

MEETING DATE: 6/13/11

**AGENDA ITEM: JOINT CITY COUNCIL/REDEVELOPMENT AGENCY
BOARD: Approval of an Agreement with Kimley-Horn
and Associates for Engineering Consultation Services
related to the Real Time Motorist Information System
Project.**

ATTACHMENTS

<u>Item</u>	<u>Description</u>	<u>Pages</u>
1.	Agreement for Engineering Consultant Services	1 - 17
2.	Project schedule	18

CITY OF CULVER CITY
AND
CULVER CITY REDEVELOPMENT AGENCY

STANDARD FORM CONTRACT

WITH: KIMLEY-HORN AND ASSOCIATES, INC.

FOR: ENGINEERING CONSULTANT SERVICES

THIS AGREEMENT is made and entered into by and among THE CITY OF CULVER CITY, a municipal corporation, hereinafter referred to as "City," THE CULVER CITY REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "AGENCY", and KIMLEY-HORN AND ASSOCIATES, INC. CONSULTANTS, hereinafter referred to as "Consultant".

1. CONSULTANT'S SERVICES. Consultant agrees to perform during the term of this Agreement, the tasks, obligations, and services set forth in the "Scope of Service" attached to and incorporated into this Agreement as Exhibit "A".
2. EFFECTIVE DATE AND TERM OF AGREEMENT. The effective date of this Agreement shall be the date the City and Agency issue the Notice to Proceed to Consultant and the term of this Agreement shall continue from that date until the earlier of:
 - Upon completion of the Scope of Service described in Exhibit "A";
 - Termination, pursuant to Section 22;
 - Exhaustion of approved compensation, pursuant to Exhibit B, Section D, Maximum Compensation;
 - Or as otherwise modified, pursuant to Section 19.
3. PAYMENT FOR SERVICES. City and Agency shall pay for the services performed by Consultant pursuant to the terms of this Agreement, the compensation set forth in the "Schedule of Compensation" attached to and incorporated into this Agreement as Exhibit "B". The compensation shall be paid at the time and manner set forth in said Exhibit "B".
4. TIME FOR PERFORMANCE. Consultant shall not perform any work under this Agreement until (a) Consultant furnishes proof of insurance as required under Paragraph 7 of this Agreement; and, (b) City and Agency give Consultant a written and signed Notice to Proceed. All services required by Consultant under this Agreement shall be completed on or before the end of the term of the Agreement except due to delays caused by any factor outside of Consultant's reasonable control, including but not limited to natural disasters, adverse weather, or acts of the client, third parties, or governmental agencies.

5. DESIGNATED REPRESENTATIVE(S). Alyssa Phaneuf, P.E shall be the designated CONSULTANT Representative, and shall be responsible for job performance, negotiations, contractual matters, and coordination with the Agency. Consultant's professional services shall be actually performed by, or shall be immediately supervised by, the Consultant Representative.
- 6.1 HOLD HARMLESS – GENERAL LIABILITY. Except for professional liability covered under Section 6.2, Consultant shall be responsible for any and all injuries to or death of any person, and for any and all damage to any and all real or personal property including Agency's or others, caused by or resulting from any acts, errors or omission of Consultant, its employees and officers or its agents arising out of or connected with rendition of services hereunder. Consultant shall hold harmless and indemnify Agency, the City of Culver City and each of their officers and employees from any and all liability claims, including costs, for damages to real or personal property, or personal injury or death, resulting from Consultant or its employees, officers or agents acts, errors or omissions arising out of or connected with rendition of services hereunder.
- 6.2 INDEMNIFICATION FOR PROFESSIONAL SERVICES. As to the Consultant's professional obligations, work or services under this Agreement, the Consultant agrees to indemnify and hold harmless the Agency, the City of Culver City, its employees and officers or it agents from and against any and all liability, claims, costs, and damages, including but not limited to, attorney fees, and losses or payments for injury to any person or property, caused directly or indirectly from the negligent acts, errors or omissions of the Consultant or its employees, officers, or agents.
- 6.3 ENFORCEMENT COSTS. The Consultant agrees to pay any and all costs the Agency and/or City incurs enforcing the indemnity and defense provisions set forth in Section 6.1 and the indemnity provision in Section 6.2.
7. INSURANCE. Without limiting its obligations pursuant to Paragraph 6 of this Agreement, the Consultant shall procure and maintain, at Consultant's own cost and expense and for the duration of this Agreement, insurance coverage as set forth in "Insurance Requirements" attached to and incorporated into this Agreement as Exhibit "C."
8. INDEPENDENT CONSULTANT STATUS. The City, Agency and Consultant agree that Consultant, in performing the services herein specified, shall act as an independent Consultant and shall have control of all work and the manner in which it is performed. Consultant shall be free to contract for similar service to be performed for other employers while under contract with Agency. Consultant is not an agent or employee of City or Agency, and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City or Agency provides for its employees. Consultant shall be responsible to pay and hold City and Agency harmless from any and all payroll and other taxes and interest thereon

and penalties therefor which may become due as a result of services performed hereunder.

9. NON-APPROPRIATION OF FUNDS. Payment due and payable to Consultant for current services is within the current budget and within an available, unexhausted and unencumbered appropriation of City. In the event City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs and services incurred up to the conclusion of the current fiscal year.
10. ASSIGNMENT. This Agreement is for the specific services with Consultant as set forth herein. Any attempt by Consultant to assign the benefits or burdens of this Agreement without written approval of City and Agency shall be prohibited and shall be null and void; except that Consultant may assign payments due under this Agreement to a financial institution. Agency may assign its rights and obligations under this Agreement to the City of Culver City.
11. RECORDS AND INSPECTIONS. Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City and Agency shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.
12. OWNERSHIP OF CONSULTANT'S WORK PRODUCT. City and Agency shall be the owner of any and all computations, plans, correspondence and/or other pertinent data, information, documents and computer media, including disks and other materials gathered or prepared by Consultant in performance of this Agreement, or at any earlier or later time when the same may be requested by City or Agency. Such work product shall be transmitted to City within ten (10) days after a written request therefor. Consultant may retain copies of such products. All written documents that are intended for public review shall be provided to City and Agency in a format suitable for posting on the internet.

13. NOTICES. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

To City and Agency: Culver City Redevelopment Agency
Attention: Todd Tipton, Redevelopment Administrator
9770 Culver Boulevard, Third Floor
Culver City, California 90232

To Consultant: Kimley-Horn and Associates, Inc.
Attention: Alyssa Phaneuf, P.E.
5550 Topanga Canyon Blvd Suite 250
Woodland Hills, CA 91367

14. TAXPAYER IDENTIFICATION NUMBER. Consultant shall provide City and Agency with a complete Request for Taxpayer Identification Number ("TIN") and Certification, Form W-9, as issued by the Internal Revenue Service.
15. PERMITS AND LICENSES. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement including, but not limited to, a Culver City business tax certificate.
16. APPLICABLE LAWS, CODES AND REGULATIONS. Consultant shall perform all work in accordance with all applicable published laws, codes and regulations required by all authorities having jurisdiction over such work. Consultant agrees to comply with prevailing wage requirements as specified in the California Labor Code, Sections 1770, et seq, as applicable.
17. PURCHASES OF SUPPLIES AND MATERIALS WITHIN CULVER CITY. For work performed, Consultant agrees to seek bids for supplies and materials from businesses located within the City of Culver City, with the intent to make purchases from these businesses if such purchases can be made at competitive prices.
18. RIGHT TO UTILIZE OTHERS. City and Agency reserve the right to utilize others to perform work similar to the services provided hereunder.
19. MODIFICATION OF AGREEMENT. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties hereto.

20. WAIVER. If at any time one party shall waive any term, provision or condition of this Agreement, either before or after any breach thereof, no party shall thereafter be deemed to have consented to any future failure of full performance hereunder.
21. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.
22. RIGHT TO TERMINATE. City, Agency or Consultant may terminate this Agreement at any time, with or without cause, in its sole discretion, with thirty (30) days written notice.
23. EFFECT OF TERMINATION. Upon termination as stated in Paragraph 22 of this Agreement, City and Agency shall be liable to Consultant only for work performed by Consultant up to and including the date of termination of this Agreement, unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant shall be entitled to payment for work satisfactorily completed to date, based on a pro-ratio of the fees set forth in Exhibit "B" attached hereto. Such payment will be subject to City and Agency's receipt of a close-out billing.
24. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. If litigation arises out of this Agreement, then venue shall be in the Superior Court of Los Angeles County.
25. LITIGATION FEES. If litigation arises out of this Agreement for the performance thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and attorney's fees paid or incurred in good faith.
26. INTEGRATED AGREEMENT. This Agreement represents the entire Agreement among the City, the Agency and the Consultant, and all preliminary negotiations and agreements are deemed a part of this Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement, and any subsequent successors and assigns.
27. EFFECTIVE DATE. The effective date of this Agreement is the date it is signed on behalf of City and Agency, and shall remain in full force and effect until amended or terminated; provided, that the indemnification and hold harmless provisions shall survive the termination.

Contract No. RA

KIMLEY-HORN AND ASSOCIATES, INC.

Dated: _____

By _____
Name
Title

CITY OF CULVER CITY, CALIFORNIA

Dated: _____

By _____
John Nachbar
City Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Sol Blumenfeld
Community Development Director

Carol A. Schwab
City Attorney

APPROVED AS TO FINANCING:

APPROVED AS TO BUSINESS
TAX CERTIFICATE:

Jeff Muir
Chief Financial Officer

Revenue Division
Acct. No. _____

(Signatures continued on Page 7)

(Signatures continued from Page 6)

CULVER CITY REDEVELOPMENT AGENCY

Dated: _____

By _____

John Nachbar
Executive Director

APPROVED AS TO FORM:

Kane, Ballmer & Berkman

By _____
General Counsel

EXHIBIT A

CITY OF CULVER CITY
AND
CULVER CITY REDEVELOPMENT AGENCY

WITH: KIMLEY-HORN AND ASSOCIATES, INC.

FOR: ENGINEERING CONSULTANT SERVICES

SCOPE OF WORK

Upon request of Agency's Assistant Executive Director, Consultant shall provide all equipment and materials necessary for the performance of the engineering consulting services as described in Exhibit "A-1". Consultant and all employees are to hold active and valid licenses as required by City, State and Federal regulations.

By execution of this Agreement, City and Agency accept Consultant's proposal Rev 031711 AP, attached to and incorporated into this Agreement as Exhibit "A-1", as meeting the requirements of the scope of work.

Consultant

Sol Blumenfeld
Assistant Executive Director

EXHIBIT "A-1"
CITY OF CULVER CITY
AND
CULVER CITY REDEVELOPMENT AGENCY AGREEMENT
WITH: KIMLEY-HORN AND ASSOCIATES, INC.
FOR: ENGINEERING CONSULTANT SERVICES



Culver City Real Time Motorist Information System

Rev 011211 AP
Rev 012511 AP
Rev 021011 AP
Rev 031711 AP

Project Approach/Scope

Task 1 – General Services

Task 1 includes the project management and meeting coordination for the project. In Task 1, Kimley-Horn will perform the following services:

- a) Kimley-Horn will prepare for and attend a kick-off meeting with the City to discuss the goals, objectives, and schedule for the project.
- b) Kimley-Horn will perform project management that includes preparation of monthly invoicing and client coordination.
- c) Kimley-Horn will prepare for and attend up to 8 progress meetings with City staff on the project management team during the design phase of 3 months. It is assumed that the majority of the meetings will be teleconference, with up to three in person meetings.

Task 1 Deliverables

1. Kick-off meeting agenda and meeting minutes
2. Progress meeting agendas and meeting minutes, up to 8.

Task 2 - Preparation of Bid Documents

Task 2 includes the Systems Engineering Process and the preparation of 30% design plans.

Systems Engineering

FHWA has allowed for the Systems Engineering documentation to be prepared in one step for preliminary engineering. Our process will be to involve the City departments and stakeholders as needed in the development of the Systems Engineering documentation through reviews and in the project meetings identified in Task 1. We will follow the process as illustrated in the Vee diagram shown below.

SEMP

Kimley-Horn will prepare a Systems Engineering Management Plan (SEMP) outline for the project in accordance with FHWA policy. We will work in coordination with FHWA staff on the guidelines and their intent. Based on the discussion with FHWA staff, we will prepare a detailed SEMP outline for review by FHWA. The SEMP framework will be tailored to the needs of the project and may include Operations and Maintenance for the system and integration of the system into the City's existing KITS. It will also describe the rest of the process through project initiation to acceptance testing and system retirement and replacement.

The SEMP outline, or framework, will become the basis for the SEMP. Kimley-Horn will prepare the SEMP in accordance with the framework. The SEMP will include a description of the project and its conformance with Regional ITS Architecture, sponsored by SCAG. The SEMP will include an 105+Integration Plan, which will include the integration into KITS and with the existing Parking and Revenue Control system. It will also include procurement alternatives for off the shelf options and for customized hardware or software. We will address up to two rounds of consolidated comments on the SEMP, including one round of comments from FHWA/Caltrans, and one consolidated round of



comments from the City and stakeholders. We have allocated 15 hours to address comments, We have allocated 115 hours for this subtask.

Concept of Operations

Kimley-Horn will prepare the Concept of Operations that documents the operations of the system in non-technical language, from each stakeholder's point of view in accordance with FHWA guidelines. Kimley-Horn will work in coordination with FHWA staff, City staff, and project stakeholders to prepare the document. The Concept of Operations (ConOps) will document:

- a) Needs Assessment (including goals and objectives)
- b) Project Concept (including alternatives analysis)
- c) Roles and Responsibilities in table form with a general description of roles and current responsibilities
- d) Operational Scenarios (normal, night, weekend operations, special events, maintenance, system failure, and training)
- e) Agreements

The ConOps is intended to provide a relatable, easy to understand view of how the systems and subsystems are intended to work together to produce the real-time motorist information system envisioned. The ConOps is expected to have an introduction, a table for roles and responsibilities, and brief operational scenarios that describe the basic functions of the systems. The project concept alternatives analysis will include an evaluation of communication needs for the DMS and for the system within the garages. The evaluation will consider wireless, twisted pair, and fiber communication options. We will work with the City to make a recommendation for the communication media. The alternatives analysis will also identify options for the central computer system. The central computer system will provide the central operations of the system with the ability to override messages on the DMS, correct parameters, and read messages on the signs. The central computer system can be incorporated into the City's existing TMC as an integrated components within KITS. The alternatives will provide an opinion of probable construction cost for the recommended system. The final report will show probable locations for the signs.

Kimley-Horn will address up to two rounds of consolidated comments for the Concept of Operations. It is anticipated that we will address one round of comments from FHWA/Caltrans and one set of consolidated comments from the City and the stakeholders. Kimley-Horn will submit a final version of the Concept of Operations. The comment resolution is budgeted for up to 15 hours. We have allocated 100 hours to this subtask.

Requirements Documentation

Kimley-Horn will prepare requirements documentation in accordance with the Systems Engineering process. The Requirements document will be developed from the Concept of Operations and the SEMP to provide traceability throughout the system development. The Requirements document will be used as the foundation of the Request for Proposals.

Kimley-Horn will develop a list of functional requirements which will become a system architecture and a functional block diagram. The block diagram will graphically depict the interfaces between the hardware, software, and additional systems, both internal and external. The functional requirements will be numbered according to a structure that allows for traceability and to reduce redundancy. The requirements will include functional, operational, and performance requirements. They will also include subsystem requirements and requirements for integration into existing and possible future systems. The requirements will specify data standards and message protocols, and the need for scalability.



Kimley-Horn
and Associates, Inc.

A list of requirements will be submitted to the City and stakeholders for review. Kimley-Horn will address one round of consolidated comments on the requirements, budgeted for 10 hours.

We have allocated 110 hours for this subtask.

Acceptance Testing

Kimley-Horn will prepare the Acceptance Test Plan. The documentation will be based on the requirements developed previously. The Acceptance Test Plan will provide test scripts to check the final system against the requirements. The Plan will have test scripts to test each requirement individually. It will also describe the test methodology and the test environment. It will provide space to describe the results of the test and the test performance. Kimley-Horn will address up to one round of consolidated comments on the Acceptance Test Plan, budgeted for 10 hours. We have allocated 50 hours for this subtask.

Preparation of Bid Documents

Kimley-Horn will prepare 30% plans for the Real Time Motorist Information System. To prepare the plans, Kimley-Horn will follow the subsequent steps:

Existing Conditions Analysis

Kimley-Horn will request occupancy information from the City. Occupancy information could consist of peak day/time utilization or percent utilization. Kimley-Horn will also perform field work to observe existing conditions at the parking garages at Ince, Cardiff, and Watseka. The field work will observe:

- a) General garage operations
- b) Ingress and Egress locations
- c) Operating and Enforcement policies
- d) Review of access control equipment count operations.

Kimley-Horn will perform 1 hour survey for each garage during the peak period of vehicles exiting and entering each garage to calculate the accuracy of the parking revenue system for possible utilization for parking availability.

As part of the existing conditions analysis, Kimley-Horn will obtain readily available existing reference documentation from the City including street improvement plans (street, signal, interconnect, fiber, signing and striping), right of way information, Exposition Rail plans, and other applicable data. It is assumed that all DMS will be contained within the City of Culver City right of way. We will perform a field review to identify possible DMS locations based on wayfinding utilization (placement near parking decision points), available communication and power, and aesthetics. The existing conditions analysis will be incorporated into the SEMP and Concept of Operations described earlier in the task. We have allocated 46 hours for this subtask.

PS&E

Kimley-Horn will prepare 30% design plans for the four proposed DMS and the Parking Guidance system within each garage. The base maps for each garage will be provided by the City. We will provide, level by level information for Cardiff, Ince and Watseka, and stall by stall information for the Washington/National garage. The plans will be at the level to be used in the procurement documents. They will include typical layout of power, communication, and signage within the garage. The plans will also include the power and communication for the DMS within the City's street right of way. The plans will include base maps with right of way, utilities, and striping, and approximate dimensions for the sign locations. It is assumed that the contractor will obtain the necessary permits and final design plans for the project. Kimley-Horn will address up to two rounds of consolidated comments on the Plans, budgeted for 20 hours. We have allocated 95 hours for this subtask.



Preparation of RFP

Kimley-Horn will prepare an RFP to select a contractor to design and construct the Real Time Motorist Information System. The RFP will consist of the requirements document and the 30% PS&E. It will include an approximate schedule for implementation and standards for required documentation, training, and data sharing. The DMS will be required to conform to NTCIP 2301 standards for Conformance Level 2 at a minimum for future flexibility. The RFP will also include tasks such as mobile device integration or website integration for expandability of the system. The contractor proposer will be required to provide costs for each optional task for the City to determine the greatest value proposal. The RFP will include required contract information, including DBE requirements and forms and insurance provided by the City. Kimley-Horn will address one round of comments on the RFP, budgeted for up to 3 hours. We have allocated 32 hours for this subtask.

Task 2 Deliverables

1. SEMP framework, draft and final
2. Concept of Operations, 2 drafts and final
3. SEMP, 2 drafts and final
4. Requirements documentation, draft and final
5. Acceptance Test Plan, draft and final
6. 30% PS&E of Real-time Motorist System, two drafts and final
7. Request for Proposals, draft and final

All deliverables will be submitted in .pdf and one hard copy. Kimley-Horn will also provide the .dwg files of the final PS&E.

Additional Services

In addition to the above tasks, the following are included as optional tasks.

Optional Task A – Metro, Caltrans, FHWA Coordination

Kimley-Horn will coordinate with Metro, Caltrans, and FHWA staff to update them on the schedule of the project and to obtain feedback on submittals through the design phase. We have budgeted 15 hours on this task assumed to last 4 months.

Optional Task B – Additional Meetings

Kimley-Horn will attend up to two City Council meetings and be available to answer questions or respond to comments on the project during these meetings.

Kimley-Horn will attend up to three Project stakeholder meetings. The City will identify the stakeholders and provide their contact information. The City will also provide the venue for the meeting. Kimley-Horn will invite the stakeholders, prepare the agenda and presentation materials for review by the City, and lead the stakeholder meetings. KHA will also prepare meeting minutes for submittal to the City.

Task B Deliverables

1. Agendas and Presentation Materials, up to 3
2. Meeting minutes, up to 3

Optional Task C – MOU Preparation

Kimley-Horn will prepare documentation and reporting forms in compliance with the Memorandum of Understanding between the City and Caltrans for grant reimbursement and progress reports. We have budgeted 20 hours for this task.

Task C Deliverables

1. Grant reporting forms and documentation, up to 5.



Optional Task D – Request for Authorization for Construction Preparation

Kimley-Horn will prepare and submit the Request for Authorization for Construction application to Caltrans Local Assistance. As part of this form, Kimley-Horn will prepare a Field Review Form and the No Right of Way Certification Form for projects not on the state highway system. Kimley-Horn will address up to two rounds of consolidated comments the City and Caltrans on the Request for Authorization for Construction. Kimley-Horn will also coordinate with Local Assistance to obtain feedback and elicit process and schedule information to identify critical path. We have budgeted eight hours for Caltrans coordination.

The proposed project is considered eligible for a Categorical Exclusion under the National Environmental Policy Act (NEPA) and a Categorical Exemption under the California Environmental Quality Act (CEQA). It is assumed that the project will not result in any significant environmental impacts or other exceptions to the NEPA or CEQA criteria. Accordingly, a joint Categorical Exemption/Categorical Exclusion Determination Form will be prepared as outlined in Chapter 6 of Caltrans' Local Assistance Procedures Manual. Kimley-Horn will assist the City in revising and processing the Categorical Exclusion and forms through Caltrans Local Assistance. The Field Review will be held if necessary based on the Tier 1 project. No technical studies are assumed in this scope. We have budgeted 40 hours for the Request for Authorization for Construction application.

Task D Deliverables

1. Request for Authorization for Construction, draft and final

Optional Task E – Bidding Process and Selection of Contractor

Task E consists of Kimley-Horn assisting the City in the bidding process and selection of a contractor. In Task E, Kimley-Horn will provide the following services:

- a) Kimley-Horn will provide assistance responding to questions of the contractors and revise the RFP or issue addendums, if necessary. We have allocated up to five hours of assistance for this work.
- b) Kimley-Horn will assist the City in creating a pre-qualified list of contractors for the distribution of the RFP. We have allocated up to four hours of assistance.
- c) Kimley-Horn will assist the City in reviewing bids and providing recommendations for shortlisted contractors. We have allocated up to eight hours of assistance.
- d) Kimley-Horn will assist the City in interviewing shortlisted contractors and forming a recommendation for the contractor. We have allocated up to eight hours of assistance.
- e) Kimley-Horn will assist the City in writing the contract for the selected contractor. Kimley-Horn will assist in writing the scope for the contract. The City will provide the contract language and an example contract. We have allocated up to four hours of assistance.
- f) General assumptions – We assume the City will provide an example of the sample contract with insurance language, DBE requirements, and other legal requirements of the RFP. We assume that there will only be one bid per Contractor.

Task 4 – Contingency

Change orders will be used as agreed upon by the City and KHA for additional services outside of this scope of services. Additional services can include, but are not limited, additional meetings or coordination with the contractor. Additional services will be provided on a time and materials basis.

EXHIBIT B

CITY OF CULVER CITY
AND
CULVER CITY REDEVELOPMENT AGENCY

WITH: KIMLEY-HORN AND ASSOCIATES, INC.

FOR: ENGINEERING CONSULTANT SERVICES

SCHEDULE OF COMPENSATION

- A. AMOUNT OF COMPENSATION. Payment for all work performed by Consultant pursuant to the terms of this Agreement, including Consultant's meeting with City and Agency staff, shall be made on the basis of the per task rates as set forth in Consultant's Fee Proposal below:

Fee Proposal						
TASK DESCRIPTION		KIMLEY-HORN PERSONNEL				
		Principal/ PIC	PM/Sr. Prof.	Prof.	Analyst	Clerical
Task						
1	General Services					\$12,530
	Project Management/General Services	2	15		5	\$4,575
	Meetings	17	17	5	5	\$7,955
2	Preparation of Bid Documents					\$73,605
	SEMP	5	25	30	40	\$15,000
	ConOps	5	20	30	30	\$13,050
	Requirements Documentation	15	20	30	30	\$15,050
	Acceptance Test Plan	5	10		25	\$6,275
	Existing Conditions		4	5	32	\$5,420
	Bid Docs	8	8	38	50	\$14,670
	RFP	2	8		20	\$4,140
	TOTAL	59	127	138	237	\$86,135
	Indirect Expenses					\$4,307
	PROJECT TOTAL (Includes Task 1 and 2 only)					\$90,442
	Optional Tasks					
A	Metro, Caltrans, FHWA Coordination		15	4		\$3,520
B	Additional Meetings	4	19	14	10	\$7,510
C	MOU Preparation		11	15		\$4,420
D	Request for Authorization for Construction Preparation	14	19	2		\$7,320
E	Bidding Process and Selection of Contractor	6	20			\$4,560
4	Contingency - NOT INCLUDED IN TOTAL FEE					\$35,000
		\$200.00	\$160.00	\$140.00	\$115.00	\$80.00
	LABOR COST	\$0	\$0	\$0	\$0	\$0

- B. BILLING. At the end of each calendar month in which services are performed or expenses are incurred under this Agreement, and prior to the 10th day of the following month, Consultant shall submit an invoice to the City and Agency at the following address:

Culver City Redevelopment Agency
Attn: Todd Tipton, Redevelopment Administrator
9770 Culver Boulevard, 3rd Floor
Culver City, CA 90232

The invoice submitted pursuant to this paragraph shall show the Agency Agreement Number, the tasks completed, the dates on which the services were performed, actual out-of-pocket expenses incurred in the performance of the services, and such other information as the Agency may reasonably require.

- C. TIME OF PAYMENT. Payment to Consultant shall be made within thirty (30) days after submittal of Consultant's invoice and approval by City and Agency.
- D. MAXIMUM COMPENSATION. Notwithstanding the foregoing, Consultant shall complete all the work and tasks described in Exhibit A and Exhibit A-1 for a total amount of compensation that does not exceed One Hundred Eight Thousand Five Hundred Thirty Dollars (\$108,530.00), which amount includes all out-of-pocket expenses.

Consultant

Sol Blumenfeld
Assistant Executive Director

EXHIBIT C

CITY OF CULVER CITY AND CULVER CITY REDEVELOPMENT AGENCY

WITH: KIMLEY-HORN AND ASSOCIATES, INC.

INSURANCE REQUIREMENTS

A. Policy Requirements.

Consultant shall submit duly executed certificates of insurance for the following:

1. An occurrence based Comprehensive General Liability ("CGL") policy, at least as broad as ISO Form CG 0001; in the minimum amount of One Million Dollars (\$1,000,000) each occurrence, with not less than Two Million Dollars (\$2,000,000) in annual aggregate coverage.

The CGL Policy shall have the following requirements:

- a. The policy shall provide coverage for personal injury, bodily injury, death, accident and property damage and advertising injury, as those terms are understood in the context of a CGL policy. The coverage shall not be excess or contributing with respect to Agency's self-insurance or any pooled risk arrangements;
- b. The policy shall provide \$1,000,000 combined single limit coverage for owned, hired and non-owned automobile liability;
- c. The policy shall include coverage for liability undertaken by contract covering, to the maximum extent permitted by law. Consultant's obligation to indemnify the Indemnities as required under Paragraph 6 of the Agreement;
- d. The Policy shall not exclude coverage for Completed Operations Hazards or Athletic or Sports Participants; and
- e. The Agency, City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees will be named as an additional insured in an endorsement to the policy, which shall be provided to the Agency and approved by the Agency's General Counsel and City Attorney.

2. Business Automobile Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000), providing coverage for use of mobile equipment (i.e. heavy mobile equipment or vehicles primarily for use in an off-road environment), to the extent that (1) such mobile equipment will be used within the City limits or on Agency business, and (2) coverage for mobile equipment is not otherwise covered by the CGL policy listed in subparagraph (a), above.

3. Professional/Negligent Acts, Errors and Omissions Insurance in the minimum amount of One Million Dollars (\$1,000,000) per claim, and shall include coverage for separate "personal injury" alleged to have been committed in the course of rendering professional services, unless such coverage is provided by the CGL policy listed in subparagraph (a), above.

Workers' Compensation limits as required by the Labor Code of the State of California with Employers' Liability limits of One Million Dollars (\$1,000,000.00) per accident, if the Agreement will have Consultant employees working within the City limits.

B. Waiver by City and Agency.

Agency may waive one or more of the coverages listed in Section A, above. This waiver must be express and in writing, and will only be made upon a showing by the Consultant that its operations in and with respect to Agency are not such as to impose liability within the scope of that particular coverage.

C. Additional Insurance Requirements.

1. All insurance listed in Paragraph A shall be issued by companies licensed to do business in the State of California, with a claims paying ability rating of "BBB" or better by S&P (and the equivalent by any other Rating Agency) and a rating of A:VII or better in the current Best's Insurance Reports;

2. Consultant shall provide City and Agency with at least thirty (30) days prior written notice of any modification, reduction or cancellation of any of the Policies required in Paragraph A, or a minimum of ten (10) days notice for cancellation due to non-payment.

3. City or Agency may increase the scope or dollar amount of coverage required under any of the policies described above, or may require different or additional coverages, upon prior written notice Consultant.

Consultant

Sol Blumenfeld
Assistant Executive Director

Project Schedule: Culver City	Months			
	1	2	3	4
Task 1: General Services				
Task 2: Preparation of Bid Documents				
SEMP Framework				
Systems Engineering Documentation - Concept of Operations, Requirements, Test Plan				
Bid Documents				

 KHA Effort