

MEETING DATE: 05/14/07

AGENDA ITEM: Authorization to Solicit Requests for Proposal for Design Services for the Ballona Creek Bikeway Project adjacent to Overland Avenue.

ATTACHMENTS

		<u>Pages</u>
1	Ballona Creek Bikeway Project Proposal dated December 21, 2006.	1-2
2	Copy of the Request for Proposal	3-24

**BALLONA CREEK BIKEWAY PROJECT
PROJECT PROPOSAL
PRESENTED TO THE SANTA MONICA MOUNTAINS RECREATION AND
CONSERVATION AUTHORITY
December 21, 2006**

PROJECT SITE LOCATION

The proposed project is located along the northern side of the Ballona Creek Bike Path and Channel, between Overland Avenue and the Pedestrian Bridge which crosses from Ocean Avenue approximately 1850 feet to the west of Overland Avenue. The Base Project would be the continuation of a proposal originally contemplated as a Bid Alternative in conjunction with the Culver City Pedestrian Bridge Replacement Project. To the north of the project site are the Culver City High School, Middle School and Farragut Elementary School, which are operated by the Culver City Unified School District.

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The work to be performed includes removing the existing hardscaping on a slope between the Bike path and adjacent school properties, in order to construct a 3.5' high concrete masonry wall; install irrigation and drought-tolerant landscape materials and site furniture.

Elements of the Proposed Project would include:

1. Clearing And Grubbing Of $\pm$ 5" Thick Reinforced Pavement Lining

Removal of the existing pavement lining over the slope on the North Slope. The existing pavement is $\pm$ 3" thick concrete with 6" x 6" wire mesh reinforcement on $\pm$ 2" asphalt pavement. The pavement lining shall be disposed of per standard practices.

2. 3.5' High Retaining Wall

Construct 3.5' high retaining wall along base of North Slope adjacent to Bike Path:

- The retaining wall shall be 8-inch concrete block constructed in accordance with Section 303-4.1 of the SSPWC.
- Drain pipes and backfill shall comply with SSPWC Sections 207, 208, and 306.

3. Soil Amendment And Fine Grading

4. Irrigation System

5. *2" Water Meter*

Installation of a 2" water meter in a location approved in coordination with Golden State Water Company.

6. *Jute Mesh*

7. *Planting with native, drought tolerant vegetation. (Trees, shrubs and groundcover)*

8. *Lighting*

9. *Site Furniture*

The following furnishing shall be installed at the locations shown on the final improvement plans when prepared.

- Benches – Curved metal benches with backs and arms that divide up the seating area.
- Trash Urns - Universal round receptacle with the concrete base; 36 gallon; side opening; 1/4" diameter perforation.

10. *5 Years Landscape Maintenance included*

11. *Educational Component* – coordinate production of educational displays with the Culver City School District and County Library. Educational displays to include material on the history and natural biology of the creek as well as current efforts in storm water pollution prevention that highlight the Continuous Deflective Separation (CDS) unit located within the proposed project area.

12. *In the area adjacent to the Los Angeles County Julian Dixon Library:*

- a.) Remove and replace (R/R) fencing along access from Overland Ave to Bike Path (BP).
- b.) Plant appropriate native vegetation.
- c.) Rehabilitate and improve Overland Ave. maintenance vehicle access to BP and CDS unit.
- d.) Install Lighting along BP between Pedestrian bridge area and Overland Ave.

13. *Remove fencing and repair post holes along BP adjacent to creek channel slope (excluding areas of 90 degree drop-off), between Overland Ave. and Sepulveda Blvd...*

14. *Remove and replace school sites fencing adjacent to the BP.*

15. *Remove and replace bike path surface.*

Culver CITY

REQUEST FOR QUALIFICATIONS AND PROPOSALS

PLANNING AND DESIGN SERVICES

for

DESIGN AND DEVELOPMENT OF THE BALLONA CREEK BIKEWAY PROJECT

May 15, 2007

Submittal Deadline: 3:00 pm., June 11, 2007

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SECTION I - GENERAL

The City of Culver City is seeking the services of qualified planning and design firm(s) to provide professional services for the Ballona Creek Bikeway Project. The project is located along the north side of Ballona Creek west of Overland Avenue, as shown in Exhibit 1.

The City's request is for a two phase project. Phase 1 includes the preparation of conceptual plans, presentations at public meetings and grant application exhibits. Phase 2 would be the preparation of construction drawings, specifications and bid documents and the participation in the contract bidding and development phases through to project completion. The City intends to award the contract for planning and design services by July 9, 2007.

The project includes planning, design and community outreach activities through the development of all construction documents necessary for construction of a project to restore natural habitat, enhance the creek and bike path environment, create educational opportunities and establish a way station for users of the bike path.

SECTION II - PROJECT LOCATION

The City of Culver City is a Charter City incorporated in 1917, with a population of approximately 40,000 within five square miles. The City is located eight miles west of Downtown Los Angeles and six miles north of Los Angeles International Airport. It is also strategically located near the interchange of the Santa Monica (I-10) and San Diego (I-405) freeways.

The Ballona Creek and Bike Path travel through the City in an east/west direction and connect to the Ocean and coastal bike path in Marina del Rey. The project is located adjacent to or near the Julian Dixon County Library, Culver City High School, Culver City Middle School, Farragut Elementary School, LA Goal adult learning center, and a Continuous Deflective Separation (CDS) unit installed by the City in 2004/2005.

SECTION III - PROJECT DESCRIPTION

The proposed Ballona Creek Bikeway Project (Project) is located along the north side of the Ballona Creek west of Overland Avenue. The goal is to have the planning and design activities completed in time to submit the project for construction funding for the next Rivers and Parkways grant cycle in October 2007. The project is intended to transform this segment of the creek and bike path by enhancing the beauty of the creek, and providing a peaceful and beautiful way station for travelers along this segment of the bike path as well as amenities for library patrons, school students and nearby residents. The proposed construction project would have the following features:

- Removal of concrete embankment and replacement with a retaining wall and terraced landscaping with native, drought tolerant plants and irrigation along the upslope side of the bike path (between the bike path and the school properties and library)
- Enhanced fencing between the bike path and the school property and between the bike path and creek
- Enhanced entry gate at the service roadway entrance to the creek located off of Overland Avenue and adjacent to the Julian Dixon county library.
- A rest area with benches, water fountain and trash receptacles
- Installing lighting along this portion of the bike path.
- Installing educational displays regarding this segment of Ballona Creek including information on storm water pollution prevention utilizing the nearby CDS unit.
- Repair of the existing mural that is that located along the bike path and near the library and install an anti-graffiti coating over the repaired mural.
- Provide for five years of maintenance.
- Safety/Security Study

Attached for your information is a more detailed description of the proposed construction project (Attachment No. 1). These project design parameters may change based on the available budget and public input received during the design process.

The Project consists of planning and design services, specifications, and cost estimates for the construction, including required environmental documents for the proposed construction project and a safety/security study to be performed under the direction of the Culver City Police Department. The design consultant will conduct community meetings to obtain public input on the project design and safety/security study and comply with the City's Open Space Zone requirements. The Project scope will also include preparation of landscape and irrigation plans that will utilize drought tolerant and Southern California native plants appropriate to the Ballona Creek habitat and drip or other low-volume water conserving irrigation systems.

The Project is funded by the Santa Monica Mountain Conservancy through Proposition 50 grant funding.

SECTION IV - OBJECTIVES

The City is seeking proposals from consulting firms with a proven track record in community-based planning and design to provide services for the Project.

The improvements must comply with all current County and City codes and standards, including but not limited to the Americans with Disabilities Act and Guidelines (ADA&G).

It is anticipated that the design team may include a combination of expertise in the following fields: civil engineering; urban design and/or landscape architecture; and community outreach.

SECTION V - SCOPE OF SERVICES

The scope of services for this project will include the following tasks:

Contract Administration

1. Establish a single point of contact and commit that person for the duration of the project to provide timely information relative to the project issues.
2. Attend project team meetings with City staff, (Staff support from the following City departments will be needed to implement the project: Public Works, Police, Fire, Community Development and Parks, Recreation & Community Services) including preparing and presenting materials as needed at the following meetings:
 - a Attend a preliminary meeting with City staff to discuss and formalize working relationships and project parameters.
 - b Conduct a kick-off meeting with all the stakeholders (at a minimum, Santa Monica Mountains Conservancy, Los Angeles County Department of Public Works, Los Angeles County Library and Culver City Unified School District) to formalize working relationships and review project issues and procedures.
 - c Organize, prepare materials for, present information, and summarize proceedings of two community outreach meetings. This will include outreach to residents, property owners and stakeholders within project vicinity.
 - d Attend project team progress meetings with the City's Project Manager and other stakeholders to monitor the project status, scope, schedule, and budget.
 - e Attend one Planning Commission and one City Council meeting for presentation of the design plans, if requested.
 - f Attend one City Council meeting for approval of the plans & Specifications for construction, if requested.
3. Provide project management services throughout the course of the project, document checking, coordination with City staff and stakeholders, data coordination, value engineering analysis, site analysis, materials research/specifications, constructability reviews and sustainability.

Public Outreach

1. Present a recommended program for public outreach activities to achieve the following:
 - Acquaint residents and stakeholders in affected areas of the Project.

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- Receive public input on issues of importance and relative priorities.
 - Gain public understanding, acceptance, and support of the Project.
2. Develop presentations, plans, elevations and/or other presentation material and carry out an ongoing information dissemination program throughout the design development phase of the project. Prepare an information sheet of the project and mail it to residents and other interested parties in the area.

Phase 1 – Planning, Design and Community Outreach Phase

1. Attendance at a planning kick-off meeting with staff.
2. Attendance at periodic design team meetings.
3. Investigate and verify the existing conditions of the site through site visits and review of record drawings.
4. Perform necessary ADA&G review and make recommendations for compliance.
5. Prepare project status reports and recognize critical issues early on to discuss and resolve them with the City.
6. Prepare high quality reports, drawings, detailed materials boards, elevations, application exhibits, preliminary cost estimates, and professional oral presentations as required for conceptual plan approvals.
7. Anticipate maintenance requirements and develop preliminary Project maintenance cost estimate, with an emphasis' towards minimizing future maintenance/operational costs.
8. Review costs and project components with City staff to develop a recommended project and revise, as necessary.
9. Revise project elements and concept design based on City input.
10. Conduct at least two community outreach meetings; the first for project introduction/initial public input; and, the second for presentation of conceptual design.

Phase 2 - Construction Phase

1. Based on the approved concept plans, develop and prepare all necessary plans, specifications and construction drawings for the Project, including site plan, utility connections, construction details, and incorporating applicable Standard Urban Storm Water Mitigation Plan (SUSMP) requirements adopted on March 8, 2000, by the California Regional Water Quality Control Board, Los Angeles Region.
2. Preparation of a site grading and drainage plan by a registered Civil Engineer.
3. Preparation of construction specifications, including standard City bid forms, contract documents, and general provisions.
4. Preparation of a detailed cost estimate for the entire project.
5. Provide utility coordination.
6. Provide project documentation for City review that includes plans, specifications, and cost estimates at the 50%, 85% and 100% construction drawing stages in sufficient detail to ensure the successful completion of the

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- project within the approved budget.
7. Prepare all applications, coordination and securing of permits, and approvals. from all necessary advisory and permitting/regulatory agencies.
 8. Ensure that bid documents comply with all City and regulatory agency general conditions, general requirements, and construction regulations.
 9. Evaluate the contractor bid proposals and coordinate the evaluation process.
 10. Attendance at a preconstruction meeting with the contractor at the site.
 11. Provide all necessary design services required to obtain required permits and approvals, and bid and complete the project.
 12. Provide construction support including review of Requests for Information (RFI's), Contract Change Orders (CCO's), weekly inspection of the project site and coordination with the City's Project Manager, attendance at bi-weekly construction meetings and submittal of "as-built" plans at completion of project.
 13. Provide appropriate on-site surveillance during construction to maintain awareness of the project development and to assure conformance with the contract documents; provide review and approval of all submittals required by the construction contract; provide supplemental documents for clarification or resolution of conflicts encountered during construction.
 14. Coordinate development of punch lists with stakeholders and recommendations to the City for substantial completion date and acceptance of all corrective and completion work by the contractor; ensure that all specified submittals are responsive to the intent.

Plans, Documentation, and Presentations.

1. Copies of all plans, specifications and construction drawings for the Project, including site plan, utility connections, construction details, drawings, elevations, application exhibits, preliminary cost estimates, "as-builts," and presentation materials are to be provided to the City in hardcopy and an electronic format approved by the City.
2. All plans, specifications and construction drawings shall include the City standard signature block at the lower right hand corner.
3. Project "as-builts" shall be also provided to the City on Mylar.

SECTION VI - UNIQUE ELEMENTS OF PROJECT

The selected consultant must meet the project timeline and budget, prepare and complete construction documents, provide agency coordination, obtain permits, and provide construction administration services.

In addition:

- A. The Project must be designed and constructed using materials that can be easily maintained in a coastal environment; that are highly durable; and that resist graffiti, weather, and vandalism.

- B. 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 Phase 1 timeline for the Project:

Task	Time Frame
Council Authorize release of RFP	May 14, 2007
Release of Notice Inviting Proposals	May 15, 2007
Response to RFP due date	June 11, 2007
Respondent Interviews	June 18, 2007
Award design contract	July 9, 2007
Project study and design	July – September 2007
Council Authorize Rivers & Parkways Grant proposal submission	September 24, 2007
Rivers & Parkways Grant proposal submission	October 2007

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

The project must be designed and constructed using techniques for the Project which increase life-cycle economic return, increase durability and recyclability of construction materials and systems, minimize waste, minimize pollution and urban runoff, and model the applicability of sustainable design and construction techniques to this project.

- C. The Project is intended to be a model for future projects along Ballona Creek within the City.

SECTION VII - QUALIFICATION CRITERIA

Prospective firms must meet the following qualification criteria before progressing any further in the proposal process.

1. Firm(s) must be licensed in their respective fields to operate in the State of California and have a minimum of five years of landscape architectural experience.
2. Firm(s) must have designed within the last five years a minimum of two (2) similar types (bikeway and/or pedestrian) of projects.
3. Firm(s) must meet the City insurance requirements, as stated in the attached Professional Services Agreement. All insurers must be licensed to sell their specific product in the State of California.

SECTION VIII - 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:

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1. Letter of Introduction - Include the Respondent's basic understanding of the proposal; limited to two 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.
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. The City must approve changes in key personnel subsequent to the award of the contract.
5. Approach – Describe the firm's approach to Section V - Scope of Services in this RFP, as well as the level of involvement and interaction with City staff anticipated. Also describe what kind of information will be required from City staff.
6. Experience - Describe the relevant experience of the firm in preparing conceptual 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 2007.
8. Project Timeline – Detail an anticipated project timeline from start of work to deliverables of each project phase/milestone.
9. Rates - Provide a not-to-exceed contract amount for the project, cost by each task listed in Section V - Scope of Services, and hourly rates for the personnel assigned to this project.
10. References - Provide at least three (3) references of individuals and/or firms with whom the Proposer has worked; provide a contact name, position, firm name, address, telephone and fax numbers. Public Sector references are required.
11. Provide copies of the design plan, elevations and photo of the two (2) projects your firm is using to meet Section VII - Qualification Criteria, No. 2. Plans must be provided on 11" X 17" sheets.

SECTION IX - DESIGN CONSULTANT SELECTION GUIDELINES

The following criteria will be considered in the evaluation process:

1. Extent and quality of the firm's experience and accomplishments in relevant projects, including those that involve a community outreach and input process;
2. Qualifications and experience of the firm(s) and team members assigned to the projects with innovative and sustainable design within active public open spaces;
3. Quality of Proposal and demonstrated understanding of the project;
4. Ability to lead a multi-disciplinary project team;
5. Record of the consultant in accomplishing work within required time and budget constraints;
6. Understanding of the approach; tasks, and methodology necessary to complete the required services
7. Workload of the firm(s);
8. References; and,
9. Geographical location of the design team.

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 to delay or eliminate the Phase 2 – Construction Phase in-part or in it's entirety.

Interviews will be scheduled with the top candidates. All interviews will be held on June 11, 2007. The City in its sole discretion will determine how many and which firms will be invited to interview. Interview appointments will be assigned by the City on or before Wednesday, June 13, 2007.

SECTION X - 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 XI - RFP QUESTIONS

Questions regarding this Request for Proposals must be submitted no later than **5:00 p.m. PST on Wednesday, May 30, 2007 by e-mail.** Questions should be submitted to:

charles.herbertson@culvercity.org

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

SECTION XII - CONTRACT

The lead firm will be required to enter into an agreement with the City of 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. 3.

Errors and omissions insurance, specifically and exclusively designated for development of the site, shall be required of the firm providing professional design or engineering 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. 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 Completion and includes at least a one year discovery period after 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 Santa Monica Mountains Conservancy 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. A copy of the Special Endorsement form is attached as Exhibit No. 4. The firm and all subconsultants must obtain a City of Culver City business tax certificate.

Should the City's relationship with the firm /contractor 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 XIII - PROPOSALS DUE

Five copies of the proposal and your proposed fee in a separate sealed envelope must be submitted **by 3:00 pm, June 11, 2007** 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
P.O. Box 507
9770 Culver Boulevard
Culver City, CA 90232-0507

All Submittals must, be clearly marked as "Proposal for Professional Services for the Ballona Creek Bikeway Project."

City Hall business hours are 7:30 am - 5:30 pm, Monday through Friday, City Hall is closed alternate Fridays and will be closed on May 25, 2007 and June 8, 2007. City Hall will also be closed for Memorial Day on Monday 28, 2007.

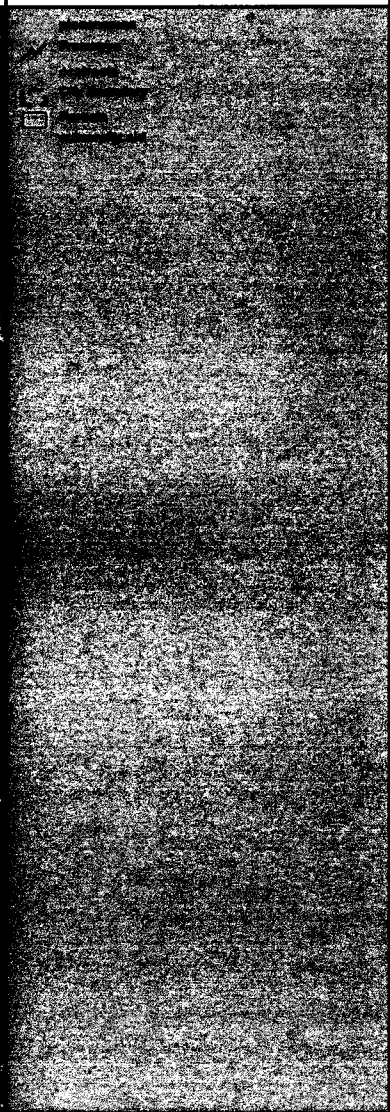
SECTION XIV - FURTHER INFORMATION/CONTACT

Charles D. Herbertson, Public Works Director/City Engineer
(310) 253-5600

EXHIBITS:

1. Project Aerial
2. Ballona Creek Bikeway Project Proposal dated December 21, 2006.
3. Sample Contract with Exhibits "A" and "B"
4. Special Endorsement form

Legend



DO NOT USE FOR NAVIGATION

Exhibit No. 2
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PRESENTED TO THE SANTA MONICA MOUNTAINS RECREATION AND
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14. *Remove and replace school sites fencing adjacent to the BP.*

15. *Remove and replace bike path surface.*

CITY OF CULVER CITY
SAMPLE
STANDARD FORM CONTRACT

WITH:

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.

(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:

Marlee Chang
City Controller

Crystal Alexander
City Treasurer

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SAMPLE
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.

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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.

Exhibit No. 4 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)