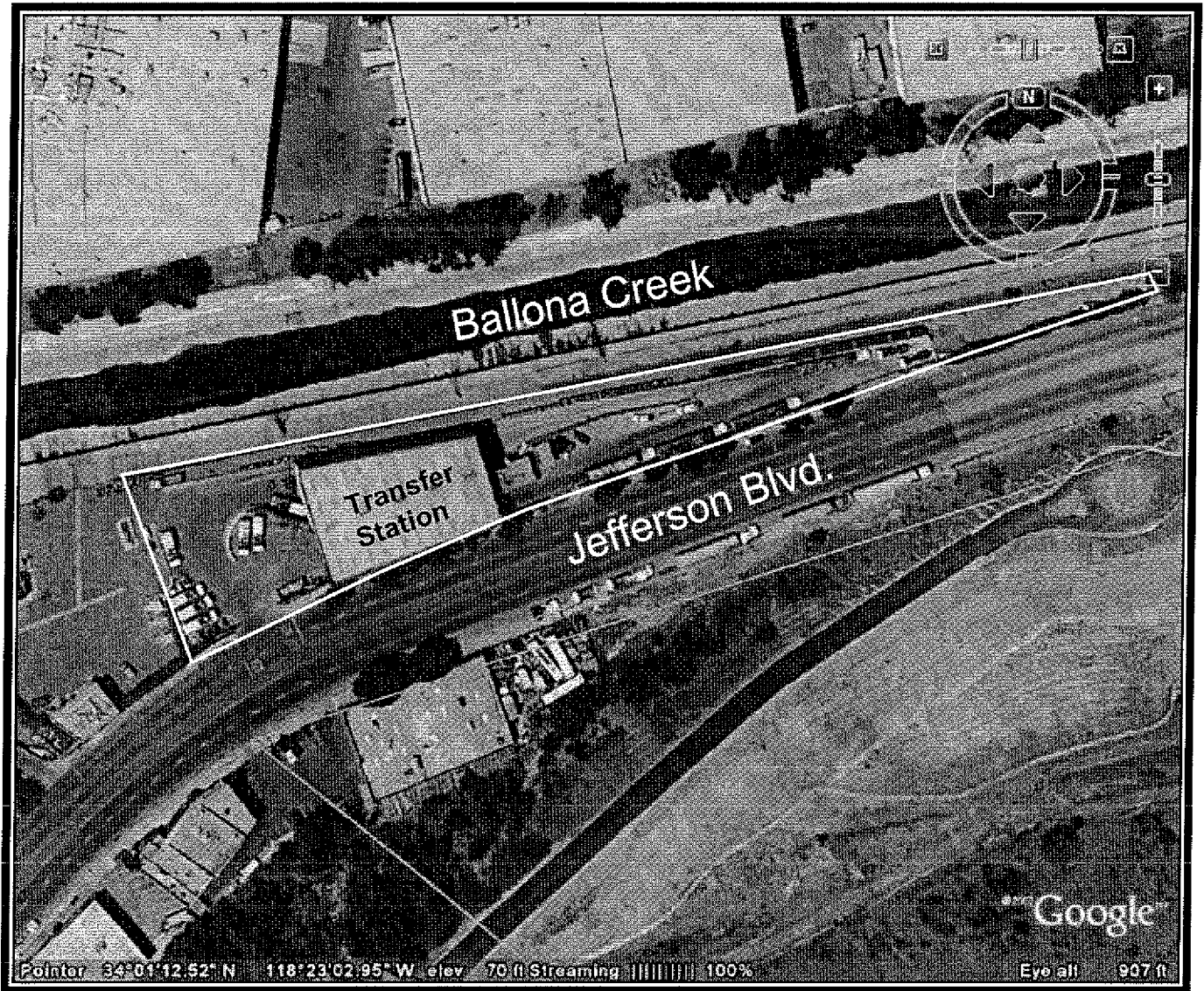


MEETING DATE: 8/11/08

AGENDA ITEM: Authorization to Issue a Request for Proposals for
Engineering Design Services for the Culver City Transfer
Station Water Quality Improvement Project.

ATTACHMENTS

		<u>Pages</u>
1	Location Map	1
2	Request for Proposals - Culver City Transfer Station Storm Water Quality Improvement Project	2-25



Attachment 1
Transfer Station Location Map
9255 Jefferson Boulevard



***REQUEST FOR QUALIFICATIONS AND
PROPOSALS***

DESIGN SERVICES

for

***ALTERNATIVE ANALYSIS
AND
DESIGN OF CULVER CITY TRANSFER STATION WATER
QUALITY IMPROVEMENT PROJECT***

August 2008

Submittal Deadline: 3:00 P.M., September 24, 2008

SECTION I - GENERAL

The City of Culver City is seeking the services of qualified environmental and or Civil Engineering firm to provide professional services Culver City Transfer Station Water Quality Improvement project located at 9255 Jefferson Boulevard, Culver City, CA.

The City's request is for a two phase project. Phase 1 includes development of alternatives to improve water quality. Phase 2 would include preparation of construction drawings, specifications and bid documents for the alternative selected by the City and the participation in the contract bidding and development phases through to project completion. The City intends to award the contract pursuant to this RFP in September 2008.

The project includes development of alternatives, design and construction of improvements to improve the quality of stormwater discharged from the transfer station.

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 near the intersection the Santa Monica (I-10) and San Diego (I-405) freeways.

The City owns and operates a solid waste transfer station on a 1 acre site at 9255 Jefferson Boulevard (See Exhibit 1, Location Map). Solid Waste collected by City Sanitation trucks is transferred to tractor/trailers at the facility for ultimate disposal at the Puente Hills landfill. Transfer operations are conducted within a covered structure at the site. Roll-off service, green waste processing, and all other Sanitation Division functions are also based at this facility. Administrative functions of the Sanitation Division are housed in a first floor office and an adjacent trailer.

The facility is located adjacent to Ballona Creek, a water body identified on the 303(d) list as impaired for metals, toxics, trash and bacteria. Storm water exits the transfer station site from four locations: two directly into Ballona Creek and two into an adjacent storm drain draining to Ballona Creek (See Exhibit 2, Grading and drainage plans for existing transfer station facility). Two trench drains collect runoff from the roof and truck ramps and discharge directly to Ballona Creek. These trench drains are currently equipped with antimicrobial skimmers to reduce bacteria and hydrocarbon discharges. Drains inside the covered portions of the facility drain to a clarifier and are pumped into the sanitary sewer system.

SECTION III - PROJECT DESCRIPTION

The project will include the design and construction of measures to improve the quality of stormwater draining from the transfer station facility. A first-flush detention system is envisioned with post storm event discharge to the sewer system. The goal of the project is to meet current Standard Urban Stormwater Mitigation Plan (SUSMP) guidelines to retain and treat the first $\frac{3}{4}$ " of rainfall from the site. Other feasible options will be considered as well.

SECTION IV - OBJECTIVES

The City is seeking proposals from consulting firms to recommend alternatives and to prepare plans and specifications to construct storm water quality improvement measures at the Transfer Station Facility.

SECTION V - SCOPE OF SERVICES

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

1. Alternative Analysis (Phase 1)
 - a. Review storm water regulations to determine acceptable discharge limits.
 - b. Review existing plans and perform a field review to determine existing drainage characteristics of the facility.
 - c. Prepare a site plan to be used to consider alternatives.
 - d. Prepare a brief report identifying potential storm water quality Best Management Practices that could be employed at the site. The report shall include pollutant removal effectiveness, cost comparisons and impacts to facility operations.
2. Preparations of Plans and Specifications (Phase 2)

Consultant shall include in the proposal the proposed design approach and costs to prepare plans and specifications for the construction of a $\frac{3}{4}$ " first flush detention system with post-storm discharge to the sewer system. If another alternative is selected, the City and consultant will evaluate the agreement and renegotiate if necessary to provide fair compensation to design the selected alternative. The following tasks will be included in any alternative selected and shall be addressed in proposals submitted in response this RFP.

 - a. Gather available plans for the transfer station facility and needed utilities.
 - b. Perform field surveys to determine all required plan and elevation information required to design the project.
 - c. Perform hydrologic analysis to determine the quantity and rate of runoff.
 - d. Determine requirements of the City of Los Angeles to permit discharge of detained storm water to the sewer system.

- e. Prepare plans and specifications for construction of the following:
 - i) An underground detention structure to contain the first flush prior to discharge into the sewer.
 - ii) A pumping system to pump the retained first flush into the sewer after the storm event.
 - iii) A rainfall detection system to determine when a storm event is occurring and when it is permissible to discharge the detained flows into the sewer system.
 - iv) A diversion structure capable of directing the first flush to the detention structure and bypassing flows to the storm drain system when the detention structure is full.

3. Structural and Geotechnical Analysis

Verify that the proposed project can be constructed in the soils existing at the site. Also, verify that the proposed project will support the loads currently experienced at the site and that the existing transfer station structure will not be compromised by the project.

4. Detailed Cost Estimate

Prepare a detailed cost estimate for construction of all elements of the project.

SECTION VI - 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 experience.
2. Firm(s) must have designed within the last five years a minimum of two (2) similar types 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 VII - SUBMITTAL REQUIREMENTS

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

1. Letter of Introduction - Include the 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. Project Timeline – Detail an anticipated project timeline from start of work to deliverables of each project phase/milestone.
8. 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.
9. 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.
10. 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 VIII - 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;
2. Qualifications and experience of the firm(s) and team members assigned to the project;
3. Quality of Proposal and demonstrated understanding of the project;
4. Record of the consultant in accomplishing work within required time and budget constraints;
5. Understanding of the approach; tasks, and methodology necessary to complete the required services;
6. References; and,
7. 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. The City also reserves the right to suspend the agreement upon completion of the alternative analysis.

Interviews will be scheduled with the top candidates. The City in its sole discretion will determine how many and which firms will be invited to interview.

SECTION IX - 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 X - RFP QUESTIONS

Questions regarding this Request for Proposals must be submitted no later than **5:00 p.m. PST on Wednesday, September 10, 2008 by e-mail**. Questions should be submitted to:

Damian.Skinner@Culvercity.org

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

SECTION XI - 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 by the consultant.

SECTION XII - PROPOSALS DUE

Five copies of the proposal and your proposed fee in a separate sealed envelope must be submitted **by 3:00 pm, September 24, 2008** to the address shown below. Postmarks will not be accepted in lieu of delivery. Proposals are to be sent to:

Damian Skinner
Environmental Programs and Operations Manager
Culver City Public Works Department
9505 Jefferson Boulevard
Culver City, CA 90232-0507

All Submittals must, be clearly marked as "Proposal for Professional Services for the Culver City Transfer Station Water Quality 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 August 15, 2008, August 29, 2008 and September 12, 2008.

SECTION XIII - FURTHER INFORMATION/CONTACT

Steve Finton, Senior Civil Engineer
(310) 253-6406

Damian Skinner, Environmental Programs and Operations Manager
(310) 253-6421

EXHIBITS:

1. Location Map
2. Grading and Drainage Plans for Transfer Station
3. Sample Contract with Exhibits "A" and "B"
4. Special Endorsement form

EXHIBIT 1

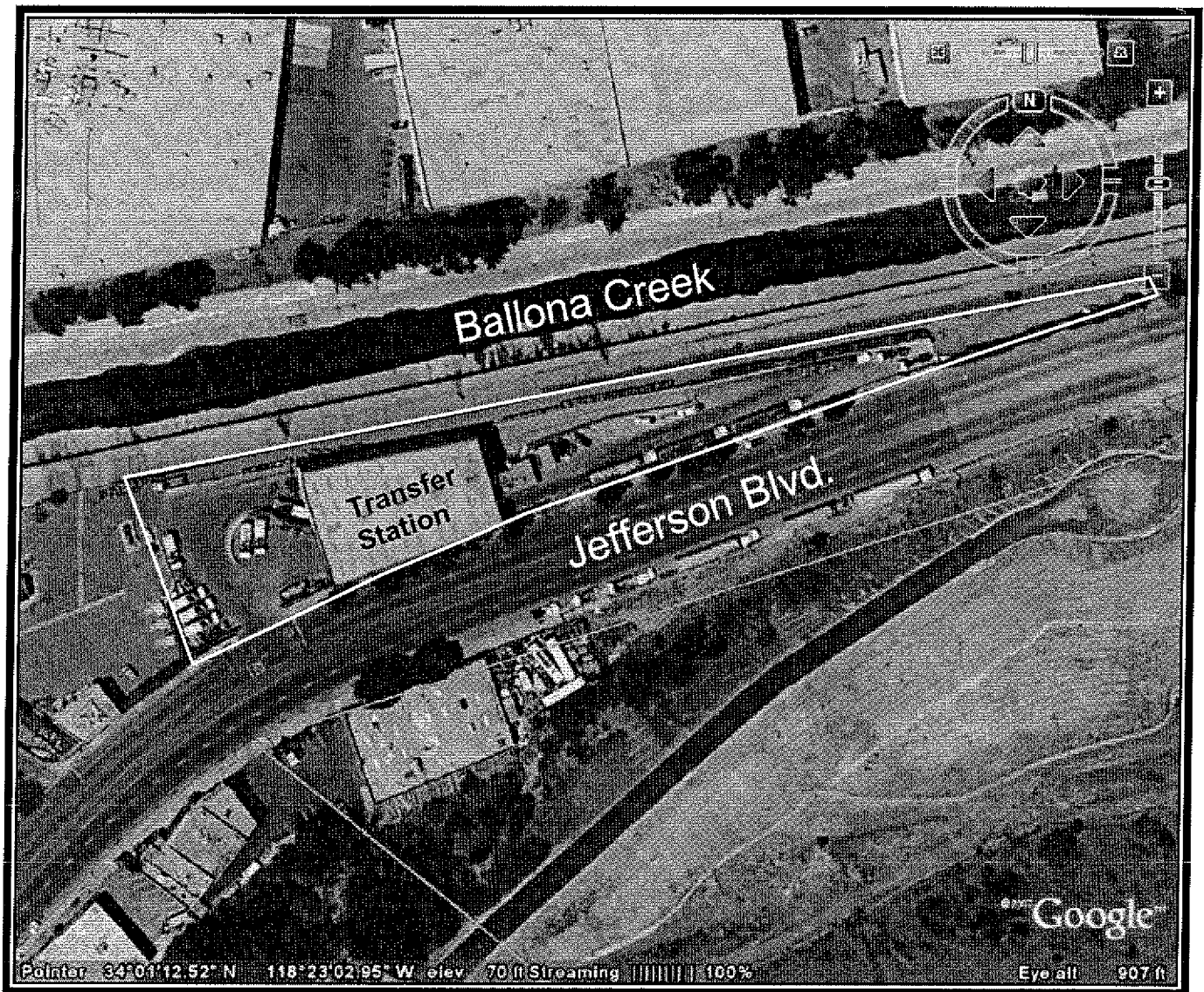
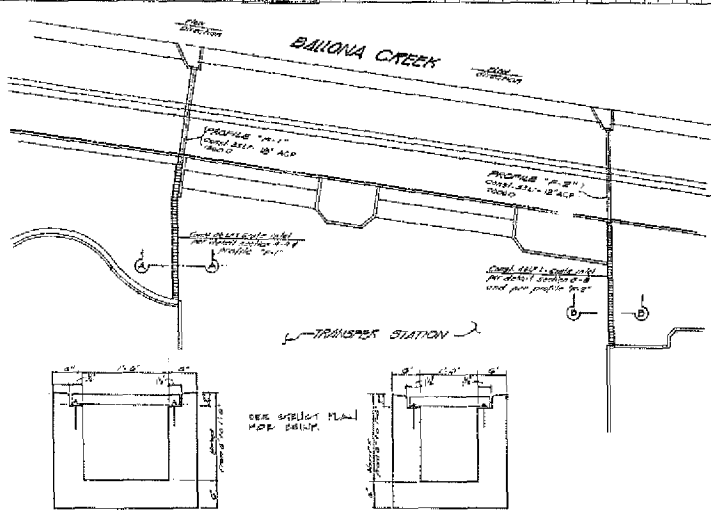
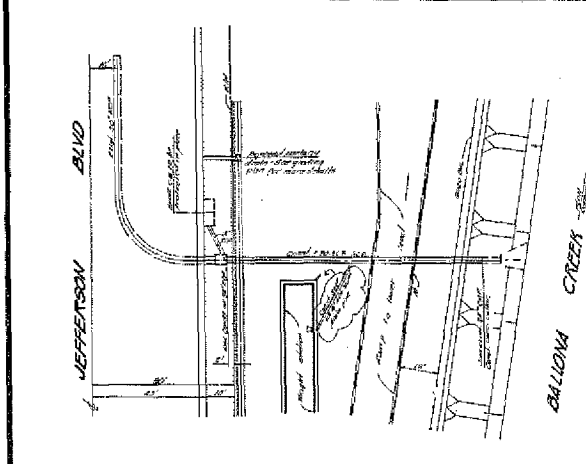
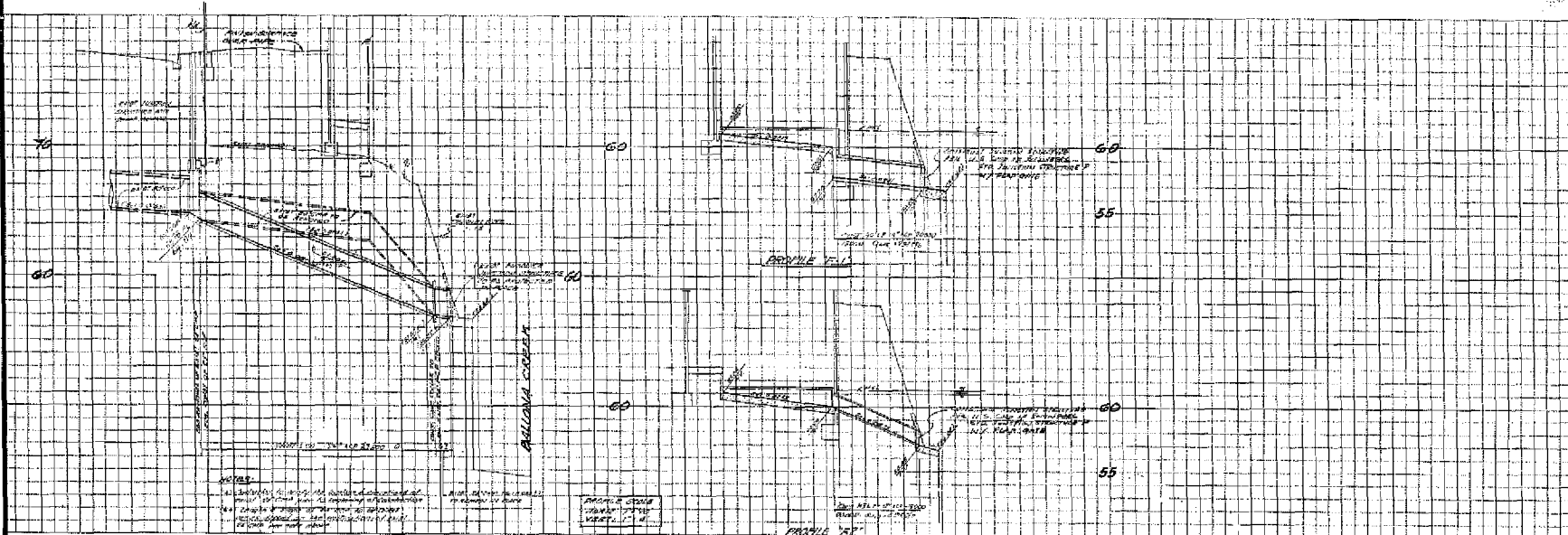


Exhibit 1
Transfer Station Location Map
9255 Jefferson Boulevard

EXHIBIT 2



SECTION A-A
GRATE INLET ON WEST RAMP

SECTION B-B
GRATE INLET ON EAST RAMP

STORM DRAIN NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CULVER CITY SPECIFICATIONS FOR STORM DRAINAGE. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CULVER CITY SPECIFICATIONS FOR STORM DRAINAGE.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CULVER CITY SPECIFICATIONS FOR STORM DRAINAGE. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CULVER CITY SPECIFICATIONS FOR STORM DRAINAGE.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CULVER CITY SPECIFICATIONS FOR STORM DRAINAGE. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CULVER CITY SPECIFICATIONS FOR STORM DRAINAGE.
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5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CULVER CITY SPECIFICATIONS FOR STORM DRAINAGE. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CULVER CITY SPECIFICATIONS FOR STORM DRAINAGE.

ESTIMATE OF QUANTITIES

1. GRADE INLET FOR WEST RAMP	30 LF
2. GRADE INLET FOR EAST RAMP	30 LF
3. GRADE INLET FOR WEST RAMP	30 LF
4. GRADE INLET FOR EAST RAMP	30 LF
5. GRADE INLET FOR WEST RAMP	30 LF
6. GRADE INLET FOR EAST RAMP	30 LF

NOTE: ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CULVER CITY SPECIFICATIONS FOR STORM DRAINAGE.

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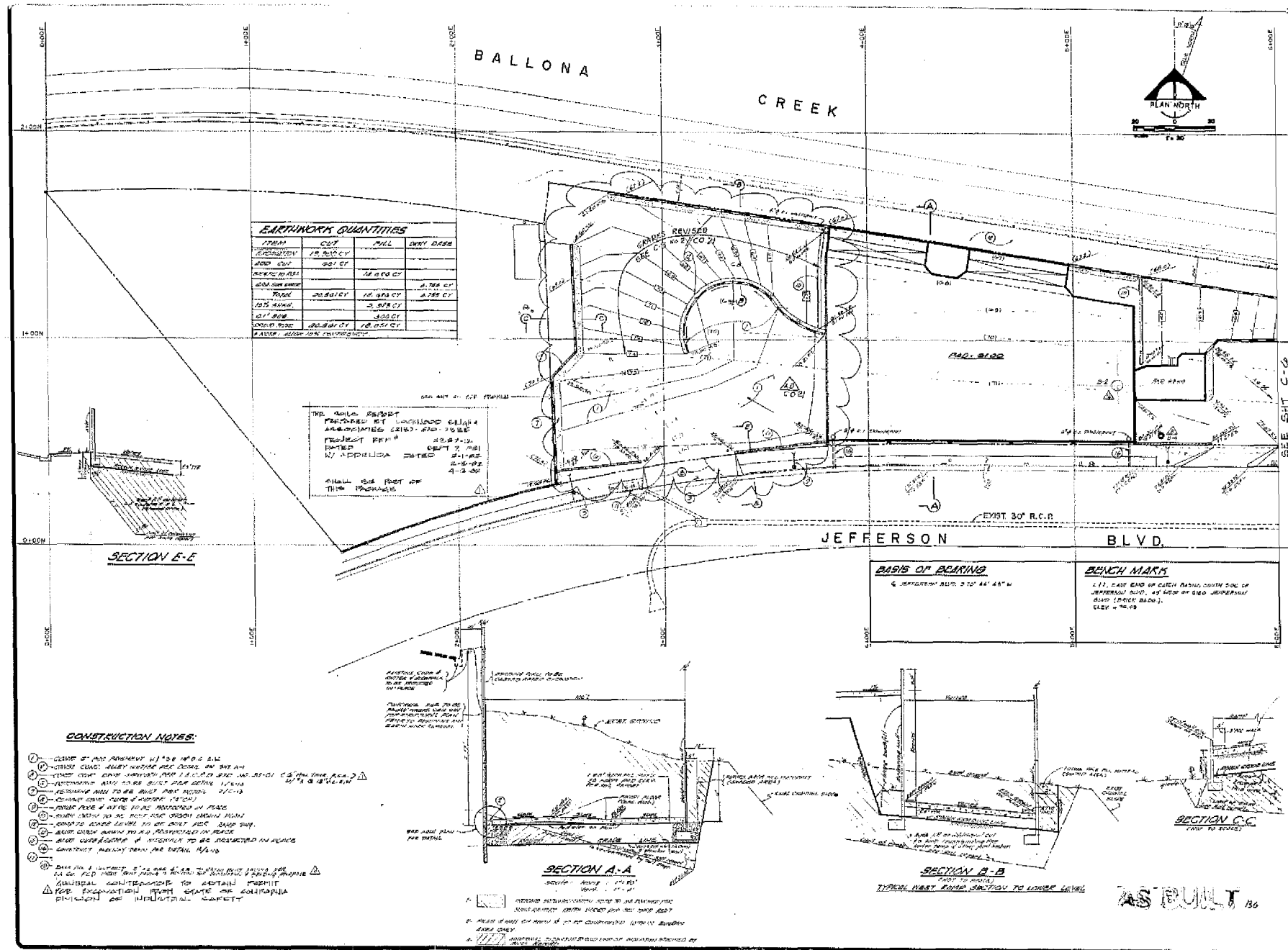
REVISIONS	BY

HEKIMIAN & ASSOCIATES
10121 BEACH BLVD., WILMINGTON BEACH, CA
VAN DORPE & ASSOCIATES
1000 CHANDLER AVE., CHANDLER, CA 94501
1741948-3744 A JOINT VENTURE (714) 978-9760

City of Culver City
TRANSFER/RECYCLING STATION
5275 WEST JEFFERSON BLVD., CULVER CITY, CA
SITE DRAINAGE PLAN

C-7
22 SHEETS

44

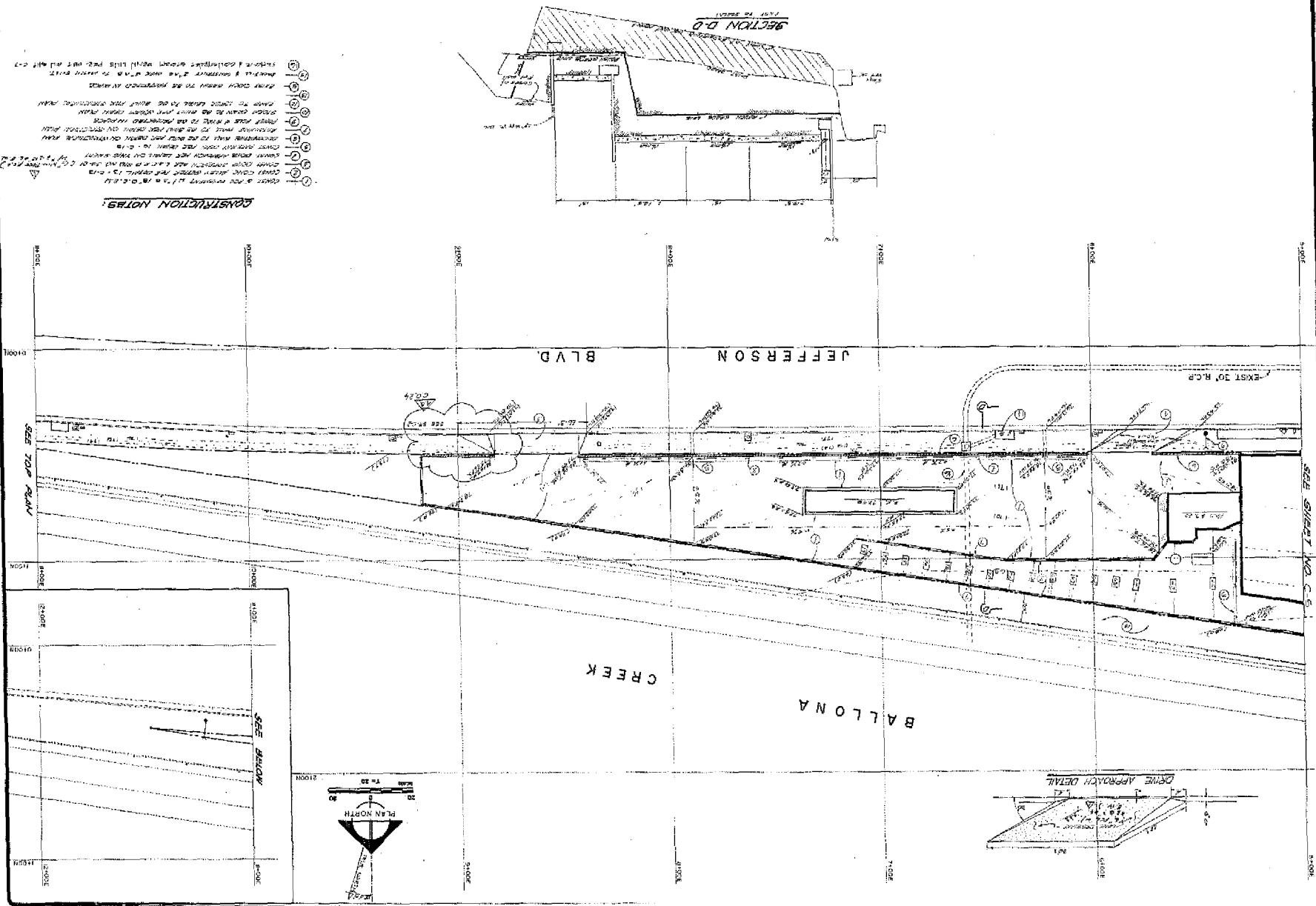


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HEKIMIAN & ASSOCIATES
1800 BEACH BLVD., SUITE 200, BEACH, CA 90701
VAN DORPE & ASSOCIATES
1800 BEACH BLVD., SUITE 200, BEACH, CA 90701
A JOINT VENTURE (714) 978-0760

City of Culver City
TRANSFER/RECYCLING STATION
2725 WEST JEFFERSON BLVD., CULVER CITY, CA 90230
GRADING PLAN - WEST

DRAWN	CHECKED	DATE	DATE	DATE	DATE
10/2/80	10/2/80	10/2/80	10/2/80	10/2/80	10/2/80
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CONSTRUCTION NOTES:

1. EXISTING 30" R.C.P. TO BE REMOVED AND REPLACED WITH 36" R.C.P.
2. EXISTING 18" R.C.P. TO BE REMOVED AND REPLACED WITH 24" R.C.P.
3. EXISTING 12" R.C.P. TO BE REMOVED AND REPLACED WITH 18" R.C.P.
4. EXISTING 8" R.C.P. TO BE REMOVED AND REPLACED WITH 12" R.C.P.
5. EXISTING 6" R.C.P. TO BE REMOVED AND REPLACED WITH 10" R.C.P.
6. EXISTING 4" R.C.P. TO BE REMOVED AND REPLACED WITH 8" R.C.P.
7. EXISTING 3" R.C.P. TO BE REMOVED AND REPLACED WITH 6" R.C.P.
8. EXISTING 2" R.C.P. TO BE REMOVED AND REPLACED WITH 4" R.C.P.
9. EXISTING 1" R.C.P. TO BE REMOVED AND REPLACED WITH 2" R.C.P.
10. EXISTING 1/2" R.C.P. TO BE REMOVED AND REPLACED WITH 1" R.C.P.
11. EXISTING 1/4" R.C.P. TO BE REMOVED AND REPLACED WITH 1/2" R.C.P.
12. EXISTING 1/8" R.C.P. TO BE REMOVED AND REPLACED WITH 1/4" R.C.P.
13. EXISTING 1/16" R.C.P. TO BE REMOVED AND REPLACED WITH 1/8" R.C.P.
14. EXISTING 1/32" R.C.P. TO BE REMOVED AND REPLACED WITH 1/16" R.C.P.
15. EXISTING 1/64" R.C.P. TO BE REMOVED AND REPLACED WITH 1/32" R.C.P.
16. EXISTING 1/128" R.C.P. TO BE REMOVED AND REPLACED WITH 1/64" R.C.P.
17. EXISTING 1/256" R.C.P. TO BE REMOVED AND REPLACED WITH 1/128" R.C.P.
18. EXISTING 1/512" R.C.P. TO BE REMOVED AND REPLACED WITH 1/256" R.C.P.
19. EXISTING 1/1024" R.C.P. TO BE REMOVED AND REPLACED WITH 1/512" R.C.P.
20. EXISTING 1/2048" R.C.P. TO BE REMOVED AND REPLACED WITH 1/1024" R.C.P.
21. EXISTING 1/4096" R.C.P. TO BE REMOVED AND REPLACED WITH 1/2048" R.C.P.
22. EXISTING 1/8192" R.C.P. TO BE REMOVED AND REPLACED WITH 1/4096" R.C.P.
23. EXISTING 1/16384" R.C.P. TO BE REMOVED AND REPLACED WITH 1/8192" R.C.P.
24. EXISTING 1/32768" R.C.P. TO BE REMOVED AND REPLACED WITH 1/16384" R.C.P.
25. EXISTING 1/65536" R.C.P. TO BE REMOVED AND REPLACED WITH 1/32768" R.C.P.

1. OF 51 SHEETS

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City of Culver City
TRANSFER/RECYCLING STATION
2275 WEST JEFFERSON BLVD., CULVER CITY, CA.
GRADING PLAN - EAST

HMA
HEKIMIAN & ASSOCIATES
1515 BROAD BLVD., HAWTHORNE, CA 90230
VAN DORE & ASSOCIATES
1420 CHANDELIER AVE., OAKLAND, CA 94612
(714) 548-5744 A JOINT VENTURE (714) 978-9780

REVISIONS	NO.	DATE	BY
	1	7-24	CD
	2	7-24	CD
	3	7-24	CD
	4	7-24	CD
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	6	7-24	CD
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	9	7-24	CD
	10	7-24	CD

5017-74

EXHIBIT 3

Sample

CITY OF CULVER CITY
STANDARD FORM CONTRACT

WITH: (Consultant).

FOR: Culver City Transfer Station Water Quality Improvement Project

THIS AGREEMENT is made and entered into by and between THE CITY OF CULVER CITY, a municipal corporation, hereinafter referred to as "City," and (Consultant), 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

Nagam Rao
Treasury Division Manager

SAMPLE
EXHIBIT A

CITY OF CULVER CITY
AGREEMENT

WITH:

SCOPE OF SERVICE

Consultant shall perform all services listed in City's Request for Proposals dated July 2008 under Section V "Scope of Services."

EXHIBIT B

CITY OF CULVER CITY
AGREEMENT

WITH: (Consultant)

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 Proposal submitted in response to the June 2, 2008 Request for Proposals.
- 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 Request for Proposals and Exhibits, 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 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)