

REQUEST FOR PROPOSALS

CITY OF WEST HOLLYWOOD ARTS DIVISION

PUBLIC ART EXHIBITION

(Santa Monica Boulevard at Doheny Drive Median)



Date Released: April 21, 2022

Deadline to Apply: July 6, 2022



City of West Hollywood
California 1984

City of West Hollywood
Economic Development Department
Arts Division
weho.org/arts
[@wehocity](https://www.instagram.com/wehocity) [@wehoarts](https://www.instagram.com/wehoarts)

Above: *Meringue* by Kiduck Kim, exhibited at the Santa Monica Boulevard at Doheny median in West Hollywood from May 2021 – July 2022.

A. PURPOSE AND INVITATION TO SUBMIT PROPOSALS

The City of West Hollywood, through its Arts Division, requests proposals from professional artists, curators, or non-profit arts organizations, to curate and install a temporary public art exhibition at the Santa Monica Boulevard at Doheny Drive median. Proposals may be artistic, cultural, or popular in nature and may (but are not required to) feature themes related to the City's unique history. Proposals will be evaluated on the artistic merit, potential visual enjoyment, innovation/risk in concept and technical approach, and prospective social interaction. Artworks should have both a strong daytime and nighttime presence.

Individual artists, independent curators, and/or curators representing non-profit art organizations are invited to develop proposals for an engaging temporary public art exhibition for the City's primary outdoor exhibition space. Qualified applicants will have experience and capability to perform the tasks described in the Scope of Work, Attachment A.

Artworks included in the exhibition proposal should be able to withstand the natural elements and be ready to install in a public setting. Delicate artworks that may be vulnerable to the elements and/or public interaction are not advisable for this setting.

The City will prepare the site, remove existing foundations, remove/relocate existing light elements, and construct new foundations to receive the approved public art exhibition. The term of this exhibition is expected to begin in Spring 2023 and conclude in June 2025, with the possibility to extend longer.

B. CULTURAL EQUITY STATEMENT

The City of West Hollywood's Arts Division and Arts and Cultural Affairs Commission believe that all people in the City of West Hollywood have the right to celebrate and engage in meaningful and relevant arts and cultural experiences. Each member of the community should have access to the arts which reflect and nurture individual identities, affirm personal value, and foster belonging in the community. Arts and culture are foundational to quality of life and vibrant and resilient communities. Arts and culture have the power to enhance inclusion, engagement, and diversity, and contribute to positive outcomes across civic life. The right to participate freely in the cultural life of the community is recognized as a basic human right.

The Division and Commission's definition of diversity includes all ways in which people differ, including but not limited to, race, ethnicity, gender, socioeconomic status, education, age, gender identity, gender expression, sexual orientation, ability, geography, citizenship status, religion, language, physical appearance, and the intersection of these various identities.

C. ELIGIBILITY

This is an open call to arts professionals based in the United States. BIPOC, women, LGBTQ+, and West Hollywood-based applicants are especially encouraged to apply. Proposals submitted by individuals or non-profit art organizations who have demonstrated abilities in curating, planning, implementing, and managing dynamic public art exhibitions will be considered. The qualified candidate will have strong organizational skills, excellent written communication skills, and experience in organizing exterior art installations of similar scope.

D. BUDGET

Proposals should include a competitive bid for the anticipated scope of work to include an all-inclusive budget to cover all costs associated with the exhibition including, but not limited to, artist fees, preparation of artworks for exhibition, engineering fees, transportation of artworks, installation, and de-installation services. The applicant should identify if they are prepared to provide structural engineering and electrical engineering documents or if they will require assistance from the city.

The City will remove existing foundations and remove/relocate light elements, to reconfigure the site to receive the approved public art exhibition. In addition, the City will provide installation of the new foundations, lighting, or other electrical requirements for the artworks. If the applicant is not able, the City will produce structural engineering documents for new foundations and electrical engineering documents for lighting elements required for the selected exhibition. The City will provide professional graphic design and photographic services for web based content, signage, and didactic material to accompany the exhibition, and fabricate and install such signage.

E. DEADLINE

Proposals should be received no later than **5:00 PM PST on Wednesday, July 6, 2022.**

F. SCHEDULE

The following dates represent the City's best estimate of the schedule that will be followed. The City reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

April 21, 2022	Request for Proposals Released
July 6, 2022	Deadline for Submissions
July 28, 2022	Art on the Outside Subcommittee review of proposals
August 5, 2022	Finalists notified/invited to present on September 22
September 12, 2022	Deadline for finalists to submit presentation materials
September 22, 2022	Art on the Outside Subcommittee Presentation
October -Dec 2022	Contract execution, exhibition preparation, structural engineering and electrical engineering review, landscaping plans
Spring 2023	Installation
June 2025	Exhibition concludes, deinstallation

G. LOCATION - SITE DETAILS

The location is a minimally landscaped traffic median on Santa Monica Boulevard between Doheny and Almont drives. The exhibition space offers an opportunity for the artwork to be viewed by approximately 50,000 people every day who enter and exit the City daily by car through its main western gateway. The site is open to the public without dedicated staff posted continuously to monitor the space.

Google Maps: 3JJ6+MF West Hollywood, California (copy and paste this plus code into the search bar of google maps)

There are several existing concrete foundations of various sizes located on the median. The City is prepared to remove the existing foundations in preparation for the selected exhibition. This project is intended to re-envision the use of the median for a new exhibition therefore the configuration and placement of works in the exhibition is completely open.

H. SCOPE OF WORK

The selected applicant will be responsible for the temporary public art exhibition as described in Attachment A, Exhibit A.

I. PROPOSAL REQUIREMENTS

Please read all the information listed carefully. Incomplete and/or late proposals will not be considered.

Interested parties should submit their complete proposal packages through the online application: <https://form.jotform.com/221097007505146>

All proposals must be clear, succinct, and organized. The entire submittal package should be provided in one PDF. All submittals will be evaluated on the completeness and quality of the content. Only those proposals that provide complete information, as listed below, will be considered for evaluation.

1. Cover Letter

A cover letter should summarize key elements of the proposal and include the primary contact person's name, address for the principal place of business, and the primary contact's email and telephone number. (1-page maximum)

2. Art Exhibition Proposal

Describe the concept and curatorial vision for the proposed exhibition in West Hollywood, name(s) of the artist(s), link to view an artist's portfolio of existing work, and images of the proposed artwork(s) to include in the exhibition.

3. Project Understanding

Provide a detailed description of how the consultant will address the Scope of Work and describe experience with similar projects. This should include a detailed description of specific tasks or information that you will require from City staff. (2-page maximum)

4. Consultant Identification

Provide the name(s) of consultant(s) that will perform the services and their resume(s). (4-page maximum, per consultant)

5. Visual Portfolio

Provide a visual portfolio of up to ten (10) images of completed projects. Include the specific project name and location, client name/organization and contact person together with title, organization, address, telephone number, email,

artist(s) name, artwork title, dimensions, media, year of completion and a brief description of each image.

If applying as newly formed team, provide a visual portfolio of up to five (5) images of completed projects per team member. Include the specific project name and location, client name/organization and contact person together with title, organization, address, telephone number, email, artist(s) name, artwork title, dimensions, media, year of completion and a brief description of each image.

6. Sub-Contractors

If it is known that sub-contractors 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)

7. Fee Proposal

Include an itemized, not-to-exceed, project budget for all services and associated fees. The line-item budget should include a brief explanation of services or costs associated with the exhibition. Allowable expenses include, but are not limited to, curatorial fee, artist fees, administrative services, engineering, or lighting design services (if included in proposal), preparation of art works for exhibition, insurance, transportation of art elements, installation services, de-installation services, and a contingency. Provide an explanation of any assumptions, specifically City support services, made in calculating the project costs.

If a sub-contractor will be utilized, the consultant shall indicate what portion of the work the sub-contractor would be responsible for and shall list their services in the line-item budget.

The fee proposal must apply over the entire term of the contract which is currently estimated to be 30 months. If an exhibition is extended beyond 30 months, the City and Consultant will negotiate terms of that extension.

8. Acknowledgement of the Contract Terms and Conditions

Applicants will be required to check a box on the application form to acknowledge that they have reviewed the contract requirements. If there are questions or concerns about the contract terms and conditions the applicant should include their questions in their application proposal.

J. SELECTION PROCESS

All submittals will be evaluated on the completeness and quality of the content. Only those proposals that provide complete information will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

City of West Hollywood Arts Division staff will convene to review submissions through this request for qualifications. Staff will generate a short list of proposals to present to the Art on the Outside Subcommittee for final consideration.

The Art on the Outside Review and Evaluation Criteria will be used to evaluate the proposals. In addition, the City may use the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

- **Curatorial Statement** – ability to articulate the exhibition concept in a clear and understandable statement.
- **Aesthetics** – Proposals will be evaluated on the artistic merit, potential visual enjoyment, innovation/risk in concept and technical approach, and prospective social interaction.
- **Experience** – Proven professional qualifications of the applicant team and experience as demonstrated through previous work. Experience working with municipalities and/or public agencies is desirable but not required. To the extent applicable, the artist's past work, and if it demonstrates the level of craftsmanship needed to realize the proposed project.
- **Public Safety, Materials, Maintenance and Structural Integrity** – Proposals will be evaluated to ensure that they do not present a hazard to public safety.
- **Proposed Budget** – Budget to reflect a comprehensive understanding of all costs associated with an exhibition of this type.

Following the review of the proposals, the Art on the Outside Subcommittee will select up to 3 respondents to present their proposals at a future Subcommittee meeting. The presentation will be for the purpose of presenting the exhibition, 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. 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.

K. ABOUT THE CITY OF WEST HOLLYWOOD

The City of West Hollywood 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. The City is home to a young, diverse, and vibrant community. Its progressive spirit and creativity have put it as the forefront of culture, fashion, hospitality, entertainment, and design. Its variety of residential neighborhoods, commercial districts and public amenities has made it one of the most desirable places to live, work and visit in Southern California.

West Hollywood is home to approximately 35,000 residents and over 3,500 businesses. The weekend population swells from nearby communities who take advantage of shopping, dining, and entertainment. It is densely populated and is a high traffic area. Approximately 40% of the City's residents identify with the LGBTQ community, 10% are Russian-speaking immigrants, and close to 20% are older adults. The City's main industries are hospitality (hotels, restaurants, and nightclubs), entertainment (production, post-production, and related uses) and arts and design (fashion, furniture, and art galleries). Its business community reflects the City's artistic richness and support of individuality, diversity, and creativity.

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

L. INSURANCE AND CONTRACT REQUIREMENTS

During the term of the contract with the City the applicant shall procure and maintain insurance of the types and to the limits and confirming to requirements as specified in the City's standard contract template for contractors, ATTACHMENT A. No work shall begin until evidence of insurance is submitted to the city's satisfaction and an agreement is executed. The selected applicant, and subcontractors to the applicant, is expected to adhere to all obligations and provide the required insurance documents listed in this standard contract template. The contract will be modified when the contract is awarded to align with the proposal from the selected consultant.

M. QUESTIONS

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

N. 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, 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.

O. ATTACHMENT

ATTACHMENT A: Copy of Contract Template

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

CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES

This Agreement is made on this [REDACTED]th day of [REDACTED], 2020, 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 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 in accordance with the completion date of the phases outlined in Exhibit A, 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. The CITY shall have sole responsibility for obtaining any and all rights, permits, leases, permissions and access necessary for the ARTWORK to be installed and displayed at the site as contemplated herein.
- 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 CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on CONTRACTOR’s behalf upon the CONTRACTOR’s failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by City due to the breach.
- 8.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.
- 8.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
10. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 10.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor

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

- 10.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.
- 10.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.
- 10.4. **Code of Ethics.** CONTRACTOR hereby affirms that it will abide by the provisions of the West Hollywood Code of Ethics throughout the term of this Agreement. A copy of the Code of Ethics is attached as Exhibit E.
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.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

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. **CONTRACTORSHIP 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. **THE ARTIST'S WARRANTY.** The CONTRACTOR represents and warrants to the CITY that the artist's performance at the performance location on the performance date shall not violate or infringe upon the trademark, trade name, copyright, literary, dramatic, musical, artistic, personal, private, civil, "*droit moral*" or property right or rights of privacy or any other right of any person or entity.
19. **USE OF THE CONTRACTOR'S NAME/LIKENESS.** The CONTRACTOR authorizes the CITY to use the CONTRACTOR and artist's name, likeness and biographical information for purposes of promoting the CITY's event through press releases, advertisement, direct mail pieces, public service announcements and any other methods chose by the City. The CONTRACTOR authorizes the CITY, at its sole discretion, to broadcast the event and/or replay the broadcast of the event or portions

of the event on the City's cable-TV channel, streaming media platform or social media platforms.

20. **INTELLECTUAL PROPERTY.** Except as expressly provided herein, no right, property, license, permission or interest of any kind in or to the use of any trademark, trade name, domain name, logo, design or other copyrighted materials including footage, photography and related art material (collectively referred to as "Intellectual Property") owned or used by a party is or is intended to be given or transferred to or acquired by the other party by the execution, performance or nonperformance of this Agreement or any part thereof. Each party acknowledges that the other party's Intellectual Property are considered to be valuable and that it (or its licensors) claims to own all worldwide right, title and interest therein and thereto (including, without limitation, all copyrights, patents, trademarks, trade secrets, know-how, patent registration rights and any other proprietary or other rights). Each party agrees that it shall not use the Intellectual Property of the other party for any purpose other than for purposes of advertising and marketing the event or as specifically set forth in this Agreement.

Without limiting any other provision hereof, City shall have the right but not the obligation to use all Promotional Materials, including without limitation, the Event footage, in any and all media, now known or hereinafter devised, in perpetuity, throughout the universe, without additional compensation to any party, provided that any such use of such Promotional Materials shall be for promotional or educational purposes only.

21. **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.
22. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

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

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

Attention: _____

CONTRACTOR:
Organization Name
Street Address, City State ZIP

Attention: _____

23. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
24. **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.
25. **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.
26. **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.
27. **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.
28. **TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Agreement.

**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:

John Leonard, Economic Development Department Director

David Wilson, City Manager

ATTEST:

Melissa Crowder, City Clerk

CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

Exhibit A

Scope of Services:

(Name of contractor) (the "CONTRACTOR") shall deliver the Art Work exhibition (title of exhibition) by artist(s) (name of artists) on the traffic median at Santa Monica Boulevard and Doheny Drive for a temporary exhibition, as described in Exhibit D and attached hereto and incorporated herein (the "Exhibition").

GENERAL REQUIREMENTS

1. CONTRACTOR shall complete the exhibition design, installation and deinstallation within the approved budget and schedule.
2. The exhibition must be able to withstand the natural outdoor elements, require minimal to no maintenance, and adhere to public safety requirements.
3. The exhibition shall take place from the time it is installed through June 30, 2025. Any change to the exhibition period shall be approved by both parties through written amendment to this Agreement.
4. CONTRACTOR understands that the exhibition will be in a public location. The City shall exercise the same care with respect to the exhibition as it does in safekeeping comparable property of its own at such locations.
5. CONTRACTOR shall serve as a liaison and intermediary between the City, participating artist(s), and Contractor's subcontractors.
 - a. CONTRACTOR shall identify contract with subcontractors to fulfill the requirements of the exhibition. Subcontractors will be subject to the same insurance requirements and terms and conditions as the prime contract.
 - b. All subcontractors involved with the installation or deinstallation of the exhibition are subject to the approval by the City and shall meet the minimum insurance requirements to perform the work, as listed in Section 10 of the Agreement. CONTRACTOR will provide insurance certificates for all subcontractors a minimum of 30 days in advance of the installation and deinstallation. All subcontractor's insurance certificates must be approved by the City prior to work.
6. CONTRACTOR shall attend meetings with the City to coordinate the exhibition, as requested. It is anticipated that the project will require a minimum of three meetings with a City Representative prior to the installation of the exhibition (in-person or virtual, TBD) and one site meeting after the installation to fine tune any lighting or electrical components of the exhibition.
7. CONTRACTOR shall adhere to the schedule provided by the CITY. Schedules are subject to change. CITY will notify the CONTRACTOR of schedule changes. Payment amount to the CONTRACTOR shall not increase if schedule changes.
8. CONTRACTOR acknowledges that an essential element of the CONTRACTOR's

services is coordination with the CITY and other stakeholders as assigned.

FINAL ART PLAN REQUIREMENTS

9. CONTRACTOR agrees to understand and adhere to safety requirements of the CITY in the design of the exhibition. CITY will inform the CONTRACTOR about safety issues and expectations.
10. CONTRACTOR shall further detail the concept proposal for the exhibition and submit the following which describes the Final Art Plan:
 - a. Budget - Detailed and itemized budget to include:
 - i. CONTRACTOR fees for design, production and oversight during fabrication and installation.
 - ii. Insurance: General liability, Auto, and Workers Compensation.
 - iii. Anticipated travel expenses for the duration of the project.
 - iv. Structural and Electrical Engineering.
 - v. Fabrication and labor (include sources and quotes).
 - vi. Installation costs and construction materials/equipment.
 - vii. Transportation of art elements.
 - viii. Contingency.
 - ix. And any other costs, not to exceed the fixed artwork commission.
 - b. Artwork Details
 - i. Complete list of materials and spec sheets for the exhibition.
 - ii. Methods for fabrication of the exhibition.
 - iii. Details for finishes and attachments of the exhibition.
 - iv. Recommendations for routine maintenance.
 - c. Installation Plan - In consultation with the City, determine:
 - i. Detailed description of how the art elements will be installed.
 - ii. Itemized list identifying responsibilities for site preparation and installation of the exhibition.
 - iii. Itemized list of all equipment required for installation of the exhibition.
 - iv. Schedule for installation.
11. CONTRACTOR shall present the Final Art Plan to city staff and the Art on the Outside Subcommittee of the Arts and Cultural Affairs Commission for feedback and direction on the project.
12. CONTRACTOR shall submit wet stamped structural engineering drawing sets of the exhibition for review and approval by a City Building Official. Drawings shall detail the exhibition, and include general notes, plans, elevations, sections, and details.
13. CONTRACTOR shall submit stamped electrical engineering drawings for the exhibition for review and approval by a City Building official. Drawings shall detail the equipment and attachments/electrical connection points to the City's current infrastructure.

- a. ALTERNATIVE to 7+8 – CONTRACTOR shall review and approve structural and electrical engineering documentation for the exhibition provided by the CITY.

INSTALLATION AND DEINSTALLATION REQUIREMENTS

14. CONTRACTOR shall coordinate with City to administer the installation and deinstallation of the artwork exhibition.
15. CONTRACTOR will promptly inform the City of any delays in the schedule.
16. CONTRACTOR shall perform all services and furnish all supplies, materials and equipment as necessary for the installation of the exhibition, including but not limited to permits, insurance, materials, labor, tools, equipment, subcontractors, transportation and shipping, and all other items incidental to producing a complete and acceptable exhibition.
17. CONTRACTOR shall be on-site for the installation to coordinate, supervise, and provide technical advice and guidance to the subcontractors to insure proper handling and installation of the exhibition, as necessary.
18. CONTRACTOR shall bear the cost for the fabrication, shipping, and delivery of the exhibition, installation, deinstallation, and pickup and return of the exhibition to the CONTRACTOR.
19. CONTRACTOR shall bear the costs of “wall to wall” art insurance for the exhibition to provide coverage for transportation, and unforeseen sudden physical loss or damage from various causes while the exhibition is on display for the duration of the agreement.
20. CONTRACTOR shall monitor the artworks during the exhibition and troubleshoot any maintenance or conservation issues that arise. Should CONTRACTOR be notified by CITY of any issues that arise during the exhibition, CONTRACTOR shall similarly troubleshoot those issues.

EXHIBITION COLLATERAL AND PRESS

21. CONTRACTOR shall provide information to the City that is necessary for the development of exhibition collateral including artist(s) biographies, curatorial statement, artwork specs, and other information as requested by City staff.
22. CONTRACTOR shall review the city designed collateral materai for accuracy.
23. CONTRACTOR shall participate in public relations, news, community education and other media inquiries associated with the exhibition.

Time of Performance:

CONTRACTOR will complete the scope of work by the following Milestones:

- October 15, 2022 Issuance by City of West Hollywood of Notice to Proceed
- November 2022 Final Art Plan delivered to City for review
- November 2022 Final Art Plan presentation to Art on the Outside Subcommittee
- TBD Installation of Exhibition
- Summer 2025 Deinstallation of Exhibition

City will make every effort to promptly notify the CONTRACTOR of changes in the schedule.

Special Payment Terms:

As defined in the Agreement the CONTRACTOR shall be paid a fee not to exceed the amount of \$ [redacted] as specified in Section 4.0 therein. Invoices will be processed in accordance with the City's check payment schedule. The CONTRACTOR should anticipate that payment will take 45 days from receipt of invoice. The CONTRACTOR shall be responsible for all Federal and State income taxes associated with this Agreement, as well as any sales, use or privilege tax which might be assessed.

All expenses incurred by the CONTRACTOR are included in this fee and request for payment shall be made on a milestone basis, accompanied by a progress report and invoice.

1. \$ [redacted] upon execution of contract and issuance of Notice to Proceed.
2. \$ [redacted] upon approval of Final Art Plan from the Arts and Cultural Affairs Commission.
3. \$ [redacted] upon approval of installation of the exhibition.
4. \$ [redacted] upon deinstallation of exhibition.

**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 _____

CITY OF WEST HOLLYWOOD CODE OF ETHICS FOR CONTRACTORS

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

Policy 1. CONTRACTORS shall be committed to the CITY.

Rules:

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

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

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

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

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

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

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

**CITY OF WEST HOLLYWOOD
CODE OF ETHICS FOR CONTRACTORS**

Policy 2. CONTRACTORS shall be committed to fiscal integrity.

Rules:

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

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

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

Rules:

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

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

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

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

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

Approved by City Council Minute Order on February 3, 2020