



**CITY OF WEST HOLLYWOOD**

**REQUEST FOR PROPOSALS  
PARKING MANAGEMENT SERVICES  
JUNE 21, 2023**



**CITY OF WEST HOLLYWOOD  
REQUEST FOR PROPOSALS  
PARKING MANAGEMENT SERVICES**

**PUBLIC NOTICE IS HEREBY GIVEN** that the City of West Hollywood as AGENCY, invites Requests for Proposals (RFP) for the above stated services and will only receive such proposals no later than the hour of **3:00 P.M., Thursday, August 3, 2023.**

The City of West Hollywood is inviting proposals from qualified individuals or firms interested in providing PARKING MANAGEMENT SERVICES for an initial term of five and a half years with two (2) one-year extensions to be exercised at the City's sole discretion.

**Instructions**

A Copy of the RFP can be downloaded from the City's website at:  
<https://www.weho.org/city-government/city-clerk/public-notices/rfp-rfq-bid-notices>

Proposals must be submitted electronically on the City's bid portal:  
<https://www.weho.org/city-government/city-departments/public-works/bids>

**SCHEDULE**

Distribution of bid document (RFP)	June 21, 2023
Mandatory Pre-proposal Meeting	July 19, 2023
Deadline to submit questions	July 20, 2023
City response to questions	July 26, 2023
Proposal due date	August 3, 2023
Proposal evaluation	August 4 – 17, 2023
Presentations with selected vendors	August 23, 2023
City Council approval of contract	October 23, 2023
Contract start date	January 1, 2024

**MINIMUM QUALIFICATIONS**

Contractor must be a responsible firm or individual that has provided services for the relevant requirements contained herein for at least five (5) consecutive years. Less than the minimum required experience will eliminate that proposer from further consideration.

**EVALUATION CRITERIA**

1.	Firm's Capabilities & Attributes	20 points
2.	Key Personnel	20 points
3.	Operations Plan	20 points
4.	Presentation & Responsiveness to RFP	20 points
5.	Cost Proposal	20 points
	Total	100 points

**OWNER'S RIGHTS**

The City of West Hollywood reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposals should it deem this necessary for the public good, and also the proposal of any Proposer who has been delinquent or unfaithful in any former contract with the City of West Hollywood and to take all proposals under advisement for a period of ninety (90) days. No proposer may withdraw its proposal for a period of ninety (90) days after the date from the opening thereof. The award of contract, if made, will be in accordance with the evaluation criteria provided in the specifications.

Point of contact for this project is Bill Bortfeld at 323-848-6349 or via email at [bbortfeld@weho.org](mailto:bbortfeld@weho.org)

BY ORDER OF the City of West Hollywood.

By: \_\_\_\_\_

City Clerk

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## **CITY BACKGROUND**

The City of West Hollywood is like no other city in the world. Located in the heart of metropolitan Los Angeles, the City was incorporated in 1984 by a unique collaboration of people including LGBTQ activists and advocates for affordable housing. At only 1.9 square miles, West Hollywood is a robust economic and cultural center instilled with idealism, creativity, and innovation. A spirit of community activism and civic pride thrives in West Hollywood for many of its approximately 35,000 residents. The city has a strong progressive political voice and is filled with rich history. Tourists from all over the globe visit West Hollywood for its iconic destinations such as The Sunset Strip and historic Route 66. The city's thriving creative and entertainment communities set trends in design, dining, music, fashion, art, and architecture. Check out more at [www.weho.org](http://www.weho.org) and follow @wehocity on social media.



The City operates as a “contract city,” using private firms and other governmental agencies to provide some of the traditional municipal services to the community. The City provides general governmental services, such as planning, public works, rent stabilization, parking, and recreation services. The County of Los Angeles continues to provide library services and fire services, independent of the City. Law enforcement services are provided by the Los Angeles County Sheriff's Department and are administered by the City's Community Safety Department.

## **OBEJCTIVE**

The City of West Hollywood (CITY) invites qualified professional parking firms (CONTRACTOR) to submit proposals to provide parking management services for the City's owned and operated parking structures and lots (Facilities), and for special event parking within the City limits. The CITY hosts many high-profile special events including the world-renowned L.A. Pride Festival, Halloween Carnival, Elton John AIDS Foundation Academy Award Viewing party, and the HBO Emmy Awards viewing event.

CONTRACTORs are invited to submit a proposal for the operation and management of the Facilities and special events, according to **Exhibit 2**.

The following information is provided for reference:

- Exhibit 1 – Map of Parking Facilities
- Exhibit 2 – Parking Facility Information
- Exhibit 3 – Operating Hours and Staffing Schedule

### **MINIMUM QUALIFICATIONS**

Proposer must be an individual or firm that has provided continuous services for the relevant requirements contained in this RFP for at least five (5) years.

### **Mandatory Pre-proposal Meeting**

Firms wishing to submit proposals must attend a pre-proposal meeting at 11 a.m., Wednesday July 19, 2023, West Hollywood City Hall. Interested parties who do not attend the pre-proposal meeting will be disqualified.

### **SCHEDULE**

Distribution of bid document (RFP)	June 21, 2023
Mandatory Pre-proposal Meeting	July 19, 2023
Deadline to submit questions	July 20, 2023
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Proposal due date	August 3, 2023
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City Council approval of contract	October 23, 2023
Contract start date	January 1, 2024

### **PROPOSAL EVALUATION CRITERIA**

1.	Firm's Capabilities & Attributes	20 points
2.	Key Personnel	20 points
3.	Operations Plan	20 points
4.	Presentation & Responsiveness to RFP	20 points
5.	Cost Proposal	20 points
	Total	100 points

### **SCOPE OF SERVICES**

See Exhibit A.

## **TERM OF AGREEMENT**

The term of the Agreement awarded as part of this RFP process will be five and a half years commencing on January 1, 2024, and ending on June 30, 2029. The CITY may negotiate two (2) additional two-year terms with the selected vendor at the conclusion of the original term if satisfied with the performance of the CONTRACTOR.

## **DEFINITIONS**

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

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

The words “CONTRACTOR,” “contractor,” “proposer,” “respondent” or “vendor” means the person, firm, or corporation submitting a proposal on these specifications, or any part thereof.

The word “Services,” “Contract Services” or “Scope” means the work assigned to the CONTRACTOR as set forth in “Exhibit A,” attached hereto and incorporated herein by reference.

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

## **PROPOSAL CONTENT**

### **1.0 Firm’s Capabilities & Attributes**

- 1.1 Provide the legal name and address of the corporation, limited liability company, limited partnership, or individual responding to the RFP.
- 1.2 Provide the name, title, and contact information of the Firm’s Representative.
- 1.3 Provide a brief overview and history of the firm, including years providing parking management services.
- 1.4 Provide a list of all parking facilities currently managed by your firm within a 25- mile radius of the City of West Hollywood. Include the name and address of the facility and the name of the Parking Access Revenue Control System (PARCS).
- 1.5 References: Provide the name, title, email address, and phone number of at least three (3) clients for which similar services have been provided in the past three years.
- 1.6 Disclose the name, location, and dates of any contracts or agreements in the Southern California market that have been terminated prior to the expiration date within the past five years.
- 1.7 Disclose all current or pending litigation against your firm and the outcome.
- 1.8 Provide a statement of income, balance sheet, and statement of changes in financial position, including notes thereto prepared by an independent Certified Public Accountant. The financial statements should be as of or the period ending on the last day of your most recently completed fiscal year or the preceding fiscal year. For firms that are not publicly owned, all financial information provided should be marked “confidential.”
- 1.9 Provide three banking or credit references.

### **2.0 Key Personnel**

- 2.1 Provide an Organizational Chart
- 2.2 Identify the individual from the company whose primary responsibility will be to coordinate all phases of the contract with the CITY.
- 2.3 Identify the operations team, including executives, support staff, and onsite manager/s and supervisor/s.
- 2.4 Provide resumes of key personnel.

### 3.0 Operations Plan

- 3.1 Provide a transition plan (if applicable) including tasks, assignments, timelines, and deliverables.
- 3.2 Provide a staffing plan with proposed schedule and proposed manager and supervisor/s.
- 3.3 Provide a copy of the firm's employee recruitment and training program.
- 3.4 Provide a copy of the firm's customer service program.
- 3.5 Provide a copy of the firm's quality assurance/control program, including safety and loss prevention policies and procedures.
- 3.6 Provide a copy of the firm's damage claims administration program.
- 3.7 Provide a statement of whether any portion of the contract scope will be subcontracted to another vendor, and if so, what those functions will be and complete Form A.

4.0 Presentation & Responsiveness to RFP - The most highly qualified CONTRACTORs will be invited to an interview and presentation session.

5.0 Cost Proposal - Complete Form B.

6.0 Contract Requirements – Proposers should review requirements and language in the attached Sample Agreement for Services shown in Exhibit B. Any proposed changes to the boiler plate contract language shall be listed in this section. Proposed changes will not have any influence on the evaluation of the proposal but will speed up the process of the selected contractor to sign the contract documents. The proposed changes will be reviewed and approved by the City Attorney's Office and Risk Management Officer prior to signing the contract documents.

*"No changes to the standard contract are required or requested."*

*"Our Legal Department has reviewed the agreement and requested the following modification:  
Section X, line X change/add/remove.... "*

### **SUBMISSION OF PROPOSAL**

Proposals must be submitted electronically by **3 P.M., August 3, 2023**, on the City's online bid portal:

<https://www.weho.org/city-government/city-departments/public-works/bids>

### **QUESTIONS ABOUT RFP**

You may submit questions to the CITY about the RFP no later than noon on **July 20, 2023**, via the City's online bid portal at:

<https://www.weho.org/city-government/city-departments/public-works/bids>

All questions received will be responded to via the online bid portal by **July 26, 2023**.

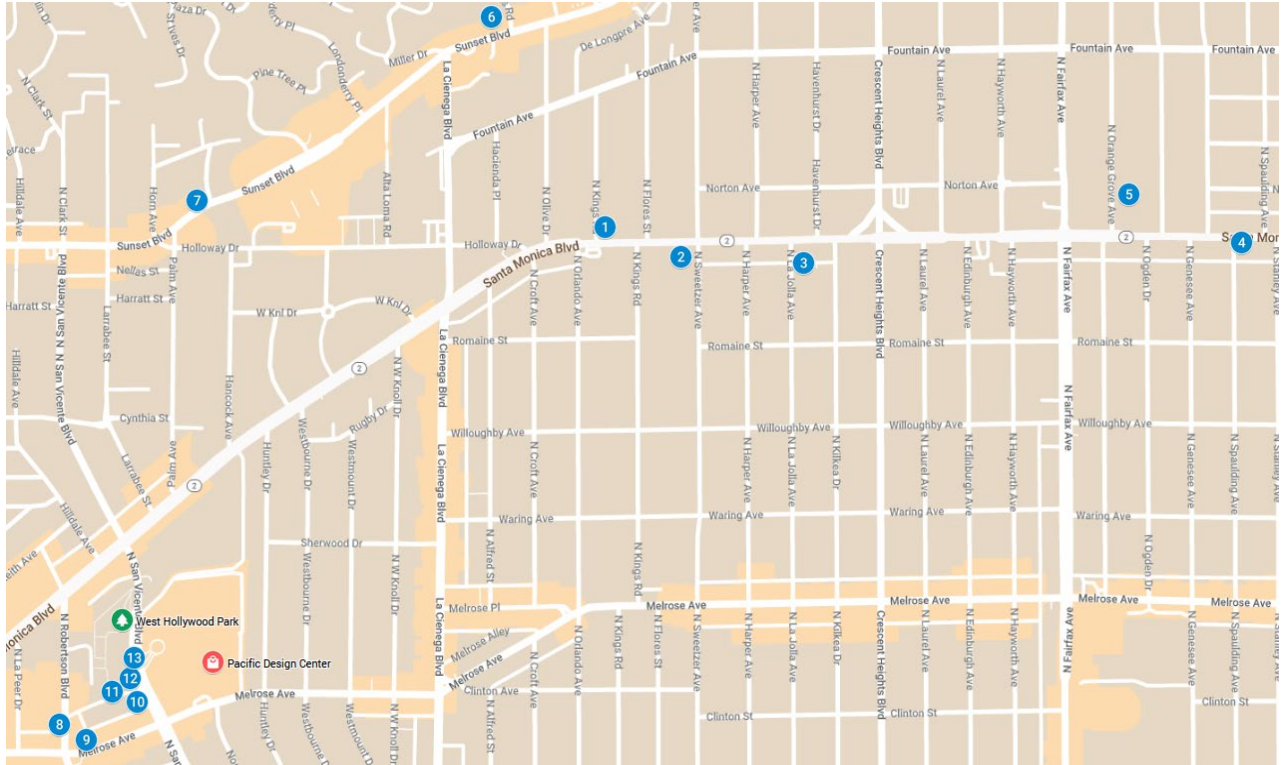
### **OWNER'S RIGHTS**

The City of West Hollywood reserves the right to reject all proposals or to waive any irregularities or informalities in any proposals should it deem this necessary for the public good, and also the proposal of any Proposer who has been delinquent or unethical in any former contract with the City of West Hollywood and to take all proposals under advisement for a period of ninety (90) days. No proposer may withdraw its proposal for a period of ninety (90) days after the date from the opening thereof.



# Exhibit 1

## Parking Facilities Map



- |                                  |                           |                        |                                  |
|----------------------------------|---------------------------|------------------------|----------------------------------|
| <b>1</b> Kings Road Garage       | <b>4</b> Spaulding Lot    | <b>7</b> Sunset Lot    | <b>10</b> Aquatics Center Garage |
| <b>2</b> City Hall Garage        | <b>5</b> Orange Grove Lot | <b>8</b> Robertson Lot | <b>11</b> West Hollywood Park    |
| <b>3</b> La Jolla-Havenhurst Lot | <b>6</b> Queens Lot       | <b>9</b> Melrose Lot   | <b>12</b> Library Garage         |
|                                  |                           |                        | <b>13</b> San Vicente On-street  |

**Exhibit 2  
Parking Facility Information**

	<b>Facility</b>	<b>Address</b>	<b>Spaces</b>	<b>PARCS</b>
1	Kings Road Garage	8383 Santa Monica Blvd	165	Skidata
2	City Hall Garage	1085 Sweetzer Ave	200	Skidata, Unitronics
3	La Jolla-Havenhurst Lot	1044 N. La Jolla Ave	27	IPS
4	Spaulding Lot	778 Santa Monica Blvd	28	T2
5	Orange Grove Lot	1114 N. Orange Grove Ave	45	T2
6	Queens Lot	8459 Sunset Blvd	33	T2
7	Sunset Lot	8755-8775 Sunset Blvd	74	T2
8	Robertson Lot	617 N Robertson Blvd	29	T2
9	Melrose Lot	8759 Melrose Ave	15	IPS
10	Aquatics Center Garage	8752 El Tovar Pl	68	Skidata, ParkPlus
11	West Hollywood Park Garage	619 N San Vicente Blvd	323	Skidata
12	Library Garage	619 N San Vicente Blvd	106	Skidata, ParkPlus
13	San Vicente On-street	649 N San Vicente Blvd	9	T2

**Exhibit 3  
Operating Hours & Staffing Schedule**

	MON	TUE	WED	THU	FRI	SAT	SUN
<b>Kings Road Garage</b>							
Operating Hours	6AM-12AM	6AM-12AM	6AM-12AM	6AM-2:30AM	6AM-3AM	6AM-3AM	6AM-2:30AM
Staffing:							
Attendant 1	6AM-2:30PM	6AM-2:30PM	6AM-2:30PM	6AM-2:30PM	6AM-2:30PM	8AM-4:30PM	8AM-4:30PM
Maintenance Attendant	2:30PM-3:30PM	2:30PM-3:30PM	2:30PM-3:30PM				
Attendant 2	3:30PM-12AM	3:30PM-12AM	3:30PM-12AM	2:30PM-2AM	2:30PM-2AM	4:30PM-2AM	4:30PM-2AM
<b>West Hollywood Park Garage</b>							
Operating Hours:	5AM-2AM	5AM-2AM	5AM-2AM	5AM-2AM	5AM-2AM	5AM-2AM	5AM-2AM
Staffing:							
Attendant 1/Supervisor 1	6:30AM-3PM	6:30AM-3PM	6:30AM-3PM	6:30AM-3PM	3AM-3PM	6:30AM-3PM	6:30AM-3PM
Attendant 2	2:30PM-11PM	2:30PM-11PM	2:30PM-11PM	2:30PM-3AM	2:30PM-11PM	2:30PM-11PM	2:30PM-11PM
Attendant 3	10:30PM-7AM	10:30PM-7AM	10:30PM-7AM	N/A	10:30PM-7AM	10:30PM-7AM	10:30PM-7AM
<b>Library Garage</b>							
Operating Hours:	7AM-7PM	7AM-7PM	7AM-7PM	7AM-7PM	7AM-7PM	7AM-7PM	7AM-7PM
Staffing:							
Attendant 1	11AM-7:30PM	11AM-7:30PM	11AM-7:30PM	11AM-7:30PM	11AM-7:30PM	N/A	N/A
<b>Aquatics &amp; Recreation Ctr. Garage</b>							
Operating Hours:	5AM-11PM	5AM-11PM	5AM-11PM	5AM-11PM	5AM-11PM	7AM-11PM	7AM-11PM
Staffing:							
Supervisor	5AM-6AM	5AM-6AM	5AM-6AM	5AM-6AM	5AM-6AM		
Attendant 2	6AM-2:30PM	6AM-2:30PM	6AM-2:30PM	6AM-2:30PM	6AM-2:30PM	6:30AM-3PM	6:30AM-3PM
Attendant 3	2:30PM-11PM	2:30PM-11PM	2:30PM-11PM	2:30PM-11PM	2:30PM-11PM	2:30PM-11PM	2:30PM-11PM
<b>City Hall Garage</b>							
Operating Hours:	6AM-12AM	6AM-12AM	6AM-12AM	6AM-12AM	8AM-2AM	9AM-2AM	9AM-12AM
Staffing:							
Attendant 1	6AM-2:30PM	6AM-2:30PM	6AM-2:30PM	6AM-2:30PM	6AM-2:30PM	6AM-2:30PM	6AM-2:30PM

Attendant 2	2PM-10:30PM	2PM-10:30PM	2PM-10:30PM	2PM-10:30PM	2PM-10:30PM	2PM-10:30PM	2PM-10:30PM
Attendant 3	10PM-6:30AM	10PM-6:30AM	10PM-6:30AM	10PM-6:30AM	10PM-6:30AM	10PM-6:30AM	10PM-6:30AM
<b>Maintenance</b>							
Attendant 1	7AM-3:30PM	7AM-3:30PM	7AM-3:30PM	7AM-3:30PM	7AM-3:30PM		
<b>Management</b>							
Supervisor 1	6:30AM-3PM	6:30AM-3PM	6:30AM-3PM	6:30AM-3PM	3AM-3PM		
Assistant Manager			2PM-10:30PM	5:30PM-2AM	5:30PM-2AM	5:30PM-2AM	5:30PM-2AM
Assistant Manager	12PM-8:30PM	12PM-8:30PM	12PM-8:30PM			9:30AM-6PM	9:30AM-6PM
Parking Manager	7:30AM-4PM	7:30AM-4PM	7:30AM-4PM	7:30AM-4PM	7:30AM-4PM		

## **Exhibit A**

### **Scope of services**

#### **1.0 General Responsibilities**

CONTRACTOR will manage and administer a public parking operation. Services to be provided by the CONTRACTOR in connection therewith will include without limitation the following: Management and operation of the Facilities, including staffing and maintaining the Facilities, collecting, and accounting for all parking revenues, managing circulation of vehicles inside the Facilities, and maintaining control of authorized access including access cards, validations, and parking permits. The Melrose Lot and La Jolla-Havenhurst Lot have IPS single space parking meters. The CONTRACTOR will not be responsible for collecting the meter revenue, but will be responsible for maintenance, access, and special event operations for these facilities.

#### **2.0 Opening Procedures**

CONTRACTOR will be required to ensure that the Facilities are operational, including but not limited to: Elevator operation, stairwells, walkways, lobby doors, loading dock and garage gates. Inspecting the facilities, including exterior and landscaped areas, for lighting, hazards, and safety issues. CONTRACTOR will be required to ensure that the Parking Access Revenue Control (PARCS) is functioning properly, including entry/exit columns, gates, ticket supply, pay-stations, and parking guidance signs. Any emergencies encountered should be reported to the Sheriff's Department and the City's representative.

#### **3.0 Residential Parking Permits**

CONTRACTOR will be required to issue residential visitor permits from the Kings Road Parking Office during operating hours and ensure that the visitor permit computer and printer are functioning properly and maintain an adequate supply of permit stock.

#### **4.0 Closing Procedures**

CONTRACTOR will be required to ensure that the parking facility is properly shut down, including but not limited to: Closing car inventory, elevator operations, locking lobby doors, loading dock doors, office doors and garage doors, and arming security alarm systems. Any emergencies encountered during closing procedures should be reported to the Sheriff's Department and the City's representative.

#### **5.0 Special Event Operations**

The City hosts several special events throughout the year. The successful CONTRACTOR will be expected to provide staffing as needed on any special event dates specified by the City. Special events may include but are not limited to the annual Pride Festival (held over a three-day period) and the Halloween Carnival Celebration, both of which attract thousands of participants and spectators to West Hollywood annually. The cost for special event personnel will be considered a direct operating expense that will be reimbursed at the hourly rate (including profit) proposed by the CONTRACTOR on *Form B* and approved by the City.

#### **6.0 Revenue Collection and Accounting**

- Collection of and accounting for revenue received from any source derived for use of the Facilities, including daily parking, monthly contract parking, validation sales, special event parking or other rental or use fees.

- Bank deposits of revenue collected from the Facilities shall equal the revenue amounts reported in the PARCS reports. If the revenue deposited is less than the revenue reported from the PARCS, the difference shall be considered a loss, and the CONTRACTOR will be responsible for reimbursing the City for such loss.
- Contract with a qualified provider of armored transport services to collect all pay-station revenues from CONTRACTOR and deposit into CONTRACTOR's bank on a weekly basis.
- Contract with qualified provider of merchant financial services to process various payments including debit/credit card, NFC payments, electronic fund transfer/wire payments, cash, check, money order, etc.
- Provide copies of all validated bank deposit slips and PARCS reports to the City monthly.
- Maintenance of accounting records of all income and expenses related to the management and operation of the Facilities, including documentation of all expenses incurred.
- Compliance with all government and industry standards and regulations, such as GAAP, CA FTB, IRS, and PCI.
- Implementation of an internal audit program and prompt reporting of audit results to the CITY.
- Cooperate with any CITY staff, auditors, or consultants.

### **7.0 Maintenance of Facilities and Equipment**

Maintenance functions shall include daily cleaning, sweeping, degreasing, trash removal, graffiti removal, replacement of signs, maintenance of PARCS, and coordination of capital projects.

### **8.0 Staffing**

The CONTRACTOR will provide sufficient staffing to service the public and operate the Facilities successfully at all times. For reference, **Exhibit 3 - Current Operating Hours and Staffing Schedule** is provided. The CONTRACTOR will provide a Manager and Supervisors that are dedicated exclusively to the City of West Hollywood parking operation and shall not be assigned to other facilities or clients without advance authorization from the CITY. The CONTRACTOR will exercise due diligence in the recruitment, hiring and training of all personnel. The CONTRACTOR will provide all personnel with uniforms, accessories, tools, and personal protective equipment (PPE) to perform their assigned duties safely and effectively. The CONTRACTOR will train all personnel in matters such as customer service, workplace safety, incident reporting, hazard materials handling, sexual harassment, tolerance and diversity, and safe driving.

### **9.0 Claims Management**

The CONTRACTOR shall provide a claims management program to administer all claims for property damage or loss or personal injury that occur in the Facilities.

### **10.0 Consulting**

Consultation with the City on matters related to the management and operation of the Facilities on a regular basis. Consulting may include without limitation providing proposals, conducting traffic and occupancy studies, conducting market rate studies, evaluating new products and services, and providing recommendations.

### **11.0 Additional Parking Facilities**

Over the term of the Agreement, the City may add additional parking facilities or remove parking facilities from the scope of services. Compensation for management of additional facilities shall

be consistent with the compensation paid for management of the parking facilities included in the scope of services at the time the Agreement is executed.

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

This Agreement is made on this [REDACTED]th day of [REDACTED], 2023, 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 CITY conducted an RFP issued in Month, Year, and selected CONTRACTOR as the preferred service provider;
- C. The CITY conducted an RFP issued in Month, Year, and selected CONTRACTOR as the preferred service provider;
- D. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

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 two million dollars (\$2,000,000) 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 one million dollars (\$1,000,000) 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 C.
11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion,

medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.

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

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

City of West Hollywood  
8300 Santa Monica 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.

IN WITNESS WHEREOF, the parties have executed this Agreement the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR:

\_\_\_\_\_  
Name, Title

CITY OF WEST HOLLYWOOD:

\_\_\_\_\_  
Steve Campbell, Director of Public Works

\_\_\_\_\_  
David Wilson, City Manager

ATTEST:

\_\_\_\_\_  
Melissa Crowder, City Clerk



**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".

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 \_\_\_\_\_

**Exhibit C**  
**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.

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

**FORM A**

**Registration with California Department of Industrial Relations**

**SUBMIT ONLINE**

REGISTRATION WITH THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS  
ALL PRIME CONTRACTORS AND SUBCONTRACTORS

SB 854 established a new public works Contractor Registration Program, which requires all contractors and subcontractors bidding and performing work on Public Works Projects to register on an annual basis with the California Department of Industrial Relations (DIR).

**In accordance with Labor Code Section 1771.1(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5.**

**Prime Contractor Name:** \_\_\_\_\_  
Telephone: (\_\_\_\_\_) \_\_\_\_\_  
Address: \_\_\_\_\_  
DIR Registration Number: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_  
Telephone: (\_\_\_\_\_) \_\_\_\_\_  
Address: \_\_\_\_\_  
DIR Registration Number: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_  
Telephone: (\_\_\_\_\_) \_\_\_\_\_  
Address: \_\_\_\_\_  
DIR Registration Number: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_  
Telephone: (\_\_\_\_\_) \_\_\_\_\_  
Address: \_\_\_\_\_  
DIR Registration Number: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_  
Telephone: (\_\_\_\_\_) \_\_\_\_\_  
Address: \_\_\_\_\_  
DIR Registration Number: \_\_\_\_\_

**FORM B**

**Contractor Proposed Fees**

	<b>Category</b>	<b>Cost</b>
1.	Payroll Tax	%
2.	Workers Compensation Insurance	%
3.	General Liability GKLL Insurance – per stall	\$ /stall
4.	Hourly billable rate for special events personnel	\$ /hour
5.	Per claim deductible	\$ /claim
6.	Base management fee per lot per month	\$ /month
7.	Base management fee per garage per month	\$ /month

CONTRACTOR NAME: \_\_\_\_\_

Notes:

1. Input maximum percentage of payroll with no cutoff for SUTA.
2. Input maximum percentage of payroll for WC costs.
3. Input maximum cost per stall.
4. Input proposed hourly rate including profit.
5. Input cost of insurance deductible paid by CITY, per damage claim.
6. Input monthly base management fee per lot.
7. Input annual base management fee per garage.