

MEETING DATE: 12/8/08

AGENDA ITEM: Authorization to Solicit Requests for Proposal for the Rehabilitation of Sewer Manholes throughout Culver City.

ATTACHMENTS

		<u>Pages</u>
1	Request for Proposal	1-17

REQUEST FOR PROPOSALS

SEWER MANHOLE REHABILITATION

December 2008

SUBMITTAL DEADLINE: JANUARY 22, 2009 @ 3:00 PM

GENERAL INFORMATION

Project Summary

The City of Culver City is soliciting proposals from qualified firms to provide the rehabilitation of approximately 27 existing concrete or brick sanitary sewer manholes to rebuild strength and eliminate possible infiltration, exfiltration, inflow, root intrusion and future deterioration of the concrete due to the sewer environment. It is the intent of this Request for Proposal (RFP) to cover all aspects of rehabilitation of these manholes including types of repair, methods of repair, materials and equipment. The average diameter on these manholes is approximately 5 feet and the depth ranges 4 feet to 20 feet.

Scope of Work

The scope of work shall include the lining and rehabilitation of sanitary sewer manholes at various locations as directed by the Public Works Director or his designee with the use of a cured-in-place laminated composite comprised of five layers of an epoxy-fiberglass with an impervious PVC inner membrane combination. The liner system shall be a Poly-Triplex liner system or a pre-approved equivalent substitute. New manhole rings and/or lids shall be installed where indicated.

Work Summary

1. It shall be the responsibility of the Contractor to make sure that the Cured In Place Manhole (CIPM) liner completely seals the manhole, shelf, pipe inlet and outlets, and the lid ring frame in a monolithic method, as required, and that no holes, cracks, or seams in the liner are left unsealed, which would allow gases or fluids to flow behind the CIPM liner as required
2. Furnish all labor, materials, equipment, and incidentals required to supply and install a protective CIPM liner as required.
3. The CIPM liner shall be designed and installed to protect concrete, brick, and other manhole surfaces from corrosion. The CIPM liner product shall be designed to stop infiltration, root intrusion, and further deterioration in the manhole. The interior surfaces to be protected shall include the walls, shelves, pipe junctions and the lid ring frame.
4. Omission of a specific item or component obviously necessary for the proper installation and functioning of the system shall not relieve the Contractor from the responsibility of supplying that specific item or component at no additional expense to the City.

References

The CIPM liner system shall be manufactured and installed as to be in compliance with the minimum value recommended by the manufacturer's standards and or applicable ASTM testing requirements.

ASTM D-638	Tensile Strength and Tensile Modulus
ASTM D-695	Compressive Strength
ASTM D-790	Flexural Strength and Flexural Modulus
ASTM D-2240	Hardness

TERMS AND PRICING

The actual number of manholes to be rehabilitated will be determined ahead of time by City Staff and given to the selected Contractor for completion. The City reserves the right to either increase or decrease the number of manholes that will be rehabilitated. Either party may terminate the agreement without cause with a thirty-day (30-day) written notification.

The attached sewer manhole locations and dimensions (EXHIBIT-A) are approximations and are to be used as a guide in preparing a cost estimate to complete the entire project.

The contract unit prices shall be paid for as stated in the proposal and shall include furnishing all traffic control, tools, materials and equipment necessary for a complete rehabilitation of each manhole per the specifications and installation of new rings/lids where indicated and no additional compensation will be allowed therefore.

PROPOSAL SUBMITTAL TIMELINE

The *tentative* schedule for the project is as follows:

RFP released to potential contractors	December 9, 2008
Deadline for written questions & requests	January 8, 2009 @ 3:00 PM
Due date for proposal submittal	January 22, 2009 @ 3:00 PM
City Council approval	February 9, 2009

Responses to RFP questions will be emailed immediately following the deadline for questions only to RFP holders who have provided an email contact.

SCOPE OF WORK

All work shall comply with Section 500-2 (Manhole and Structure Rehabilitation) of the 2006 edition of the Standard Specifications for Public Works Construction (SSPWC) "GREENBOOK".

Work will involve the rehabilitation of existing concrete or brick sanitary sewer manholes to rebuild strength and eliminate possible infiltration, exfiltration, inflow, root intrusion, and future deterioration of the concrete due to the sewer environment.

A. Traffic Control

Contractor must follow Work Area Traffic Control Handbook (WATCH) manual procedures to ensure safe traffic control practices are followed during the performance of their work. Selected Contractor will be required to submit a traffic control plan for approval during the contract certification process of the project.

B. Field Measurement and Inspection of Manholes

The Contractor shall field measure and inspect manholes before ordering materials. The Contractor shall submit a copy of the written measurements to the Public Works Director or his designee. If the Contractor notices any unusual conditions that would require a heavier weight liner material than specified in the table below (Section F-Liner Bag), this shall be indicated to the Public Works Director or his designee for approval. A change

order will be initiated before the ordering of materials with each change order form including the physical street address of each manhole.

C. Surface Preparation

Contractor shall remove all manhole maintenance steps flush with the structure wall before lining.

Contractor shall clean manhole walls and base with high pressure water prior to the installation of the liner.

Contractor shall engage in the mechanical removal (pneumatic chisels, jack hammers or other approved mechanical means) of hard calcium deposits that cannot be removed with high pressure water blasting.

All active structure infiltration must be eliminated completely prior to liner application. All grouting shall be completed in accordance with current applicable National Association of Sewer Service Companies (NASSCO) specifications.

Contractor shall be responsible for removal and disposal of all debris removed during the rehabilitation process. The Contractor shall comply with all Federal, State, and Local regulations regarding disposal of debris.

D. Flow Control

Any flow control or bypass pumping necessary to perform manhole rehabilitation shall be the responsibility of the Contractor.

E. Concrete Mortar Replacement

Concrete replacement to build the wall up to within one inch of the nominal inside diameter of the structure shall be air or manual placed concrete per "GREENBOOK" Section 500-2.4.3, 500-2.4.4 & 500-2.4.5.

F. Liner Bag

The liner bag shall be composed of five layers composed of E glass fiberglass, polyester felt, and a flexible non-porous PVC water and gas shield membrane. The flexible non-porous PVC water and gas shield shall be embedded between the structural layers of epoxy-fiberglass to guard against nicks, tears and damage to the gas protection membrane.

The pre-saturated weight of the liner bag materials shall conform to the table below:

MH Depth in Feet	Outside Fiberglass Weight	Inside Felt	PVC Inner Barrier	Inside Felt	Inside Fiberglass Weight	Min. Total Composite Weight
> 10	12 oz.	20 oz.			12 oz.	44 oz.
> 15	18 oz.	20 oz.			18 oz.	56 oz.
> 20	24 oz.	20 oz.			24 oz.	68 oz.
> 35	48 oz.	20 oz.			48 oz.	116 oz.

The design table above is intended as a general manhole guide for the minimum weights of the liner bag materials at various depths. This is not intended to limit the liner manufacturer's and authorized installer's judgment to recommend the use of a heavier weight fiberglass liner material for unusual conditions identified in the structure during the pre-manufacturing measurement and inspection. Any recommended increase in the liner thickness approved by the Public Works Director or his designee will not affect the warranty requirement. The increased cost for the thicker liner shall be paid for by a change order.

The angle point between the manhole wall and base shall be reinforced with extra layers of fiberglass and shall have a minimum completed composite thickness of six layers of fiberglass each with a minimum weight as specified in the table above.

The CIPM liner shall be constructed in such way the non-porous inner flexible PVC membrane is protected from damage by the use of an epoxy-fiberglass layer. This inside surface protective layer is to protect the CIPM liner from impact damage (nicks from rodders and root cutters, hydro-vac nozzles, inspection cameras, survey equipment and construction techniques used in pipeline rehabilitation). The importance of this protection layer cannot be over-emphasized to protect the manhole from sulfides and other gases penetrating through nicks and cuts in an unprotected membrane. This CIPM liner must be impervious and without holes that will allow hidden corrosion on the concrete behind the liner, which can cause the eventual failure of the liner and the manhole. This inner liner may be installed with multiple installations.

G. Epoxy Resin

The modified epoxy resin shall be a two component 100% solid, non-VOC style resin. The resin shall bond to the existing manhole brick or concrete substrate and each layer of the fiberglass, polyester felt, and flexible PVC inner liner.

H. Repair of Installed Liner

The finished lining must be repairable at any time during the life of the structure. The lining shall be flexible, and have an elongation sufficient to bridge up to a 1/4-inch settling crack, without damage to the lining. The liner shall be able to bridge expansion cracks that may occur.

I. Safety

The Contractor shall comply with all Federal, State, Local and CAL/OSHA safety regulations. The Contractor's personnel shall be certified for confined space entry.

J. Installation and Field Inspection

Plywood and protective plastic shall be used around the maintenance hole to isolate the street surface from the resin. Good housekeeping measures shall be employed and any spilled resin shall be cleaned up at the Contractor's expense.

A flow control device shall be installed to maintain the normal flow and isolate the bottom of the liner from the flow during installation of the liner.

The Public Works Director or his designee shall inspect each dry liner bag before installation to verify that the inspection tag, installation address, and the liner materials comply with the table in Section F.

Both the inside and outside layers of the dry fiberglass liner shall be wet out separately with a 100% solid, non-VOC modified epoxy. There shall be no dry spots in either of the fiberglass liners.

The wet out liner, bottom, and six layer reinforced angle section shall be installed per the manufacturer's standards.

The wet out liner shall be inflated, heat cured with steam, and cooled with air per the manufacturer's standards.

The cured liner shall be cut out over the pipe channel leaving a slight flared edge. The top of the liner shall be cut off even with the top of the riser ring. Any fins in the liner at the top of the rings shall be cut in a tapered fashion to allow a full 24-inch access to the manhole.

The top and bottom of the cuts shall be sealed.

A cured flat sample of the liner to be installed and six layer reinforced angle section shall be provided to the Public Works Director or his designee prior to each installation for testing.

K. Testing and Quality Control

A spark test shall be performed on each installed liner at a minimum of 15,000 volts per "GREENBOOK" section 500-2.4.8.

A chemical resistance test ("Pickle Jar Test") shall be performed per "GREENBOOK" section 210-2.3.3.

The cured sample shall be visually inspected by the Public Works Director or his designee to confirm that the PVC barrier was installed between the layers of fiberglass and that a minimum of six layers of fiberglass was installed and cured at the bottom of the manhole.

The Public Works Director or his designee may elect to have the City's Public Works Inspector involved in all inspection phases throughout the duration of the project.

WARRANTY

The manufacturer of the CIPM lining material shall furnish an affidavit attesting to a minimum period of 10 years successful use of its materials as a lining for concrete and brick structures in wastewater conditions recognized as corrosive or otherwise detrimental to concrete.

Manufacturer shall warrant the performance of the CIPM liner for 10 years.

The installation Contractor shall include a 5-year warranty for materials and labor to repair or replace any failing conditions of the liner in the structure.

CONTRACTOR RESPONSIBILITIES

1. Should the Contractor or its employees cause any damage to public or private property, the Contractor will be required to make repairs immediately. The City may however, elect to make repairs or replacements of damaged property and deduct the

cost of such from payments due to the Contractor under the contract. The Contractor shall not be responsible for any damages caused by sewer stoppages unless caused by their gross negligence. The Contractor is responsible for any damages caused by sewer stoppages if they are caused by their gross negligence.

2. Contractors must follow Work Area Traffic Control Handbook (WATCH) manual procedures to ensure safe traffic control practices are followed during the performance of their work.
3. The Contractor shall adhere to all the City's National Elimination Pollution Discharge Elimination System (NPDES) Permit requirements.
4. The Contractor shall comply with all Federal, State, and Local laws, with special attention to those laws that pertain to the handling, transportation, and use of any hazardous materials and pertaining to the type of work specified herein.
5. The Contractor shall clean all job sites when work is completed, including the removal of all tools and materials used during work. Each day's scheduled work shall be completed and cleaned up and under no circumstance shall any manhole equipment, contractor's tools/equipment and trucks be left on the street overnight. The Contractor shall be responsible for the protection of all improvements adjacent to the work areas, including but not limited to, curbs, gutters, street paving, sidewalks, traffic control signage/equipment, etc. located on either public or private property.

SCHEDULING

1. The Contractor will be required to commence work after a "Notice to Proceed" has been issued by the City. The Contractor shall, prior to commencing, submit and gain approval of a weekly work schedule indicating the order and location of work.
2. The general hours of operation shall be 8:00 AM to 5:00 PM. The days of operations shall be Monday through Friday. No work shall be performed on Saturday or Sunday.

PROPOSAL REQUIREMENT & FORMAT

1. Company Profile: Identify the legal name, address, telephone and fax number of your firm.
2. Qualifications: At a minimum, eligible proposers will have qualifications in the rehabilitation of sewer manholes and knowledge of applying Cured In Place Manhole (CIPM) rehabilitation. Proposers must hold an active State of California Contractor's License at time of proposal submittal. Proposers must submit current OSHA and other applicable certifications relevant to this project.
3. Scope of Services: Describe the recommended scope of service to be performed by your firm that clearly displays an understanding of the project as described in the "Scope of Work" section of this RFP. Additionally, specific items that will not be maintained by proposers shall be clearly indicated in the proposal.

4. References: Provide a minimum of five (5) references the City may contact concerning your performance on other similar sewer manhole rehabilitation contracts, preferably in the Southern California area.
5. Claim History: Provide information on any legal judgments or claim settlements your firm and any individual has had in the past five years against any public or private entity for whom it provides service, with an explanation of their disposition.
6. Schedule of Fees: The measurement and payment for cured-in-place manhole liner sewer manhole rehabilitation as described in this RFP shall be made at the contract unit price per each manhole. Contractor shall also include unit pricing for new manhole rings and lids.

The above contract price and payment shall be considered as full compensation for furnishing all labor, materials, tools, equipment, transportation and incidentals and for doing all the work involved and necessary to repair existing sanitary sewer manholes and shall include lining, manhole rehabilitation, manhole sealing and water tightness, complete in place, including field measurements of all manholes, protection and restoration of existing public and private facilities, control of surface and subsurface water, disposal of concrete and extraneous and surplus excavated materials, and all other features as necessary to complete this work as specified in the Standard Specifications for Public Works Construction "GREENBOOK" 2006 edition, these special provisions, and as directed by the Public Works Director or his designee.

Any changes in the scope of work resulting in a contract increase or decrease in fee shall be approved by the Public Works Director in writing prior to commencement of actual change in work. No fee adjustment will be allowed unless said prior approval is authorized exclusively in writing by the City, without explanation.

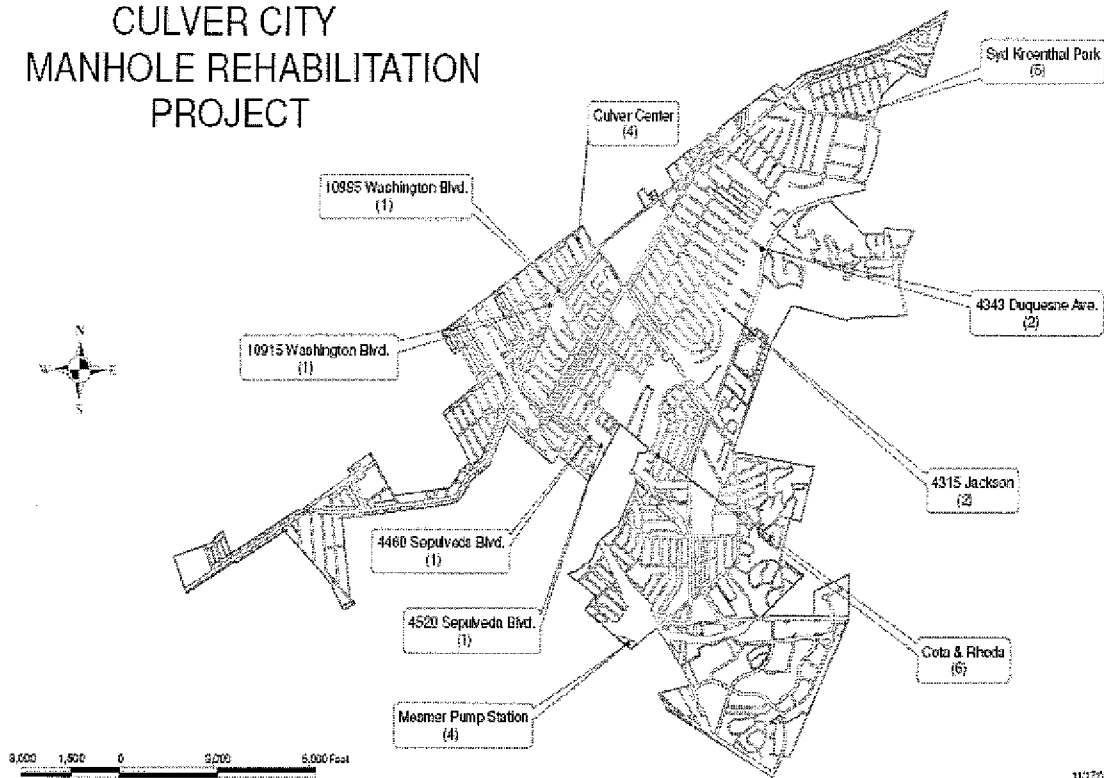
7. Proof of the Following Insurance Coverage:

See Exhibit-B: Standard Form Contract

See Exhibit C: Insurance Requirements

EXHIBIT-A

CULVER CITY MANHOLE REHABILITATION PROJECT



ADDRESS	LOCATION	LENGTH (ft)	WIDTH (ft)	NOTES
5837 Cota		4	4	
Cota & Rhoda		7	4	
Cota & Rhoda	near driveway	7	4	New lid and ring
Cota & Rhoda	middle of street	6	4	
Cota & Rhoda	near house	7	4	New lid and ring
Cota & Rhoda		8	4	
3815 Culver Center	CPK ASAP	14	3	
3851 Culver Center	AT&T	13	3	
3864 Culver Center	Kragen Auto Parts	10	2	
3880 Culver Center	Best Buy	8	2	
4315 Jackson	Private Property	8	4	New lid and ring
4315 Jackson	Private Property	8	4	New lid and ring
4343 Duquesne	Transportation Facility	20	4	New lid and ring
4343 Duquesne	Transportation Facility	10	4	New lid and ring
10895 Washington Blvd	at Elenda	13	3	
10915 Washington Blvd	La Ballona Elementary School	12	3	
4520 Sepulveda	next to Pep Boys	11	4	
4460 Sepulveda	next to YMCA	13	4	
Mesmer Pump Station	driveway apron	14	5	
Mesmer Pump Station	middle manhole	13	4	
Mesmer Pump Station	adjacent to fence	13	4	
Mesmer Pump Station	adjacent to creek	16	4	
Syd Kroenthal Park	west of baseball field	7	5	
Syd Kroenthal Park	behind 2nd ball field	7	4	
Syd Kroenthal Park	Fay & National	12	4	New lid and ring
Syd Kroenthal Park	Fay & National (next to fence)	11	4	New lid and ring
Syd Kroenthal Park	Faye Ave cul-de-sac (behind bushes)	10	3	New lid and ring

EXHIBIT B

CITY OF CULVER CITY

STANDARD FORM CONTRACT

WITH: _____

FOR: _____

THIS AGREEMENT is made and entered into by and between THE CITY OF CULVER CITY, a municipal corporation, hereinafter referred to as "City," and _____, 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 **(DATE CERTAIN OR SATISFACTORY COMPLETION OF THE WORK, AS REASONABLY DETERMINED BY CITY'S _____.)**
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. To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend (at CONTRACTOR's sole expense, with legal counsel

approved by CITY) and hold harmless the City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees (hereinafter, "INDEMNITEES"), from and against all loss, damage, cost, expense, liability, claims, demands, suits, attorneys' fees and judgments arising from or in any manner connected to CONTRACTOR's or its employees or agent's wrongful or negligent acts, errors or omissions related to this Agreement. This indemnification includes, but is not limited to, tort liability to a third person for bodily injury and property damage.

CONTRACTOR agrees that this obligation to indemnify, defend and hold harmless extends to liability and/or claims arising from INDEMNITEES' active or passive negligence.

Notwithstanding the foregoing, nothing herein shall be construed to require CONTRACTOR to indemnify an INDEMNITEE from any claim arising from the sole negligence or willful misconduct of that INDEMNITEE.

The duty to defend referenced herein is wholly independent from the duty to indemnify, arises upon written notice by CITY to CONTRACTOR of a claim within the potential scope of this indemnification provision, and exists regardless of any determination of the ultimate liability of CONTRACTOR, CITY or any INDEMNITEE.

7. INSURANCE. Without limiting its obligations pursuant to Section 6 of this Agreement, Contractor shall produce and maintain, at Contractor'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. 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
 Attention: _____
 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 regarding the subject matter hereof, 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.

NAME OF CONSULTANT, TYPE

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:

NAME
TITLE

Carol A. Schwab
City Attorney

APPROVED AS TO FINANCING:

APPROVED AS TO BUSINESS
TAX CERTIFICATE:

Jeff Muir
Chief Financial Officer

Treasury Division

EXHIBIT C

CITY OF CULVER CITY AGREEMENT

WITH: _____

FOR: _____

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 City'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 Indemnitees as required under Paragraph 6 of this agreement;
- d. The Policy shall not exclude coverage for Completed Operations Hazards or Athletic or Sports Participants; and
- e. The 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 City and approved by the 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 City 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.

4. 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.

City 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 City 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 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 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.