

REQUEST FOR PROPOSALS

CITY OF WEST HOLLYWOOD
ARTS DIVISION

ART WORK MAINTENANCE AND CONSERVATION SERVICES

Date Released: September 5, 2018

Deadline to Apply: October 24, 2018



City of West Hollywood
California 1984

City of West Hollywood
Economic Development Department
Arts Division
weho.org/arts

Above: *Net of Indra* by Ned Kahn at the
West Hollywood Automated Parking Garage

A. PURPOSE AND INVITATION TO SUBMIT PROPOSALS

The City of West Hollywood through its Arts Division requests proposals from qualified individuals, teams, or firms to coordinate and provide routine art work maintenance and conservation services for City-owned urban art works and as-needed maintenance and conservation services for temporary public art installations. The scope of work will include coordinating with City staff, creating an art work maintenance schedule, noting art work conditions throughout the year, and performing all routine annual maintenance for City-owned urban art works.

The selected firm will be contracted for a four-year agreement with a one-year renewal option. The term of the proposed contract is expected to begin in July 2019 and shall conclude in June 2023. The one-year renewal will be at the sole discretion of the City and will be under the same pricing terms as the original contract.

The contractor must follow AIC (American Institute for Conservation) and professional standards for art conservation and maintenance as well as all federal, state and local health and safety guidelines for this maintenance work. Prior experience working and coordinating with a municipality or public agency is required.

B. BACKGROUND

The City of West Hollywood, known as the "Creative City," was incorporated in 1984. It is 1.9 square miles in area and is bounded by Beverly Hills to the west, Hollywood to the east, and Los Angeles to the north and south. West Hollywood is home to approximately 37,000 residents and over 3,500 businesses. It is densely populated and is a high traffic area.

The City established an Arts and Cultural Affairs Commission in 1987 to oversee public art, performances, and other cultural activities. In that same year the City initiated its Urban Art Program. The Urban Art Ordinance requires developers of certain projects to contribute one-percent of the project costs to public art. Developers can choose to place an on-site art work or contribute the one-percent of the amount to the City's Art Fund.

In 2007 the Arts and Cultural Affairs Commission created the Urban Art Conservation Program to preserve the City's permanent public art collection. The Urban Art Conservation Program also serves as an information resource for property owners who need advice about art conservation. In 2018 the City commissioned Rosa Lowinger Associates, Inc. to conduct a conservation assessment of the Urban Art Collection (both city owned and privately owned works).

The Urban Art Collection includes both City-owned art works and art works on private property which have been funded through a one percent for art policy. There are currently 69 permanent urban art works in the Collection. Of those 69 works, 17 are owned by the City of West Hollywood and are currently on public display.

Art works reside in publicly accessible sites such as parks, civic buildings, and traffic medians. Their materials include bronze, steel, mosaic tile, neon, porcelain, travertine, and fiberglass. Most art works

are located in areas of heavy traffic, air pollution, dust, and sunlight. Depending upon the art work, it may need monthly, bi-annual, or annual cleaning and bi-annual or annual care (i.e. waxing).

The City of West Hollywood delivers a broad array of arts programs through the City's Arts Division, including: Art on the Outside (temporary public art), Summer Sounds, Winter Sounds, WeHo Reads, Free Theatre in the Parks, Arts Grants for Nonprofit Arts Organizations, Library Exhibits and Programming, One City One Pride LGBTQ Arts Festival, and Urban Art Program (permanent public art). www.weho.org/arts

C. ELIGIBILITY

Qualified individuals, teams, or firms must have at least 5 years of professional experience in art conservation. The contractor must have experience with following AIC (American Institute for Conservation) and professional standards for art conservation and maintenance as well as all federal, state and local health and safety guidelines. Prior experience working and coordinating with a municipality or public agency is required.

D. BUDGET

Proposals should include a competitive bid for the anticipated scope of work not to exceed \$35,000 annually.

E. DEADLINE

Proposals should be received no later than **5:00 PM on Wednesday, October 24, 2018**.

F. SCOPE OF WORK

The selected Contractor will have access to all of the City's Urban Art Collection files and will work directly with the City to:

1. Coordinate with City Staff

Coordinate all work with City staff to address routine maintenance needs for the City-owned art works in the Urban Art Collection. Prioritize needs for maintenance and address any critical maintenance or vandalism issues that arise. Meet and communicate regularly with staff to notify of any scheduling or maintenance treatment changes. Photograph any serious art work damage, degradation, or safety issues. Request approval in advance of hiring subcontractors.

2. Create Annual Maintenance Plan

Create a schedule and plan that states the treatment which will be provided for each work.

3. Annual Community Meeting

Conduct one informational public community meeting per year for property owners who

need advice about art conservation and maintenance.

4. Urban Art Collection - City-owned Art works

Provide routine art work maintenance treatments for city-owned art works. Routine art work maintenance includes these tasks: cleaning, waxing, graffiti removal (if graffiti can be removed with standard cleaning procedures) and removing/reapplying protective surface coatings. Provide AIC and professional standard maintenance treatment for each work. Maintain public art works to a high standard of cleanliness and appearance. Notify City staff of graffiti, vandalism or disrepair.

a. Subcontract with Qualified Art Professionals

If it is discovered that an art work needs routine care that you cannot sufficiently provide, notify City staff for approval to hire qualified subcontractors to perform the work.

5. Perform Art work Condition Reports (as needed)

Conduct an inspection of urban art work(s) on private property and temporary art works on City property and provide an art work condition report with digital photographs of the art work's current status, per the direction of City staff, on an as-needed basis, to ensure proper maintenance of the art work. Respond to questions private property owners may have about the condition report.

6. In-person Meetings

As part of its annual scope of services, the selected firm will be expected to: Attend up to three meetings with City staff and/or the City's Urban Art Subcommittee per year and prepare for and attend, if needed, one Arts and Cultural Affairs Commission and one City Council meeting.

G. PROPOSAL REQUIREMENTS

Proposals should be submitted no later than 5:00 PM on Wednesday, October 24, 2018. Incomplete and/or late proposals will not be considered. Please read all of the information listed carefully.

Interested parties should submit their complete proposal packages through the following online application: <https://form.jotform.com/82465825872165>

All proposals shall include the following information, organized as separate sections of the proposal. The proposal should be concise and to the point.

1. Consultant Identification

- a. Provide the name of the individual or firm, the individual or firm's principal place of business, and the name and telephone number of the contact person. Provide a brief narrative description of the individual or firm and general qualifications. (1-page maximum)

- b. Provide the names of principals that will perform the services and their resumes. (4-page maximum, per principal)

2. Project Understanding

Briefly respond how the individual or firm will address the above Scope of Work. (1-page maximum)

3. Related Project Information / References

List at least three (3) comparable projects completed for municipalities or other public agencies within the past five years and that best represent your experience listed under the scope of services. Include specific project name and location, client name/organization and contact person together with title, telephone number and email.

If applying as newly formed team, provide three (3) comparable projects completed for municipalities or other public agencies within the past five years for each member of the team. Include specific project name and location, client name/organization and contact person together with title, telephone number and email.

4. Sub-Contractors

If it is known that subcontractors will be hired to perform any part of the work for this project, include their names, contact information, and a resume and/or list of past projects for each subcontractor listed. (4-page maximum, per subcontractor listed)

5. Fee Proposal

- a. Submit an annual cost estimate to provide services for routine maintenance on city-owned art works.
- b. Submit an all-inclusive hourly rate for maintenance and/or conservation services. If fees differ for individuals in the team then list each individually. The all-inclusive rate should include any and all expenses needed to complete the Scope of Work such as: staff fee, services, materials, supplies, wages, and insurance.
- c. Provide an itemized list to indicate how many hours you believe are needed to maintain each art work, outlined in ATTACHMENT A, for one year.
- d. The fee proposal must apply over the entire term of the contract.

H. SELECTION PROCESS

Responses to the Request for Proposals will be evaluated and ranked according to the following criteria:

- 40% Experience in working with municipalities and/or public agencies to maintain public art works with a variety of materials and within a variety of locations
- Knowledge of current trends and methods in public art conservation

- Project Understanding
- 40% Fee Proposal
- 20% Ability to communicate effectively and efficiently
- Overall merit of proposal
- References

It is the City's intention that within six weeks following the deadline of the request for proposals, notification will be given to each respondent as to the status of their proposal. Following review of the proposals, the City may elect to interview some or all of the respondents, or may otherwise seek clarification of the materials submitted. The interview will be for the purpose of presenting the individual/team, discussion of the scope of work, and review of factors considered in the preparation of the proposal. The proposer may also provide clarification of submitted materials.

I. ATTACHMENTS

1. Attachment A - List of City-owned Urban Art Works + Temporary Public Art Works

The art works, their primary materials, their installation dates and locations are listed in ATTACHMENT A. Images of the art work and urban art work maps can be found on the City's website at: <https://www.weho.org/community/arts-and-culture/visual-arts/urban-art-program>

2. Attachment B - Copy of Standard Contract Template

A copy of the City's standard contract template for contractors and consultants is attached as ATTACHMENT B. The selected firm is expected to adhere to all obligations and provide the required insurance documents listed in this standard contract template. Exhibit A will be modified when the contract is awarded to align with the proposal from the selected vendor.

J. QUESTIONS

For all questions related to this Request for Proposals please contact Rebecca Ehemann, Public Art Coordinator, 323-848-6846, rehemann@weho.org.

K. ACCEPTANCE OR REJECTION OF PROPOSALS

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

At the sole judgment of the City, any proposals are subject to disqualifications on the basis of a

conflict of interest. Identify any person associated with the firm that has a potential conflict of interest. The City may not contract with a proposer if the proposer, or an employee, officer or director of the proposer's firm, or any immediate family member of the preceding, has served as an elected official, employee, board member or commissioner who influences decision making.

ATTACHMENT A – List of City-owned Urban Art Works + Temporary Public Art Works

The following is a list of City-owned Urban Art Works noting each art work's current condition and previous maintenance treatments. Images for the city-owned art works are available on the website here: <https://www.weho.org/community/arts-and-culture/visual-arts/urban-art-program>

1. Artist Name: Unknown

Title: *Rocky and Bullwinkle*

Date: 1961, fully restored in 2014

Type of Artwork: Sculpture

Materials: Fiberglass, ferrous metal, plaster, paint

Dimensions: 16' (H)

Location: Currently in storage, intended for permanent installation at Sunset Boulevard and Holloway Drive (anticipated installation end-2018)

Current condition: Good, will require annual routine maintenance once installed in its permanent location.

Previous maintenance treatments: In 2014 the artwork was fully restored. In 2018 the artwork was conserved and prepared for outdoor installation.

2. Artist Name: Paul Tzanetopoulos

Title: *Floraform*

Date: 1995

Type of Artwork: Mosaic

Materials: Porcelain tiles, grout

Dimensions: Approximately 7.5'-12' x 15' per area

Location: 8383 Santa Monica Boulevard (Kings Road Parking Structure), 4 floors of the elevator lobby and the elevator floor

Current condition: Good, will require annual routine maintenance and conservation in the next 3-5 years.

Previous maintenance treatments: In 2015 all of the mosaics were cleaned, damaged tiles were replaced, detached tiles were re-adhered, and grout was re-grouted and sealed.

3. Artist Name: Barbara McCarren

Title: *En Passant*

Date: 2000

Type of Artwork: Sculpture and Urban Design

Materials: Stainless steel, bronze, paint, granite, bamboo plants

Dimensions: Trellises - 102 ¾ " (H) x 23" (approx. diam.); fountain element: 3' cubed

Location: 7900 Santa Monica Boulevard (corner of Santa Monica Boulevard and Fairfax Avenue) in front of the Whole Foods parking lot.

Current condition: Fair, will require annual routine maintenance and conservation within the next 3-5 years.

Previous maintenance treatments: City maintenance staff currently trims the bamboo within the trellises.

4. Artist Name: Richard Turner

Title: *The Riddle of the Sphinx*

Date: 2001

Type of Artwork: Sculpture

Materials: Fiberglass, concrete, paint; lacquered bronze plaque

Dimensions: Sculpture – 3' H x 4' L x 14" W; Base – 50 ½ ' x 54' x 25'

Location: 7377 Santa Monica Boulevard (Plummer Park Community Center)

Current condition: Good, will require annual routine maintenance and conservation within the next 3 years.

Previous maintenance treatments: In 2007 the artwork was cleaned.

5. Artist Name: Bruce Odland

Title: *Tonic or Age of Noise*

Date: 2002

Type of Artwork: Sculpture

Materials: Cement blocks, metal cars, speakers, microphone

Dimensions: Two Cubes: 19.5" cubed; Pipe: approximately 6' L

Location: 8840 Santa Monica Boulevard

Current condition: Good, will require annual routine maintenance with possible conservation in the next 3-5 years.

Previous maintenance treatments: In 2013 the artwork was conserved including the following – sculpture was cleaned, sound component was repaired, new conduit was installed for the microphone cable, and corrosion on the anchoring feet was passivated. In 2017 the speakers were replaced with new ones, the original speaker fascia was replaced by a new sheet acrylic fascia, new conduit was installed, and the artwork was cleaned.

6. Artist Name: Steve Roden
Title: *with an ear to the earth*
Date: 2008
Type of Artwork: Sculpture
Materials: Patinated bronze, sheet metal (galvanized steel or aluminum), speaker
Dimensions: 4' (H) X 14" (L) x 14" (W)
Location: 1351 N. Havenhurst Drive (Havenhurst Park)
Current condition: Fair, will require routine maintenance and/or conservation within the next 2 years.
Previous maintenance treatments: none.

7. Artist Name: Karl Saliter
Title: *Tree Form*
Date: 2009
Type of Artwork: Sculpture
Materials: Bronze, stone, galvanized steel
Dimensions: Approx. 14' (H) x 7-8' in diameter
Location: 1140 N. Formosa Street (Formosa Park)
Current condition: Fair, will require annual routine maintenance and conservation within the next 2 years.
Previous maintenance treatments: none.

8. Artist Name: Brickstone Studios
Title: *Dodge House Art Wall*
Date: 2009
Type of Artwork: Bas-relief sculpture
Materials: Molded plaster, paint, cement
Dimensions: 53" (H) x 22' (L) x 15" (W)
Location: 1000 N. Kings Road (Kings Road Park)
Current condition: Good, will require annual routine maintenance.
Previous maintenance treatments: In 2015 the art work was cleaned, some hairline cracks were noted. In 2017 the artwork was cleaned with no major structural concerns noted, the hairline cracks did not appear to worsen from the previous treatment.

9. Artist Name: Leonard Cave

Title: *Untitled*

Date: 2009

Type of Artwork: Sculpture

Materials: Travertine stone

Dimensions: 71" (H) x 21" (W at base)

Location: 1000 N. Kings Road (Kings Road Park)

Current condition: Good, will require annual routine maintenance.

Previous maintenance treatments: The artwork was cleaned in 2015 and 2017.

10. Artist Name: Peter Shire

Title: *Murano*

Date: 2006-08, gifted to the City in 2009

Type of Artwork: Sculpture

Materials: Stainless steel and painted stainless steel

Dimensions: 80" L x 15" W x 138" H

Location: Santa Monica Boulevard Traffic Median (near Palm Avenue)

Current condition: Good, will require annual routine maintenance and/or conservation within the next 3-5 years.

Previous maintenance treatments: In 2015 the artwork was cleaned. In 2017 the City relocated the artworks to their current location and the artist repainted the work with tnemec paint.

11. Artist Name: Peter Shire

Title: *Rockin' Angel*

Date: 2005, gifted to the City in 2009

Type of Artwork: Sculpture

Materials: Painted stainless steel, porcelain enamel

Dimensions: Approximately 14' (H) x 37" (W) x 18" (D)

Location: Santa Monica Boulevard Traffic Median (near Palm Avenue)

Current condition: Good, will require annual routine maintenance and/or conservation within the next 3-5 years.

Previous maintenance treatments: In 2015 the artwork was cleaned. In 2017 the City relocated the artworks to their current location and the artist repainted the work with tmemec paint.

12. Artist Name: Shepard Fairey

Title: *Peace, Freedom, and Creativity*

Date: 2011

Type of Artwork: Mural

Materials: Wallpaper, stencil, newspaper, paint, adhesive

Dimensions: Approximately 16' (H) x 38' (L)

Location: 625 N. San Vicente Blvd. (located inside at the lobby for the City Council Chambers at the West Hollywood Public Library).

Current condition: Fair, will require annual routine maintenance and conservation work in the next year.

Previous maintenance treatments: In 2013 the artwork was cleaned and stabilized. The mural was subjected to moderate damage along its bottom edge from a flood in the lobby in 2016. The artist expressed interest in participating in the conservation of the mural but thus far the City has not been successful in coordinating the conservation effort with the studio.

13. Artist Name: David Wiseman

Title: *Platanus Bibliotechalis*

Date: 2011

Type of Artwork: Sculpture

Materials: Porcelain, plaster, bronze, copper, brass, steel, paint

Dimensions: Approximately 60' (H) x 30' (L)

Location: 625 N. San Vicente Blvd (located in the stairwell of the West Hollywood Public Library)

Current condition: Good, will require annual routine maintenance and conservation work in the next year.

Previous maintenance treatments: None. There are localized areas of adhesive on select surfaces of the cast porcelain bark that has yellowed over time and is now visible. The City desires to clean the entire sculpture and address the yellowed adhesive. Due to the location of the sculpture it is most desirable to conduct the work when the Library is closed for a long period of time. The City, in coordination with Library Staff, has identified the weekend, June 6-9, 2019 to conduct the conservation work. It is critical that the work be executed during this window of time and close coordination will be required.

14. Artist Name: Rebecca Lowry

Title: *Regard.*

Date: 2010

Type of Artwork: Sculpture

Materials: UV screen ink, retroreflective film on aluminum panels, galvanized steel posts

Dimensions: 18" (H) x 12" (L) per sign (does not include post), 11 signs total

Location: City-wide

Current condition: Fair, this artwork was originally installed as a temporary art project. In 2017 the Arts and Cultural Affairs Commission approved the acquisition of the project into the City's urban art collection. The City is working with the artist to refabricate the entire project for reinstallation in 2019. Once the new work is installed annual routine maintenance will be required.

Previous maintenance treatments: none.

15. Artist Name: Unknown

Title: Virginia Court Motel Diver

Date: 2008

Type of Artwork: Sculpture

Materials: Neon tubing, stainless steel sheet and posts

Dimensions: Approximately 12' (H)

Location: Median of Santa Monica Blvd, 8200 block, temporary location

Current condition: Fair, will require conservation within the next year. The City intends to relocate the sculpture from its temporary location to the new West Hollywood Aquatic and Recreation Center, 647 N San Vicente, when construction is complete (anticipated end of 2019-early 2020). The City would like the artwork conserved prior to its final installation at the new location.

Previous maintenance treatments: In 2016 the baseplate was treated for iron corrosion and repainted, and new transformers were installed inside of the art work. The artwork has been treated several times since 2016. In 2017 one of the neon tubes was replaced after it had broken.

16. Artist Name: Tsipi Mani

Title: *Doggie Dog (Homage to Giacometti)*

Date: 2013

Type of Artwork: Sculpture

Materials: Patinated bronze, aluminum base

Dimensions: 5' (H) x 9' (L) x 2.5' (W)

Location: 625 N. San Vicente Blvd.

Current condition: Good, will require annual routine maintenance and may require conservation in the next 3-5 years.

Previous maintenance treatments: The artwork was cleaned in 2017.

17. Artist Name: Ned Kahn

Title: *Net of Indra*

Date: 2015

Type of Artwork: Sculpture

Materials: Crystal spheres, stainless steel cables/wire

Dimensions: Approximately 35' (H) x 20' (W)

Location: 1085 N. Sweetzer Avenue (West Hollywood Automated Parking Garage elevator bay)

Current condition: Excellent, will require routine maintenance within the next 3-5 years.

Previous maintenance treatments: none.

Temporary Public Art Works

1. Temporary public art installations:

The temporary art installations in the City's parks and medians will need to be cleaned on an as needed basis. Artworks are typically installed for periods of 6 months-3 years. In general there are 9-12 new temporary art installations each year. More information about the current exhibitions can be found here: <https://www.weho.org/community/arts-and-culture/visual-arts/art-on-the-outside>.

2. Artist Names: Retna, Kenny Scharf

Title: West Hollywood Library Murals

Date: 2011

Type of Artwork: Murals

Materials: aerosol paint; A UV/anti-graffiti coating was applied to these works upon installation (expected lifespan of 8-10 years).

Dimensions: varies, approximately 50 x 50 feet.

Location: 625 N San Vicente Blvd (exterior of the West Hollywood Library Parking Garage)

Current condition: Fair, will require routine maintenance in the next 2 years to coordinate with the opening of the new West Hollywood Aquatics and Recreation Center. The installation originally included an additional mural by Shepard Fairey but this art work will be covered by the new West Hollywood Aquatics and Recreation Center currently under construction.

3. Artist Name: Ramiro Gomez

Title: The Caretakers (Los Cuidadores)

Date: 2012

Type of Artwork: Mural

Materials: acrylic paint on concrete

Dimensions: 9 ½' (at its tallest point) H x 58' L (dimensions for the height are variable as the wall slopes)

Location: 647 N San Vicente Blvd. (West Hollywood Park)

Current condition: Good, will require annual routine maintenance and the application of a Muralshield Preservation Solution on the entire artwork.

Previous maintenance treatments: In 2017 the artist touched up superficial damage to the mural.

ATTACHMENT B – Sample Agreement for Services

CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

This Agreement is made on this [REDACTED]th day of [REDACTED], 2016, 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 Company, 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 June 30, 20[REDACTED] 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 \$[REDACTED] for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.
 5. **CONTRACT ADMINISTRATION.**
 - 5.1. **The CITY's Representative.** Unless otherwise designated in writing, [REDACTED], 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, [REDACTED], 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. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.
- 8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.
- 8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
- 8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.
- 8.2.8. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

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

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

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

13. **LIVING WAGE ORDINANCE.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.
14. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of contractor's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.
15. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
16. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.
17. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
18. **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
AGREEMENT FOR SERVICES**

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

Attention: _____

CONTRACTOR:

Organization Name
Street Address, City State ZIP

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 ____ day of _____, 20__.

CONTRACTOR:

Name, Title

CITY OF WEST HOLLYWOOD:

Department Director

Paul Arevalo, City Manager

ATTEST:

Yvonne Quarker, City Clerk

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES
Exhibit A**

Scope of Services:

Include specific tasks, in-person meetings, interim work products (if any) and at least one final work product (e.g., a report or memo).

Time of Performance:

Include a schedule or timeline for delivering interim and final work products. May include specific dates or the number of weeks (e.g., within 30 days of project initiation).

Special Payment Terms:

NONE

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

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

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

Exhibit B

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

| | |
|-----------------|---|
| <i>TO:</i> | City of West Hollywood |
| <i>SUBJECT:</i> | Sole Proprietor/Partnership/Closely Held Corporation with No Employees |

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

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

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

Contractor Signature _____

Printed Name of Contractor _____

Date _____