

MEETING DATE: 01/28/08

AGENDA ITEM: Approval of Solicitation of Proposals for Engineering Design Services for the Sepulveda Boulevard Widening Project (Playa Street/Jefferson Boulevard intersection to Green Valley Circle), P-881

ATTACHMENTS

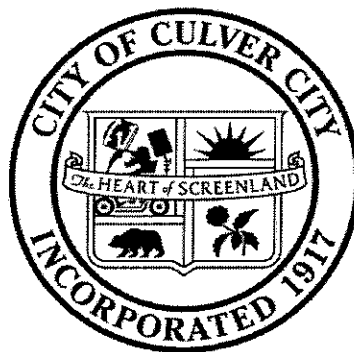
		<u>Pages</u>
1	Copy of the Request for Proposals	1-20
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REQUEST FOR PROPOSALS

ENGINEERING DESIGN SERVICES

for

***SEPULVEDA BOULEVARD WIDENING PROJECT
(PLAYA ST. /JEFFERSON BLVD. TO GREEN VALLEY CIRCLE)
P-881***



January 2008

Submittal Deadline: 3:00 pm., March 20, 2008

SECTION I - GENERAL

The City of Culver City is seeking proposals from qualified engineering design firms that can undertake the project management, conceptual design, preparation of construction drawings and technical specifications for a major street widening project on Sepulveda Boulevard from Playa Street / Jefferson Boulevard to Green Valley Circle. Sepulveda Boulevard is a major north/south arterial corridor with an average daily traffic count of 50,000 vehicles. Sepulveda Boulevard parallels the San Diego Freeway (I-405) through Culver City and is a major alternative route taken by commuters to access Los Angeles International Airport. This project is being done to alleviate an existing bottle-neck and provide for a third southbound lane within the existing right-of-way on this segment of Sepulveda Boulevard within the project limits. A portion of this project on Sepulveda Boulevard is within the City of Los Angeles.

The City's Request for Proposal is for a two phase project. Phase 1 includes the research, survey, utility coordination, preparation of the conceptual/preliminary plans, and presentations exhibits at community and City Council meetings. Phase 2 would be the final design and construction drawings, specifications and bid documents. The City intends to award the contract for design services by spring 2008.

SECTION II - PROJECT BUDGET AND SCHEDULE

The current preliminary cost estimate for the project is \$6,118,000 including engineering (design and construction management), utility relocation and/or undergrounding, construction and all contingencies. Culver City will use local funds for the design phase of the project. It is anticipated the construction of the project will be funded by a combination of federal Regional Surface Transportation Improvements (RSTI) program and local matching funds. The selected design consultant must meet the project timeline and budget.

The Project must be designed and put out to bid in compliance with the City's proposed time-line. The following is the anticipated schedule for the Project:

Task	Time Frame
Release of Notice Inviting Proposals	January 29, 08
Response to RFP due date	March 20, 08
Respondent Interviews	April 08
Award design contract	May 08
Phase 1 - Conceptual/Preliminary Design	June 08 - October 08
Phase 2 - Final Design	November 08 - March 09
Construction	October 2009

Note: All dates and timelines are tentative and subject to change.

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SECTION III PROJECT DESCRIPTION

The Sepulveda Boulevard corridor, within the Project limits, is classified as a primary arterial in the City. Currently, within the project limits, there are three (3) travel lanes northbound and two (2) travel lanes southbound with a raised landscaped median within the entire project length. This project will provide for three (3) continuous lanes in the south bound direction within the existing right of way (R/W), maintaining the existing dual left turn lanes in both directions, and enhanced business access along the segment to allow for efficient ingress and egress. The work includes, but is not limited to, street widening, utility clearances and relocation, relocation/upgrading street lights, landscape median removal/modification, traffic signal relocation/modification, roadway rehabilitation and resurfacing, and pavement striping/markers. The Project will require the utility companies to underground and/or relocate the existing above-ground utility transmission lines and poles, water meter boxes, and fire hydrants. The existing street light, street light pull boxes, traffic signals and traffic signal pull boxes are City owned and relocation will be accomplished with the project funds.

It is anticipated that Fox Hills Mall's existing driveway entrance on Sepulveda Boulevard will be eliminated and relocated to approximately 300 feet to the north as part of a separate private project to upgrade the mall. This proposed traffic signal/road work and median island modifications associated with the driveway relocation are anticipated to be completed by November, 2008. The consultant shall incorporate this proposed modification into the design. In addition, Sepulveda Blvd. from Playa St./Jefferson Blvd. to Sawtelle Blvd. shall be re-striped to add a third southbound through lane. A location map and an aerial photo are attached as Exhibits 1 for reference purposes.

SECTION IV SCOPE OF SERVICES

The City is seeking proposals from consulting firms with a proven track record to provide design services for the Project. It is anticipated that the design team include a combination of expertise in the following fields: civil engineering; traffic engineering; utility engineering; surveying; geotechnical engineering; and landscape architecture. The selected engineering consulting firm shall conduct all engineering and administrative tasks necessary to complete this project.

Proposing firms are expected to use this Scope of Services as a guide only. The Consultant shall identify all of the tasks required to design the project and shall bear all liability, including financial, to correct any errors or omissions in their design during construction.

TASK 1- PROJECT DESIGN MANAGEMENT SERVICES

The designated Consultant Project Manager, under the general direction of the City Project Manager, shall be responsible for overseeing all aspects of project development and coordination.

Project Management Services shall include, but not be limited to:

1. Oversee and ensure that all measures of the project's scope of services are completed in a timely and professional manner with an emphasis on providing the City with a high quality project.
2. Prepare and maintain a project schedule identifying the critical path for expeditious project completion.
3. Conduct and attend design kick-off meeting with all stakeholders.
4. Schedule and conduct project design team meetings and other necessary meetings; prepare agendas and minutes; and distribute to all applicable entities.
5. Conduct one community outreach meeting to present the conceptual design and obtain feedback from the public.
6. Attend and be prepared to present the conceptual and the final plans of project to City Council (two meetings).
7. Ensure that the project meets all applicable Federal, State, and local requirements.
8. Provide value engineering analysis. Provide the needed functions safely, reliably, and at the lowest overall cost. Improve the value and quality of the project.
9. Report directly to the City Project Manager and act as a liaison between the City and utility companies and the governmental agencies in order to accomplish the full project services intended by the City.
10. Ensure that all appropriate communication, correspondence, and reports are completed on an ongoing basis in a timely manner to the satisfaction of the City.
11. Arrange and participate in a detailed review of the 90% PS&E package, with in-depth field review and constructability review, and claim avoidance emphasis.
12. Coordinate and ensure that all stakeholders complete plan check of all appropriate project documents. Coordinate and ensure that updates necessary as a result of plan check review are communicated and incorporated.

TASK 2 – CONCEPTUAL/ PRELIMINARY DESIGN

1. Review all documents available at the Culver City Public Works Department/Engineering Division necessary to complete the work.
2. Provide utility coordination throughout the design stage. Prepare and mail letter on City letterhead to each utility company doing business in the City, including, but not limited to, electricity (transmission, and distribution), cable, telephone, gas, water, sewer, storm drain, and oil line(s), Culver City, City and County of Los Angeles, and the State of California. Request plans for any existing improvements, prior rights information, and, if required a preliminary cost estimate and schedule from each company for any required

relocation. The consultant is responsible to mail the letters via certified mail. The consultant shall obtain and document the height clearance of existing overhead utility lines for power transmission, traffic signal, and streetlights.

3. Perform a design survey under the supervision of a California Licensed Land Surveyor with elevations based upon the City's GPS Bench Mark. Provide aerial mapping and ground survey. According to the information obtained in Tasks 2-1 & 2-2 it may be necessary to verify the depth of existing utilities or substructures. Research and ascertain right-of-way location. Identify and set ties for all survey monuments to be disturbed by construction. The survey should also locate the building frontages and doorways. Existing traffic striping should be surveyed from Playa St./Jefferson Blvd. to Sawtelle Blvd., as this portion of Sepulveda Blvd. will be re-striped to accommodate the third southbound lane.
4. Identify and evaluate all existing improvements within the project area that affect the proposed project scope of work.
5. Coordinate with all affected agencies and determine requirements for various permits necessary for the project. Coordinate and integrate design standards for Caltrans and the City of Los Angeles each of which has jurisdiction within a portion of the right-of-way for this project. This task shall be considered to have a high priority and shall be incorporated at the earliest stage of design. Prepare and mail letter on City letterhead.
6. Coordinate and integrate design standards for transit agencies (Culver CityBus and Metro Bus).
7. Evaluate all existing access ramps within project limits for ADA compliance.
8. Conduct pavement evaluation (borings, sampling and testing of native soils) and geotechnical investigations. Determine the need for roadway construction and recommendation for either asphalt overlay or new concrete section suitable for the Traffic Index (TI) (to be provided by the City), for both the north bound and south bound direction within the project limits.
9. Prepare traffic management plan and traffic control concepts.
10. Identify and evaluate design alternatives. Prepare high quality reports, drawings, exhibits, preliminary cost estimates, and professional oral presentations as required for conceptual plan approvals.

Upon successful completion of the conceptual plans, the City will issue written authorization to proceed with final design of the contract.

TASK 3 – FINAL DESIGN

Based on the approved concept/preliminary plans, develop and prepare all necessary plans, specifications and construction drawings for the Project, incorporating City, agencies, utility companies and other comments from the previous submittal.

1. Prepare construction plans for the street widening and street rehabilitation improvements, street lights and appurtenances relocation, traffic signals and appurtenances relocation/modifications, storm drain catch basins modifications, irrigation and landscaping modifications, striping and signing, and traffic control plans, with submission for review at 60%, 90%, 100%, and final at the Mylar stage.

All drawings shall be prepared on 24" x 36" sheets on City's standard title block. Plan base sheets shall be prepared at not greater than 1" = 20' scale. All plans shall be prepared and delivered in the latest version of AutoCAD format. Submit Final Construction Plans in digital format and one (1) set in mylar (4 mil) wet stamped and signed by the California Licensed Civil, Geotechnical, and Traffic Engineers, and a wet stamped and signed topographical sheet by the supervising Californian Land Surveyor.

2. Prepare a Traffic Management Plan (TMP) and traffic control plan (TCP), obtain approval from governing agencies (i.e. Caltrans, City of L.A. and Culver City, etc.). Provide stage construction plans in order to implement the TMP as approved by the City and City of Los Angeles.
3. Submit separate set of plans to all the utility companies that may be affected by the proposed improvements for their review and comments. Perform all necessary research to establish precise location of all utilities and utility easements. The utility companies will be responsible to design and relocate and/or underground their facilities that are affected by the City's project.
4. Provide coordination with Caltrans, City of Los Angeles, Culver City, and other affected permitting/regulatory agencies. Incorporating comments and requirements from the City and other affected agencies. Provide all necessary design services required to obtain required permits and approvals.
5. Prepare Specifications and estimates with submission for review at 60%, 90%, 100% and final at the Mylar stage and prepare print-ready set prior to bidding at the Mylar stage. Submit one (1) hard copy print out of specifications to the City and a digital copy in Microsoft Word 2000 format. The final PS&E shall be stamped and signed by the Design Consultant Civil Engineer, licensed to practice in the State of California, who supervised the PS&E preparation.

Ensure that bid documents comply with all Federal, State, City and other regulatory agency general conditions, general requirements, and construction regulations. Federal Provisions in accordance with Caltrans Local Assistance Procedures Manual shall be incorporated in the specifications.

6. Prepare and submit Storm Water Pollution Prevention Plan (SWPPP) for approval in accordance with City requirements.

TASK 4 – CONSTRUCTION TECHNICAL SUPPORT

1. Attend pre-bid meeting.
2. Respond in writing to the City Project Manager to address all written requests for clarification from prospective bidders during the bidding period.
3. Prepare and issue addenda as necessary.
4. Upon construction completion, transfer all red marks from As-Builts submitted by the contractor to the record drawings and prepare for submittal to the City wet stamped and signed on Mylar.

SECTION V SERVICES / INFORMATION PROVIDED BY THE CITY

The City will provide the following items and/or services, when applicable:

- City street, traffic signal, sewer and storm drain information, traffic volume data, drawings and other data on file with the City.
- A digital copy of the City's standard specifications and provisions.
- A digital copy of the City of Culver City and City of Los Angeles' Standard Title block with Vicinity Map, blank plan, and blank profile sheet.
- Printing and distribution of bid documents to bidders and others.
- NEPA and CEQA environmental document.

SECTION VI - SUBMITTAL REQUIREMENTS

Five (5) copies of the following information, one copy of which must be single-sided and unbound, are requested as part of the submittal requirements. Please use the following format:

1. Letter of Introduction - Include the Consultant's basic understanding of the proposal; limited to five pages.
2. Project Team – List the proposed project team members, by name and position, the function each person will perform, and the percent of time each will spend on this project. Provide resumes for each proposed team member, including past experience of each team member related to this project. Include any experience

related to past projects of similar scope as the one described herein. Also, indicate past experience this team has working together.

3. A list of sub-consultants, if any, proposed to assist the prime consultant. This list shall also include the sub-consultants' qualifications pertinent to this project.
4. A resource matrix must be submitted with the proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (job title only) as well as the number of hours these individuals will be working on each task listed, will be included in adjacent columns. The resource allocation matrix and the project design schedule are required of both the primary Consultant, as well as any sub-Consultant. Failure to do so will result in the Consultant's Proposal being deemed incomplete and it shall not receive further consideration.
5. Approach – Describe the firm's approach to Section IV - Scope of Services in this RFP, as well as the level of involvement and interaction with City staff anticipated. In addition, provide a detailed explanation of your team's approach to designing the project. Include any other tasks your team will perform that may not be listed in the Scope of Services.
6. Experience - Describe the relevant experience of the firm in preparing preliminary and construction plans for public agencies for similar types of projects. Provide a summary of the stated experience and outcomes/results accomplished, including a client contact and phone number.
7. Work Load – Provide a list of the firm's and team member's current and anticipated major projects to December 2008.
8. Project Timeline – Detail an anticipated project timeline from start of work to deliverables of each project phase/milestone. Provide your anticipated project schedule based on commencing the design project on June 2008, per table on page 1.
9. In a separate sealed envelope provide a not-to-exceed fee schedule for the project. The "Project fee schedule" shall be broken down by tasks and shall include, but not be limited to all professional consultant services necessary to complete the work covered by this proposal. The fee should be broken down, at a minimum:
 - a. A "project fee schedule" indicating the fee for individual tasks (including city plan check corrections) with a "not to exceed fee" which shall be the sum of all tasks by part, phase, and milestone.
 - b. The number and classification of personnel required and the number of anticipated hours. The hourly rates for all employee classifications that may be billed to the project.



- c. The cost of blue printing and printing of materials submitted to the City and others for review, mileage, telephone services, mailing/delivery, and incidental costs associated with the preparation of the plans and specifications shall be included in the cost proposed for other tasks.
10. References - Provide at least three (3) references of individuals and/or firms with whom the Proposer has worked with on similar projects; provide a contact name, position, firm name, address, telephone and fax numbers. Public Sector references are required.
11. Provide copies of the design plan and photos of the two (2) projects your firm has designed for a similar project. Plans must be provided on 11" X 17" sheets.
12. Do not use the Culver City logo in the proposal.

SECTION VII - DESIGN CONSULTANT SELECTION GUIDELINES

The following criteria will be considered in the evaluation process:

1. Ability to perform the required services competently and expeditiously. Record of the consultant in accomplishing work within required time and budget constraints.
2. Extent and quality of the firm's experience and accomplishments in similar projects; and familiarity with state and federal procedures.
3. Qualifications and experience of the team members assigned to the projects; Ability to lead a multi-disciplinary project team; the proposed Project Team's specific knowledge and experience in street and traffic design and preparation of construction plans and specifications for municipal projects. Also, their past experience working together as a team on similar municipal projects
4. Responsiveness to this RFP and the completeness of the information provided.
5. Understanding of the approach; tasks, and methodology necessary to complete the required services. Capability of developing innovative or advanced techniques.
6. Financial responsibility and workload of the firm(s).

The proposed fee is not intended to be the governing factor in the selection process but will be considered. The proposed fee must be submitted in a sealed envelope, separate from the proposal.

While it is the intention of the City to complete the full Scope of Services provided above in an uninterrupted sequence, the City reserves the right in consultation with the top candidates to narrow the final scope of services to reflect project budget constraints. As such, the final scope of services could be revised.

After reviewing all the proposals, staff will generate a short list of 3~5 consultants for interviews. Interviews will be scheduled in April 2008.

SECTION VIII - SOLE AUTHORITY

Rights of Rejection

The City intends to award a contract to the respondent that demonstrates the highest level of expertise and capabilities to provide the requested services. The City reserves the right to reject any and all proposals or to re-issue the RFP when such action shall be considered in the best interest of the City.

By submitting a response to this RFP, prospective consultants waive the right to protest or seek legal remedies whatsoever regarding any aspect of this RFP. In addition, the City reserves the right to issue written notice to all participants of any changes in the proposal submission schedule or submission requirements, should the City determine in sole and absolute discretion that such changes are necessary. The City also reserves the right to approve all individuals and firms, if any, to be retained by the prime consultant. The City's policy is to screen consultants based upon their proposal and project reference checks.

SECTION IX - PAYMENT TO CONSULTANT

1. This work is to be performed for a "Not-to-Exceed Fee."
2. The Consultant shall provide a "Project Fee Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fee" which shall be the sum of all tasks by part, phase, and milestone.

The City will pay the Consultant for work completed based on milestones completed and accepted by the City. The City shall make sole and final determination if a milestone as described above is complete and acceptable for payment.

3. Monthly invoices will specifically identify job title, person-hours, and costs incurred and previously completed by each task.
4. The Consultant shall not perform any work beyond the scope of service in the "Agreement for Professional Consultant Services," unless an "Amendment to the Agreement" is executed between the City and Consultant.
5. The Consultant shall receive no compensation for any re-work necessary as result of the Consultant's errors or oversight.

SECTION X - CONTRACT

The lead firm will be required to enter into an agreement with the Culver City prior to commencing work. No selection will be final until an agreement has been properly executed and signed by the consultant and the City. The terms of the agreement will include, among other items, insurance requirements established by the City. A sample form professional services contract is attached as Exhibit No. 2.

Errors and omissions insurance, specifically and exclusively designated for this project, shall be required of the firm providing professional engineering design services for the Project. Such insurance shall provide a minimum coverage limit per claim of not less than \$1,000,000 per claim/\$1,000,000 in aggregate with an additional \$1,000,000 in exclusive coverage to the Project. The insurance shall cover all design work performed by subconsultants. Such policy may be written on a "claims made" basis provided it commences as to each named insured upon execution of each covered contract, continues until final construction completion and includes at least a one year discovery period after construction completion of the project.

All firms are required to have Worker's Compensation coverage and General Liability and Automobile Liability, each with a limit of \$1,000,000, naming the City and the city of L.A. as additional insured and provide for a 30-day notice of cancellation. Additionally, the consultant is also required to have the insurance company execute the City's Special Endorsement form or endorsed by endorsement approved by the City Attorney. A copy of the Special Endorsement form is attached as Exhibit No. 3. The firm and all subconsultants must obtain a Culver City business tax certificate.

Should the City's relationship with the Consultant end during any phase of the design/construction process the City will retain possession of and exclusive rights to any drawings and/or documents produced during any one of the phases.

SECTION XI - PROPOSALS DUE

Five copies of the proposal and the proposed Project Fee Schedule (in a separate sealed envelope) shall be submitted **by 3:00 pm, Thursday, March 20, 2008** to the address shown below. Postmarks will not be accepted in lieu of delivery. Proposals are to be sent to:

Charles D. Herbertson, Public Works Director/City Engineer
Culver City Public Works Department
Engineering Division, City Hall 2nd floor
9770 Culver Boulevard
Culver City, CA 90232-0507

All Submittals must, be clearly marked as "Proposal for Engineering Design Services for Sepulveda Boulevard Widening Project (Playa St./Jefferson Blvd. to Green Valley Circle), P-881"

City Hall business hours are 7:30 am - 5:30 pm, Monday through Friday, City Hall is closed alternate Fridays. For example, the City Hall is closed January 18 and February 1.

SECTION XII - RFP QUESTIONS

A non-mandatory pre-proposal meeting for this RFP has been set for **February 21, 2008 at 2:00pm in the City Hall.**

Questions regarding this Request for Proposals must be submitted no later than **5:00 p.m. PST on Thursday, March 6, 2008 by e-mail.** Questions should be submitted to:

Hong Wang, P.E.
Senior Civil Engineer
(310) 253-5604
hong.wang@culvercity.org

Responses to RFP Questions will be e-mailed only to bid holders who have provided an e-mail contact.

EXHIBITS:

1. Project Location and Aerial Map
2. Sample Contract with Exhibits "A" and "B"
3. Special Endorsement form
4. Project Study Report Equivalent by AZTEC Engineering.

SampleCITY OF CULVER CITY
STANDARD FORM CONTRACT

FOR: Engineering Design Services for Sepulveda Boulevard Widening Project (Playa St./Jefferson Blvd. to Green Valley Circle), P-881"

THIS AGREEMENT is made and entered into by and between THE CITY OF CULVER CITY, a municipal corporation, hereinafter referred to as "City," and _____, a _____ corporation, 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. TERM OF AGREEMENT. The term of this Agreement shall be from the effective date pursuant to Paragraph 27 of this Agreement and shall end upon satisfactory completion of the work, as reasonably determined by City's Public Works Director.
3. PAYMENT FOR SERVICES. City 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 gives Consultant a written and signed Notice to Proceed.
5. DESIGNATED REPRESENTATIVE(S). _____, shall be the designated Consultant Representative, and shall be responsible for job performance, negotiations, contractual matters, and coordination with the City. Consultant Representative shall actually perform, or provide immediate supervision of Consultant's performance of, the Scope of Service.
6. HOLD HARMLESS. 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 City's or others, caused by or resulting from any acts, errors or omissions of Consultant, its employees or its agents arising out of or connected with rendition of services hereunder. Consultant shall defend, hold harmless and indemnify City and its 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's, its employees or agent's

acts, errors or omissions arising out of or connected with rendition of services hereunder.

7. INSURANCE. Without limiting its obligations pursuant to Paragraph 6 of this Agreement, Consultant shall submit one or more duly executed certificates of insurance for Comprehensive General Liability in the minimum amount of One Million Dollars (\$1,000,000) single limit coverage, City's Special Endorsement Form naming City as additional insured, Professional Liability in the minimum amount of One Million Dollars (\$1,000,000), Automobile Liability in the minimum amount of \$1,000,000 and Workers Compensation insurance in statutorily required amounts.
8. INDEPENDENT CONSULTANT STATUS. City 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 City. Consultant is not an agent or employee of City, and is not entitled to participate in any pension plan, insurance, bonus, worker's compensation or similar benefits City provides for its employees. Consultant shall be responsible to pay and hold City 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 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 shall be prohibited and shall be null and void; except that Consultant may assign payments due under this Agreement to a financial institution.
11. RECORDS AND INSPECTIONS. Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City 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 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. 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 shall be provided to City in digital and in hard copy form.

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: City of Culver City
 Attn: Charles D. Herbertson, Public Works Director
 9770 Culver Boulevard
 Culver City, CA 90232-0507

To Consultant:

14. TAXPAYER IDENTIFICATION NUMBER. Consultant shall provide City 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 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.
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 reserves 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 may terminate this Agreement at any time, with or without cause, in its sole discretion, with thirty-days' (30-days') written notice.
23. EFFECT OF TERMINATION. Upon termination as stated in Paragraph 22 of this Agreement, City shall be liable to Consultant only for work satisfactorily 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 proration of the monthly fees set forth in Exhibit "B" attached hereto. Such payment will be subject to City'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, then 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 between City and 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 shall remain in full force and effect until amended or terminated; provided, that the indemnification and hold harmless provisions shall survive the termination.

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(CONSULTANTS)

Dated: _____

By _____

Its _____

Dated: _____

By _____

Its _____

CITY OF CULVER CITY, CALIFORNIA

Dated: _____

By _____

Jerry Fulwood
City Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Charles D. Herbertson

Public Works Director

Carol A. Schwab

City Attorney

APPROVED AS TO FINANCING:

APPROVED AS TO BUSINESS
TAX CERTIFICATE:

Jeff Muir
Chief Financial Officer

Crystal Alexander
City Treasurer

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EXHIBIT A

CITY OF CULVER CITY
AGREEMENT

WITH:

SCOPE OF SERVICE

Consultant shall perform all _____ services as detailed in the attached Proposal and Scope of Services document. References in that attachment to _____ shall mean Consultant.

EXHIBIT B

CITY OF CULVER CITY
AGREEMENT

WITH:

SCHEDULE OF COMPENSATION
(TIME AND MATERIALS BASIS)

- A. METHOD OF PAYMENT. Payment for all work performed by Consultant pursuant to the terms of this Agreement, including Consultant's meeting with City staff, shall be made based on the hourly rates and maximum amounts per task as set forth in the attached _____.
- 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 at the following address:

City of Culver City
Attn: Charles D. Herbertson, Public Works Director
9770 Culver Boulevard
Culver City, CA 90232-0507

The invoice submitted pursuant to this paragraph shall show the City Agreement Number, hours worked by each person who performed services during the billing period, the hourly rate of pay for each person who performed services, the dates on which the services were performed, a description of the services performed, actual out-of-pocket expenses incurred in the performance of the services, and such other information as City 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, in accordance with City's normal demand procedure.
- D. MAXIMUM COMPENSATION. Notwithstanding the foregoing and anything otherwise contained in attached _____, Consultant shall complete all the work and tasks described in Exhibit A for a total amount of compensation that does not exceed _____, which amount includes all out-of-pocket expenses.

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Exhibit No. 3

SPECIAL ENDORSEMENT CITY OF CULVER CITY

Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, it is agreed that the policy shall and does:

1. Include the City of Culver City and its officers and employees as additional insureds in the policies described on the attached Certificate of Insurance as they may be held liable for injuries, death or damage to property arising out of or in connection with the contract, executed by the named insured and the City of Culver City. It is further agreed, this policy shall be primary and noncontributing with any other insurance or self insurance program available to the City of Culver City, and includes a severability of interest clause; and
2. Provide any general aggregate limit shall apply separately to the above subject contract; and
3. Provide the naming of the additional insureds as herein provided shall not affect any recovery to which such additional insureds would be entitled under this policy if not named as such additional insureds; and
4. Provide the additional insureds named herein shall not be held liable for any premium or expense of any nature on this policy or any extension thereof; and
5. Provide the additional insureds named herein shall not by any reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever; and
6. Provide the provisions of the policy shall not be changed, canceled or otherwise terminated as to the interest of the additional insureds named herein without first giving thirty (30) days written notice thereof to the City Attorney and Public Works Director/City Engineer of the City of Culver City by certified mail, return receipt requested, and addressed as follows:

City Attorney
City of Culver City
9770 Culver Boulevard
Culver City, CA 90232-0507

Public Works Director/City Engineer
City of Culver City
9770 Culver Boulevard
Culver City, CA 90232-0507

This endorsement is effective _____, 20____, when signed below by an Authorized Representative of _____ and, when issued to City shall be valid and form part of Policy(ies) No. _____ insuring _____, expiring on _____ and shall be in the same amount for the same coverage as the Policy(ies) to which is attached.

Insurer: _____

By: _____

Name and Title: _____

CITY OF CULVER CITY

PROJECT NO. _____

PROJECT NAME: _____

OR NAME OF AGENT OR BROKER

Address: _____

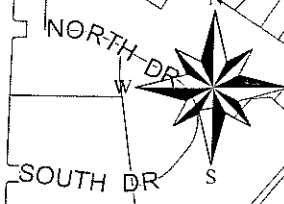
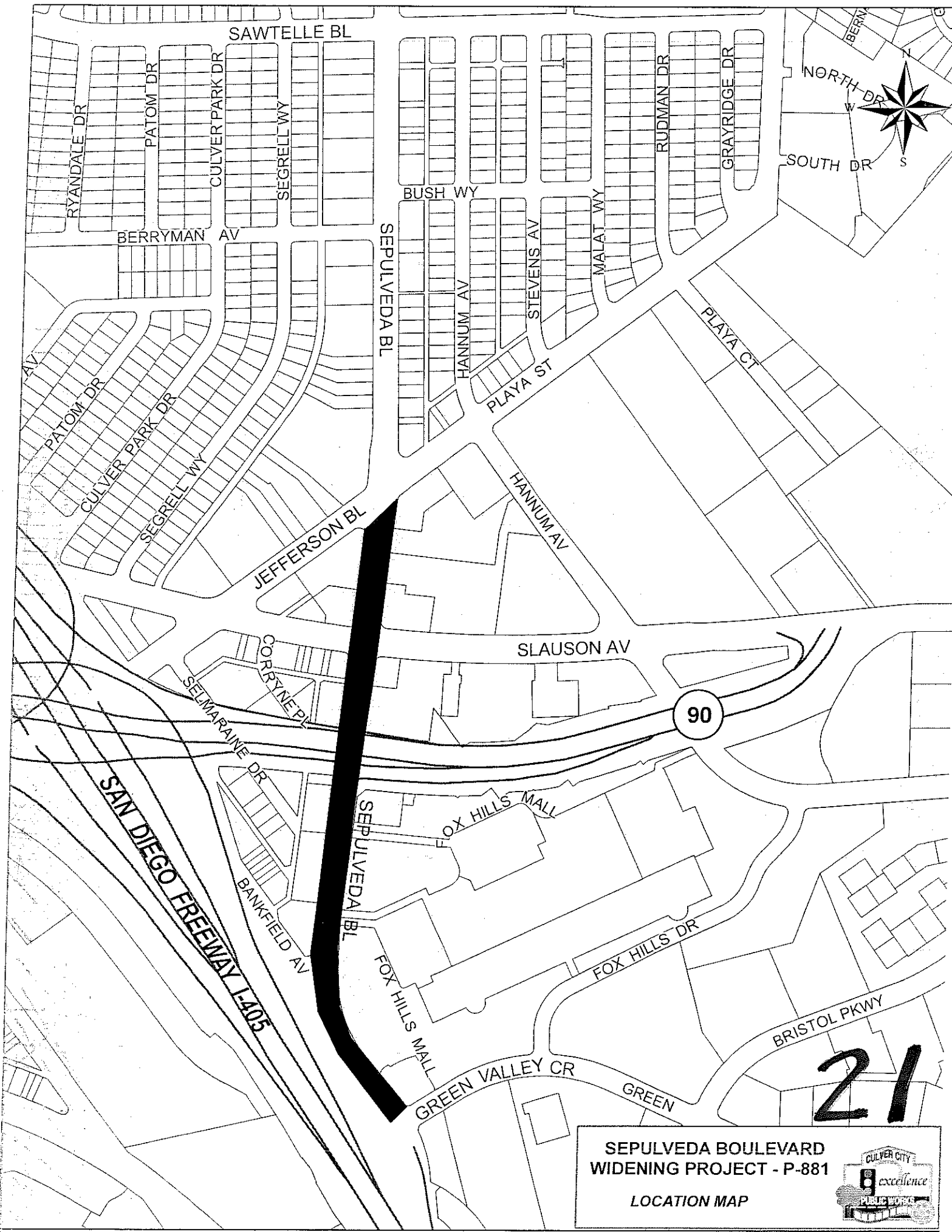
By: _____

(Signature of Authorized Representative)

Attachment: Certificate of Insurance

(If signed by other than insurer, proof of authority to bind insurer must accompany this form)

(Revised JR 3/11/05)



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**SEPULVEDA BOULEVARD
WIDENING PROJECT - P-881**

LOCATION MAP

CULVER CITY
excellence
PUBLIC WORKS