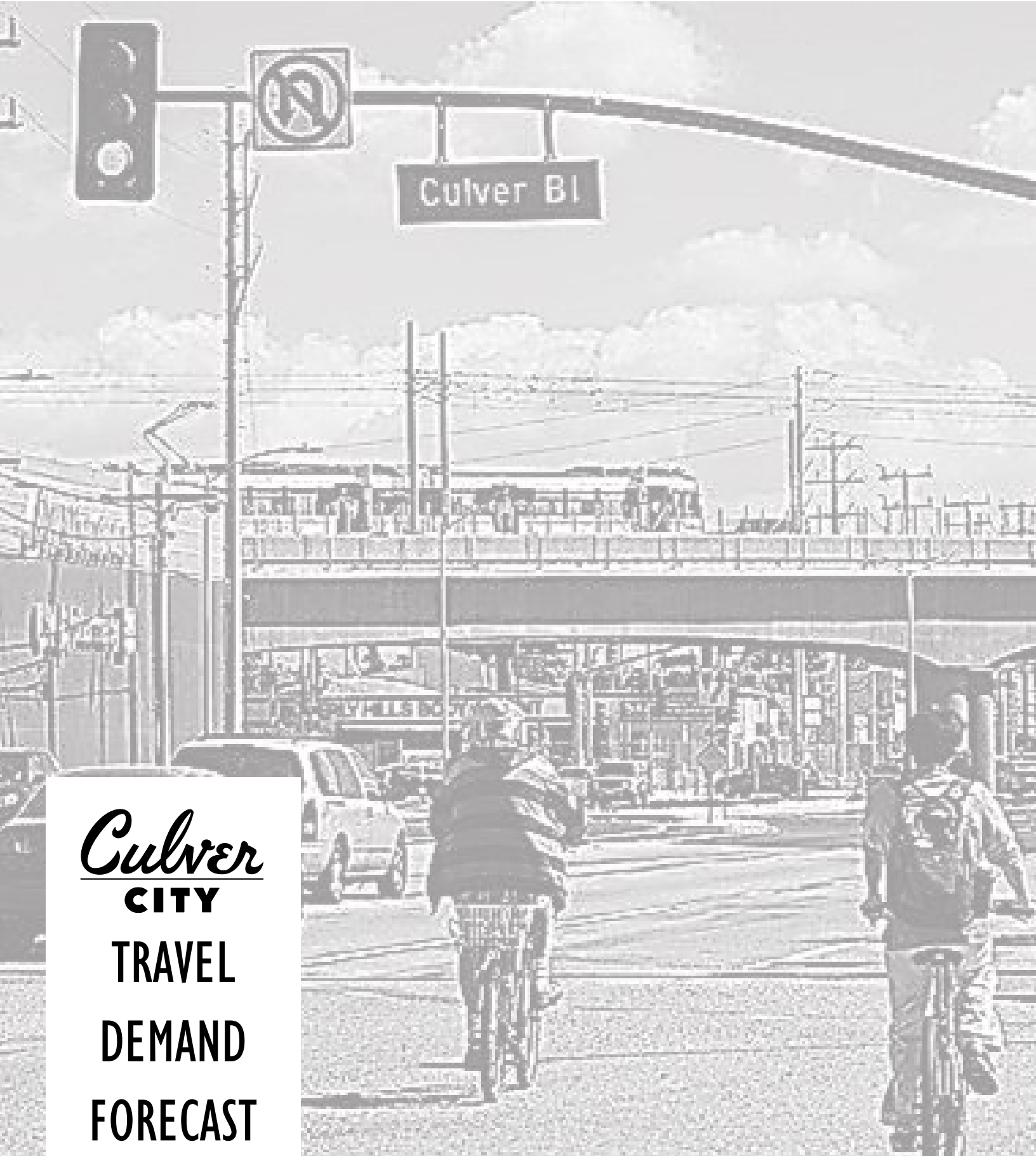




*Culver*  
**CITY**  
TRAVEL  
DEMAND  
FORECAST  
MODEL

**REQUEST FOR PROPOSALS**  
**RFP#: 1830**

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# Travel Demand Forecast Model (TDFM) and SB 743 Implementation Services RFP #1830

## I. Request Summary

The City of Culver City (City) invites qualified firms to respond to this RFP for the creation of a Travel Demand Forecast Model (TDFM) and Senate Bill (SB) 743 implementation services. The City is seeking preparation of a Culver City-specific model to be used citywide to analyze the impact of citywide plans, land use changes, and development projects on the City's transportation system, and develop a multimodal transportation strategy for the City. The TDFM will enable the City and outside consultants to assess the individual and cumulative traffic impacts of development projects in the City.

The City desires a model that has the capacity to analyze how development projects impact vehicle miles traveled (VMT) and greenhouse gas (GHG) emissions, in accordance with the new CEQA criteria required by SB 743. The City anticipates preparation of the model to take one year or less once an agreement with the selected firm is executed. The first model runs will be for analysis of impacts associated with the City's General Plan Update (GPU) project. Thereafter, services for SB 743 implementation would be provided on an as-needed basis under a separate contract. It is assumed at this time that the selected firm will continue to assist the City after the model launch with long-term operation and management of the model. This role could potentially decrease over time should the City at any point decide to train City staff to assist with managing the model. The City has not yet identified a budget for this project.

## II. Introduction

### A. Community profile

The small-town values that characterize Culver City seem at odds with its emergence as a modern media and tech destination. Over the years, the City has partnered with the private sector to initiate new development and spur private reinvestment. These efforts have produced new opportunities to live, work and play in Culver City; giving rise to significant [economic growth and structural change](#).<sup>i</sup> Some key Culver City features include:

- City Council/City Manager form of government
- Council Members elected at-large
- 5 square miles of approximate land area
- 40,000 approximate residential population
- 60,000 approximate daytime population
- \$231 million in 2017-18 fiscal year budget
- \$118 million in 2017-18 General Fund
- Southern California Community Hospital, Culver City Unified School District, City of Culver City, Sony Studios, and Culver Studios five largest employers
- Culver CityBus operates bus service throughout the Westside and provides service to multiple Metro rail stations.

### Resources List

- [Access Culver City](#)
- [Adopted Budget FY17/18](#)
- [Existing General Plan Elements](#)
- [Municipal Code](#)
- [City Maps](#)
- [Creative Economy Report](#)
- [5-Year Strategic Plan](#)
- [Bike & Ped Action Plan](#)
- [Design Guidelines](#)
- [Economic Development Implementation Plan](#)
- [FD Activity & Performance](#)
- [Community Risk Assessment & Standards of Cover](#)
- [Fire Department Strategic Plan](#)
- [Hazard Mitigation Plan](#)
- [Legislative & Policy Platform](#)
- [Los Angeles Community Energy Choice Program](#)
- [Parks & Rec Master Plan](#)
- [Police Department Strategic Plan](#)
- [SCAG Community Profile](#)
- [Sustainable Design Assessment Team Report](#)
- [TOD Visioning Study Recommendations](#)
- [Traffic Study Criteria](#)
- [Urban Forest Master Plan](#)
- [Vision Zero Resolution](#)
- [...](#)

By clicking on the Resource List you can access important documents that can inform your submittal. These resources represent years of collaboration with the community and can also be accessed at the end of this document.<sup>ii</sup>

## B. Background

Pursuant to SB 743, the City is moving toward Vehicle Miles Traveled (VMT) per capita and VMT per employee traffic forecast modeling as the new metrics in transportation analysis to identify and mitigate impacts. The Culver City 5-Year Strategic Plan, adopted in 2016, requires circulation improvements and reducing traffic congestion (Goal Three, Objective 1a). The objective is to work toward no overall growth in average daily traffic (ADT) volume citywide (zero ADT growth) while enhancing traffic safety.

By summer 2018, the Public Works Department's work plan calls for a plan to be developed for the City to be in SB 743 compliance. The work includes reviewing the City's Traffic Study Guidelines, establishing new transportation review procedures, and adopting new VMT-based traffic impact thresholds to replace the existing LOS impact threshold. The work plan calls for this work to be coordinated with the City's GPU effort. The City's revised traffic study guidelines may continue to include analyses of LOS for informational purposes.

## C. General RFP submittal information

The City's designated staff will evaluate proposals received. During the review process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from those that submit proposals, or allow clarifications, corrections of errors, or omissions. Any and all changes in the RFP will be made by written addendum, which shall be issued by the City to all prospective proposers who have registered for the RFP via the City's website.

The City reserves the right to retain all proposals submitted. Submission of a proposal indicates the Proposer's acceptance of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the Proposer selected.

The preparation of the proposal will be at the total expense of the Proposer. There is no expressed or implied obligation for the City to reimburse responding Proposers for any expense incurred in the preparation of proposals in response to this RFP. All proposals submitted to the City shall become properties of the City and will not be returned. If any information in your proposal is confidential and/or proprietary, please further submit a separate, redacted copy for servicing public records requests.

The proposer may submit an alternative proposal (or proposals) that it believes will also meet the City's project objectives but in a different way. In this case, the proposer must provide an analysis of the advantages and disadvantages of each of the alternatives, and discuss under what circumstances the City would prefer one alternative to the other(s). If an alternative proposal is submitted, the maximum length of the proposal may be expanded proportionately by the number of alternatives submitted.

The City reserves the right to reject any or all proposals, in whole or part, to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the City. Any proposer may withdraw his proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless the City receives notification by email to [ashley.hefner@culvercity.org](mailto:ashley.hefner@culvercity.org). Proposals may later be referred to the City Council for appropriate action.

All proposals are due not later than **3:00 p.m. on Thursday, March 22, 2018**, at which time they will be opened at the City Clerk's Desk on the First Floor of City Hall. Late submissions will not be accepted. To be considered, proposers must send one (1) color original, one (1) USB flash drive with a searchable PDF copy of the proposal in its entirety and three (3) hard copies of their proposal in a sealed envelope with the name of the company

submitting the proposal and the title of “RFP #1830 – TDFM Services” to: **City of Culver City, City Clerk, 9770 Culver Blvd, Culver City, CA 90232.**

For a complete list of the City’s RFP submittal terms and conditions, legal statements, and insurance requirements, please refer to the exhibits attached hereto.

## D. RFP questions

Questions regarding this RFP should be directed by e-mail to Ashley Hefner, AICP, Advance Planning Manager, at [ashley.hefner@culvercity.org](mailto:ashley.hefner@culvercity.org) by Thursday, March 1, 2018 by 3 p.m. All firms **registered** for the RFP will receive responses to all questions and any addenda that may be released, via e-mail, by Thursday, March 15, 2018 by 3 p.m.

## E. Schedule

The City’s implementation schedule is as follows:

|                         |                                  |
|-------------------------|----------------------------------|
| Issue RFP:              | Thursday, February 8, 2018       |
| Deadline for questions: | Thursday, March 1, 2018, 3 p.m.  |
| Response to questions:  | Thursday, March 15, 2018, 3 p.m. |
| Proposals due:          | Thursday, March 22, 2018, 3 p.m. |
| Finalists selected:     | Week of April 16, 2018           |
| Interviews held:        | Weeks of May 7 and 14, 2018      |
| Consultant selected:    | Week of June 11, 2018            |

# III. Scope of Services

## A. Project management and coordination

Manage project and coordination activities, including administrative tasks. Regular communication with key City staff will be required.

## B. Project initiation

Establish project management and communication protocols and gather available data, maps, and documents, including:

- Base models for TDFM
  - Southern California Association of Governments (SCAG) 2016 Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS)
  - City of Los Angeles Travel Demand
- Land use/socioeconomic data for Culver City traffic analysis zones (TAZs) for current and future conditions

## C. Build TDFM

The majority of the project in the first year will be the construction of the model, including the following:

- Development, calibration/validation
  - Coordinate needs and requirements of TDFM
  - Develop specifications for the TDFM as well as the data processing and output module
  - Identify potential performance measures for CEQA compliance, starting with GPU analysis
  - Identify and detail input data needs; e.g., parking must be included in the database
- Assign trips to travel mode: transit, bicycle, pedestrian, and automobile
- Develop, update, and finalize city TAZ system and highway and transit system networks

- Define analysis years for development of input data above [e.g., existing (2017-18), future year (2030/2035) and future year (2040)]
- Ensure consistency with the 2016 SCAG RTP/SCS model
- Prepare comparisons to SCAG 2016 RTP/SCS data
- Develop a data validation program for various performance measures using:
  - Geospatial/big data
  - Potential other big data providers
  - Regional Integration of Intelligent Transportation Systems (RIITS)-Automated Traffic Surveillance and Control (ATSAC), Automated Traffic Control System (ATCS) or similar system
  - Overall traffic count program
  - Transit data such as Automatic Vehicle Locator (AVL) data, Automatic Passenger Counter (APC) data, and TAP data.
- Complete model calibration and validation for base year
  - ADT volumes for all streets, except local residential streets, shown on Culver City's Circulation Classification System, including: neighborhood feeders, collectors, secondary and primary arteries, and freeways
  - Routes/travel times/speeds along primary and secondary arterial routes within Culver City.
  - Transit ridership for the overall transit system and individual routes
- Model output data processing for annual average daily traffic (AADT)
  - Citywide and individual street traffic
  - Potential additional performance metrics to satisfy SB 743, AB 32 (GHG initiative), and CEQA requirements and evaluation
- Work with City Transportation Department staff and future TDM consultant to establish model methodology(ies) for testing various transit/micro-transit, active transportation, travel demand management (TDM)/transportation systems management (TSM) improvements
- Transportation safety initiatives
  - Work closely with the Culver City Police Department and the Statewide Integrated Traffic Records System (SWITRS) database on accidents
  - Identify high injury network elements
  - Identify strategies and priorities for improvements and time-series evaluation of these improvements
- Tools for development of AADT, VMT, and other measures using TDFM
  - Identify measures
  - Arrive at final performance metrics for incorporation into CEQA evaluation
- Develop new trip generation rates for the following residential and business districts in the City. Proposals should specify the cost to conduct trip generation studies per district. Districts may be added or eliminated by City staff, based on the recommendation of the selected consultant.

Business Districts:

- Arts District/East Washington
- Corporate Pointe/Fox Hills
- Downtown/Hayden Tract
- Jefferson Corridor
- TOD District/HUB
- Sepulveda
- West Washington

Residential Neighborhoods:

- Lucerne/Higuera
- McManus
- Sunkist Park
- Blair Hills
- Downtown
- Fox Hills
- Jefferson

- The TDFM must be:
  - able to identify City-related traffic and pass-through traffic; i.e., traffic not having an origin or destination in Culver City;
  - able to identify the travel patterns (origin-destinations, routes used, different time periods, etc.) and mode share for both City related traffic and pass-through traffic; and

- structured so that it can be assessed by outside consultants for their preparation of traffic studies for development projects in Culver City and other City projects/studies.

#### **D. Technical support for GPU mobility element**

Provide technical support for preparation of a mobility element. The selected firm will be required to work with the GPU consultant and City staff to ensure that components of the element related to the TDFM are technically accurate, including:

- Roadway system
- Transit system, including, but not limited to, micro-transit.
- TDM/TSM program elements
- Bicycle network and pedestrian circulation system master plans

#### **E. Prepare traffic study guidelines**

In consultation with City staff, prepare new citywide draft traffic study guidelines, based on the requirements for SB 743. This should include an evaluation of the City's current Traffic Study Guidelines to determine if there are any components that should be carried over.

#### **F. Hearings, meetings, and events**

Proposals should reflect sequencing and time required to prepare for and attend at a minimum:

- 1 internal kick-off meeting with City staff
- 12 internal meetings with City staff (monthly), can be mix of in-person and conference as warranted
- 4 community meetings/events
- 2 Planning Commission meetings
- 1 Planning Commission hearings
- 4 City Council meetings
- 2 City Council hearings
- GPU transportation TAC meeting (as needed)

The proposal should clearly outline how charges for additional meetings will be invoiced.

#### **G. Assist TDM consultant on evaluation of recommended future TDM strategies**

Led by the Transportation Department in a separate effort, the City will hire a TDM consultant to update City's TDM Ordinance and propose TDM strategies/program. The TDFM consultant is to develop the TDFM so that it will be able to measure the effectiveness of TDM strategies/program and assist City's TDM consultant on the analysis and evaluation of recommended future TDM strategies/programs.

#### **H. Estimate for ongoing TDFM operations and management**

Provide an estimate for ongoing services to operate and maintain the TDFM, with regular assessment and modifications as needed, including: training of select City staff who may assist in long-term management, conducting project-level model runs and preparing analysis as needed, and staying abreast of best practices and data and updating the model accordingly. Ongoing services will be contracted separately upon completion of this project.

## IV. Proposal Outline to be Submitted

The proposal shall be organized and submitted with the following:

### A. Cover page

### B. Table of contents

### C. Executive summary

Provide a brief summary describing the proposer's ability to perform the work requested, a history of the proposer's background and experience providing services, the qualifications of the proposer's personnel to be assigned to this project, and any other information called for by this RFP which the proposer deems relevant, including restating any exceptions to this request for proposals. This summary should be brief and concise, and should apprise the reader of the basic services offered, experience, and qualifications of the proposer and staff.

### D. Questionnaire/Response to Scope of Services

Proposer shall provide responses and information to fully satisfy each item in the Questionnaire. Each question item (as listed below in Section V. Questionnaire) should be presented before the proposer's response. Where proposers have already provided requested information as part of a qualified response to the city's Request for Qualifications for General Plan Update Services, proposers may (but are not required to) refer to previously submitted materials in its responses. Such references must be identified clearly, including by page number(s).

### E. Attachments

Any attachments submitted with proposals should be attached here.

## V. Questionnaire

### A. Proposer and general information

- Provide the proposer's name and address.
- Provide a letter of transmittal, signed by an individual authorized to bind the respondent, stating that the respondent has read and will comply with all terms and conditions of the RFP.
- Provide general information about the primary contact who will be able to answer questions about the proposal; include a name, title, telephone number and email address.

### B. Firm qualifications and experience

- Describe firm history and organizational structure. Include the size of the firm, location of offices, years in business, organizational chart, name(s) of owner(s) and principal parties, and number and position titles of staff.
- What is the primary business of the parent company and/or affiliates?
- Which office(s) of the organization will have primary responsibility for managing this account? List the members of your firm who will be responsible for providing the services and for ongoing support.
- What is the firm's experience conducting the services requested? Describe comparable projects performed by your firm in the last five years, including the number of projects, scope of service, and status of projects.
- Comment on other areas that may make the firm different from its competitors.

### C. Team member qualifications and experience

- Describe the qualifications of Principal-In-Charge, Project Manager, and staff proposed for the assignment, position(s) in the firm, and types and amount of equivalent experience. Be sure to include any municipal agencies they have worked with in the past three years and their level of involvement. A description of how overall supervision will be provided should be included.

- Identify and provide the resume(s) of the Principal-In-Charge, Project Manager, and personnel who will be assigned to this project.

#### **D. Questions/Response to Scope of Services**

- Each proposer shall include a detailed scope of work and understanding of the process to undertake such projects and complete it in compliance with all applicable rules, regulations, standards and requirements. The scope of work shall indicate the tasks/actions the firm(s) expect the City to take.
- Describe the methods by which the proposer will fulfill the services requested in the scope of work and subsequent sections.
- Provide a statement of the service(s) that differentiate the proposal from other respondents.

#### **E. Proposed fees/budget**

Each proposer shall submit a single copy of a fee proposal in a separately marked, sealed envelope. The fee proposal shall indicate the expected total fee for the work described in the services proposal. The total fee shall be itemized by task, including firm(s) staff time and hourly rates, and other direct costs such as printing and travel. The fee proposal shall be signed by an individual authorized to bind the firm(s).

- Provide fees for the proposed services. Fee quotes should be detailed by service.
- Outline billing and payment expectations, including timing and method of payment.
- Describe any remaining fees not previously detailed in the above.

#### **F. References**

List the name, address and telephone number of references from at least three recent similar projects. Include a brief description of the work provided for each reference. California municipal or county projects are preferred. You may offer more than three recent similar projects if desired. The references should include the start date of the project and the date of completion for each project.

#### **G. Implementation schedule**

Include a detailed implementation schedule with an estimated project start date of June 2018. The schedule should note key project milestones, critical path items that are dependent on the City taking action, and timelines for deliverables. Identify any assumptions used in developing the schedule.

#### **H. Certificate(s) of insurance**

The City will require the successful proposer to provide Certificates of Insurance evidencing required coverage types and the minimum limits. See the attached City Draft Standard Agreement for more information on the City's insurance requirements.

#### **I. Business tax certificate**

The proposing organization does not require a Culver City business tax certificate to respond to this RFP. However, the successful proposer will be required to acquire a Culver City business tax certificate during the contracting process and to maintain an active certificate throughout the contract period.

#### **J. Standard city professional services agreement**

The City will require the successful Proposer to execute a professional services agreement with the City. Please review the attached draft agreement and identify any questions or areas of concern in your response to the City. Any/all requests for changes to the agreement must be included with the responsive proposal.

VI. Evaluation of Proposals

Proposals will be evaluated by City staff to assess the proposer’s ability to provide services that meet the requirements of the project as described in this document. The City may request that any proposer(s) make a presentation and meet for interviews. The adequacy, depth, and clarity of each proposal will influence, to a considerable degree, its evaluation. Proposals will be evaluated based on the following criteria:

| Criteria                                        | Points |
|-------------------------------------------------|--------|
| Project understanding                           | 25     |
| Scope of work                                   | 25     |
| Firm qualifications and experience              | 15     |
| Team member qualifications and experience       | 15     |
| References and satisfaction of previous clients | 10     |
| Schedule                                        | 10     |
| Total                                           | 100    |

During the review process, the City reserves the right to:

- request additional information or clarification from proposers, or allow clarifications, corrections of errors, or correction of omissions;
- make such investigations as it deems necessary to determine the ability of the proposer to provide services meeting a satisfactory level of performance in accordance with the City’s requirements;
- reject any or all proposals, in whole or part;
- waive any informality in any proposal;
- accept the proposal which it deems best suited to serve the City’s interest;
- accept or reject any changes in key staffing, including changes to the originally listed Project Manager. To make this determination, additional interviews, reference checks, and qualifications may be required and assessed.

Other assumptions of the project include:

- Pertinent existing documents, maps, data, and other resources held by the City will be made available to the selected firm upon Notice to Proceed, including applicable information on stop level ridership and information on some routes obtained by Metro.
- All cost proposals should include a 10% contingency.

## Supplemental Terms and Conditions and Legal Statements

### Supplemental Terms and Conditions

- I. Submission of a proposal shall be deemed a binding offer to enter into a contract with the City. Any proposed modifications to the agreement shall be signed by the successful Proposer and returned, together with the certificate of insurance required pursuant to said Section of the Agreement within ten (10) days after the Notice of Award.
- II. All Proposers shall be presumed to understand all of the terms, conditions and requirements of the agreement as stated in the specifications and to be thoroughly familiar with the project.
- III. The selected Proposer shall be required to obtain all applicable Culver City permits and business licenses. The Business Licensing Division may be reached at (310) 253-5888. The cost of these items shall be included in the total proposal price.
- IV. Any proposal may be withdrawn prior to the RFP opening time provided that the request is in writing and signed by the authorized representative. The withdrawal of a proposal shall not prejudice the right of the Proposer to file a new proposal to the time and date set for the opening of proposals. No proposal received after the time fixed for the RFP opening will be considered.
- V. Subsequent to the RFP opening, a Proposer shall be relieved of a proposal due to mistakes only if the Proposer can establish to the satisfaction of the City that all of the following circumstances exist:
  - a. A mistake was made;
  - b. The Proposer gave the City written notice within five (5) days after the opening of the proposals of the mistake; specifying in the notice, in detail, how the mistake occurred;
  - c. The mistake made the proposal materially different than the Proposer intended it to be;
  - d. The mistake was made filling out the proposal and not due to error in judgment or to carelessness in reviewing the scope of service or specifications as stated in the RFP.
- VI. The City reserves the right to seek supplemental information from any proposer at any time between the dates of proposal submission and the RFP award. Such information will be limited to clarification or amplification of questions asked in the original proposal. Any proposer may be subject to personal interview and inspection of their business premises prior to award.
- VII. The City reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of proposal or all items of proposal if deemed in the best interest of the City. In addition, the City reserves the right to do any, or all, of the following:
  - a. Reject any or all proposals or make no award;
  - b. Issue subsequent RFP;
  - c. Cancel the RFP;
  - d. Remedy technical errors in the request for proposals;
  - e. Modify any requirements contained within the RFP and request revised submittals from Proposers determined to be within the competitive range;
  - f. Award a contract to one or more Proposers;
  - g. Accept the written proposal as an offer, without negotiation and issue a notice to proceed, if applicable.
- VIII. The City reserves the right to contract with any of the organizations responding to this RFP based solely upon its judgment of the qualifications and capabilities of that organization.
- IX. All materials submitted regarding this RFP become the property of the City. Responses may be reviewed by any person at RFP opening time and thereafter. The City has the right to use any or all collection ideas

presented in reply to this request, subject to the limitations outlined in Proprietary Information below. Disqualification of a proposer does not eliminate this right.

- a. *Proprietary Information* – Any restrictions on the use of data contained within a proposal must be clearly stated in the proposal itself. Proprietary information submitted in response to this RFP will be handled in accordance with applicable City Procurement Regulations and the California Public Records Act.
- X. The City is not liable for any cost incurred by proposer prior to issuance of an agreement, contract, or purchase order.

## Legal Statements

All proposers must meet the following contractual and legal requirements in order to enter into a contractual agreement with the City:

### I. PROHIBITED INTERESTS

- a. Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for Contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for Contractor, any fee, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For violation of this warranty, the City shall have the right to annul this contract without liability;
- b. Contractor agrees that, for the term of this Contract no member, officer, or employee of the City, or of a local public body during his/her employment for one (1) year thereafter, shall have any interest, direct or indirect, in this contract, or to any benefit arising thereof ;
- c. The employment by Contractor of personnel on the City's payroll will not be permitted in the execution of this contract, even though such employment may be outside of the employee's regular working hours or on Saturdays, holidays, or vacation time; further, the employment by the Contractor of personnel who have been on the City's payroll within one (1) year prior to the date of contract award, where such employment is caused by and/or dependent upon Contractor securing this or related contract with the City, is also prohibited.

### II. ANTI-LOBBYING PROVISION

- a. During the period between proposal submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City of Culver City City Council or City staff except in the course of City-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the City;
- b. This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP / Bid Evaluation process. Violation of this provision may result in rejection of the offeror's proposal.

- III. PROTECTION OF RESIDENT WORKERS: Protection of Resident Workers: The City of Culver City actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

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## City of Culver City Travel Demand Forecast Model Request for Proposals Hyperlinks

i Current economic development projects webpage: <https://goo.gl/4N3Vq1>

ii Resource List hyperlinks:

- a. Access Culver City: <https://www.culvercity.org/access>
- b. Adopted Budget FY17/18: <https://goo.gl/r99xib>
- c. Existing General Plan Elements: <http://www.culvercity.org/work/building-culver-city/culver-city-general-plan>
- d. Municipal Code: <https://www.culvercity.org/municode>
- e. City Maps: <http://www.culvercity.org/live/community-neighborhood/city-maps-gis-program>
- f. Creative Economy Report: <https://www.culvercity.org/creativeeconomyreport>
- g. 5-Year Strategic Plan: <https://www.culvercity.org/strategicplan>
- h. Bike & Ped Action Plan: <https://goo.gl/ABUqnK>
- i. Design Guidelines: <https://goo.gl/LsqH4N>
- j. Economic Development Implementation Plan: <https://goo.gl/TKRpEo>
- k. FD Activity & Performance: <https://goo.gl/UUv5mX>
- l. Community Risk Assessment & Standards of Cover: <https://goo.gl/xsA2Kg>
- m. Fire Department Strategic Plan: <https://goo.gl/yrWwat>
- n. Hazard Mitigation Plan: <https://www.culvercity.org/hazardmitigationplan>
- o. Legislative & Policy Platform: <https://goo.gl/f6AWou>
- p. Los Angeles Community Choice Energy Program: <http://lacce.org/>
- q. Parks & Rec Master Plan: <https://goo.gl/MHuHHr>
- r. Police Department Strategic Plan: <https://goo.gl/6xc5sa>
- s. SCAG Community Profile: <https://goo.gl/a5qLW4>
- t. Sustainable Design Assessment Team Report: <https://goo.gl/43PNCP>
- u. TOD Visioning Study Recommendations: <https://goo.gl/T94fo1>
- v. Traffic Study Criteria: <https://goo.gl/WVJBGE>
- w. Urban Forest Master Plan: <https://goo.gl/GVCAGL>
- x. Vision Zero Resolution 2016-R082: <https://goo.gl/WQuHcB>

CITY OF CULVER CITY

DRAFT STANDARD PROFESSIONAL SERVICES AGREEMENT

WITH: \_\_\_\_\_

FOR: TRAFFIC DEMAND FORCAST MODEL (TDFM)  
AND SB 743 IMPLEMENTATION SERVICES  
RFP #1830

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 Section 27 of this Agreement and shall end upon **DATE CERTAIN OR SATISFACTORY COMPLETION OF THE WORK, AS REASONABLY DETERMINED BY** City's Community Development 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 Section 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. INDEMNITY FOR PROFESSIONAL LIABILITY:  
When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials,

employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or Subconsultants (or any Agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

**INDEMNITY FOR OTHER THAN PROFESSIONAL LIABILITY:**

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsels fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or Agency for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant.

7. **INSURANCE.** Without limiting its obligations pursuant to Section 6 of this Agreement, the Consultant shall procure and maintain, at Consultant's own cost and expense and for the duration of this Agreement, insurance coverage as set forth in "Insurance Requirements" attached to and incorporated into this Agreement as Exhibit "C."
8. **INDEPENDENT CONTRACTOR STATUS.** City and Consultant agree that Consultant, in performing the services herein specified, shall act as an independent contractor 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, facsimile, overnight delivery, or by U.S. Mail. All written notices or correspondence sent pursuant to this paragraph will be deemed given to a party on whichever date occurs first; the date of personal delivery; the date of transmission, if sent by facsimile (with proof of transmission); the next business day following deposit with an overnight mail carrier; the fifth day following deposit in the U.S. Mail, when sent by "first class mail."

Notice sent by U.S. Mail shall be addressed as follows:

To City:                      City of Culver City  
                                    Attention: Sol Blumenfeld  
                                    Community Development 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.
17. NON-DISCRIMINATION REQUIREMENTS. During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of gender, gender identity, gender expression, sexual orientation sex, age, physical and/or mental disability, medical condition, genetic information, marital status, race, color, religious creed, ancestry, national origin and military and/or veteran status. Consultant shall take affirmative action to ensure that employees are treated during employment without regard to their gender, gender identity, gender expression, sexual orientation sex, age, physical and/or mental disability, medical condition, genetic information, marital status, race, color, religious creed, ancestry, national origin and military and/or veteran status.
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 Section 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.
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 reasonable 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 constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter. 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. This Agreement 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**

Dated: \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

Dated: \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

**CITY OF CULVER CITY, CALIFORNIA**

Dated: \_\_\_\_\_

By \_\_\_\_\_

John Nachbar  
City Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sol Blumenfeld  
Community Development  
Director

\_\_\_\_\_  
Carol A. Schwab  
City Attorney

Contract No. \_\_\_\_\_

EXHIBIT A

CITY OF CULVER CITY

DRAFT STANDARD PROFESSIONAL SERVICES AGREEMENT

WITH: \_\_\_\_\_

FOR: GENERAL PLAN UPDATE (GPU) SERVICES  
RFP #1802

SCOPE OF SERVICE

Please refer to City's RFP.

EXHIBIT B

CITY OF CULVER CITY

DRAFT STANDARD PROFESSIONAL SERVICES AGREEMENT

WITH: \_\_\_\_\_

FOR: TRAFFIC DEMAND FORCAST MODEL (TDFM)  
AND SB 743 IMPLEMENTATION SERVICES  
RFP #1830

SCHEDULE OF COMPENSATION

1. 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 on the basis of the per task rates (as requested in City's RFP) set forth in Consultant's proposal.
2. ADDITIONAL FEES. Any remaining fees not previously detailed in the above as agreed to by City.
3. BILLING. At the end of each calendar month in which services are performed or expenses are incurred under this Agreement, (unless City agrees to different billing and payment expectations, including timing and method of payment requested by Consultant.)

Consultant shall submit an invoice to the City at the following address:

City of Culver City  
Attn: Sol Blumenfeld  
Community Development Director  
9770 Culver Boulevard  
Culver City, CA 90232

The invoice submitted pursuant to this paragraph shall show the City Agreement Number, 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.

4. 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.
5. MAXIMUM COMPENSATION. 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 C

CITY OF CULVER CITY

DRAFT STANDARD PROFESSIONAL SERVICES AGREEMENT

WITH: \_\_\_\_\_

FOR: TRAFFIC DEMAND FORCAST MODEL (TDFM)  
AND SB 743 IMPLEMENTATION SERVICES  
RFP #1830

INSURANCE REQUIREMENTS

**A. Policy Requirements.**

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

1. An occurrence based Commercial 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, commercial liability, 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. Reserved; 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. Reserved.
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. If the Agreement will have Consultant employees working within the City limits, Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars [\$1,000,000] per accident.) Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

**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.
4. If your insurance carrier charges an additional fee, you must include that amount in your project costs.