

City of Santa Monica's Big Blue Bus

April 12, 2010



Request for Proposal (RFP) For Graphic Design Services (Fare Media/Rebranding)

Proposals to be received until 5PM on Thursday, April 29, 2010

Submit Responses To:

Linda.Gamberg@SMGov.net
310-458-1975, ext. 6326

INTRODUCTION

The Big Blue Bus (BBB) is a premier transit agency that began in 1928 to serve Santa Monica and the west side of Los Angeles. Today the Big Blue Bus has over 400 employees working year-round to provide award-winning transit services. The Big Blue Bus covers over 51 square miles of the most densely populated area in L.A. County with over 1100 bus stops. Each day BBB provides close to 80,000 rides to commuters, students, seniors, and tourists.

A leader in the transit industry, BBB has been awarded the “Best Transit Agency” four times by the American Public Transportation Association. The Big Blue Bus was the first municipal operator to offer Rapid Transit service in LA County with its Rapid 3, which connects Santa Monica with LAX and Metro Rail’s Green Line Station. More recently, Big Blue Bus launched important initiatives including the Mini Blue sub-fleet to serve eco-conscious local riders within the City of Santa Monica, the Any Line Any Time program with Santa Monica College and the transit visioning “The Bus of the Future” project.

BBB is also a cornerstone of the City’s Sustainable City Plan. Its fleet of just over 200 buses operates on alternative fuels, more than half of which are powered by Liquefied Natural Gas (LNG) which emits 80% less pollution into the air. Big Blue Bus’ maintenance department reuses and/or recycles everything from bus batteries to tires and window pieces. To protect the health of the local Bay, buses are washed with biodegradable soaps and reclaimed water. Of course, the primary way BBB improves the environment is by reducing the number of cars on the road through the 22 million trips provided to customers each year.

THE REQUEST

The City of Santa Monica’s Big Blue Bus has recently developed a rebranding of its graphic identity. The department is soliciting qualified professional design firms to extend this new graphic identity to communications and public information materials similar to the ones outlined in this RFP, and related projects as needed.

SCOPE OF SERVICES

BBB has an existing system of materials that communicates bus schedules and fares that needs to be rebranded to include updated information and for increased ease of use by customers. Selected firm will be provided with BBB's new style guide to base design of deliverables upon.

Content for all projects will be provided by BBB staff to the designer along with project specs. Designer is responsible for producing and delivering files in the appropriate digital format for printers, web programmers, etc. Upon request of BBB Staff, designer will interface with printers or web programmers to oversee quality of production.

BBB may also supply graphics or photos for projects. Any additional photos, artwork, or illustrations the designer would like to recommend for a project must be authorized by BBB staff.

A digital copy of all original art will be provided to the Big Blue Bus once each project is completed and will remain the sole property of the Big Blue Bus.

I. Projected deliverables to include, but may change at discretion of BBB:

a. June 2010

- i. 1 design of a fare box ticket (see attached sample)
- ii. Approx. 4 designs for a series of pre-paid fare passes (see attached samples)
- iii. Schedule Brochure template (see attached sample)
- iv. System Map template (sample available upon request)
- v. Transit Mall schedule template (see attached sample)

b. July 2010

- i. Interior Car Cards with Fare Policies (see attached sample)
- ii. Fare box stickers (see attached sample)
- iii. WATP posters/schedules (see attached sample)

PROJECT ADMINISTRATION

Overall project management will be provided by Linda Gamberg, Marketing & Public Information Coordinator for the Big Blue Bus. Additional direction and final approvals will be provided by Dan Dawson, Customer Relations Manager.

UNLIMITED RIGHTS TO FINISHED DESIGNS

All work performance and services provided by the designers under this contract and the final graphic work products shall become the property of The City of Santa Monica. All reports, specifications, drawings, photographs, graphical representations, and electronic data pertaining to same, developed by the designers or in conjunction with this contract, shall be surrendered to The City of Santa Monica at the conclusion of the design phase or upon request by the City of Santa Monica. The designers expressly waive all copyright privileges to such information, and the City of Santa Monica may use or modify same without any additional payment to the Design Firm. Any reuse of work prepared by the Design Firm shall be solely at The City of Santa Monica's risk with no liability to the Design Firm. Any data used in, or developed as a result of, this contract shall be revealed to no other parties except the City of Santa Monica, without the expressed consent of the City of Santa Monica.

BUDGET

Billing Rate – Responding designers should provide hourly rate(s) for “scheduled projects” listed above. Please include the best available hourly rate per each person who may work on the project (e.g. senior designer, junior designer and/or copy editor, etc.).

Please specify if the rate will be available for one, two or three years. If there is a rate change within the three year period, please indicate when and for how much.

Expenses – The rates provided should not include out-of-pocket expenses, such as postage, photocopying and faxing, out-of-area or out-of-state telephone calls, and other business-related items incurred on behalf of the Big Blue Bus. Those items should be billed individually at cost.

Also, if BBB staff authorizes Designer to purchase photo licenses, etc. to complete a project, designer should include as a separate line item when invoicing for payment upon completion of project.

Please note that invoices will be paid on a 30 day cycle.

SELECTION PROCEDURE

A selection committee of City staff will be responsible for reviewing respondents' qualifications. By submitting a response to this RFP, prospective designers/firms waive all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFP. Acceptance of any statement submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract for consulting services.

The City reserves the right to reject any and all proposals. All responses to this RFP shall become the property of the City.

Any contract entered into will be subject to termination at any stage if, in the judgment of the City, such termination is in the best interest of the City. In the event such decision is made, appropriate written notice will be given before any termination and the selected firm will be paid on a pro-rata basis for work performed prior to notice of termination.

The Big Blue Bus seeks to award this project to the most qualified respondent whose proposal best matches the needs of this request and that will be most advantageous to the Big Blue Bus, as determined by the evaluation factors below:

- **Experience:** Overall design experience, particularly with maps; previous experience with transit related industry and/or public information projects
- **Rates and costs**
- **Portfolio:** Respondent must provide one sample for each type of work that most closely matches the types of projects listed in the scope of services
- **References:** Respondent must provide phone numbers for five references, three of which must be current clients
- **Proposed Personnel:** proposed lead designer and any supporting designers' qualifications, including length of time with firm, education/training and experience related to projects outlined in this RFP. Experience managing similar projects. ***NOTE:** If selected for contract

award, firm acknowledges that it will provide for the duration of the project the full complement of staff, including the specific persons identified in this proposal. Any changes to these Team Members shall be approved in writing by City of Santa Monica.

RESPONSE INSTRUCTIONS

The primary contact and source of information regarding this RFP is Linda Gamberg, Marketing & Public Information Coordinator, who may be contacted at Linda.Gamberg@smgov.net or at 310-458-1975 ext. 6326, Mondays through Thursdays, 9:30 AM – 5:30 PM.

Responses must be submitted as a single PDF to Linda.Gamberg@smgov.net no later than 5:00 PM (PST) on Thursday, April 29, 2010. Upon receipt of your proposal, a confirmation e-mail will be sent to you. If you do not receive an email confirmation, call Linda Gamberg at the phone number above to resolve any technical issues, otherwise your response will not be considered.

Response Format: The following response format is required and has been designed to facilitate comparison among submitted responses:

- **Cover Letter:** include an introduction to your firm as well as the name, phone number, fax number, website URL and email address of a single contact person. Provide a history of (a) the designer/Firm and its experience in designing related projects.
- **Statement of Qualifications:** Include the name and qualifications of any/all team members who will work on the projects outlined in this RFP
- **References:** Respondent must provide phone numbers for five references, three of which must be current clients
- **Price Quotation:** Provide (a) total estimate of costs per “scheduled projects” listed above and (b) a separate page with your firm’s schedule of hourly rate(s) per designer/staff (i.e. Senior Designer rate = \$X/hour, Associate Designer rate = \$/hour, etc.). Specify if rates apply for one, two or three years. If there is a rate change within the three year period, please indicate when and for how much.
- **Portfolio:** Respondent must provide one sample for each type of work that most closely matches the types of projects outlined in this RFP

- **References:** Respondent must provide phone numbers for five references, three of which must be current clients.
- **Proposed Personnel:** proposed lead designer and any supporting designers' qualifications, including length of time with firm, education/training and experience related to projects outlined in this RFP. Experience managing similar projects.

SELECTION TIMELINE

- **April 12:** RFP issued
- **April 13-April 26 at 5PM:** Questions may be submitted to Linda.Gamberg@SMGov.Net.
- **April 29 at 5PM:** Responses due by 5PM
- **April 30 – May 3:** Review of responses by BBB
- **May 4:** Selection of designer and notification to all respondents

OTHER REQUIREMENTS:

- 1) **Insurance:** The selected Firm may be requested to provide a certificate of insurance to the City. For details, see Attachment A.
- 2) **Non-Discrimination:** The vendor represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, and pregnancy or pregnancy-related condition and will comply with the City's Non-Discrimination Policy.
- 3) **Oaks Initiative:** Under the provisions of the City of Santa Monica Taxpayer Protection Amendment of 2000 ("Taxpayer Protection Act"), the Firm will be considered a "recipient of a public benefit." Under the Taxpayer Protection Act, City public officials who approve this Contract are prohibited from receiving gifts, campaign contributions or employment from Firm for a specified time. This prohibition extends to individuals and entities that are specified and identified in the Taxpayer Protection Act and includes Firm and its trustees, directors, partners, corporate officers and those with more than a 10% equity, participation or revenue interest in Firm. See Attachment B for more information.
- 4) **Professional Services Agreement:** The form of the Professional Services Agreement to be used by the City is attached as Attachment C.

- 5) **Public Records:** After award of contract, proposal responses shall be considered public record and subject to review. If a vendor believes a specific section of its proposal response is confidential, the vendor shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its response. The vendor shall include a written statement as to the basis for considering the marked pages confidential and the City will review the material and make the determination.
- 6) **Conflict of Interest:** Vendors submitting a response to this RFP warrants that the company, its officers or directors, or any employee with authority to bind the vendor does not have any financial or personal relationship or affiliation with any elected official or employee of the City of Santa Monica or their immediate families which might in any way be seen by the City to create a conflict. The City may, by written notice to the vendor, cancel any consultant contract if it is found that gratuities in any form were offered or given by the vendor or agent or representative of the vendor, to any employee of the city or member of a City evaluation committee with a view toward securing an order securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In the event the contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from vendor the amount of the gratuity.
- 7) **Notices to Respondents:**
- a. Nothing contained in this RFP shall create any contractual relationship between the respondent and the City. The City accepts no financial responsibility for the costs incurred by any respondent regarding this RFP.
 - b. Subcontractors are the responsibility of the vendor and there will be no contractual relationship between the subcontractor and the City.
 - c. Submission of a bid will be deemed a binding offer to enter into a contract on the terms contained therein for 120 days from the RFP opening.
 - d. By submitting a response to this RFP, the respondent waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFP. The City reserves the right to select any number of qualified finalists. In addition, the City reserves the right to issue written notice to all participating Firms of any changes in the proposal submission schedule, should the City determine in its sole and absolute discretion that such changes

are necessary. Acceptance of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract for execution.

- e. The City reserves the right to reject any and all proposals. All responses to this RFP shall become the property of the City.
- f. Any contract entered into will be subject to termination at any stage if, in the judgment of the City, such termination is in the best interest of the City. In the event such decision is made, appropriate written notice will be given before any termination and the selected Firm will be paid on a pro-rata basis for work performed prior to notice of termination.
- g. It is further understood that if the Firm to whom any award is made fails to enter into a contract, the award may be made to the next best Firm, who shall be bound to perform as if it received the award in the first instance.
- h. The City reserves the right to reject any or all bids and any item or items therein, and to waive any non-conformity of proposals with this RFP, whether of a technical or substantive nature, as the interest of the City may require.

ATTACHMENTS

On the following pages are SAMPLES of documents ONLY the selected designer/firm will need to complete. These are for reference only and not to be included with RFP responses.

Attachment A: Proof of Insurance Summary

Attachment B: Oaks Initiative

Attachment C: Sample Professional Services Agreement

ATTACHMENT A: PROOF INSURANCE

Professional Services Insurance Requirements (for Non Public Works Contracts)

Consultant's Insurance

Prior to commencing work, the Consultant shall procure and maintain at Consultant's own cost and expense for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work or services hereunder by the Consultant and its agents, representatives, employees, or subconsultants. The cost of such insurance shall be included in Consultant's bid.

Without in any way affecting the indemnity provided, the Consultant shall secure before commencement of the work and throughout the Agreement the following types and amounts of insurance:

Minimum Limits of Insurance

Consultant shall obtain insurance of the types and in the amounts described below:

1) Commercial General Liability Insurance

Consultant shall maintain commercial general liability insurance (CGL) with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 in the annual aggregate.

2) Business Auto Liability Insurance

Consultant shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident.

3) Professional Liability (Errors and Omissions) Insurance

Consultant shall maintain professional liability insurance appropriate to the consultant's profession with a limit not less than \$1,000,000 each occurrence/\$1,000,000 in the annual aggregate. Architects' and engineers' coverage is to be endorsed to include contractual liability.

4) Workers' Compensation and Employer's Liability Insurance

Consultant shall maintain workers' compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease.

Article II. Minimum Scope of Insurance

1) CGL insurance shall be written on Insurance Services Office form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products completed operations, personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and explosion, collapse and underground hazards.

2) Business Auto Insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on Insurance Services Office form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

3) If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after final completion. The "Retro Date" must be shown, and must be before the date of the contract or beginning of contract work.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Santa Monica. At the option of the City of Santa Monica, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Santa Monica, its officers, officials, employees, or volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City of Santa Monica guaranteeing payment of losses and related investigation, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City of Santa Monica, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. Under the CGL policy, using the Insurance Services Office additional insured endorsement form CG 20 26 or a substitute providing equivalent coverage.

City and other additional insureds mentioned in this paragraph shall not, by reason of their inclusion as additional insureds, become liable for any payment of premiums to carriers for such coverage.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary as respects the City of Santa Monica, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Santa Monica, its officers, officials, employees, or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

3) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of Section 2782 of the Civil Code.

General Liability, Workers' Compensation and Employer's Liability

The insurer shall agree to waive all rights of subrogation against the City of Santa Monica, its officers, officials, employees, and volunteers for losses arising from activities and operations of Consultant in the performance of services under the contract.

All Coverages

Each insurance required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City as set forth in the notice requirement of this Agreement.

If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Consultant resulting from said breach. Alternatively, City may purchase such coverage (but has no special obligation to do so), and without

further notice to the Consultant, City may deduct from sums due to the Consultant any premium costs advanced by the City for such insurance.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:6 unless otherwise approved by the City's Risk Manager.

Article III. Verification of Coverage

Consultant shall furnish the City of Santa Monica with original certificates and amendatory endorsements effecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements should be on forms provided by the City of Santa Monica or on other than the City of Santa Monica's forms, provided those forms and endorsements conform to the requirements. All certificates and endorsements are to be received and approved by the City of Santa Monica before work commences. The City of Santa Monica reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Article IV. Subconsultants

Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultant shall be subject to all of the requirements stated herein.

ATTACHMENT B: OAKS INITIATIVE

CITY OF SANTA MONICA NOTICE TO APPLICANTS, BIDDERS, PROPOSERS AND OTHERS SEEKING DISCRETIONARY PERMITS, CONTRACTS, OR OTHER BENEFITS FROM THE CITY OF SANTA MONICA

Santa Monica's voters adopted a City Charter amendment commonly known as the Oaks Initiative. It prohibits a public official from receiving specified personal benefits from a person or entity after the official votes, or otherwise takes official action, to award a "public benefit" to that person or entity. Examples of a "public benefit" include public contracts to provide goods or services worth more than \$25,000 or a land use approval worth more than \$25,000.

The Oaks Initiative requires the City to provide this note and information about the Initiative's requirements. An information sheet on the Oaks Initiative is attached. You may obtain a full copy of the Initiative's text from the City Clerk.

In order to facilitate compliance with the requirements of the Oaks Initiative, the City compiles and maintains certain information. That information includes the name of any person who is seeking a "public benefit." If the "public benefit" is sought by an entity, rather than an individual person, the information includes the name of every: (a) trustee, (b) director, (c) partner, (d) officers, or (e) ten percent interest in the entity. Therefore, if you are seeking a "public benefit" covered by the Oaks Initiative, you must supply that information on the attached form (SEE NEXT PAGE).



City of

Santa Monica®

City of Santa Monica Oaks Initiative Disclosure Form

All persons or entities receiving public benefits defined below from the City of Santa Monica shall provide the names of trustees, directors, partners and officers and names of those with more than a 10% equity, participation or revenue interest. This information is required by City Charter Article XII—Taxpayer Protection.

Name of Entity: _____

NAME OF PERSONS OR ENTITIES RECEIVING PUBLIC BENEFIT:

NAME(S) OF TRUSTEES, DIRECTORS, PARTNERS, AND OFFICERS:

NAMES OF THOSE WITH MORE THAN A 10% EQUITY, PARTICIPATION OR REVENUE INTEREST:

Public benefits include:

1. Personal services contracts in excess of \$25,000 over any 12-month period;
2. Sale of material, equipment or supplies to the City in excess of \$25,000 over a 12-month period;
3. Purchase, sale or lease of real property to or from the City in excess of \$25,000 over a 12-month period;
4. Non-competitive franchise awards with gross revenue of \$50,000 or more in any 12-month period;
5. Land use variance, special use permit, or other exception to an established land use plan, where the decision has a value in excess of \$25,000;
6. Tax "abatement, exception, or benefit" of a value in excess of \$5,000 in any 12-month period; or
7. Payment of "cash or specie" of a net value to the recipient of \$10,000 in any 12-month period.

Prepared by: _____ **Signature:** _____

Date: _____ **Title:** _____

FOR CITY USE ONLY:

Bid/PO/Contract # _____ **Permit #** _____

(1/06)

ATTACHMENT C: SAMPLE PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. ____ (CCS)
[if approved by City Council]

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement, entered into this ____ day of _____, 2008 (the "Execution Date"), by and between the CITY OF SANTA MONICA, a municipal corporation ("City"), and _____ ("Consultant"), is made with reference to the following:

RECITALS:

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The Consultant is qualified to do business, and is doing business, in the State of California. Consultant represents it has the background, knowledge, experience and expertise necessary to provide the services set forth in this Agreement.
- C. The City and Consultant desire to enter into an agreement for the Consultant to provide professional services to the City as set forth herein, upon the terms and conditions set forth below.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

(a) AGREEMENT

SECTION 1. TERM.

This Agreement shall commence on the Execution Date, and shall terminate upon the completion of the services required by this Agreement, or the ____ day of _____, whichever is earlier, unless terminated earlier as set forth herein.

SECTION 2. SERVICES TO BE PERFORMED BY CONSULTANT.

Consultant shall perform all of the services ("Services") that are more fully set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein. The Services shall be completed in accordance with Exhibit B, Budget, attached hereto and incorporated herein.

SECTION 3. SERVICES TO BE PERFORMED BY CITY.

City shall perform the following services:

- A. Make available to Consultant any currently existing documents, data or information pertinent to the Services.
- B. Designate a representative authorized to act on behalf of City.
- C. Promptly examine and render findings on all documents submitted for staff review by Consultant.

SECTION 4. COMPENSATION.

Consultant shall be compensated for Services performed pursuant to this Agreement in an amount not to exceed _____ Dollars (\$_____), as set forth in Exhibit B, Budget.

SECTION 5. NOTICES.

All notices, demands, requests or approvals to be given under this Agreement, shall be given in writing and conclusively shall be deemed served when delivered personally or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

A. All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:
_____ **[Department/Division Name]**

City of Santa Monica

1685 Main Street

Santa Monica, California 90401

Attention: _____ **[add name]**

with a copy to:

[Insert if any, otherwise delete]

B. All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attention: _____

SECTION 6. INDEPENDENT PARTIES.

Both parties to this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers of one another. Neither the City nor its officers or employees shall have any control over the conduct of Consultant or any of

Consultant's agents, employees, or subconsultants, except as otherwise provided herein.

SECTION 7. INTEGRATED CONTACT.

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modifications of this Agreement will be effective only by written execution signed by both City and Consultant, and approved as to form by the City Attorney.

SECTION 8. INSURANCE.

Prior to commencing work, Consultant shall procure, maintain and pay for insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work or services hereunder by Consultant and Consultant's agents, representatives, employees or subconsultants for the duration of this Agreement. The requirements of insurance are set forth in Exhibit C, Insurance Requirements and Verifications, which is attached hereto and incorporated herein.

SECTION 9. COST OF LITIGATION.

If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of any alleged breach of any provision of this Agreement, the prevailing party shall be entitled to receive from the losing party all reasonable costs, disbursements and expenses, and such amount as the court may adjudge to be reasonable attorney's fees.

SECTION 10. DEFENSE, INDEMNIFICATION AND HOLD HARMLESS.

Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents and employees (collectively hereafter the "City") against any or all loss, damages, liability, claims, suits, costs, expenses, and judgments, whatsoever, including reasonable attorney's fees, arising from the negligent or willful acts, errors or omissions of Consultant or Consultant's officers, agents, employees or subconsultants, in the performance of services, activities or work conducted pursuant to this Agreement.

Consultant shall indemnify, defend and hold harmless City, from and against any and all claims and losses whatsoever, including reasonable attorney's fees occurring to or resulting from any and all persons, firms, or corporations employed or contracted by the Consultant or Consultant's subconsultants in connection with Consultant's services under this Agreement.

SECTION 11. PROHIBITION AGAINST TRANSFERS.

Consultant shall not assign, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City. Any attempt to do so without the City's consent shall be null and void, and any assignee, sublessee, hypothecatee or transferee shall acquire no right or interest by reason of such attempted assignment, sublease, hypothecation or transfer.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant or of any general partner or joint venturer or syndicate member of Consultant, if a partnership or joint venture or syndicate exists, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

SECTION 12. PERMITS AND LICENSES.

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement all required business and professional permits, licenses and certificates.

SECTION 13. WAIVER.

A waiver by either party to this Agreement of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein.

SECTION 14. TERMINATION.

In the event Consultant fails or refuses to perform any of the provisions of this Agreement, and if the default is not cured within a period of five (5) days after receipt by Consultant of City's written notice of default specifying the nature of the default and the steps necessary to cure the default, City may immediately terminate this Agreement by written notice. City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving ten (10) days written notice to Consultant. Upon termination of this Agreement, City shall pay to Consultant compensation earned and unpaid up to the effective date of termination.

SECTION 15. COMPLIANCE WITH LAW.

Consultant shall comply with all laws of the State of California and the United States, and all ordinances, rules and regulations enacted or issued by City. If such ordinances, rules or regulations enacted or issued by the City after the effective date of this Agreement significantly impact Consultant's performance of its obligations under this Agreement, equitable adjustment may be made to the time of performance, the compensation, or both, as appropriate.

SECTION 16. SANTA MONICA LIVING WAGE ORDINANCE.

This Agreement (☐ is ☐ is not) subject to the City of Santa Monica's Living Wage Ordinance, Santa Monica Municipal Code Chapter 4.65 ("Living Wage Ordinance") which requires the payment of Minimum Wage for work done on any contract to any worker who does not actually work as

a manager, supervisor or confidential employee, and who is not required to possess an occupational license. The Living Wage Ordinance sets the Minimum Wage at \$13.05 per hour and provides for an annual adjustment each July 1st, by an amount corresponding to the previous calendar year's change in the Consumer Price Index for Urban Wage Earners and Clerical Workers in Los Angeles, Riverside and Orange Counties. If this Agreement is subject to such Living Wage Ordinance, then the Consultant shall comply with all of its provisions. Failure to comply with the provisions of the Living Wage Ordinance shall be grounds for termination of this Agreement. Questions concerning the Living Wage Ordinance may be directed to the City Finance Department at (310) 458-8281.

SECTION 17. DISCRIMINATION.

Consultant shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, and shall comply with the requirements of City, state and federal law.

SECTION 18. NUISANCE.

Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

SECTION 19. RECORDS.

Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by the City for any services provided where compensation is on the basis of hourly rates, subconsultant costs, and/or other direct costs. Consultant shall maintain records of service provided in sufficient detail to permit an evaluation of services. All records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

Representatives of City or its designees shall be allowed free access to Consultant's books and records, and shall have the right to examine, audit and make transcripts there from as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If City's audit discloses an error of five percent (5%) or more in information reported by Consultant and City's audit is correct, Consultant shall pay the cost of City's audit computed on the basis of four (4) times the direct payroll of the audit staff completing the audit and audit report.

SECTION 20. REPORTS.

Each and every final report, work product, map, record and other document reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement and delivered to the City shall be the exclusive property of City, including the originals of all notes, memoranda, sketches, letters and documents developed and received by Consultant.

Consultant shall furnish reports concerning the status of services required under this Agreement at City's request. No report, work product, map, record or other document given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior written approval by City. City shall not reuse or make any

modifications to the designs, plans and specifications prepared by Consultant without the prior authorization of Consultant. The provisions of this Section shall apply to all materials developed by subconsultants pursuant to this Agreement unless otherwise authorized in writing by City prior to execution of any agreement with said subconsultants.

SECTION 21. STANDARD OF CARE.

Consultant agrees that all services performed hereunder, including services performed by any subconsultant, shall be provided in a manner consistent with that level of care and skill ordinarily exercised by members of Consultant's profession currently practicing in the same locality under similar conditions.

SECTION 22. SUBCONSULTANTS.

Requests for subconsultants shall be submitted in writing, describing the scope of work to be contracted, the name of the proposed subconsultant, and the total price or hourly rates used in preparing an estimated cost for the subconsultant's services. The City may issue approval of the subconsultant in the form of a Work Order.

Consultant shall be responsible for the quality of all subconsultant work performed pursuant to this Agreement. Consultant may terminate and replace the services of any subconsultant, subject to the prior written approval by the City which shall not be unreasonably withheld or delayed. Every subcontract or agreement of any kind entered into between Consultant and subconsultant (or between any subconsultant and others) shall contain the following provision:

This agreement is consistent with the specified terms and conditions of the Agreement entered into between the City of Santa Monica and _____ on _____ (hereinafter referred to as the "Agreement") including, but not limited to: Section 2, Services to be Performed by Consultant; Section 4, Compensation; and Section 8, Insurance.

SECTION 23. GOVERNING LAW.

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ATTEST:

MARIA STEWART

City Clerk

APPROVED AS TO FORM:

MARSHA JONES MOUTRIE
City Attorney
CITY OF SANTA MONICA,
a municipal corporation

By: _____
P. LAMONT EWELL
City Manager
Consultant:

[ADD CONSULTANT'S NAME]

By: _____
Title: _____

SAMPLE A: BBB Farebox Ticket

Measures approx 3" high x 2" tall and is issued on-board buses from farebox.



SAMPLE B: BBB Day Passes

Measures approx 3" high x 2" tall and is sold at Transit Store and by resellers including retail outlets, public libraries and campus bookstores.



SAMPLE C: BBB Schedule Brochure

Measures approx 8.5" high x 3.5" wide when folded; is displayed in racks on-board buses and at information outlets like libraries, transit store, retail counters, special event exhibits, etc.



Measure approximately 27.5" wide by 20" high; displayed in kiosks in high traffic pedestrian area

PM times in **BOLD**

Weekday / Durante La Semana						Saturday / Sábado						Sunday / Domingo					
	Broadway at 4th	Pico at Bundy	Pico at Westwood	Pico at Robertson	Rimpau Transit Center		Broadway at 4th	Pico at Bundy	Pico at Westwood	Pico at Robertson	Rimpau Transit Center		Broadway at 4th	Pico at Bundy	Pico at Westwood	Pico at Robertson	Rimpau Transit Center
first bus	5:20	5:31	5:36	5:44	5:53	first bus	5:20	5:31	5:36	5:44	5:53	first bus	6:03	6:15	6:21	6:30	6:40
	5:50	6:01	6:06	6:14	6:23		5:50	6:01	6:06	6:14	6:23		6:33	6:45	6:51	7:00	7:10
	6:04	6:17	6:24	6:33	6:43		6:19	6:32	6:38	6:47	6:57		6:53	7:05	7:11	7:20	7:30
	6:25	6:39	6:47	6:57	7:08		6:34	6:47	6:55	7:04	7:15		7:11	7:24	7:31	7:40	7:51
then approximately every 10 minutes until:							6:49	7:02	7:10	7:19	7:30		7:31	7:44	7:51	8:00	8:11
4:46	5:08	5:20	5:37	6:00	On Fridays, these trips start 5 minutes earlier / Estos viajes empiezan 5 minutos antes los días Viernes.		7:04	7:17	7:25	7:34	7:45		7:51	8:04	8:11	8:20	8:31
4:56	5:18	5:30	5:47	6:10			7:16	7:29	7:37	7:46	7:57		8:11	8:24	8:31	8:40	8:51
5:06	5:28	5:40	5:57	6:20			7:28	7:41	7:49	7:58	8:09		8:26	8:40	8:48	8:58	9:10
5:16	5:38	5:50	6:07	6:30		then approximately every 12 minutes until:							8:46	9:00	9:08	9:18	9:30
5:26	5:48	6:00	6:17	6:40			8:51	9:05	9:13	9:23	9:35		9:06	9:20	9:28	9:38	9:50
5:36	5:58	6:10	6:27	6:50			9:07	9:23	9:32	9:43	9:56		9:26	9:40	9:48	9:58	10:10
5:46	6:08	6:20	6:37	7:00			9:19	9:35	9:44	9:55	10:08		9:46	10:00	10:08	10:18	10:30
5:56	6:17	6:28	6:43	7:03			9:32	9:48	9:57	10:08	10:21		10:06	10:20	10:28	10:38	10:50
6:06	6:27	6:38	6:53	7:13			9:47	10:03	10:12	10:23	10:36		10:24	10:39	10:47	10:58	11:10
6:16	6:37	6:48	7:03	7:23		then approximately every 15 minutes until:							10:44	10:59	11:07	11:18	11:30
6:26	6:47	6:58	7:12	7:29		7:00	7:20	7:28	7:40	7:55		11:01	11:17	11:26	11:37	11:50	
6:38	6:57	7:07	7:20	7:37		7:15	7:35	7:43	7:55	8:10	then approximately every 15 minutes until:						
6:50	7:09	7:19	7:32	7:49		7:30	7:50	7:58	8:10	8:25		7:30	7:47	7:55	8:06	8:19	
7:00	7:19	7:28	7:40	7:54		7:45	8:05	8:13	8:25	8:40		7:45	8:02	8:10	8:21	8:34	
7:15	7:34	7:43	7:55	8:09		8:00	8:20	8:28	8:40	8:55		8:00	8:17	8:25	8:36	8:49	
7:30	7:49	7:58	8:10	8:24		8:20	8:37	8:45	8:55	9:07		8:20	8:37	8:45	8:55	9:07	
7:45	8:04	8:13	8:25	8:39		8:40	8:57	9:05	9:15	9:27		8:40	8:57	9:05	9:15	9:27	
then every 15 minutes until:							9:00	9:17	9:25	9:35	9:47		9:00	9:17	9:25	9:35	9:47
9:30	9:47	9:55	10:05	10:17		9:20	9:37	9:45	9:55	10:07		9:20	9:37	9:45	9:55	10:07	
9:45	10:02	10:10	10:20	10:32		9:40	9:57	10:05	10:15	10:27		9:40	9:57	10:05	10:15	10:27	
10:00	10:15	10:22	10:32	10:44		10:00	10:15	10:22	10:32	10:44		10:00	10:15	10:22	10:32	10:44	
10:20	10:34	10:41	10:50	11:01		10:20	10:34	10:41	10:50	11:01		10:20	10:34	10:41	10:50	11:01	
10:50	11:03	11:09	11:18	11:29		10:50	11:03	11:09	11:18	11:29		10:50	11:03	11:09	11:18	11:29	
11:20	11:33	11:39	11:48	11:59		11:20	11:33	11:39	11:48	11:59		11:20	11:33	11:39	11:48	11:59	
last bus	11:50	12:03	12:09	12:18	12:29	last bus	11:50	12:03	12:09	12:18	12:29	last bus	11:50	12:03	12:09	12:18	12:29

Santa Monica - SMC - Westside Pavilion
Rimpau Transit Center

The Rapid 7 operates **weekdays only** from 6:01am until 8:55am, and then again from 11:51am until 6:03pm. (No service Saturday or Sunday.)

6:01am (first am bus) service every 20 min. until
6:57am then service every 10 min. until
8:55am (last am bus)

11:51am (first pm bus) service every 10 min. until
3:49pm then service every 20 min. until
6:03pm (last pm bus)

Rapid 7 only stops at: / Rapid 7 solamente para en

- Downtown Santa Monica
- Santa Monica Pier
- Ocean/Pico
- Pico/Main
- Pico/Lincoln
- Pico/18th
- Pico/Bundy
- Pico/Sawtelle
- Pico/Sepulveda
- Pico/Westwood
- Pico/Beverly Drive
- Pico/Robertson
- Pico/La Cienega
- Pico/Fairfax
- Pico/La Brea
- Rimpau Transit Center

Sunday schedules are operated on the following holidays: / Los horarios del domingo se operan en los siguientes días festivos:

New Year's Day	Memorial Day	Independence Day	Labor Day	Thanksgiving Day	Christmas Day
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Subject to change without notice. Service intervals are approximate. Buses also make intermediate stops / Sujeto a cambio sin previo aviso. Servicios con regularidad son tiempos aproximados. Los autobuses, también hacen paradas intermedias.



SAMPLE: BBB Fare Cards

Measure 11" tall x 28" wide and are displayed on-board buses over seating

fares		Effective February 2009		BigBlueBus.com		City of Santa Monica	
		single trip	line 10	mini blue	day pass	transfers	
						Valid for two (2) hours from time issued for travel in any direction (ROR/interagency)	
						(from local to express)	(from mini blue to express)
regular	cash or little blue card 75¢	\$1.75	50¢	local \$2.50	express \$3.50	50¢	75¢ fare + 50¢ transfer + \$1.00 express charge = \$2.25
student (ages 5-20)*	cash w/id or student punch card 50¢	\$1.75	50¢	local \$1.25	express \$3.50	50¢	50¢ fare + 50¢ transfer + \$1.00 express charge = \$2.00
senior (ages 62+)/ disabled/medicare*	25¢	50¢	25¢	local & express \$1.25		10¢	25¢ fare + 10¢ transfer + 25¢ express charge = 60¢
children ages 4 and under (limit 2) when accompanied by paying passenger	free	free	free	free	free	free	free

***ids accepted**

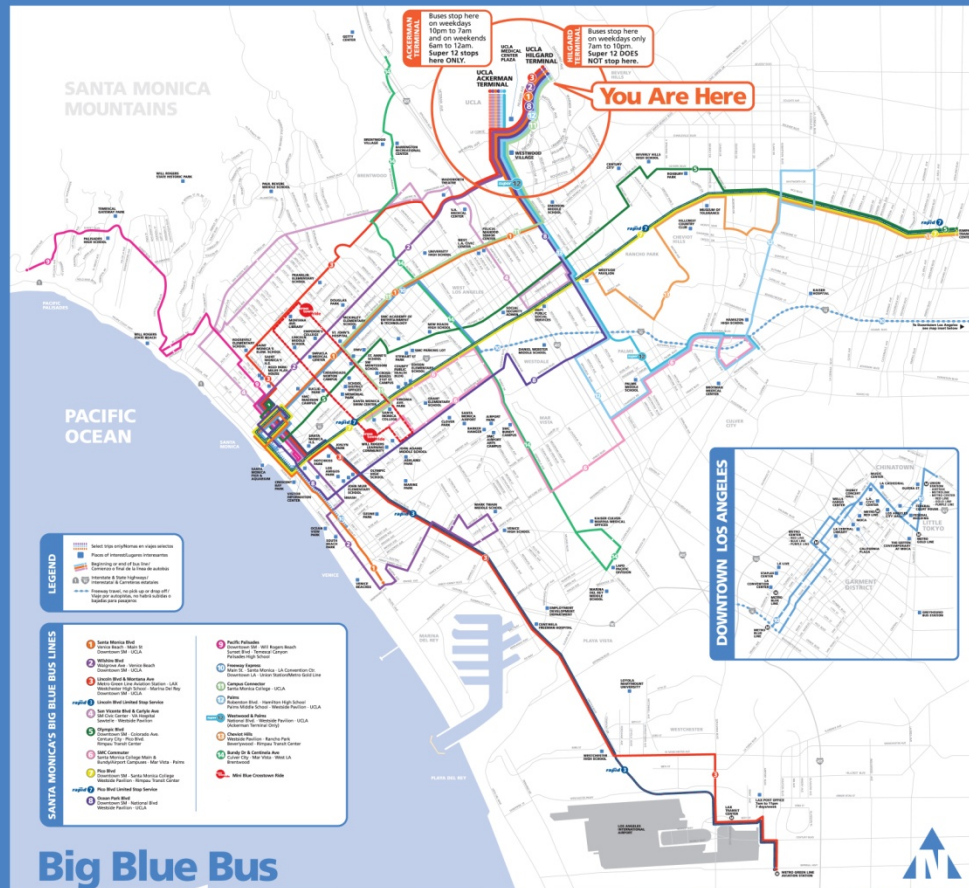
student id – proof of age and valid id to a local school
senior id – valid driver's license, DMV id or Medicare Card

disabled id – LACTOA id, valid DMV disabled registration receipt, Medicare Card, Access Service or Braille Institute cards (Va id & state-issued AFDC/SSI cards not accepted)

customer service
(310) 451-5444 / TDD (310) 395-6024

Measure approx. 48" wide by 68" tall; displayed at transit hub locations like LAX, UCLA, etc.

BIG BLUE BUS INFO



Big Blue Bus system map



Questions??

**Call (310) 451-5444
or
visit BigBlueBus.com**

Fare Information

[illegible]