

## REQUEST FOR PROPOSAL

### EMPLOYEE BICYCLE SHARE PILOT PROGRAM IMPLEMENTATION for the City of West Hollywood

Issued: March 11, 2014  
Project Planner: Chris Corrao, Long Range & Mobility Planning

**Employee Bike Share Pilot Program**  
City of West Hollywood, California

#### **SCOPE:**

##### Background:

##### *Goals and Objectives:*

The City of West Hollywood is looking to hire a vendor to launch a two-year employee bike share pilot program that will provide transportation options for employees conducting business and travelling throughout the city from different public facilities. The City's General Plan and Climate Action Plan support the development of a city bike share program, and development of incentives that encourage alternate transportation modes to reduce vehicle trips, reduce traffic congestion, air pollution and promote active and healthy living. This program will complement a robust package of financial incentives offered by the city for employees for transit use, carpooling, cycling and walking. If the pilot program is successful a permanent program may be considered and can provide information to inform future citywide bike share planning efforts.

##### Components & Phasing:

The City would like to develop a two-year pilot employee bicycle share program. The selected vendor will help the City implement the program, by providing bicycles (with baskets and lights), bike parking at designated locations, helmets and locks for bikes, and would be responsible for regular bike maintenance and redistribution of bikes. The employee bike share pilot program could be broken into two phases, initially launching the employee bike share with two locations and expanding later, or a more comprehensive program could be proposed to launch all at once. The two primary sites for the launch of an employee bike share program would be at the Kings Road parking structure and Hancock Avenue parking area. The Kings Road parking structure location would serve City Hall and allow for employees to conduct site visits, errands, etc., using bicycles. The Hancock parking area location would be for employees that wish to ride from Hancock Ave to Kings Road (City Hall), and back. It is estimated that 5 bicycles at each location would be necessary to accommodate this demand with a potential city employee bike share system build out providing 25-40 bicycles (based on demand evaluation).

##### Primary Employee Bike Share Locations:

- City Hall (Kings Road Structure) 8383 Santa Monica Boulevard (corner of Santa Monica Blvd)
- 901 Hancock Structure 901 Hancock Avenue (corner of Santa Monica Blvd)  
(employee parking on 2<sup>nd</sup> level subterranean)
- Gateway Center (La Brea Ave) 7100 Santa Monica Boulevard (near La Brea Avenue)  
(employee parking on 2<sup>nd</sup> level subterranean)

##### Additional Potential Bike Share Locations:

- Plummer Park

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- City Library/West Hollywood Park
- City Hall

#### Bicycles:

Bicycles should be new (or no more than 1 year old), free of dents, and/or major scratches. They should be designed to accommodate, to the best extent feasible, people of all shapes and sizes. Key features may include a one-size-fits-all highly durable design, protection from dirt and grease, ease of pedaling and shifting, adjustable seat, lighting system (including front and rear lights), rack or basket suitable for carrying a small bag, fenders, chain guards, bells, puncture resistant tires, reflectors and a locking device.

#### Bicycle Storage:

Bicycles will need to be located in a secure chain link enclosure with racks provided by the City, or locked to bike racks provided by the vendor. Enclosures will house bicycles, helmets, an air pump, a simple bike tool and cleansing wipes for helmets. The City would be responsible for finding appropriate locations for the enclosures, and constructing them. Bicycle racks could be placed in similar locations or in the public right of way, with theft deterrence, safety and convenience as priorities when determining their location.

#### Check-Out System:

Vendor will devise a simple system for the issuance and tracking of bikes and checkout by employees. The system could include a sign-out log, or another way of recording and maintaining inventory of bicycles. Details of this may vary from station to station, depending on whether stations are housed in enclosures or at racks located on the street.

#### Maintenance & Redistribution:

Maintenance and redistribution of bicycles will be based on a customer service based approach. Bicycles will be maintained on a weekly basis, ensuring adequate tire pressure, proper shifting of drivetrains, adequate chain lubrication, properly tightened wheel skewers, etc. A maintenance log and contact number should be posted so that employees can report problems to the vendor. Regular communication with staff about problems will be established to ensure issues are addressed in a timely manner. The vendor is responsible for redistributing bicycles and helmets between the two locations in order to ensure availability of bicycles at each location. A redistribution schedule will need to be established between the City and the vendor, but at a minimum, bikes should be redistributed once a day.

#### Locking of Bicycles:

Employees will routinely lock bicycles at bike racks on sidewalks located throughout the City and surrounding vicinity during the daytime. All bicycles should come with a lock and key (or combination) for easy bike parking and locking by employees.

#### Ownership:

All equipment and facilities provided by the vendor will remain the property of the vendor, but will be made available to City employees for duration of the pilot program.

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#### Theft & Vandalism:

Vendor should detail how potential vandalism and/or theft of bicycles will be addressed.

#### Hours of Operation:

The Employee Bike Share Bicycles will be available for employee use Monday through Friday, from the hours of 7:00 am and 7:00 pm. Additional operational considerations for bicycle availability can be discussed as part of contract negotiations.

#### Advertising:

If advertising is proposed as a component of the program, vendor must specify details of where advertisements would appear (on bicycles, adjacent to stations, etc.). If any, it should be clear whether or not advertising proposed is corporate sponsorship of the program, or generally available advertising. The City has first right of refusal for advertising and will play a role in determining the extent of an advertising component.

#### Time Frame for Program Implementation:

The City expects to see the employee bike share program operating at the first phase locations (the Kings Road and Hancock Avenue Parking Garages) within three months or less from approval of the contract. Within six months or less, the City would like for the second phase of the project to be implemented at public facilities and any additional locations identified in this RFP. The vendor response should discuss a project implementation timeline with information on how the vendor intends on meeting or exceeding this deadline.

#### Duration of Bike Share Pilot Program:

The City is interested in a two-year employee bike share pilot program. The selected vendor's performance and service will be evaluated after one year and extended for the second year if vendor has met all the terms of the contract. If the program is successful, the City will consider development of a permanent employee bike share program which would separately be solicited.

#### Log/Performance Metrics:

As this program is a pilot program that is intended to assist City staff in gauging demand for employee bicycle share as a permanent program, discussion of data collection approach should be included in the response to this proposal. Responders need to discuss how they plan to track frequency of use, destinations, distance, purpose of use, etc. This information should be provided to the City on a monthly basis, or upon request.

#### Bike Safety and Orientation:

An orientation workshop led by the vendor to familiarize City staff would be held to explain the equipment, bike network, safety, rules of the road, operations, and maintenance. Periodic distribution of bike safety information and availability for employee outreach events is desired.

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#### Program Management and Coordination:

Proposals should provide information on vendor roles and responsibilities and who will be responsible for different components of program implementation, maintenance, redistribution, reporting, and customer service questions.

#### Additional Program Elements:

Proposals that recommend additional program elements that help to encourage employee bike use and aid in the successful implementation of the employee bike share program are encouraged.

Proposals should also include unit costs for adding bicycles and helmets to the program, in the event that more bicycles are needed to accommodate demand.

### 1. SUBMITTAL OF SEALED PROPOSALS

In an effort to promote waste reduction and resource conservation, submittal shall not contain plastic bindings, plastic pages, or laminated pages. Double sided proposals are preferred; copies should be printed on recycled and/or FSC certified paper. Please avoid superfluous use of paper (such as separate title sheets, or chapter dividers and unnecessary attachments or documents not specifically requested).

The proposal must include the following:

- 1.1. Overview of the firm.** Provide a brief summarized overview of the firm, experience in planning for provision of alternate modes, description of any special facilities, expertise, or abilities that the firm can utilize in the performance of services described herein.
- 1.2. Project Manager.** Firms shall designate an individual who will be the primary performer of the services described herein. Describe the project manager's responsibilities and in addition to providing a resume or the individual, explain why this person is qualified to be the Project Manager. If the Project Manager has specialized relevant training and/or expertise that will add to this project, describe it in this section. Include no more than two (2) relevant examples of the individual completing a recent project of similar size and scope that demonstrates his/her record of completion of projects on schedule and within budget.
- 1.3. Project team.** Identify the members of the project team that will be performing the requested services. Describe the responsibilities of each member of this team and provide a table of organization delineating the responsibilities of each member. In addition to providing resumes for the individuals, explain why each person is qualified to complete the tasks assigned that team member. Mention any relevant training and/or expertise that the team member has towards completing the scope of work. Also identify members for work that will be subcontracted out, their responsibilities, qualifications, relevant training or expertise, and show how they fit into the project team.
- 1.4. Subcontracted work.** If any portion(s) of the project will be subcontracted, provide the following information for the subcontractor(s):

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- 1.4.1. Firm's name
- 1.4.2. Local office address and telephone number(s)
- 1.4.3. Corporate or home office address and telephone number(s) (if applicable)
- 1.4.4. Description of services the firm(s) will perform
- 1.4.5. Firm's experience in providing this type of service

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

1.6. **Fees.** The Fee proposal shall be submitted for the consultant services included in the Scope of Work. All fees are to be quoted, based on a fixed hourly fee basis. Fee proposals are to be broken down into categories of work. The stipulated fee will be for all services rendered for the entire duration of that item.

**2. DELIVERY OF SEALED PROPOSALS**

2.1. Notice is hereby given that the seven (7) sealed proposals and one (1) fee schedule shall be mailed, couriered, or hand delivered to the City of West Hollywood no later than **Wednesday, March 21, 2014 at 4:00 p.m.** Proposals received after this time and date may be returned. Postmarks will not be accepted as proof of receipt. No oral, telephonic, faxed, emailed, or telegraphic proposals or modifications of proposals will be considered. The submittal shall be addressed as follows:

**Attn: City Clerk  
Employee Bicycle Share Pilot Program  
8300 Santa Monica Blvd  
West Hollywood, CA 90069**

2.2. Proposals shall be in envelopes plainly marked

**Proposal:       EMPLOYEE BICYCLE SHARE PILOT PROGRAM  
                  NAME OF PROPOSER  
                  ADDRESS  
                  CONTACT PERSON  
                  TELEPHONE NUMBER  
                  FAX NUMBER  
                  E-MAIL ADDRESS**

**3. SELECTION PROCESS**

3.1. Submitted proposals shall be evaluated using the following key criteria:

- 3.1.1. Training, experience and demonstrated ability of the designated individual who will be serving as project manager. Relevance of examples and information provided for the project manager.
- 3.1.2. Training and experience of project team. Proposals from individuals or firms without support staff will not be disqualified solely on that basis, provided the training and

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experience of the designated individual and his/her time availability are sufficient to assure the City that the requirements of the position can be fulfilled.

**3.1.3.** Reference(s) relevance to the proposed project and quality of work provided on those projects.

**3.1.4.** Adherence to directions as specified on this Request for Proposal.

**3.2.** The highest ranking firm(s) may be asked to come in for an interview.

**4. ADDITIONAL INFORMATION**

**4.1.** Regarding contact between those submitting proposals and the City:

**Due to the 10 day release of this RFP any questions must be submitted by writing via electronic mail to Melissa Antol, mantol@weho.org, or by FAX at (323) 848-6569 and received prior to 4:00 pm, March 14, 2014.**

All submitted questions and responses will be posted on the City website [www.weho.org](http://www.weho.org). A special link for the RFP will be on the Long Range & Mobility Planning Division web page. The final list of questions and answers shall be posted after the close of the question period.

**No questions regarding this RFP will be answered over the phone.**

**Proposers that contact City personnel or City Council members after the City releases the RFP and throughout the evaluation period may have their proposals disqualified from consideration.**

**4.2.** After a consultant is selected, the Long Range & Mobility Planning Manager will initiate final contract negotiation. If an agreement on the fee can not be reached, the City reserves the right to end negotiations and enter into negotiations with another firm.

**5. SCHEDULE**

<b>5.1.</b> RFP Release	March 11, 2014
<b>5.2.</b> Written Questions deadline	March 14, 2014 4:00 p.m.
<b>5.3. Proposals Due</b>	<b>March 21, 4:00 p.m.</b>
<b>5.4.</b> Interview of Finalists	March 24, 2014
<b>5.5.</b> Contract Award by City Council	April 7, 2014

**6. SELECTED CONSULTANT.** The selected consultant shall be able to meet the following requirements in order to enter into a contract with the City of West Hollywood:

**6.1. INDEMNIFICATION**

**6.1.1.** CONSULTANT agrees to indemnify and hold the CITY harmless from any damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by CONSULTANT'S negligent wrongful acts, errors, or omissions in the performance of professional services under this agreement.

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**6.1.2.** CITY agrees to indemnify and hold CONSULTANT harmless from any damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by the CITY'S negligent wrongful acts, errors, or omissions in the performance of professional services under this agreement.

#### **6.2. INSURANCE REQUIREMENTS**

**6.2.1. Certificates of Insurance.** The CONSULTANT 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 CONSULTANT shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

The CONSULTANT, at the CONSULTANT'S own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

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

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

**6.2.1.2. General Liability Coverage.** The CONSULTANT 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.

**6.2.1.3. Automobile Liability Coverage.** The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT 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

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amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence.

**6.2.1.4. Professional Liability Coverage.** The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT's operations under this Agreement, whether such operations be by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000)

**6.2.2. Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-. and shall be endorsed with the specific language of Section 8.2.2.1. below.

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

**6.2.2.2.** 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.

**6.2.2.3.** 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.

**6.2.2.4.** CONSULTANT 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

**6.2.2.5.** The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.

**6.2.2.6.** 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.

**6.2.2.7.** The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the CITY.



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- 6.2.2.8.** CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- 6.2.3. Deductibles and Self Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self insured retentions.
- 6.2.4. Failure to Procure Insurance.** Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate the Agreement.
- 6.3. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONSULTANT represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.
- 6.4. LIVING WAGE ORDINANCE.** The CONSULTANT shall abide by the provisions of the West Hollywood Living Wage Ordinance No. 97-505. During the term of this Agreement, the CONSULTANT shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.
- 6.5. EQUAL BENEFITS ORDINANCE.** The CONSULTANT shall abide by the provisions of the West Hollywood Equal Benefits Ordinance No. 03-662. During the term of this Agreement, the CONSULTANT shall keep on file sufficient evidence of its employee compensation and any applicable benefits package, 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.
- 6.6. RESTRICTIONS: Arab League Boycott of Israel.** The CONSULTANT hereby affirms it does not honor the Arab League Boycott of Israel.
- 6.7. RECORDS AND AUDITS.** The CONSULTANT shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative, and will be retained for three years after the expiration of this Agreement. All such records shall be made available for inspection or audit by the CITY at any time during regular business hours.
- 6.8. OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONSULTANT, except the CONSULTANT's notes and work papers, 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

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CONSULTANT, but any re-use of such documents by the CITY on any other project without prior written consent of the CONSULTANT shall be at the sole risk of the CITY. The CONSULTANT shall at its sole expense provide all such documents to the CITY upon request.

**SAMPLE CONTRACT WITH VENDOR-----**

This Agreement is made on this #th day of Month, 2014, 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.

**CITY OF WEST HOLLYWOOD  
AGREEMENT FOR SERVICES**

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:**

**Exhibit B**

**Certificate of Exemption from  
Workers' Compensation Insurance**

*TO:* City of West Hollywood

*SUBJECT:* Sole Proprietor/Partnership/Closely Held Corporation with No Employees

Please let this memorandum notify the City of West Hollywood that I am a

- sole proprietor
- partnership
- nonprofit organization
- closely held corporation

and do not have any employees whose employment requires me to carry workers' compensation insurance. Therefore, I do not carry worker's compensation insurance coverage.

Contractor Signature \_\_\_\_\_

Printed Name of Contractor \_\_\_\_\_

Date \_\_\_\_\_