Signature of authorized individual

Company/Applicant Name

EXHIBIT E: EVIDENCE OF INSURANCE

CITY OF WEST HOLLYWOOD

Sample Agreement for Services – Licensed Design Professionals (For Reference Only)



DATE: 1/20/26
VENDOR NAME: General – Services Agreements
STAFF CONTACT: Nicole McClinton, Senior Administrative Analyst – City Clerk’s Office
323.848.6452 | nmclinton@weho.org

Per your contract agreement and in accordance with the minimum insurance requirements with the City of West Hollywood, the City needs the following items marked below with an “X” submitted prior to the City’s ability to commence work and/or process payments. Please direct questions to your staff contact.

Your vendor insurance documents are not sufficient to meet the minimum insurance requirements per your contract agreement with the City of West Hollywood. Marked below with an “X” are the areas of deficiency(ies) which must be corrected immediately. This may impact the City’s ability to commence work and/or process payments under your contract. Please direct questions to your staff contact.

INSURANCE LIMITS

- General Liability Insurance with minimum limit of not less than \$3,000,000 per occurrence, \$6,000,000 aggregate for General Liability coverage.
- Automobile Liability with minimum combined single limit of \$1,000,000 (for owned, hired and non-owned vehicles, as necessary).
- Workers’ Compensation Insurance as required by applicable law & Employers’ Liability Insurance with minimum limits of \$1,000,000.
- Professional Errors and Omissions Liability Insurance with minimum limit of not less than \$1,000,000 on a claims-made annual aggregate basis or a combined single-limit-per-occurrence basis.

ENDORSEMENTS

- The City of West Hollywood, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as **Additional Insureds** for the following:

CITY OF WEST HOLLYWOOD
Sample Agreement for Services – Licensed Design Professionals (For Reference Only)

General Liability

Automobile Liability

***REQUIRES CITY SPECIFIC POLICY ENDORSEMENT (S)**

Named insured must state their insurance is **Primary and Non-Contributory** by SPECIFIC policy endorsement for the following:

General Liability

Automobile Liability

***REQUIRES CITY SPECIFIC POLICY ENDORSEMENT (S)**

Include a CITY SPECIFIC **Waiver of Subrogation Endorsement** for the following:

General Liability

Automobile Liability

Workers' Compensation Coverage

***REQUIRES CITY SPECIFIC POLICY ENDORSEMENT (S)**

COI should indicate **30 day notice of cancellation**.

COI should indicate the **Certificate Holder** as: City of West Hollywood, 8300 Santa Monica Blvd, West Hollywood, CA 90069.

RETURN REVISED INSURANCE DOCUMENTS TO YOUR STAFF CONTACT

EXHIBIT F: EXCEPTIONS (to RFP, Contract, and/or Insurance Provisions)

The vendor has carefully read and fully understands all of the items contained in the RFP, including all attachments. The vendor certifies there is no real or perceived conflicts of interest. The vendor agrees to abide by the terms of the Sample Agreement, including the provisions of all required insurance coverages, endorsements, and waivers.

Any exceptions of the vendor are listed below:

___ **NONE** or ___ **Itemized list below**

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____