



CITY OF WEST HOLLYWOOD

REQUEST FOR PROPOSALS

Holiday Lights Installation, Maintenance, Removal & Storage

Deadline to Submit Proposals
TUESDAY, MAY 7, 2013 AT 3:00 P.M. PST

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I. INTRODUCTION

The City of West Hollywood (CITY) has provided holiday lights on Santa Monica Boulevard since 1999. In 1999, the City purchased 190 holiday light decorations for the street poles on Santa Monica Blvd. Today, the CITY owns approximately 225 street pole mounted holiday decorations and an additional 110 palm tree median lighting wraps (LED).

The current contract for installation, maintenance, removal, and storage of these holiday decorations is set to expire. This Request for Proposals (RFP) is released with the intention of retaining a service provider that can meet the challenges of a dynamic organization providing reliable response times to staff requests and outstanding customer service. In addition, the selected retained service provider shall be able to provide technical assistance and knowhow on best practices related to holiday decoration installation and maintenance following industry's best practices and benchmarks.

Responses to this RFP shall contain a detailed cost estimate that best meets the needs of the City of West Hollywood as described in the Customer Service Expectations and Installation, Maintenance, Removal and Storage sections of this RFP.

After the deadline for receipt of proposals, no oral, telephonic or telegraphic proposal or modification of proposal will be considered.

All proposals submitted to the City of West Hollywood shall become the exclusive property of the City. **Once City staff has negotiated a contract for presentation to the City Council, all**

proposals shall become a matter of public record subject to disclosure, with the exception of those elements of each proposal that are identified by the Contractor as business or trade secrets and plainly marked as “Trade Secret”, “Confidential” or “Proprietary” and determined by the City to be exempt from disclosure under the Public Records Act. Each element of a proposal that the Contractor desires not to be considered a public record must be clearly marked as set forth above. If disclosure is required under the California Public Records Act or otherwise by law, the City will make an independent determination and retain the confidentiality to the extent permitted by the Public Records Act.

The City of West Hollywood retains the right to reject any and all proposals without cause, regardless of the number of responses received. Under no circumstances is the City responsible for the costs expended by the proposers in preparing and submitting proposals.

The city reserves the right to amend the Request For Proposals by addendum prior to the final submittal date.

Any Proposals received prior to the date and time specified for receipt of proposals may be withdrawn or modified by written request of the Proposer. To be considered, however, the modified Proposal must be received by the time and date specified.

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a bid, or to procure or contract for services. The City reserves the right to accept or reject any or all submissions received as a result of this request, and to modify or cancel in part or in entirety the Request for Proposals if it is in the best interest of the City to do so.

II. BACKGROUND

In 1998, the City Council of the City of West Hollywood, in compliance with the requirements of the Landscaping and Lighting Act of 1972 and Section 4 of Article XIID of the California Constitution, formed an assessment district to fund certain improvements of benefit to the properties along Santa Monica Boulevard. This district is known as the Santa Monica Boulevard Maintenance District.

Improvements to be financed by the assessment district each year include the installation, maintenance, operation and servicing of ornamental structures and facilities including holiday decorations,

banners, flags, and appurtenances, and the installation, maintenance, and operation of sidewalks, bus benches and trash receptacles, located along Santa Monica Boulevard from Doheny Drive to the West Hollywood city limit east of North La Brea Avenue (Zones 1, 2 and 3).

Annually, the City Council must establish the Santa Monica Boulevard Maintenance District and hold a public hearing initiating the levy of the proposed assessment. Should the District fail to be initiated, the CITY will notify the CONTRACTOR regarding the status of the existing contract within 30 days.

In 1999 the City Council approved a three-year contract to produce, install and store holiday decorations in Maintenance District Zones 1 & 3. The cost of fabricating holiday decorations was spread out over three years. In January 2005, the middle portion of Santa Monica Boulevard (Zone 2) was secured as a part of the Maintenance District making the entire length of Santa Monica Boulevard subject to the improvements of the District and additional decorations were purchased to remain consistent with the decorations previously purchased.

Since 2002, the City has entered into an annual contract to install, maintain, remove and store the holiday lights for Santa Monica Boulevard including the expansion of holiday decorations to the palm trees in the median in 2004. In 2008, the City worked with the contractor to begin to refurbish the holiday decorations to LED technology which was completed by 2012.

West Hollywood's holiday lighting program is funded entirely from the Santa Monica Boulevard Maintenance District (District) assessments. Funds collected from the District must be used for the purposes outlined in the approved engineers report, i.e. holiday lighting and street cleaning/furniture maintenance. The current equipment owned by the CITY that would need to be stored by the retained service provider includes:

- 110 (one hundred ten) LED palm tree median lighting multi-strands (Approx. 1500 strands)
- 225 (two hundred twenty five) LED pole mounted "Shooting Star" holiday decorations that are 12 feet tall, 65lbs each

III. DEFINITIONS

The following meanings are attached to the following defined words when used in this RFP:

The word “City” or “CITY” shall mean the City of West Hollywood municipality.

The word “Proposer” means the firm or corporation submitting a proposal on these specifications, or any part thereof.

The word “retained service provider” or “Contractor” means the firm or corporation whose proposal is awarded on these specifications.

The word “Services”, “Contract Services” or “Scope” means the work and equipment expected to be delivered by the firm or corporation as set forth in this RFP and incorporated herein by reference.

The words “contract”, “agreement”, or “AGREEMENT” shall mean the document executed between the Proposer and the CITY to carry out the scope of services of the RFP.

IV. CUSTOMER SERVICE EXPECTATIONS

The City of West Hollywood prides itself with providing the highest level of customer service to residents, business owners and visitors. This level of customer service is expected from everyone involved in the delivery of services from West Hollywood City Hall to the community at-large.

EQUIPMENT MAINTENANCE: Contractor will inspect the approximate 225 pole mount decorations and the 110 mini light wrapped palm trees at least 2 (two) times a week during the time period of November 26, 2013 through January 2, 2014 between 9pm and 5am. Any non-working lights, mini-lights, or damaged pole mount decorations will be replaced or repaired within 24 hours of Contractor observation of damage or upon Contractor receiving information from the City Representative informing them of such damage or non-working lights.

Maintenance estimates for all equipment should be calculated during the above hours, and additional service hours availability should be noted within the proposal, if applicable.

The City will provide the available electric for each pole/display and pay for the cost of electric usage.

V. COST AND FEES

Proposers shall provide a total cost that includes installation, maintenance, removal, and/or storage of the following:

Description	Quantity
Large Palm Tree lit with white LEDs	40 trees to be wrapped with white LED strand lights
Medium Palm Tree lit with white LEDs	70 trees to be wrapped with white LED strand lights
Reflective LED 50 bulb 6" space green wire	250 strands each year are replaced while 700 strands are used for the install on the 110 wrapped trees
Pole Mount installation, removal, and storage	175 pole mounts installed with 12 feet tall, 65lbs each, Shooting Star Decorations along with a 25 foot section of garland per pole (There are a total of 225 Shooting Star Decorations needing to be stored that includes 175 to be installed and 50 available for switching out as part of a regular refurbishment plan)
LED Mini Lights, 50L, 4" spc, white wire	100
C7 LED Bulb, E12 Base, Faceted	200
13 mm LED Rope Light 150' Spool warm white for Shooting Star displays	2

Refurbishment may include welding and painting of frames and brackets to maintain program. Also include in proposal any charges for emergency calls or service calls for vandalism or acts of nature that would be in addition to the proposed cost. If these costs are included in the overall total cost, please identify that in the proposal.

VI. INSTALLATION, MAINTENANCE, REMOVAL, AND STORAGE

The retained service provider will coordinate the installation phase with City staff. Installation of the Palm Tree LED mini lights and the Shooting Star pole-mount decorations shall not begin prior to 9p.m. on November 19, 2013. Installation of all decorations will be completed by no later than 6a.m. on November 26, 2013. (In subsequent years, installation of all decorations shall not begin

prior to 9p.m. on the Tuesday the week preceding Thanksgiving. Installation of all decorations must be completed by no later than 6a.m. on the Tuesday of the week of Thanksgiving.)

All lighting decorations shall be installed with timers or an approved equal such that the lights turn on and off by themselves each night.

Contractor shall be responsible for ensuring that he/she is in possession of all required City permits prior to commencing work. There shall be no fee for the issuance of permits as this is a City funded project (unless said permit is not issued by the City). Contractor shall adhere to all requirements as outlined in the permit and provide their own traffic control in accordance with the WATCH manual and meet all safety standards.

It will be the contractor's responsibility to remove and properly dispose of any leaves, branches, wiring or other debris which might occur during the installation, maintenance or removal of lighting or decorations. At no time may City trash receptacles be used for disposal of such items.

As deemed appropriate by the CITY, Contractor shall work with Southern California Edison to identify and resolve any problems that may arise in providing power to the decorations.

Contractor will inspect the approximate 225 pole mount decorations and the 110 mini light wrapped palm trees at least 2 (two) times a week during the time period of November 26, 2013 through January 2, 2014 between the hours of 9pm-5am. Any non-working lights, mini-lights, or damaged pole mount decorations will be replaced or repaired within 24 hours of Contractor observation of damage or upon Contractor receiving information from the City Representative informing them of such damage or non-working lights.

Removal of all decorations, pole mounts, and palm tree wraps shall commence by January 2, 2014 and shall be completed within seven (7) working days.

Storage of materials should be provided year-round for the contract term. The City may require a site visit to view the proposed storage facility before selecting the Contractor.

Selected contractor and City will negotiate terms of transfer of decorations from existing storage facility to new storage facility with a mutually agreed upon sum, if applicable.

VII. PAYMENT SCHEDULE

Upon execution of a contract, the fees for the above work will be paid 50% in advance, and 50% upon removal of decorations.

VIII. EVALUATION AND SELECTION PROCESS

All proposals must contain all information requested in this RFP and be submitted by **Tuesday, May 7, 2013 at 3:00 P.M. PST** to be considered.

The firm or corporation that most clearly meet the RFP requirements may be invited to an interview panel or a site visit may be arranged by the City. Interviews, if held, will occur at City Hall with selected candidates after initial review of proposals. A site visit would occur at the proposed contractor's location for storage of decorations. The interview panel/site visit panel will include key staff members of West Hollywood City Hall.

No single criterion, including price, will dictate the City's ultimate selection. The relative importance of these factors involves judgment on the part of the City staff and will include both objective and subjective analysis. Specific evaluation criteria will include the following:

- Qualifications and experience of firm or corporation with similar projects and/or projects of similar complexity as well as possession of a C-10 Electrical License;
- Completeness, presentation and clarity of proposal;
- Ability of firm or corporation's team to dedicate personnel resources needed to provide reliable, timely, and outstanding customer service both for maintenance and installation/removal of decorations;
- Schedule of Deliverables such as response times that meet the requirements of the City as stated in the section "Customer Service Expectations";
- Competitiveness of cost/overall service proposal

IX. TERM OF AGREEMENT

The term of the AGREEMENT will be for one (1) year with an option to extend contract for two (2) one-year periods upon the City's thirty (30) day written notice to service provider.

Annually, the City Council must establish the Santa Monica Boulevard Maintenance District and hold a public hearing initiating the levy of the proposed assessment. Should the District fail to be initiated, the CITY will notify the CONTRACTOR regarding the status of the existing contract within 30 days.

X. RFP SUBMISSION REQUIREMENTS

The Proposer must respond in writing to all the items listed below point by point:

- a. Executive Summary: This section shall include company background, key personnel and experience, along with examples of similar work performed.
- b. Detailed Description of Costs & Fees: Addressing all items listed in the Cost and Fees section of the RFP. Provide a physical address for the proposed storage facility as well as a description of the process for storage and maintenance.
- c. References: Name and contact information for at least two references for similar work.
- d. Insurance: Evidence of policies insuring minimum limits as indicated below and in the Sample Contract (Attachment A)
 - 1. Worker's Compensation Coverage unless exempted
 - 2. General Liability Coverage of not less than \$1,000,000
 - 3. Automobile Liability Coverage of not less than \$300,000
- e. Please be sure to include the name, address, email and phone number of the primary contact person at the firm or corporation responding to the RFP.

XI. RFP SCHEDULE (*Subject to change*)

- a. Release of RFP document April 15, 2013
- b. Deadline for Proposers' Response May 7, 2013
- c. Proposal Evaluation May 8, 2013
- d. Site visits/Interviews if needed May 10, 2013

- e. Vendor Selection and Notification May 14, 2013
- f. City Council Approval of Contract June 3, 2013
- g. Contract Start Date On or after July 1, 2013

XII. INSTRUCTIONS FOR SUBMITTAL OF PROPOSALS

- a. Proposals must be signed in ink by the president, chief executive officer, or individual authorized to act on behalf of the company, with current Power of Attorney if applicable. The name and mailing address of the individual submitting the proposal must be provided.
- b. Proposals shall address all questions specified in this document.
- c. One bound copy and one unbound copy of each proposal shall be submitted to the Office of the city Clerk no later than ELECTRONICALLY to the CITY by no later than **Tuesday, May 7, 2013 at 3:00 P.M. PST.**
- d. Late proposals received after the deadline will not be considered.
- e. Proposals shall be sent to:

Office of the City Clerk
City of West Hollywood
8300 Santa Monica Blvd
West Hollywood, CA 90069

Re: Holiday Lights Installation, Maintenance, Removal & Storage RFP

- f. Questions about this RFP should be directed to Laura Biery, Economic Development Analyst at lbiery@weho.org

XIII. CONTRACT REQUIREMENTS

The selected firm or corporation will be required to comply with the City's standard contract requirements set forth in the following section:

1. **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.

2. **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.
3. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.

CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

This Agreement is made on this #th day of Month, 2010, at West Hollywood, California, by and between the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and XYZ Corporation, 1500 Main Street, City CA 90000 (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. The CITY proposes to contract for services as outlined below;
- B. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;
- C. 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 _____, 20__ unless extended in writing in advance by both parties.
 3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
 4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed \$#,##0 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 thirty (30) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.
 5. **CONTRACT ADMINISTRATION.**
 - 5.1. **The CITY's Representative.** Unless otherwise designated in writing, (City Staff Person) 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, S. Jones shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.
- 5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

6. TERMINATION.

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

7. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and

fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. 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.

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

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

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

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

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

8.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

8.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."

8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including 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. CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to the CITY.

- 8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.
- 8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
- 8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.
- 8.2.8. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- 8.3. **Self Insured Retention/Deductibles.** All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Owner (as the named insured) should Owner fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Owner understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Owner's behalf upon the Owner's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Owner for breach of this Agreement in addition to any other damages incurred by City due to the breach."
- 8.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

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

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

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

14. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of contractor's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.
15. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
16. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.
17. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
18. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
19. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

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

CITY OF WEST HOLLYWOOD
8300 Santa Monica Boulevard
West Hollywood, CA 90069-6216

Attention: _____

CONTRACTOR: XYZ Corporation
1500 Main Street
City, CA 90000

Attention: _____

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

IN WITNESS WHEREOF, the parties have executed this Agreement the #th day of Month, 2007.

CONTRACTOR: XYZ Corporation

J. Smith, President

CITY OF WEST HOLLYWOOD:

Department Director

Paul Arevalo, City Manager

ATTEST:

Corey Schaffer, City Clerk

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

Exhibit A

Scope of Services:

Time of Performance:

Special Payment Terms:

**CITY OF WEST HOLLYWOOD
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
- 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 _____