

**REQUEST FOR PROPOSALS
TO PROVIDE
PROFESSIONAL SERVICES FOR**

Preparation of a

**WILSHIRE BOULEVARD – LA CIENEGA BOULEVARD
STREETSCAPE PLAN AND DESIGN STANDARDS**

RFP No. 19-270-01



**CITY OF BEVERLY HILLS
Community Development Department
455 North Rexford Drive
Beverly Hills, CA 90210**

June 11, 2019

Submittal Deadline: 2:00 P.M. July 25, 2019

Contact:

**Jessie Holzer, Transportation Planner
Email: transportation@beverlyhills.org**



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1.0 INTRODUCTION

The City of Beverly Hills (City) invites qualified and experienced consultants to respond to a Request for Proposals (RFP) for the development of a Wilshire Boulevard – La Cienega Boulevard Streetscape Plan and Streetscape Design Standards. This RFP contains the scope of work, evaluation process, general terms and conditions, and the City’s template for professional services agreements, which is included as **Attachment A**.

The intent of this RFP is to solicit a concise proposal to provide the services described within this RFP, including an inventory of existing streetscape elements, a review of existing relevant plans and policies, a robust community outreach process, a conceptual streetscape plan, corridor-wide streetscape and signage design standards, and a mobility hub plan that will address passenger loading/unloading and multi-modal access to the Wilshire/La Cienega Metro Purple Line station.

The ideal project team will include a consultant(s) with extensive experience in urban design, placemaking, and transportation planning, and can demonstrate past experience with building consensus on streetscape plans or projects with an aesthetics focus.

Tentative Schedule

The City has established the following target dates for evaluation and scheduling purposes. The following dates are tentative, non-binding, and are subject to change without prior notice.

RFP Release	June 11, 2019
Deadline for Proposers to Submit Questions.....	June 27, 2019
Anticipated Deadline for City to Respond to Questions.....	July 3, 2019
Proposals due and received by:	July 25, 2019
Recommend City Council to award.....	August/September 2019

Proposals for this project will be due by **2:00 p.m.** on July 25, 2019, and must include all requirements listed under Elements of Proposal. Late or incomplete proposals will not be accepted.



2.0 PROJECT INFORMATION

The City of Beverly Hills is located in west-central Los Angeles County, with a population of approximately 35,000 residents in 5.7 square miles. The daytime population, including those visiting, employed in, and doing business in the city, is between 150,000 and 200,000. Beverly Hills is bounded by the City of West Hollywood to the east, and the City of Los Angeles to the north, west, and south.

Construction is underway for the Metro Purple Line Extension, which will bring two subway stations to Beverly Hills: at Wilshire Boulevard/La Cienega Boulevard (projected to open in 2023) and Wilshire Boulevard/Reeves Drive (projected to open in 2025). When the subway opens, there is expected to be a dramatic increase in pedestrian activity along Wilshire and La Cienega Boulevards through Beverly Hills.



Wilshire Boulevard is approximately 2.5 miles through Beverly Hills from San Vicente Boulevard to Whittier Drive. La Cienega Boulevard is approximately 0.7 miles through the city from Clifton Way to Olympic Boulevard. The corridors today do not have uniform appearances throughout the city; there are varying types of streetlights, landscaping, and signage, depending on the segment.

The City wishes to complete a Wilshire Boulevard – La Cienega Boulevard Streetscape Plan to create attractive, welcoming, and walkable corridors that subway riders will immediately recognize as Beverly Hills when they emerge from the two underground stations. This plan will synthesize current planning efforts along Wilshire and La Cienega Boulevards to produce



standards that will allow for actionable improvements. The following planning efforts in progress will help inform the Wilshire Boulevard – La Cienega Boulevard Streetscape Plan:

- Beverly Hills Complete Streets Plan
- Beverly Hills Urban Forestry Management Plan
- Beverly Hills Southeast in Motion for a community plan for the Southeast area of the city, including Wilshire and La Cienega Boulevards
- Metro’s First/Last Mile Plan for Sections 2 and 3 of the Metro Purple Line Extension, which includes the Wilshire Boulevard/Reeves Drive station in Beverly Hills
- Mayor’s Strategic Planning Committee focused in planning in Southeast Beverly Hills, including Wilshire and La Cienega Boulevards
- La Cienega Park Improvement Project

The plan will include hardscape and landscape recommendations, and identify locations and types of street furniture, opportunities for public art, and new signage standards for private buildings to create distinctive, consistent boulevards, while allowing for the customization of branded “districts” in various sections of the corridor. The plan will also encourage non-motorized travel and transit use, and improve safety for all people using the corridor.

Implementation of plan recommendations in Purple Line station areas is intended to be incorporated into ongoing Metro construction in an effort to minimize costs and impacts to the surrounding neighborhoods. Post-construction street and sidewalk restoration (performed by Metro) is anticipated to occur around the Wilshire Boulevard/La Cienega Boulevard station in 2021 and around the Wilshire Boulevard/Reeves Drive station in 2023, thus plan recommendations and subsequent designs must be final in advance of this timeline. Recommendations made along Wilshire and La Cienega Boulevards outside of station areas would be installed separately by the City/contractor pending funding availability.

This project will inform the development of other commercial corridor or city-wide streetscape standards that will be produced in the future, thus the Wilshire and La Cienega Boulevard standards should be written in a way that is scalable to other locations in Beverly Hills. The City’s goal is to create a cohesive design for the entire Wilshire and La Cienega Boulevard corridors that can be used as a template for developing standards for other corridors within the city in the future, resulting in all corridors in Beverly Hills having complementary designs.

In coordination with plan development, the City wishes to explore the use of the Gale Staging Yard property (shown on the next page) at the Wilshire Boulevard/La Cienega Boulevard station for first/last mile connections. The Gale Staging Yard is located at the northwest corner of Gale Drive and Wilshire Boulevard, and is approximately 25,000 square feet. The City has purchased the property from Metro for use after station construction is completed, with exception to the corner parcel, which the City has plans to acquire.



As there are currently limited opportunities for passenger loading due to the presence of peak hour travel lanes on both Wilshire and La Cienega Boulevards, and Metro is not completing a First/Last Mile Plan for Section 1 of the Purple Line Extension, this study will identify feasible options to create a “mobility hub” on the property that will accommodate drop-off and pick-up, and increase multi-modal access to the station. The City and stakeholders have concerns that without a dedicated off-street space for loading, private drivers and transportation network companies (TNCs) will illegally drop-off and pick-up in the travel lanes, creating safety implications and congestion. In addition, the City wishes to explore opportunities to better connect lower-volume streets with the station to increase access for active transportation users, such as by accommodating shared mobility or high quality bicycle amenities on the property.

The plan for the Gale property will be coordinated with streetscape recommendations to create a seamless transition with the sidewalk.



3.0 SCOPE OF WORK

The following is a list of anticipated project tasks and deliverables. If the proposal does not include any of the items listed below, please indicate a strong reason as to why and identify an alternate recommendation.

Task 1: Project Management

The consultant will lead the following meetings over the course of the project (community workshops/charrettes are described in Task 2):

- Kick-off meeting
- Bi-weekly to monthly coordination meetings or conference calls with City staff, depending on the stage of the project
- Community Meetings (up to 4)
- City Council/Commission Liaison Meetings (up to 2)
- City Council update meetings (up to 3)
- City Council adoption meetings (up to 3)

It is anticipated that biweekly/monthly meetings will consist of an interdepartmental steering committee with City staff from the Community Development and Public Works Departments, and other departments as necessary.

For any meetings that require presentations and materials, the consultant will be responsible for providing all drafts at least two weeks in advance for City staff to coordinate review from all relevant departments.

The consultant will submit monthly invoices to City staff including a summary of work completed, the dollar amount remaining per task, and documentation of direct expenses by the 10th of each month.

Deliverables: Consultant will attend and lead all meetings, take meeting notes, submit meeting summaries, provide draft materials and presentations two weeks in advance of meetings, schedule calls/meetings, and submit monthly invoices with appropriate documentation of expenses.

Task 2. Community Engagement

With input from the City, the consultant will develop and implement a robust community engagement method and work plan, which includes input by residents, property owners, business owners, business and community groups, commissions, decision makers, and other stakeholders. The process should include presentations to the groups identified above and may include design



charrettes with key stakeholders. The City anticipates that public outreach will begin after a collection of design options/styles has been identified and feedback can be solicited in response to the options/styles.

Visual supplements, such as renderings, photo simulations, or other aids, will be required at every community engagement meeting/charrette to effectively communicate design proposals. The consultant should coordinate these efforts with any visuals developed for other projects.

The consultant should expect to dedicate adequate time to building consensus on preferred design alternatives and recommend a strategy in the proposal that reflects those efforts. The consultant may consider using the services of a neutral party (non-design professional) to interface with the community.

The consultant will be responsible for providing all materials, collecting notes, and developing meeting summaries.

Deliverable: Consultant will prepare an outreach method and work plan, meeting/charrette materials, attend and lead meetings/charrettes, take notes, submit summaries, and provide draft materials and presentations two weeks in advance of meetings.

Task 3. Existing Conditions Analysis

The consultant will review relevant background documents that may impact the Wilshire Boulevard – La Cienega Boulevard Streetscape Plan, such as design standards, ordinances, codes, plans, Metro Purple Line station designs, and internal protocols/processes. Consultant will deliver to the City at the project kick-off meeting a list of the types of documents to review and the City will provide available information. The consultant will identify which policies/designs/plans this project should be consistent with and which (if any) may present barriers to achieving the goals of this plan.

To gain context before making recommendations for Wilshire and La Cienega Boulevards, the consultant will conduct an assessment of both streets:

- La Cienega Boulevard from Clifton Way to Olympic Boulevard
- Wilshire Boulevard from Whittier Drive to San Vicente Boulevard

The assessment will include documentation of the character of each street, which elements contribute to placemaking and are opportunities for walkability, any features not currently present that would enhance the streetscapes, existing constraints to walkability, and what could be implemented/changed to support street networks for all modes of travel. Photos and/or imagery should be used to further describe this information. This assessment will be used to develop Wilshire and La Cienega Boulevard design standards that reflect the character of Beverly Hills as



a whole, taking into account elements of other commercial corridors that could be implemented on Wilshire and La Cienega Boulevards, and will be used in the future to create standards for other streets.

The consultant will prepare a base map for the Wilshire and La Cienega Boulevard corridors and station areas, which will include existing streets and sidewalks, lane configurations, building footprints, and an inventory of existing street furniture locations and styles. Some of this information may be available in the City's existing GIS database and could be used for this task (see <http://gis.beverlyhills.org>).

Deliverables: Consultant will provide complete background documentation and report of findings, including a summary of documents that will impact the plan, assessment of Wilshire and La Cienega Boulevards, and base map for Wilshire and La Cienega Boulevards.

Task 4: Wilshire Boulevard – La Cienega Boulevard Streetscape and Signage Design Standards

The consultant will develop Wilshire and La Cienega Boulevard streetscape design standards for the entire corridors with the goal of creating cohesive, uniform streetscapes. Design standards may include, but are not limited to, the following elements:

- **Street Furniture and Sidewalk Upgrades**
 - Seating and benches
 - Bollards
 - Trash receptacles
 - Standard and decorative sidewalk paving
 - Transit shelters and bus stop amenities
 - Bike racks
 - Green infrastructure and stormwater management (such as permeable pavers)
 - Opportunities for public art
- **Landscaping (in coordination with the Urban Forestry Management Plan)**
 - Tree location and pallet
 - Tree wells
 - Parkway landscaping and pallet
 - Hanging or potted plants
 - Green infrastructure and stormwater management (such as bioretention)
- **Lighting**
 - Pedestrian scale lighting (it is assumed the existing, vehicle scale streetlights on Wilshire Boulevard would remain)
 - Landscape/canopy lighting



- Utility/safety lighting
- Transit stops
- Gateways and focal points
- Wayfinding
 - Signage
 - Pavement markings
 - Gateway signage
 - Informational kiosks

Streetscape design standards should provide two design options to allow for branding of unique districts: (1) Baseline Wilshire and La Cienega Boulevard streetscape design standards and (2) additional or modified amenities to highlight the district, such as branded tree wells or signage.

The consultant will also produce suggestions for design standards for private building signage with the goal of branding the corridors, creating pedestrian-oriented building facades, and enhancing the interface between the public right-of-way and the building frontages.

Design standards must be scalable to other commercial corridors in Beverly Hills. The City may choose to apply the Wilshire and La Cienega Boulevard streetscape and signage design standards to other commercial/arterial streets, expand on them to develop standards for collector/local streets, and/or use them as a template to develop unique corridor standards per street. The development of the Wilshire and La Cienega Boulevard design standards should not preclude any of the aforementioned alternatives.

As part of standards development, the consultant will generate design concept alternatives for the City and community to consider, which will be narrowed down to create the final design standards. Final design standards could include multiple options per amenity (for example, unique but coordinated transit shelters for local vs. rapid stops) and may be different for the two corridors, but must be complementary and reflect the character of Beverly Hills.

Sustainable products and practices should be prioritized in the selection of designs and materials wherever applicable, such as the use of recycled materials in street furniture, permeable hard surfaces, and biofiltration.

Design standards should include a consistent pallet of streetscape materials and styles, available vendors (no custom products), product life expectancy, and recommendations for installation and maintenance. Material specifications should be formatted and provided to be easily incorporated into specifications for construction projects, including the Metro Purple Line Extension and future redevelopments on private properties that require reconstruction of the adjacent streetscape.

Deliverables: Consultant will produce streetscape and signage design concept alternatives, and draft and final streetscape and signage design standards.



Task 5. Wilshire Boulevard – La Cienega Boulevard Streetscape Plan

The consultant will develop a draft and final Wilshire Boulevard – La Cienega Boulevard Streetscape Plan for the corridor from eastern to western and northern to southern City limits, which includes conceptual placement of amenities identified in the streetscape design standards. In addition, the plan will incorporate recommendations from the City's Complete Streets Plan to show placement of transportation enhancements and upgrades that should be coordinated with the streetscape improvements, such as those listed below.

- Pedestrian/bicycle crossings
- Bikeway connections
- ADA access improvements
- Decorative crosswalks
- Curb extensions or radii reduction
- Median modifications
- Potential shared use mobility or flexible curb zones

The plan should also identify the locations of streetscape element zones (such as the pedestrian zone or amenity zone) on each segment of the corridors as the width of the public right-of-way may vary. The plan will include typical cross sections, conceptual plan view diagrams, and photo renderings to illustratively communicate recommendations, and will be coordinated with ongoing City efforts to address curbside management and passenger loading around the future subway stations (see Task 6). Opportunities for green infrastructure and stormwater management should be identified wherever possible.

The plan will include an action plan with recommendations for phased implementation outside the immediate station areas where improvements would be installed by Metro with street and sidewalk restoration. The action plan should identify prioritized segments to install, and cost estimates for both station areas and other segments.

The consultant will produce a draft plan for City and community review, and develop a revised final plan based on feedback received.

Deliverables: Consultant will produce a draft and final Wilshire Boulevard – La Cienega Boulevard Streetscape Plan

Task 6: Gale Property First/Last Mile and Mobility Hub Study

The consultant will study options for providing first/last mile and mobility connections to the Wilshire Boulevard/La Cienega Boulevard station at the Gale Property, located at the intersection of Wilshire Boulevard and Gale Drive. The study should consider options for addressing the



following uses, which could be accommodated with up to a three-story building on the property within the zoning requirements of this area:

- Passenger/TNC loading
- Microtransit and micromobility access
- Shared mobility parking
- Autonomous vehicle staging
- Long-term bicycle parking and cyclist amenities
- Other potential mobility needs identified by consultant with City staff and stakeholder input

Upon completion of the study, the consultant will review options with the City to prioritize which uses should be implemented on the Gale property (based on need and available space). Based on the study and consultation with City staff, the consultant will develop a conceptual mobility hub plan for the property with the goals of accommodating passenger drop-off and pick-up, and increasing multi-modal access to the station. The plan will include rough programming for each floor of the building, circulation patterns, access and relationship to the Metro station, and how the proposed programming/circulation takes into consideration the surrounding uses and streets. Imagery should be used to describe the plan proposals, and recommendations should be coordinated and integrated with the Wilshire Boulevard – La Cienega Boulevard Streetscape Plan for a seamless transition with the sidewalk.

Deliverables: Consultant will produce first/last mile study of Gale Property and recommended mobility hub plan

Task 7: Station Area Construction Drawings (AS NEEDED)

If based on discussions with Metro the City determines that this task is needed for installation of station area enhancements, the consultant will prepare construction drawings in AutoCAD for exact placement of conceptual plan recommendations to be incorporated into Metro street and sidewalk restoration plans for both stations. This may require a full street and sidewalk survey of the areas. At that time, staff would work with the consultant to develop a detailed scope of work and deliverables, and amend the consultant's contract. Regardless of whether this task is pursued, the consultant must demonstrate in the proposal how the team has the skill base to complete this work.

Timeline

The project will be managed by the Transportation Planning Team in the City's Community Development Department, in close coordination with the City's Public Works Department. The City estimates the project to be completed within approximately 12 months after project kick-off.



4.0 ELEMENTS OF PROPOSAL

Respondents to this RFP shall provide their understanding of the project, define the approach to all tasks, and identify proposed team members and their roles. Proposals should include sufficient detail to allow a thorough evaluation and comparative analysis of all members on the team. There is no page requirement for proposals, but please be concise.

1. Format

- Submit three copies of the submittal packet formatted to standard letter-sized paper and one electronic PDF copy saved on a flash drive
- The proposal shall be signed by an official authorized to bind the firm
- Include a cover letter and table of contents
- Submit fee schedule in a **separate sealed envelope** (see next page)

2. Work Proposal

- Provide a synopsis of the project based on the description provided in this RFP and the company's experience working on similar streetscape projects, preferably in the Los Angeles area
- Provide a detailed, step-by-step breakdown of tasks with the responsible company/person and deliverables
- Provide a schedule or flow chart depicting project milestones, community meetings, commission hearings, and City Council hearings. Build in two weeks review time by City staff for all major deliverables.

3. Project Team

- Provide name, address, and telephone number of the main contact for the proposal and the contact person from each firm
- Identify the key staff person responsible for general project management
- Provide all project team member (including any sub-consultants or other experts) names and resumes, including professional titles, credentials, and degrees
- Describe the specific responsibility each team member will have to the project
- Describe current workload of each team member
- Describe how the firm is organized and how resources will be utilized for this project

4. Experience on Similar Work

- Detail previous experience in the last five years with urban design, landscape design, first/last mile planning, civil engineering, green infrastructure, green stormwater infrastructure and management, ADA compliance, environmental compliance, project management, and/or other related experience that highlights the Consultant's qualifications



- Specifically identify previous experience of the project manager as described in the bullet point above
5. Public Outreach
 - Detail previous experience working with the public, commissioners, and decision-makers
 - Describe previous experience working with engaged communities on controversial projects, including examples of successful public outreach strategies that resulted in consensus on streetscape designs and/or aesthetics
 6. Work Product Examples
 - Include as an appendix one digital copy (saved on the flash drive) of relevant examples of completed work products for each consultant, sub-consultant, or other experts that the team intends to engage on this project
 - Work products do not need to conform to the same format as the proposal
 7. References
 - List at least five public sector clients with whom similar, comparable services have been performed
 - Provide the name, mailing address, telephone number, and email address of the main contact for each client
 - Provide a brief description of the services provided and the dates of the work performed
 8. Fee Schedule
 - Submit a schedule of fees showing proposed costs for each task of the project and hourly billing rates for all members of the team in a **separate sealed envelope**
 - Include an electronic copy of the schedule of fees (in Excel format) in the flash drive along with the electronic PDF copy of the complete proposal

Please Note: Any substitution of key personnel during the project shall require the prior written approval of the City and submittal of the above information for the proposed new team members for City review.



5.0 EVALUATION PROCESS AND CRITERIA

The City's review process will emphasize the following criteria:

- Demonstrated understanding of the project purpose, goals, and scope
- Demonstrated ability to complete the project, including building consensus
- Background and experience of the project team, including sub-consultants or other experts assigned to various tasks
- Project management approach
- Proven track record for completing similar projects on time and within budget
- Adherence to proposal format

Submittals will be evaluated by a review panel consisting of City staff from the Community Development and Public Works Departments. The City will provide the answers to any questions submitted by an interested party after the release of the RFP to all parties that have indicated interest in the RFP via email to the contact below. After the closing date, the City will hold oral interviews and select a firm, after which a negotiated agreement will be presented to the City Council for approval. Work will commence as soon as the agreement is approved.

Tentative Schedule

The City has established the following target dates for evaluation and scheduling purposes. The following dates are tentative, non-binding, and are subject to change without prior notice.

RFP Release	June 11, 2019
Deadline for Proposers to Submit Questions.....	June 27, 2019
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Proposals due and received by:.....	July 25, 2019
Recommend City Council to award.....	August/September 2019

Proposals for this project will be due by **2:00 p.m.** on July 25, 2019, and must include all requirements listed under Elements of Proposal. Late or incomplete proposals will not be accepted.

Submit Proposals to:

City of Beverly Hills - Community Development Department
Attn: Jessie Holzer
455 N. Rexford Drive
Beverly Hills, CA 90210

Submit Questions To:

Jessie Holzer, Transportation Planner
transportation@beverlyhills.org



6.0 GENERAL TERMS AND CONDITIONS

The City of Beverly Hills shall not, in any event, be liable for any pre-contractual expenses incurred by the proposer. Pre-contractual expenses are defined as expenses incurred by the proposer in:

- Preparing the response to this Request for Proposal
- Submitting the proposal to the City
- Negotiating with the City in any matter related to this proposal
- Any other expenses incurred by proposer prior to the date of the executed agreement

The City reserves the right to cancel the services at any phase or at any point in any phase and pay the Consultant only for costs of services satisfactorily performed and incurred to that date. All data, documents, and other products used or developed during the course of facilitating the Wilshire Boulevard – La Cienega Boulevard Streetscape Plan will remain the property of the City.



7.0 CONTRACT BETWEEN CONSULTANT AND CITY

The City will prepare an agreement for implementation between the Consultant and the City. See **Attachment A** for a sample of the City's professional services contract. Please indicate in your proposal any exceptions taken to the requirements of the agreement.

Late Proposals

It is the Consultant's sole responsibility to ensure that proposals are received at the City Clerk's office prior to the scheduled closing time specified in this RFP. Proposals will not be accepted after the deadline.

Withdrawal of Proposals

Proposals may be withdrawn if written notification of withdrawal of the proposal is signed by an authorized representative of the proposer and received at the City office prior to the closing time for receipt of proposals. Proposals cannot be changed or withdrawn after the time designated for receipt.

Rejection of Proposals

The City reserves the right to reject any and all proposals received in response to this RFP and to waive any informality in any proposal if it is determined to be in the best interest of the City to do so.

Proposal Validity Period

Submission of a proposal will signify the proposer's agreement that the proposal, and contents thereof, are valid for ninety (90) days following the submission of the proposal and shall become part of the agreement that is negotiated with the Consultant.

Documents to be Construed Together

The RFP, proposal, and all documents incorporated by reference in a contract entered into between the Consultant and the City, and all modifications of said documents, shall be construed together as one document.

Extra Work or Materials

The City shall have the right to make alterations, eliminations, and additions in the scope of work. Exercise of such right shall in no way void the agreement. The value of such extra work shall be agreed upon by the City and the Consultant in writing in accordance with the agreement.

News Releases

News releases pertaining to the award of any agreement resulting from this RFP shall not be made without prior written approval of the City. The City's name shall not appear on customer lists,



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advertising, or other materials used to promote the Consultant's services without prior written approval of the City.



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ATTACHMENT A



AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND [CONSULTANT'S NAME] FOR
[BRIEFLY DESCRIBE PURPOSE OF THIS CONTRACT]

NAME OF CONSULTANT: insert name of consultant

RESPONSIBLE PRINCIPAL OF CONSULTANT: insert name, title of responsible principal

CONSULTANT'S ADDRESS: insert street address

insert city, state, zip code

Attention: insert dept. head name, title

CITY'S ADDRESS: City of Beverly Hills

455 N. Rexford Drive

Beverly Hills, CA 90210

Attention: [Dept. Head's Name, Title]

CONSULTANT'S E.I.N./TAX I.D. NO.: insert consultant Tax I.D.

COMMENCEMENT DATE: insert commencement date

TERMINATION DATE: insert termination date

CONSIDERATION: Not to exceed \$ insert amount



AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND [CONSULTANT NAME] FOR
[BRIEFLY DESCRIBE PURPOSE OF CONTRACT]

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and [CONSULTANT Name], (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONSULTANT represents that it is qualified and able to perform the Scope of Works.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Scope of Work. CONSULTANT shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONSULTANT must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

CONSULTANT shall commence its services under this Agreement upon the Commencement Date on the cover page or upon a written receipt of a notice to proceed from CITY. CONSULTANT shall complete the performance of services by the Termination Date set forth on the cover page.

☐ The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation

If compensation is based on an hourly rate or other rates

☐ CITY agrees to compensate CONSULTANT for the services and/or goods provides under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein, based on the rates set forth in Exhibit B.



If compensation is based on a flat fee

☐ CITY agrees to compensate CONSULTANT for the services and/or goods provides under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B.

(b) Expenses

If no reimbursable expenses

☐ The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

If CITY reimburses for certain expenses in addition to compensation

☐ CONSULTANT shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONSULTANT which are not expressly authorized by this Agreement will not be reimbursed by CITY.

(c) Additional Services. CITY may from time to time require CONSULTANT to perform additional services not included in the Scope of Work. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONSULTANT said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONSULTANT's Responsible Principal set forth on the cover page shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible Principal by CONSULTANT shall not be made without prior written consent of CITY.



(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 11. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) Professional Liability Insurance

☐ A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CONSULTANT shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.



(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a A+;VII in the latest edition of Best's Insurance Guide.

(d) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured.

(f) The general liability and vehicle liability policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in the Agreement.

(g) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(h) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

(i) The insurance coverage amounts required under the Agreement do not limit CITY's right to recover against CONSULTANT and its insurance carriers.

Section 12. Indemnification.

(a) Indemnity for Design Professional Services. To the fullest extent permitted by law, CONSULTANT shall, at its sole cost and expense, protect, indemnify, and hold harmless CITY and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those CITY agents serving as independent contractors in the role of CITY officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of CONSULTANT, its officers, agents, servants, employees, subcontractors,



material men, contractors or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a “design professional,” as the term is defined under California Civil Code Section 2782.8(c)(2).

(b) Other Indemnities. Other than in the performance of design professional services, and to the fullest extent permitted by law, CONSULTANT shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively “Claims”), in law or equity, to the extent caused by the negligence or willful misconduct of CONSULTANT, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, as determined by judicial decision or by the agreement of the Parties. CONSULTANT shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees’ choice, and shall pay all costs and expenses, including all attorneys’ fees and experts’ costs actually incurred in connection with such defense. CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

(c) All duties of CONSULTANT under this Section 12 shall survive termination of the Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days’ written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY’s Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT’s Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.



Section 16. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded

Section 19. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 23. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the ____ day of _____ 20____, at Beverly Hills,
California.

CITY OF BEVERLY HILLS
A Municipal Corporation

Name: Dept Head/ Dir. of Fin. / CM



Title

CONSULTANT:

Name:

Title:

Name:

Title:

APPROVED AS TO CONTENT:

Dept. Head Name:

Title:

Risk Manager Name

Risk Manager



Released: June 11, 2019
Due: 2:00pm, July 25, 2019

EXHIBIT A SCOPE OF WORK

CONSULTANT shall perform the following services:



EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

(a) Rates/Compensation

- (b) CONSULTANT shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in this Exhibit.

EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

A.
B.
C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	<u>LIMITS</u> P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONSULTANT'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: CONSULTANT agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of CONSULTANT's officers, employees, agents or others employed by CONSULTANT while engaged by CONSULTANT in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

BY: _____
Authorized Insurance Representative

TITLE: _____

AGENCY: _____

ADDRESS: _____

RM02.DOC REVISED 10/14/96.