



# REQUEST FOR PROPOSALS

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RFP #1654



Notice is hereby given that sealed proposals will be received by the City of Culver City, California, for furnishing the following product:

## CITY HALL LANDSCAPING REPLACEMENT AND CENTENNIAL GARDEN PROJECT

In strict accordance with the Specifications on file in the office of the CULVER CITY PURCHASING DIVISION, 4343 Duquesne Avenue, Culver City, California, 90232. Copies of specifications and RFP documents may be obtained from the City's website at <http://www.culvercity.org/how-do-i/find/bidding-contract-opportunities>.

One original, one electronic, and nine copies of the proposal must be submitted to the CITY CLERK at CITY HALL, 9770 Culver Boulevard, Culver City, California, 90232, **not later than 3:00 p.m. on June 29, 2017** at which time they will be opened at the City Clerk's counter on the first floor of City Hall. Facsimile proposals will not be accepted. Any proposer may withdraw their proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by telephonic notification received prior to the closing date. Proposals may later be referred to the City Council for appropriate action. The City reserves the right to reject any or all proposals as the best interests of the City may dictate.

By: \_\_\_\_\_  
Jeremy Green, City Clerk

Published in **the Culver City News** on June 8, 2017



## **REQUEST FOR PROPOSALS**

**For**

# **CITY HALL LANDSCAPING REPLACEMENT AND CENTENNIAL GARDEN PROJECT**

**RFP #1654**

**June 5, 2017**

**City of Culver City**

**The Public Works Department**

9770 Culver Boulevard

Culver City, CA 90232-0507

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## **CITY HALL LANDSCAPING REPLACEMENT AND CENTENNIAL GARDEN PROJECT: RFP #1654**

### **I. REQUEST SUMMARY**

The City of Culver City (City) is inviting a limited number of high profile landscape architecture firms to prepare construction documents to replace City Hall's landscaping.

### **II. INTRODUCTION**

#### **A. Community Profile**

The City is a charter city in California that was incorporated in 1917. The City is governed by a five-member City Council whose members are elected at large and operate under a Council/City Manager form of local government.

The City is full-service and located in the western area of Los Angeles County, generally situated north of Los Angeles International Airport, southeast of Santa Monica, south of Beverly Hills and southwest of West Hollywood. The City is approximately five square miles with a residential population of approximately 40,000. The total adopted budget for FY 2016-17 is approximately \$238 million, of which \$112 million is General Fund.

#### **B. Background**

The City will be celebrating its 100<sup>th</sup> year anniversary on September 20, 2017. In recognition of the City's centennial, coupled with years of continuous drought in California, the City is inviting a limited number of high profile landscape architecture firms located in the City (or firms who partner with a Culver City-based firm) to submit competing conceptual designs to plant drought tolerant landscaping and to modify City Hall's storm water retention, drainage and irrigation systems to provide for efficient landscape irrigation utilizing rainwater where possible.. The project will include public art and a Centennial Garden that memorializes the City's anniversary (the "Project").

City Hall is located at 9770 Culver Boulevard in Culver City and its landscaping and irrigation system is primarily on structure, with two subterranean parking levels beneath it. City Hall's construction was completed nearly twenty years ago and a copy of its current landscaping plans are included in Attachment No. 1. A City Hall Soil Analysis has been completed and is included as Attachment No. 2.

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### **C. General RFP Submittal Information**

A Review Committee comprised of City Council, City staff and members of the community will evaluate the 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 firms who have been issued or obtained copies of the RFP from the City's website.

The City reserves the right to retain all proposals submitted. Submission of a proposal indicates the firm'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 firm selected.

The preparation of the proposal will be at the total expense of the firm. There is no expressed or implied obligation for the City to reimburse responding firms for any expense incurred in the preparation of proposals in response to this request. All proposals submitted to the City shall become the property of the City and will not be returned.

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.

To be considered, firms must send one electronic (searchable PDF copy of the entire proposal on a disc or memory stick), and nine (9) hard copies in color of their proposal in a sealed envelope with the name of the company submitting the proposal and the following title: **"RFP-1654 City Hall Landscaping Replacement and Centennial Garden Project"** to:

**City Clerk  
City of Culver City  
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 "Exhibit A" attached hereto.

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## D. RFP Questions

Questions with regard to this RFP should be submitted in writing by sending an e-mail to Joe Susca, Senior Management Analyst at [joe.susca@culvercity.org](mailto:joe.susca@culvercity.org) by June 12, 2017. All firms sending questions will receive responses to all questions and any other addenda that may be released, via e-mail by June 14, 2017.

## E. Schedule

Though the City reserves the right to make changes to the schedule below, the City anticipates the RFP process will unfold as follows:

|                                             |                             |
|---------------------------------------------|-----------------------------|
| RFP released:                               | June 5, 2017                |
| Deadline for receiving questions:           | June 12, 2017               |
| Response to questions:                      | June 14, 2017               |
| <b>Phase I Proposals due:</b>               | <b>June 29, 2017</b>        |
| Review Committee-Finalist Interviews:       | Week of July 24, 2017       |
| Finalists present to City Council:          | Second Week of August 2017  |
| <b>Phase II Proposals due by Finalists:</b> | <b>August 24, 2017</b>      |
| Firm selected by City Council:              | September 11, 2017          |
| Groundbreaking Ceremony:                    | Prior to September 20, 2017 |

## III. SCOPE OF SERVICES

The City intends to obtain the services of a qualified firm (or team of firms) to provide the services outlined below.

### Phase One:

#### All firms responding to this RFP are required to submit the following:

1. Conceptual Plans: Prepare a conceptual plan depicting the landscaping site plan in color with north, south, east and west facing elevations. The conceptual plan is to focus on modification of the softscape (which may include trees) and incorporate new public art (see Attachment No. 3) and a Centennial Garden with public gathering spaces where small donations from contributors will have their names appear on brick, tile or other walkway pavement, and larger sponsors will be acknowledged on a donation wall located in a prominent display area. On the Lafayette side of City Hall, public seating areas shall be included in addition to a ground cover area on the south facing side suitable for use by visitors from the adjacent preschool. In addition to reducing water use, the goal is to create a prestigious Project whose design is outside the box, creates a unique and special identity, is creative and innovative, becomes a landmark destination and complements the eclectic mix of downtown's architecture, including a Frank Gehry designed theater that will be constructed across the street (The Jazz Bakery -

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<http://jazzbakery.org/see-models-our-new-building>). To the extent possible, the conceptual plan is to reuse the existing hardscape, drainage, lighting and electrical, benches (which may be moved), and water features; all of which are intended to remain in place.

2. Landscaping Review Committee: A Committee has been formed to evaluate each set of conceptual plans submitted. Once an initial review of the competing conceptual plans is completed, the selected finalists will be invited to participate in a follow-up interview with the Committee members. Upon conclusion of the Committee's interviews with the finalists, two to four firms will be selected to present their conceptual plans in the form of a PowerPoint presentation and display board(s) (preparation of a video is optional) to the City Council at a special meeting intended to provide ample time to thoroughly review the presentations and to subsequently engage the attendees in a question and answer session. Upon conclusion of the presentations, the attendees will be asked to place a sticker upon the display board of the design they prefer prior to their leaving, and the City Council will be asked to confirm the Committee's recommendation that these firms prepare Phase Two proposals.

### **Phase Two:**

**Only those firms selected as finalists by the Committee and confirmed by the City Council (at the conceptual plan presentation meeting) will be invited to prepare a proposal to complete the following additional work:**

1. Landscape Palette: Create a separate, drought tolerant palette of plants and ground cover suitable for the Southern California region. The Landscape Palette developed will replace City Hall's existing water thirsty plants and lawn and shall be:
  - a. Aesthetically pleasing;
  - b. Comprised of native plants (where feasible) and/or climate appropriate plants and trees;
  - c. Species known for their long life;
  - d. Require a minimum amount of water and maintenance; and
  - e. Offer a variety of color, including some flowering plants.

Where existing plants and ground cover already meet most of the criteria listed above, the landscape architecture firm may suggest they remain in place or be transplanted to a different area if it is likely they will survive the move.

2. Cost Estimate: Prepare estimates for your firm to complete each item contained in this Phase Two and include a range of cost to construct the Project in each of the following four phases:

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- i. Phase 1: Preparation of final plans, construction documents and bid documents as outlined in Sections 1 above, and 3 through 7 below. (Note that City permitting fees are waived for the Project.)
  - ii. Phase 2: Construction of the Layette Place facing side.
  - iii. Phase 3: Construction of the center courtyard facing Culver Boulevard.
  - iv. Phase 4: Construction of the Duquesne Avenue facing side.

For each phase, include a line item indicating your firm's construction observation cost to ensure the landscape contractor work adheres to the construction documents.

Regardless of which Phase(s) the Centennial Garden component will be constructed, prepare a separate cost estimate to construct this portion of the Project so that it may be used by the City's Centennial Celebration Committee as their goal when raising funds to cover its cost.

3. Construction Documents: Prepare construction documents suitable for bidding and to obtain any required permits.
4. Calsense Irrigation Control and Storm Water Retention/Drainage: The City uses a Calsense control system to monitor and schedule landscape watering cycles at its various facilities. The landscape architecture firm shall contact Calsense and obtain their approval on any proposed design modifications or upgrades to the existing system. The landscape architecture firm shall prepare a new storm water retention and drainage plan that adheres to the [Best Management Practices](http://www.lastormwater.org/wp-content/files_mf/lidhandbookfinal62212.pdf) established for Low Impact Development projects in the City of Los Angeles: [http://www.lastormwater.org/wp-content/files\\_mf/lidhandbookfinal62212.pdf](http://www.lastormwater.org/wp-content/files_mf/lidhandbookfinal62212.pdf)
5. Watering Schedule: Prepare a Calsense watering schedule guide that reflects the needs of the new plantings for each of the four seasons.
6. Maintenance Plan: Prepare a maintenance plan for the new plantings for landscaping crews to follow.
7. Bid Package: Prepare a bid package that includes the construction documents as an exhibit for release to competing landscape contractors. The Bid Package shall include removal of the applicable softscape, storm water drainage, retention and irrigation system modifications to meet the needs of the replacement plantings and reduce water waste, purchasing replacement foliage/groundcover, public art, trees, a Centennial Garden, a recommended planting season, use of fertilized; light-weight soil suitable for on-structure applications and the labor required for planting. The Bid Package will include a statement that Landscape Contractors must adhere to the landscaping requirements outlined in Chapter §17.310 of the Culver

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City Municipal Code. Work with City staff to evaluate the bids received and to form a recommendation on which landscape contractor to hire.

Staff will present the Phase Two proposals received to the City Council and request they select a firm to complete the Project.

#### **IV. PROPOSAL OUTLINE TO BE SUBMITTED**

The proposal shall be organized and submitted with the following elements:

- A. Cover Page
- B. Table of Contents
- C. Executive Summary

Provide a brief summary describing the firm's ability to perform the work requested, a history of the firm's background and experience providing services, the qualifications of the firm's staff assigned to this project, any subcontractor, sub consultants, and/or key suppliers and a brief history of their background and experience, and any other information called for by this RFP which the firm deems relevant, including restating any exceptions to this request for proposal. This summary should be brief and concise to apprise the reader of the basic services offered, experience and qualifications of the firm, staff, subcontractors, and/or suppliers.

- D. Questionnaire/Response to Scope of Services

Firm shall provide responses and information to fully satisfy each item in the Questionnaire. Each question should be reiterated before the firm's response to it.

- E. Attachments

#### **V. QUESTIONNAIRE**

##### **A. Company and General Information**

1. Firm name and address.
2. Letter of transmittal signed by an individual authorized to bind the firm, stating that the firm has read and will comply with all terms and conditions of this RFP.
3. General information about the primary contact who is able to answer questions about the proposal. Include name, title, telephone number and email address of the individual.

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## **B. Qualifications and Experience of the Firm**

1. Describe your firm's 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.
2. What is the primary business of the parent company and/or affiliates?
3. Which office(s) of your organization will have primary responsibility for managing this account? List the members of your team who will be responsible for providing the services and for ongoing support.
4. What is your 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 their status.
5. Comment on other areas that may make your firm different from your competitors.

## **C. Qualifications and Experience of Proposed Project Team**

1. Describe the qualifications of the firm's staff who are assigned to complete each of the scope of services, their 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 five years and their level of involvement. A description of how overall supervision will be provided should be included.
2. Identify and provide the resume(s) of the staff who will be assigned to complete the scope of services.

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

1. Describe the methods by which your firm will complete the services requested in the Scope of Services.
2. Provide a statement of those service(s) that differentiate your firm from competing firms.

## **E. Fees**

1. The preparation of the proposal will be at the total expense of the firm responding. There is no expressed or implied obligation for the City to reimburse responding firms for any expense incurred in the preparation of proposals in response to this request.
2. Those firms selected as finalists by the Committee and confirmed by the City Council (at the conceptual plan presentation meeting) will be invited to:

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- a. Prepare a proposal listing the various fees to complete Phase Two of the Project (see Phase Two -- Section 2 of this RFP for more information.)
  - b. Provide staff titles and their associated hourly billing rates.

Any additional fees or expenses the firm seeks reimbursement for shall have their total costs estimated and be listed as a separate line items.

3. The City provides its firms the ability to submit invoices for work completed each month with payment made by check thirty days after receipt. If your firm's payment expectations, including timing and method of payment differ, please outline what those differences are.

#### **F. References**

List the name, address and telephone number of references from at least two (2) clients whom the firm completed similar work. Include a brief description of the work provided for each reference. You may offer more than two recent similar projects if desired. The references should include the start date of each reference and the date of their completion (or their current status).

#### **G. Implementation Schedule**

Include a detailed implementation schedule for each section contained in Phase Two of this RFP, with an estimated project start date of September 18, 2017, noting key project milestones and timelines for deliverables. Identify any assumptions used in developing the schedules.

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

The City will require the successful firm to provide Certificates of Insurance evidencing required coverage types and the minimum limits. See Exhibit A for more information on the City's insurance requirements.

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## **VI. EVALUATION OF PROPOSALS**

Proposals will be judged on the firm's ability to provide services that meet the requirements set forth in this document. The City reserves the right to make such investigations as it deems necessary to determine the ability of the firm to provide services meeting a satisfactory level of performance in accordance with the City's requirements. Interviews and presentations by one, several, or all of the firms may be requested by evaluators if deemed necessary to fully understand and compare the firm's capabilities and qualifications. The adequacy, depth, and clarity of the proposal will influence, to a considerable degree, its evaluation.

Proposals will be evaluated on the basis of the following criteria:

1. Conceptual Designs and their ability to achieve the goals outlined in Phase One – Section One of this RFP.
2. Qualifications and Experience
3. Questionnaire/Response to Scope of Services
4. Fees
5. References

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## **SUPPLEMENTAL TERMS AND CONDITIONS, LEGAL STATEMENTS, AND INSURANCE REQUIREMENTS**

### **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 firm 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 firms 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 firm shall be required to obtain all applicable 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 fee.
- IV. Any proposal may be withdrawn prior to the RFP opening time provided that the request is in writing and is signed by an authorized representative. The withdrawal of a proposal shall not prejudice the right of the firm to file a new proposal up 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 firm shall be relieved of a proposal due to mistakes only if the firm can establish to the satisfaction of the City that all of the following circumstances exist:
  - a. A mistake was made;
  - b. The firm gave the City written notice within five (5) days after the opening of the proposals of the mistake; specifying in detail how the mistake occurred;
  - c. The mistake made the proposal materially different than the firm 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 Services or specifications as stated in the RFP.
- I. The City reserves the right to seek supplemental information from any firm at any time between the dates of the proposal submission and the RFP award. Such information will be limited to clarification or amplification of questions asked in the

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original proposal. Any firm may be subject to personal interview and inspection of their business premises prior to award.

- VI. 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 a 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 a subsequent RFP;
  - c. Cancel this RFP;
  - d. Remedy technical errors in this RFP;
  - e. Modify any requirements contained within this RFP and request revised submittals from firms determined to be within the competitive range;
  - f. Award a contract to one or more firms;
  - g. Accept the written proposal as an offer, without negotiation and issue a notice to proceed, if applicable.
- VII. The City reserves the right to contract with any of the firms responding to this RFP based solely upon its judgment of the qualifications and capabilities of that firm.
- VIII. All materials submitted regarding this RFP become the property of the City. Responses may be reviewed by any person at the 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 firm 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.
- IX. The City is not liable for any cost incurred by a firm prior to issuance of an agreement, contract, or purchase order.

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## LEGAL STATEMENTS

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

### I. PROHIBITED INTERESTS

- a. Firm warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for firm, 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 the firm, 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. Firm 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 the firm of staff 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 weekends, holidays, or vacation time; further, the employment by the firm of staff 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 the firm 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, firms, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City's City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City;
- a. 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 firms, assure that contract decisions are made in public, and to protect the integrity of the RFP / Bid

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Evaluation process. Violation of this provision may result in rejection of the firm's proposal.

- III. **NON-DISCRIMINATION REQUIREMENTS:** In addition to any other obligations set forth in the specifications, the firm shall not discriminate against any employee or applicant for employment because of gender, gender identity, gender expression, sexual orientation, sex, age, disability, medical condition, genetic information, marital status, race, color, religion, ancestry, or national origin. The firm 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, disability, medical condition, genetic information, marital status, race, color, religion, ancestry, or national origin. Such affirmative action shall include, but not be limited to, the advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The firm shall post in a conspicuous place available to all employees and applicants for employment notices setting forth the provisions of this fair employment practices paragraph.
- IV. **COMPLIANCE WITH LAW:** The firm shall familiarize itself with and perform the service required under this contract in conformity with requirements and standards of the City, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and services may be affected by service under this contract. The firm shall also comply with all Federal, OSHA, state, and local laws and ordinances applicable to any of the service involved in this Contract. The firm shall indemnify and hold the City harmless against any claim arising from the violation of any such laws, ordinances and regulations whether by the firm or their employees.
- V. **PROTECTION OF RESIDENT WORKERS:** Protection of Resident Workers: The 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 of America (i.e., citizens and nationals of the U.S.A.) and aliens authorized to work in the U.S.A. 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 firm shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or be manufactured by any worker who is not legally eligible to perform such services or employment.

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- VI. INDEMNIFICATION / HOLD HARMLESS CLAUSE. To the fullest extent permitted by law, the firm shall indemnify, defend (at the firm's sole expense, with legal counsel approved by City) and hold harmless the City, members of its City Council, its boards and commissions, officers, agents, and employees (hereinafter, "Indemnitees"), from and against all loss, damage, cost, expense, liability, claims, demands, suits, attorneys' fees and judgments arising from or in any manner connected to the firm's or its employees or agent's acts, errors or omissions related to this Contract. This indemnification includes, but is not limited to, tort liability to a third person for bodily injury and property damage.

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

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

### **INSURANCE REQUIREMENTS**

All firms must meet the following insurance requirements in order to enter into a contractual agreement with the City:

- I. Firm shall submit duly executed certificates of insurance, with declarations page and endorsement list, which shall be provided to the City through the department administering the contract, and approved by the City Attorney, for the following:
  - a. 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:

    1. The policy shall provide coverage for personal injury, bodily injury, death, accident and property damage and advertising injury, as those terms are understood in the context of a CGL policy. The coverage shall not be excess or contributing with respect to City's self-insurance or any pooled risk arrangements;

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2. The policy shall provide \$1,000,000 combined single limit coverage for owned, hired and non-owned automobile liability;
  3. The policy shall include coverage for liability undertaken by contract covering, to the maximum extent permitted by law, firm's obligation to indemnify the Indemnitees as required under the Indemnity provisions of the Contract;
  4. The Policy shall not exclude coverage for Completed Operations or Hazards; and
  5. **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.
- b. Business Automobile Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000), providing coverage for use of mobile equipment (i.e. heavy mobile equipment or vehicles primarily for use in an off-road environment), to the extent that (1) such mobile equipment will be used within the City limits or on City business, and (2) coverage for mobile equipment is not otherwise covered by the CGL policy listed in subparagraph (a), above.
  - c. Workers' Compensation limits as required by the Labor Code of the State of California with Employers' Liability limits of One Million Dollars (\$1,000,000.00) per accident, if the Agreement will have Firm employees working within the City limits.
  - d. Professional/Negligent Acts, Errors and Omissions Insurance (where applicable) 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 above.
- II. WAIVER BY THE CITY: The City may waive one or more of the coverages listed in Section I above. This waiver must be express and in writing, and will only be made upon a showing by the firm that its operations in and with respect to City are not such as to impose liability within the scope of that particular coverage.
  - III. ADDITIONAL INSURANCE REQUIREMENTS:

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- a. 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;
  - b. Firm 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;
  - c. The 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 firm.
  - d. If the firm's insurance carrier charges an additional fee to meet these insurance policy requirements, the firm must include that amount in their project costs.

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**Attachment No. 1: City Hall Existing Landscaping Plans**  
*(A PDF file will be provided separately)*

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**Attachment No. 2: City Hall Soil Analysis**

**WALLACE LABORATORIES, LLC**

**365 Coral Circle**

**El Segundo, CA 90245**

**Phone (310) 615-0116 fax (310) 640-6863**

May 3, 2016

Patrick Reynolds, Patrick.reynolds@culvercity.org  
Culver City Parks Division Manager  
Culver City  
4117 Overland Avenue  
Culver City, CA 90230

RE: City Hall Landscape Renovations  
Samples delivered April 28, 2016

Dear Patrick,

The average pH is moderately alkaline at 7.68. The pH values range from 6.76 in sample 12 to 8.39 in sample 13. Samples 3, 9, 13, 14 and 15 have pH values at 8.0 or higher. Ideally for best growth, the soil pH should normally be in the range of about 6.5 to 7.5. At least, the pH should be less than about 8.0. The pH can be frequently lowered with the addition of gypsum and with deep irrigation.

Salinity is modest at 0.68 millimho/cm on average. Salinity ranges from 0.28 millimho/cm for sample 6 to 2.21 millimho/cm for sample 8. Chloride is slightly elevated at 250 parts per million in the saturation extract. Salt-sensitive plants need chloride below about 150 parts per million.

Nitrogen is low for all the samples. Phosphorus is high for sample 12 and is low or modest for the others. Potassium is sufficient for samples 1, 2 and 12. Potassium is low for modest in the others. Iron is sufficient. Manganese is low in four samples. Zinc is low in sample 13 and is excessively high at 44 parts per million for sample 1. Copper is low in eight samples. Boron and sulfur are modest. Magnesium is sufficient.

Soil organic matter is low at 1.00% on a dry weight basis on average. Samples 1 and 12 have sufficient soil organic matter at 3.29% and 3.98%, respectively. The other samples have low soil organic matter.

The average rate of water percolation is rapid at 51.9 inches per hour. The rate of water percolation ranges from 3.21 inches per hour for sample 2 to 91.9 inches per hour for sample 15.

The average soil texture is sand. Samples 2 and 12 are sandy loam as desired. Sample

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1 is a loamy sand. The other samples are sand.

The desired soil texture is sandy loam. It has a balance of water holding capacity, nutrient holding capacity, porosity and water percolation. Sandy soils have high porosity and drain quickly but have low water and nutrient holding capacities. Clayey soils hold nutrients and water well but have low porosity and low drainage rates.

Particles larger than about 0.8 millimeters do not retain significant amounts of water. The particles have high aeration. Particles below about 0.5 millimeter hold water well but have insufficient porosity when the media is moist. The sweet spot is between 0.5 and 0.8 millimeters.

These samples have fine and very fine sand. The percent sand finer than 0.5 millimeters is 95.3% on average.

The best soil is sample 12. The soil texture is sandy loam. Soil organic matter is good at 3.98% on a dry weight basis. The rate of water percolation is more moderate at 11.6 inches per hour. This sample contains the highest levels of potassium, phosphorus, magnesium and sulfur. The pH is slightly acidic at 6.76. Salinity is modest at 0.69 millimho/cm.

Sample 1 has excessively high zinc at 44 parts per million. The optimal level of zinc is several parts per million. Sensitive plants such as woody plants frequently need plant available zinc below about 30 parts per million. Herbaceous plants generally need zinc below about 50 parts per million. Grasses are fairly tolerant of high zinc. Excessive zinc causes stunting, dieback and discoloration. High zinc restricts the uptake of potassium and other micronutrients.

The low potential soil aeration problem can be reduced by increasing the soil organic matter. However, the soils will need to be kept partially dry. For best growth, a sandy loam soil is preferred. These finely graded sands will not provide for vigorous rooting.

Sample 12 is suitable for reuse.

### **Specifications for a suitable sandy loam soil with proper pore space**

*General* - Topsoil shall be free of roots, clods, stones larger than 1-inch in the greatest dimension, pockets of coarse sand, noxious weeds, sticks, lumber, brush and other litter. It shall not be infested with nematodes or other undesirable disease-causing organisms such as insects and plant pathogens. Maximum gravel between 0.5 and 1 inches shall be less than 5%.

Topsoil shall be friable and have sufficient structure in order to give good tilth and aeration to the soil.

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*Gradation limits* - soil texture shall be a sandy loam. The definition of soil texture shall be the USDA classification scheme. Gravel over 2 millimeters in diameter shall be less than 15% by weight. The clay content shall be less than 20%. Clay plus silt content shall be less than 40%. Sand finer than 100 mesh (0.15 millimeters) shall be less than 15%. Sand finer than 60 mesh (0.25 millimeters) shall be less than 40%. Sand larger than 32 mesh (0.50 millimeters) shall be at least 15%.

*Permeability Rate* - Hydraulic conductivity rate shall be not less than one inch per hour nor more than 10 inches per hour when tested in accordance with the USDA Handbook Number 60, method 34b or other approved methods.

*Fertility* - The range of the essential elemental concentration in soil shall be as follows:

| Ammonium Bicarbonate/DTPA Extraction<br>parts per million (mg/kilogram<br><u>dry weight basis</u> |           |
|---------------------------------------------------------------------------------------------------|-----------|
| phosphorus                                                                                        | 15 - 40   |
| potassium                                                                                         | 120 - 220 |
| iron                                                                                              | 4- 35     |
| manganese                                                                                         | 0.6 - 6   |
| zinc                                                                                              | 1 - 8     |
| copper                                                                                            | 0.3 - 5   |
| boron                                                                                             | 0.2 - 1   |
| magnesium                                                                                         | 50 - 150  |
| sodium                                                                                            | 0 - 100   |
| sulfur                                                                                            | 25 - 500  |
| molybdenum                                                                                        | 0.1 - 2   |

*Acidity* - The soil pH range measured in the saturation extract (Method 21a, USDA Handbook Number 60) shall be 6.5- 7.5.

*Salinity* - The salinity range measured in the saturation extract (Method 3a, USDA Handbook Number 60) shall be 0.5 - 2.5 dS/m.

*Chloride* - The maximum concentration of soluble chloride in the saturation extract (Method 3a, USDA Handbook Number 60) shall be 150 mg/l (parts per million).

*Boron* - The maximum concentration of soluble boron in the saturation extract (Method 3a, USDA Handbook Number 60) shall be 1 mg/l (parts per million).

*Sodium Adsorption Ratio (SAR)* - The maximum SAR shall be 3 measured per Method 20b, USDA Handbook Number 60.

*Aluminum* – Available aluminum measured with the Ammonium Bicarbonate/DTPA Extraction shall be less than 3 parts per million.

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Cation Exchange Capacity - Minimum 15 milliequivalents per 100 dry grams

Exchangeable potassium - 3% to 8%

Exchangeable sodium - less than 3%

Exchangeable calcium - 65% to 78%

Exchangeable magnesium - 10% to 18%

Exchangeable hydrogen - 5% to 15%

*Soil Organic Matter Content* - Sufficient soil organic matter shall be present to impart good physical soil properties but not be excessive to cause toxicity or cause excessive reduction in the volume of soil due to decomposition of organic matter. The desirable range is 3% to 6%. The carbon:nitrogen ratio should be about 10.

*Calcium Carbonate Content* - Free calcium carbonate (limestone) shall not be present for acid-loving plants.

*Heavy Metals* - The maximum permissible elemental concentration in the soil shall not exceed the following concentrations:

Ammonium Bicarbonate/DTPA Extraction  
parts per million (mg/kilogram)  
dry weight basis

|          |     |
|----------|-----|
| arsenic  | 1   |
| cadmium  | 1   |
| chromium | 10  |
| cobalt   | 2   |
| lead     | 30  |
| mercury  | 1   |
| nickel   | 5   |
| selenium | 3   |
| silver   | 0.5 |
| vanadium | 3   |

If the soil pH is between 6 and 7, the maximum permissible elemental concentration shall be reduced 50%. If the soil pH is less than 6.0, the maximum permissible elemental concentration shall be reduced 75%. No more than three metals shall be present at 50% or more of the above values.

*Phytotoxic constituent, herbicides, hydrocarbons etc.* - Germination and growth of monocots and dicots shall not be restricted more than 10% compared to the reference soil. Total petroleum hydrocarbons shall not exceed 50 mg/kg dry soil measured per the modified EPA Method No. 8015. Total aromatic volatile organic hydrocarbons (benzene, toluene, xylene and ethylbenzene) shall not exceed 0.5 mg/kg dry soil measured per EPA Methods No. 8020.

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Sincerely,

Garn A. Wallace, Ph. D.  
GAW:n

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| <b>WALLACE LABS</b><br><b>365 Coral Circle</b><br><b>El Segundo, CA 90245</b><br><b>(310) 615-0116</b><br><b>ammonium bicarbonate/DTPA</b><br>extractable - mg/kg soil<br>Interpretation of data<br>low medium high<br>0 - 7 8-15 over 15<br>0-60 60-120 121-180<br>0 - 4 4 - 10 over 10<br>0-0.5 0.6-1 over 1<br>0 - 1 1 - 1.5 over 1.5<br>0-0.2 0.3-0.5 over 0.5<br>0-0.2 0.2-0.5 over 1<br>The following trace elements may be toxic<br>The degree of toxicity depends upon the pH of the soil, soil texture, organic matter, and the concentrations of the individual elements as well as to their interactions.<br>The pH optimum depends upon soil organic matter and clay content for clay and loam soils: under 5.2 is too acidic 6.5 to 7 is ideal over 9 is too alkaline<br>The ECe is a measure of the soil salinity:<br>1-2 affects a few plants<br>2-4 affects some plants,<br>> 4 affects many plants.<br>problems over 150 ppm<br>good 20 - 30 ppm<br>toxic over 800<br>toxic over 1 for many plants<br>increasing problems start at 3<br>est. gypsum requirement lbs./1,000 square feet<br>infiltration rate inches/hour<br>soil texture<br>sand<br>silt<br>clay<br>lime (calcium carbonate)<br>Total Nitrogen<br>Total organic carbon<br>carbon:nitrogen ratio<br>organic matter based on carbon<br>moisture content of soil<br>half saturation percentage | <b>SOILS REPORT</b><br>Location<br>Requester<br>graphic interpretation: * very low, ** low, *** moderate<br>**** high, ***** very high<br>Sample ID Number<br>Sample Description<br>elements<br>phosphorus<br>potassium<br>iron<br>manganese<br>zinc<br>copper<br>boron<br>calcium<br>magnesium<br>sodium<br>sulfur<br>molybdenum<br>nickel<br>aluminum<br>arsenic<br>barium<br>cadmium<br>chromium<br>cobalt<br>lead<br>lithium<br>mercury<br>selenium<br>silver<br>strontium<br>tin<br>vanadium<br>Saturation Extract<br>pH value<br>ECe (milli-mhos/cm)<br>calcium<br>magnesium<br>sodium<br>potassium<br>cation sum<br>chloride<br>nitrate as N<br>phosphorus as P<br>sulfate as S<br>anion sum<br>boron as B<br>SAR<br>loamy sand<br>gravel > 2 mm<br>sandy loam<br>gravel > 2 mm<br>sand<br>gravel > 2 mm<br>sand<br>gravel > 2 mm<br>sand<br>gravel > 2 mm<br>lime (calcium carbonate)<br>Total Nitrogen<br>Total organic carbon<br>carbon:nitrogen ratio<br>organic matter based on carbon<br>moisture content of soil<br>half saturation percentage | Print Date<br>May 2, 2016<br>Receive Date<br>4/28/16<br>City Hall,<br>Patrick Reynolds, City of Culver City<br>16-120-15<br>#1<br>graphic<br>4.62 **<br>86.08 ***<br>5.90 ***<br>6.98 ****<br>43.95 *****<br>13.95 *****<br>0.27 ***<br>457.64 ****<br>192.49 *****<br>130.34 ***<br>34.77 **<br>0.12 ****<br>0.55 *<br>n d *<br>0.22 *<br>0.69 *<br>0.24 *<br>0.02 *<br>0.04 *<br>2.25 **<br>0.47 *<br>n d *<br>n d *<br>n d *<br>4.23 *<br>n d *<br>0.15 *<br>7.60 ****<br>0.83 ***<br>49.1 2.5<br>14.7 1.2<br>106.8 4.6<br>8.3 0.2<br>8.5<br>96 2.7<br>6 0.5<br>0.7 0.0<br>60.5 3.8<br>7.0<br>0.17 *<br>3.4 ***<br>22<br>35.02<br>84.6% 1.8%<br>12.5%<br>2.9%<br>no<br>0.139%<br>1.646%<br>11.8<br>3.29%<br>8.2%<br>21.3% | 16-120-16<br>#2<br>graphic<br>10.02 ***<br>155.35 ****<br>7.61 ***<br>3.13 ****<br>10.06 *****<br>2.94 ****<br>0.23 ***<br>380.39 ***<br>243.63 *****<br>180.27 ***<br>20.17 *<br>0.03 ***<br>0.50 *<br>n d *<br>0.07 *<br>0.61 *<br>0.32 *<br>0.02 *<br>0.03 *<br>3.36 **<br>0.37 *<br>n d *<br>n d *<br>n d *<br>2.14 *<br>n d *<br>0.20 *<br>7.23 ***<br>0.91 ***<br>40.3 2.0<br>15.7 1.3<br>128.4 5.6<br>10.8 0.3<br>9.2<br>127 3.6<br>7 0.5<br>0.9 0.0<br>46.8 2.9<br>7.0<br>0.21 **<br>4.3 ***<br>31<br>3.21<br>71.4% 5.9%<br>21.4%<br>7.2%<br>no<br>0.089%<br>0.757%<br>8.5<br>1.51%<br>3.0%<br>15.5% | 16-120-17<br>#3<br>graphic<br>5.88 **<br>17.32 *<br>10.42 ****<br>0.44 **<br>1.19 ***<br>0.09 *<br>0.05 *<br>305.37 ***<br>65.41 ***<br>39.10 *<br>16.51 *<br>0.02 **<br>0.03 *<br>0.85 **<br>0.03 *<br>1.12 *<br>0.02 *<br>n d *<br>0.08 *<br>0.29 *<br>n d *<br>n d *<br>n d *<br>4.22 *<br>n d *<br>0.19 *<br>8.13 ****<br>0.42 **<br>21.8 1.1<br>7.3 0.6<br>59.2 2.6<br>6.4 0.2<br>4.4<br>38 1.1<br>2 0.1<br>1.2 0.0<br>32.7 2.0<br>3.3<br>0.09 *<br>2.8 **<br>7<br>50.11<br>98.0% 0.2%<br>2.0%<br>0.0%<br>no<br>0.050%<br>0.112%<br>2.3<br>0.22%<br>0.3%<br>17.6% | 16-120-18<br>#4<br>graphic<br>5.65 **<br>33.77 **<br>8.17 ***<br>0.50 **<br>2.72 ****<br>0.14 *<br>0.04 *<br>329.47 ***<br>73.13 ***<br>46.89 *<br>29.32 **<br>0.02 **<br>0.04 *<br>n d *<br>0.01 *<br>1.13 *<br>0.05 *<br>n d *<br>0.19 *<br>0.30 *<br>n d *<br>n d *<br>n d *<br>4.17 *<br>n d *<br>0.07 *<br>7.54 ****<br>0.63 **<br>39.3 2.0<br>13.4 1.1<br>67.5 2.9<br>10.0 0.3<br>6.3<br>68 1.9<br>2 0.1<br>1.3 0.0<br>51.1 3.2<br>5.3<br>0.10 *<br>2.4 **<br>8<br>51.42<br>97.0% 0.4%<br>3.0%<br>0.0%<br>no<br>0.018%<br>0.132%<br>7.2<br>0.26%<br>0.3%<br>18.3% | 16-120-19<br>#5<br>graphic<br>8.50 ***<br>58.38 **<br>14.19 ****<br>1.15 ****<br>3.65 ****<br>0.36 ***<br>0.05 *<br>442.47 ****<br>90.62 ***<br>80.40 **<br>49.55 **<br>0.02 **<br>0.09 *<br>n d *<br>0.02 *<br>0.76 *<br>0.05 *<br>n d *<br>0.21 *<br>0.40 *<br>n d *<br>n d *<br>n d *<br>4.05 *<br>n d *<br>0.08 *<br>7.21 ***<br>1.05 ***<br>59.2 3.0<br>21.0 1.7<br>125.5 5.5<br>23.2 0.6<br>10.7<br>120 3.4<br>3 0.2<br>1.5 0.0<br>97.6 6.1<br>9.7<br>0.16 *<br>3.6 ***<br>14<br>50.57<br>97.0% 0.6%<br>3.0%<br>0.0%<br>no<br>0.039%<br>0.297%<br>7.6<br>0.59%<br>0.6%<br>19.0% |
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Elements are expressed as mg/kg dry soil or mg/l for saturation extract.  
 pH and ECe are measured in a saturation paste extract. nd means not detected.  
 Analytical data determined on soil fraction passing a 2 mm sieve.

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**Attachment No. 3: Art in Public Places**  
*CCMC Sections 15.06.100 through 15.06.180*

**ART IN PUBLIC PLACES**

 **§ 15.06.100 PURPOSE.**

The City Council finds and declares:

A. Cultural and artistic resources, that include visual artwork, the performing arts, and architectural resources, enhance the quality of life for individuals living in, working in and visiting the City.

B. Balanced development of cultural and artistic resources preserves and improves the quality of the urban environment, increases real property values, and has a positive economic impact.

C. As development and revitalization of real property within the City continues, the opportunity for creation of cultural and artistic resources is diminished. As these opportunities are diminished and urbanization occurs, the need to develop alternative sources for cultural and artistic outlets to improve the environment, image and character of the community is increased.

D. The Culver City Art in Public Places Program (“APPP”) was created in 1988 so that development of cultural and artistic assets are financed by those whose development and revitalization diminishes the availability of the community’s resources for those opportunities and contributes to community urbanization.

(Ord. No. 2013-003 § 1 (part))

 **§ 15.06.105 IMPLEMENTATION BY CULTURAL AFFAIRS COMMISSION.**

The Cultural Affairs Commission (“CAC”), as established by § [3.03.400](#) of the Culver City Municipal Code, was created in 2001 and shall implement the duties established in this Subchapter. The City Council may prescribe, by resolution, other duties and the appointment process for the members of the CAC.

(Ord. No. 2013-003 § 1 (part))

 **§ 15.06.110 DEFINITIONS.**

As used in this Subchapter, the following definitions shall apply:

**ADMINISTRATIVE FEES.** Include art consultant, conservator, legal fees, travel and out-of-pocket expenses.

**ART IN PUBLIC PLACES PROGRAM ALLOCATION** (also referred to as **APPP ALLOCATION**). The percentage of the construction costs which are set aside for the City’s Art in Public Places Program.

**ARTWORK.** Includes but is not limited to paintings, drawings, murals in any media, stained glass, statues, bas relief or other sculptures, and any creation under “new genres” as defined herein; environmental artworks or public spaces; monuments, fountains, arches or other structures of a permanent or temporary character intended for ornament or commemoration; integrated and functional architectural, video and other media-based elements designed by a qualified artist. For projects which involve no structures, artwork may include a combination of landscape design, natural and manufactured materials including but not limited to rocks, fountains, reflecting pools, sculptures, screens, benches, and other types of street furniture, provided they have been designed by a qualified artist.

**COMMUNITY DEVELOPMENT DIRECTOR.** The Community Development Director of the City or his or her designee.

**CONSERVATION.** Encompasses actions taken toward the long-term preservation of cultural property and includes examination, documentation, treatment and preventative care, supported by research and education. Restoration is a type of conservation treatment and specifically refers to an attempt to bring cultural property closer to its original appearance. Stabilization, also a type of conservation, refers to an attempt to maintain the integrity of cultural property and to only minimize deterioration.

**CULTURAL AFFAIRS COMMISSION.** The Commission established in 2001 pursuant to § [3.03.400](#) of this Code. Unless otherwise specified, any reference to “Commission” in this Subchapter shall mean the Cultural Affairs Commission.

**DE-ACCESSION.** Refers to the process of permanently removing artwork acquired through the Art in Public Places Program as outlined in this Subchapter.

**DESIGN FEES.** Include, but are not limited to, those fees which are paid to an artist, architect, structural engineer or an appropriate party for the development of a design concept and the preparation of construction drawings.

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Design fees are separate and apart from the cost of the fabrication and installation of an artwork.

**FREELY ACCESSIBLE.** The artwork is accessible to the public for viewing, in its entirety and in a direct line of sight without hindrances or obstacles, for a period often (10) hours per day, seven (7) days per week.

**NEW GENRES.** Include, but are not limited to, sculpture, sound installation, video, film, audio, digital, hybrid and emerging art forms. These works may be temporary or permanent in nature.

**NON-PROFIT.** Those entities deemed to be exempt under Section 501(c)(3) of the Internal Revenue Service Code.

**PERFORMING ARTS.** Performances presented by professional or amateur performers, including theater performance (any form of dramatic presentation, spoken or silent); musical theater/opera (any dramatic performance of which music is an integral part); dance (any form of rhythmical movement); music or concert (any musical performance with live musicians and/or singers).

**PERMANENT INSTALLATION.** Artwork designed and fabricated to remain installed for twenty (20) or more years.

**PROJECT** (also referred herein as **DEVELOPMENT PROJECT**). Defined as consisting of all physical changes and improvements necessary to complete a development. Such physical changes shall include the construction of new structures or the remodeling of existing structures.

**REAL PROPERTY.** That which consists of land, and of all rights and profits arising from and annexed to land, of a permanent, immovable nature.

**QUALIFIED ARTIST** (also referred herein as **ARTIST**). A practicing artist who has demonstrated a high level of accomplishment through a body of work, exhibitions, presentations, or performances. The qualified artist shall have a history of strong conceptual development, as well as possess the ability for skillful execution of tools, materials, and craft. This includes programs rooted in innovative uses of technology, collaborative work, or interdisciplinary projects. The qualified artist shall have a BFA, MFA or other comprehensive advanced training in the visual arts and work primarily in the production of art in unique or limited editions and not for purposes of marketing, mass production or advertising.

**TEMPORARY INSTALLATION.** Artwork intended to remain installed for three (3) years or less.  
(Ord. No. 2013-003 § 1 (part))

#### **§ 15.06.115 CULTURAL TRUST FUND CREATED.**

A. There is hereby created a fund to be known as the “Culver City Cultural Trust Fund” (hereinafter “Cultural Trust Fund”) to account for fees paid pursuant to this Subchapter. This fund, maintained by the Chief Financial Officer, and subject to §§ [15.06.040](#) and [15.06.050](#), shall be used solely:

1. For the design, acquisition, commission, installation, improvement, relocation, conservation, utility charges and insurance of artwork acquired by the City through the APPP;

2. For preventative care, maintenance and utility charges related to the artwork and real property purchased pursuant to Subsection [15.06.115.A.1](#); provided, that the total amount of the appropriation made in any year from the Cultural Trust Fund for the purpose set forth in this Subsection [15.06.115.A.2](#) shall not exceed fifteen percent (15%) of the total fees deposited into the Cultural Trust Fund, pursuant to this Subchapter, during the fiscal year immediately preceding that appropriation. The City Council, with a recommendation by the Cultural Affairs Commission, may appropriate additional funds from the Cultural Trust Fund for the purpose of completing larger conservation efforts, including restoration projects, for one or more artworks;

3. To sponsor or support the performing arts;

4. For the acquisition and improvement of real property for the purpose of displaying artwork, which has been or may be subsequently approved by the City;

5. For costs associated with administering The Art in Public Places Program and associated cultural programs, in an amount not to exceed fifteen percent (15%) of the total fees deposited into the Cultural Trust Fund, pursuant to this Subchapter, during the fiscal year immediately preceding that appropriation; however, in the event the City Council determines that a special circumstance exists, the City Council may set a higher amount by a majority vote; and

6. Other City-produced cultural programs pursuant to the requirements of this Subchapter.

B. If real property purchased with monies from the Cultural Trust Fund is subsequently sold, the proceeds from the sale shall be returned to the Cultural Trust Fund.

(Ord. No. 2013-003 § 1 (part))

#### **§ 15.06.120 DEVELOPMENTS SUBJECT TO PROVISIONS OF SUBCHAPTER.**

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A. All new residential development projects of five or more units, and all commercial, industrial, and public building development projects, with a building valuation of five hundred thousand dollars (\$500,000.00) or more shall be subject to the provisions of this Subchapter.

B. Including but not limited to exterior and interior modifications and additions, all remodeling of existing residential buildings of five (5) or more units, and all remodeling of existing commercial, industrial and public buildings, shall be subject to the provisions of this Subchapter when such remodeling has a valuation of two hundred fifty thousand dollars (\$250,000.00) or more, excluding earthquake rehabilitation required by this Code for seismic safety.

C. Covenanted low- and moderate-income and senior citizen housing shall be exempted from the requirements of this Subchapter for as long as it is used for that purpose.

1. The APPP allocation for a development project that includes residential units covenanted for low- or moderate-income households or for senior citizens shall be reduced by the value of the square footage of the covenanted units and associated spaces (such as parking).

2. Prior to the date any restrictions regarding residential units covenanted for low- or moderate-income households or for senior citizens terminate, the then current owner of the development shall pay fees to the Cultural Trust Fund in an amount equal to the exemption calculated in Subsection [15.06.120.C.1](#).

D. Buildings which are designed and dedicated primarily to nonprofit performing arts spaces or museum uses shall not be required to meet the Art in Public Places Program Allocation requirement for as long as the performing arts or museum uses are maintained within these buildings.

(Ord. No. 2013-003 § 1 (part))

#### **§ 15.06.125 ART IN PUBLIC PLACES PROGRAM ALLOCATIONS.**

A. The APPP allocation, as used in this Subchapter, is the percentage of the construction costs which is set aside for the City's APPP and shall be an amount equal to one percent (1%) of the total building permit construction valuation for an applicable project, excluding land acquisition costs. The total building permit construction valuation used for determining the APPP allocation shall be based on the latest building construction valuation data used by the Building Safety division staff, based on R.S. Means Square Foot Costs, unless, in the opinion of the Building Official, a different valuation methodology is more appropriate for a particular project.

B. Multiple building permits issued within a three year period for a single project shall be considered in the aggregate in determining the APPP allocation.

C. If the total APPP allocation for a project is less than seventy-five thousand dollars (\$75,000), the applicant shall pay their APPP allocation into the Cultural Trust Fund as the only option for complying with the APPP requirement.

D. Payment of any required APPP allocation shall be received prior to issuance of a City building permit.

E. If the APPP allocation is seventy-five thousand dollars (\$75,000) or greater, the applicant shall either:

1. Pay the APPP allocation into the Cultural Trust Fund prior to issuance of a City Building Permit ("in-lieu fee"); or

2. Commission original, site-specific artwork for the applicant's development project, with a valuation equal to or greater than the APPP allocation, in compliance with the guidelines of this Subchapter; or

3. Donate artwork to the City with an appraised value equal to or greater than the APPP allocation, in compliance with the guidelines of this Subchapter; or

4. Incorporate a Cultural Facility into the applicant's development project, in compliance with the guidelines of this Subchapter; or

5. Have the building or a portion thereof designated "Architecture as Art," in compliance with the guidelines of this Subchapter.

F. Any applicant whose APPP allocation is less than seventy-five thousand dollars (\$75,000) may voluntarily increase their APPP allocation to an amount of seventy-five thousand dollars (\$75,000) or greater, and thereby qualify the applicant to fulfill the APPP requirement pursuant to Subsection [15.06.125. E](#).

G. If the APPP allocation is seventy-five thousand dollars (\$75,000) or greater, the applicant may place an approved artwork, create a Cultural Facility, donate artwork, or designate their building "Architecture as Art" with acquisition and installation costs totaling less than the applicant's APPP allocation; provided that, such costs are at least seventy-five thousand dollars (\$75,000) and that the applicant also pay the difference between its APPP allocation and such costs into the Cultural Trust Fund.

H. For the commission of new on-site artwork, applicants are required to use a Request for Proposal ("RFP") process for selecting an artist when the APPP allocation exceeds one hundred thousand dollars (\$100,000). The

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applicant shall also hire a qualified art consultant to assist with the RFP process, proposal development, and project oversight. The art consultant shall be selected from a pre-qualified list provided by the City. The CAC Public Art subcommittee and staff shall review the art consultant and RFP information with the applicant prior to releasing the RFP. The RFP will include the following components:

1. Deadline for submission of requested information;
  2. Information on development project components, including but not limited to goals for the development project and the artwork, scope of work, physical description of project site and other physical or legal restrictions which may apply;
  3. Proposal review/selection schedule;
  4. Scope of services;
  5. Artwork budget;
  6. Development project and artwork timelines; and,
  7. Evaluation criteria.
- I. If the APPP allocation is seventy-five thousand dollars (\$75,000) or greater, the applicant may opt to fulfill the APPP requirement by incorporating a Cultural Facility within the development project. In order to ensure integrated projects, applicants shall submit plans to the Community Development Director during Preliminary Project Review (PPR) or prior to receiving any discretionary review approvals. The only acceptable Cultural Facilities are: indoor and outdoor performing arts spaces that can accommodate a minimum audience of fifty (50), with a performance area of at least five hundred (500) square feet, or exhibition spaces designed for the visual arts. Cultural Facilities must include all amenities for supporting a performance or art exhibition space, including a sound and lighting system, audience seating, separately designated restrooms, and technical space. Cultural Facilities shall be permanent and must be ADA-compliant. Further, the facility must be made available to the recipients of the Culver City Performing Arts Grant Program and Culver City-based visual and performing arts organizations at rental rates no higher than other local arts venues. Cultural Facilities must be specifically designated as such and cannot be used for any other purpose on an on-going basis. Applicants may receive credit for up to three (3) years of operations, maintenance and programming costs for Cultural Facilities, together with construction costs, toward fulfillment of the minimum APPP allocation for their project. The applicant's proposal for a Cultural Facility shall include a plan that identifies key staff, programming goals and an associated budget for a minimum of three (3) years. The proposal shall be approved by the Cultural Affairs Commission, monitored by designated City staff, and subject to all applicable federal, state and local laws and regulations. Review and approval of Cultural Facilities shall include review by a CAC subcommittee with a recommendation to the full CAC. Cultural Facilities are required to display a permanent plaque as outlined in Subsection [15.06.155.F.3.](#) and are subject to the covenant and maintenance requirements of Section [15.06.150.](#) (Ord. No. 2013-003 § 1 (part))

#### **§ 15.06.130 ADMINISTRATIVE AND DESIGN FEES.**

In those instances covered by Subsections [15.06.125.E](#), [15.06.125.H](#) or [15.06.125.1](#), the following shall apply:

- A. Total Administrative Fees shall not exceed fifteen percent (15%) of the APPP allocation or one hundred thousand dollars (\$100,000), whichever is less.
  - B. Design fees must be proportionate to the overall scope of the budget.
- (Ord. No. 2013-003 § 1 (part))

#### **§ 15.06.135 APPLICATION AND APPROVAL PROCEDURES FOR PLACING ARTWORK ON PRIVATE PROPERTY.**

A. In order to ensure integrated projects, applicants choosing to commission new artwork for their project shall submit plans to the Community Development Director during Preliminary Project Review (PPR) or prior to receiving any discretionary review approvals. At a minimum, the following information shall be included:

1. Preliminary sketches, photographs or other documentation of sufficient descriptive clarity to indicate the nature of the proposed artwork;
2. Preliminary plans containing such detailed information as may be required by the Community Development Director to adequately evaluate the location of the artwork in relation to the proposed development, including compatibility with the character of adjacent conforming developed parcels and the existing neighborhood. Applicants should be involved in the development of the preliminary plans in order to assist in the proper placement of the artwork in relation to their proposed development environment, and to ensure that the artist that is chosen creates an artwork that fits the needs and requirements of both the applicant's project and the APPP.

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B. Upon receipt of discretionary review approvals, applicants shall prepare the following in preparation for Cultural Affairs Commission review:

1. A narrative proposal, with the artwork's budget and timeline. Elevations, site plans, line of sight studies, renderings and other descriptive materials, as deemed necessary by the Community Development Director, shall be included to demonstrate that the artwork will be displayed in an area open and freely accessible to the general public.

2. Information provided by a conservator affiliated with the American Institute for Conservation ("AIC") about the durability of the proposed materials, recommendations for future maintenance and estimated maintenance costs. In addition, the application shall include information on how the future maintenance costs will be allocated and identify the party responsible for ensuring that maintenance is performed; and,

3. If applicable, an appraisal or other evidence of the value of the proposed artwork, including acquisition and installation costs.

C. The Cultural Affairs Commission shall review the completed application together with the recommendation of the Community Development Director and CAC Public Art subcommittee, and approve, approve with conditions, or deny the proposed artwork, and its proposed location, considering the aesthetic quality and harmony with the proposed project, and the public accessibility of the artwork.

D. Submitted artwork applications shall be assessed on:

1. Compliance with the general APPP requirements as outlined in this Subchapter;
2. Artistic quality;
3. Conceptual compatibility of the design with the immediate environment for the site;
4. Appropriateness of the design to the function of the site;
5. Creation of a desirable environment for the general community by the design and location of the artwork;
6. Preservation and integration of natural features with the project;
7. Appropriateness of the materials, textures, colors, and design to the expression of the design concept;
8. Ability to convey the artist's intention and underlying themes;
9. Whether the artwork is representative of a broad variety of tastes within the community and makes a contribution to the provision of a balanced inventory of artworks commissioned through the APPP;
10. Permanence of structural and surface components including, but not limited to, the structural and surface soundness and inherent resistance to theft, vandalism, weathering, and excessive maintenance or repair costs.

E. Disqualifying characteristics for artwork:

1. Directional elements such as super graphics, signage, or color coding except where these elements are integral parts of the original artwork or executed by the artist in unique or limited editions;
2. Artwork that incorporates logos, images, text or other elements that relate directly to a specific business's or organization's branding or marketing themes;
3. Art objects which are mass-produced and of standard design such as playground equipment or fountain pieces;
4. Reproduction of original artworks, except in cases where incorporated into an original artwork;
5. Decorative or functional elements which are designed by the building architect as opposed to a qualified artist;
6. Landscape design except where it is designed by a qualified artist and is an integral part of the artwork;
7. Architectural rehabilitation, historic preservation and structural building modifications;
8. Temporary art exhibitions, unless included with a Cultural Facility as outlined in Subsection [15.06.125.1](#);
9. Educational activities;
10. Artwork designed by City elected or appointed officials, City staff or members of their immediate family, members of the project architect's firm or immediate family members, individuals directly associated with the development team or immediate family members of the property owner/applicant, or any individuals with whom the property owner and/or applicant may have an interest in common; and,
11. Artwork designed by an artist who has received a prior permanent public art commission through the City's Art in Public Places Program, if the contract for said commission was executed within the last ten (10) years.

F. If the applicant proposes significant revisions to the artwork, a revised application shall be submitted to the Community Development Director for review and recommendation to the Cultural Affairs Commission. The Commission shall make a determination whether to approve, approve with conditions or deny the requested revision(s).

(Ord. No. 2013-003 § 1 (part))

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 **§ 15.06.140 APPROVAL PROCEDURES FOR FULFILLMENT OF THE ART IN PUBLIC PLACES PROGRAM REQUIREMENT FOR CITY DEVELOPMENT PROJECTS.**

A. All City-initiated projects subject to the requirements of this Subchapter shall follow the same requirements as development projects on private property, with the exception of the requirement to pay an in-lieu fee into the Cultural Trust Fund if the APPP allocation is less than seventy-five thousand dollars (\$75,000). The APPP allocation shall be included in the development project budget and appropriated from the development project funding sources. The APPP allocation may be supplemented with money from the Cultural Trust Fund with a recommendation from the Cultural Affairs Commission and City Council approval.

B. Depending on the scope of the development project and/or overall budget, the City may employ a Community Advisory Committee and/or Artist Selection Panel, an RFQ and/or RFP process and/or the services of a qualified art or theater consultant. Both the Community Advisory Committee and Artist Selection Panel shall include a combination of professional artists, arts and design professionals, community representatives or stakeholders and City department representatives.

(Ord. No. 2013-003 § 1 (part))

 **§ 15.06.145 PROCEDURE FOR ACCEPTANCE OF ARTWORK DONATED TO THE CITY TO FULFILL THE ART IN PUBLIC PLACES PROGRAM REQUIREMENT.**

A. An application for acceptance of artwork to be donated to the City for placement on public property shall be submitted to the Community Development Director and shall include the following information, at minimum:

1. Artist biography and object provenance;
2. Sketches, photographs, models, or other documentation of sufficient descriptive clarity to indicate the nature of the proposed artwork and installation and siting requirements;
3. Acquisition and installation costs;
4. An appraisal or other evidence of the value of the proposed artwork. The value of the proposed artwork will be determined by an Accredited Member or Accredited Senior Appraiser of the American Society of Appraisers, or a member of another established national or international organization for appraisers;
5. Information provided by an American Institute for Conservation ("AIC") affiliated conservator about the durability of the proposed materials, recommendations for future maintenance and estimated maintenance costs; and,
6. If applicable, a written agreement, in a form approved by the City Attorney, executed by or on behalf of the artist who created the artwork which provides the City necessary protections as permitted under applicable law.

B. Review of application:

1. Completed applications shall be submitted to the Community Development Director who, together with the CAC Public Art subcommittee, makes a recommendation to the Cultural Affairs Commission.
2. The Cultural Affairs Commission shall in turn make a recommendation to the City Council, which shall have the sole authority to accept or reject or conditionally accept the donation.

C. All artwork donated to the City in fulfillment of the requirements of this Subchapter shall become the property of the City upon acceptance by the City Council.

(Ord. No. 2013-003 § 1 (part))

 **§ 15.06.150 OWNERSHIP AND MAINTENANCE OF ARTWORK.**

A. All artwork placed on the site of an applicant's project shall become the property of the property owner and his or her successor(s) in interest. Artwork cannot be sold or transferred other than to a subsequent successor in interest. The obligation to provide maintenance and security, as necessary to preserve the artwork in good condition, shall remain with the owner of the site.

B. Maintenance of artwork, as used in this section, shall include without limitation: preservation of the artwork and, where applicable, of the lighting and surrounding landscaping, in good condition to the satisfaction of the City; protection of the artwork against physical defacement, mutilation or alteration; and, securing and maintaining fire and extended insurance and vandalism coverage in an amount to be determined on a case-by-case basis by the City.

C. Prior to placement of an approved artwork, the applicant and the owner of the site shall execute and record a covenant reflecting all the owners' obligations under this Subchapter, in a form approved by the City.

D. The covenant shall include a financial plan for the maintenance of the artwork, a schedule of future condition checks, preventative maintenance and restoration of the artwork necessary to conserve the artwork at an appropriate level, and should be created with input from the artist, the applicant, the Cultural Affairs Commission, and an Art Consultant, if one was hired for the project.

E. Applicants are required to set-aside funds for future conservation and, where possible, in interest bearing

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accounts. Preventative maintenance costs may represent from five percent (5%) to fifteen percent (15%) annually of the total APPP allocation but shall be based on conservation reports prepared by a professional art conservator working with the artist and the artist's fabricator. Funds for maintenance are not part of the APPP allocation.

F. The City reserves the right to inspect the artwork at any time to ensure it is being maintained as required by any covenant entered into pursuant to the provisions of Subsection [15.06.150.C](#).

G. Failure to maintain the artwork as provided herein is hereby declared to be a public nuisance. The City may pursue remedies to obtain compliance with the provisions of the APPP for maintenance of artwork, including subjecting the property owner to administrative citation and/or misdemeanor prosecution; placing conditions for maintenance of an artwork on the owner's future development project approvals; performing all necessary repairs, maintenance or securing insurance and placing a lien against the involved property for the costs associated with such.

H. The artwork is to remain freely accessible, as previously defined, and may not otherwise be draped or obscured.

I. The siting of the artwork, including the surrounding landscaping or adjacent area, shall not be altered without approval from the City. The City reserves the right to implement measures necessary to preserve the design and placement of an artwork as approved by the Cultural Affairs Commission.

J. Unless an artwork poses imminent danger to life or property, no person or entity shall remove any artwork from the location for which it was selected, and anyone needing to do so shall obtain City approval prior to doing so.

K. The applicant, its successors, and its assigns, may not destroy, permanently remove, relocate, change, alter, modify, or allow to be defaced, any artwork or portion thereof without the express consent of the City. This requirement will be included in the covenant to be recorded against the property.

L. If any approved artwork placed on private property pursuant to this Subchapter is removed without City approval, the artwork must be replaced with artwork of the same value as that of the removed artwork and be approved by the CAC or the property owner must pay the value of the removed artwork into the Cultural Trust Fund. If these requirements are not met within one-hundred eighty (180) days, then the Certificate of Occupancy is revoked or a lien is placed against the involved property.

(Ord. No. 2013-003 § 1 (part))

#### **§ 15.06.155 FINAL CITY APPROVAL.**

No final City approval or Certificate of Occupancy for any project subject to this Subchapter shall be granted or issued unless and until full compliance with the APPP is achieved as follows:

- A. In lieu art fees have been paid, if applicable;
- B. The approved artwork has been fabricated and placed on the project site in a manner consistent with the proposal approved by the Cultural Affairs Commission and inspected by the CAC and/or Cultural Affairs staff, if applicable;
- C. Donation of an approved artwork has been accepted by the City Council, if applicable;
- D. A Cultural Facility has been incorporated into the applicant's development project, if applicable;
- E. The building or a portion thereof has been designated "Architecture as Art," if applicable.
- F. In cases where approved artwork is placed on private property, a Cultural Facility has been incorporated into the applicant's development project or a building has been designated "Architecture as Art" pursuant to this Subchapter, all of the following must occur prior to final City approval or issuance of a Certificate of Occupancy for any project subject to this Subchapter:
  1. A copy of the maintenance guidelines that include information on materials, parts and fabricator contact information has been submitted to the City;
  2. A covenant, complying with Subsection [15.06.150.C](#), and setting forth the applicant's obligations under the APPP, has been executed and recorded with the Los Angeles County Recorder;
  3. A plaque has been installed adjacent to the artwork measuring no less than 8" x 8" or a proportionate size. The plaque shall be made of cast metal, stainless steel or other durable material and will be placed in an appropriate location near the artwork and shall include the date, title of artwork (if applicable), artist(s) or architect(s) (as applicable), and should indicate that the artwork, building's architecture or Cultural Facility was commissioned in conjunction with the Culver City Art in Public Places Program. Staff shall review and approve plaque text and layout prior to its fabrication and installation at the site; and,
  4. Proof of final payment to the artist and/or all members of the design and fabrication/installation team has been furnished to the City.

(Ord. No. 2013-003 § 1 (part))

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 **§ 15.06.160 ARTWORK ON PUBLIC PROPERTY, PERFORMING ARTS AND PURCHASE OF REAL PROPERTY FOR PUBLIC ART.**

A. The Cultural Affairs Commission shall prepare a plan for the Art in Public Places Program and update it annually through the budget process.

B. The Cultural Affairs Commission may recommend to the City Council the purchase of artwork to be displayed on public property, recommend support for the performing arts, and the purchase and improvement of real property to be used for the display of artwork. A recommendation shall include the following information:

1. The type of artwork considered, an analysis of the constraints applicable to placement of the artwork on a site, the need for and practicality of the maintenance of the artwork, and the costs of acquisition and installation of the artwork; or

2. The type of performance and amount recommended; or

3. The estimated costs of acquisition and improvements of the real property proposed to be purchased.

C. The Cultural Affairs Commission is authorized to review the performing arts grant applications and make a recommendation to the City Council up to the amount authorized in the City budget for the fiscal year for which the projects are being considered.

D. An expenditure from the Cultural Trust Fund may be made for the performing arts provided the City Council approves the performing arts event and that the performance occurs at a location in the City, or location owned or controlled by the City, or at an alternative site which is located within close proximity to the corporate boundaries of the City and which has facilities for performing arts that complement or supplement those available within the City.

E. No more than twenty- five percent (25%) of deposits made in any one year into the Cultural Trust Fund may be allocated from the Cultural Trust Fund for performing arts in the subsequent year unless this amount is less than twenty-five thousand dollars (\$25,000), in which case a minimum of twenty- five thousand dollars (\$25,000) may be allocated. Eligible activities include city-produced performing arts events and grants to performing arts organizations as subject to the release of a Notice of Funding Availability (“NOFA”) and review of applications by the Cultural Affairs Commission and approval by the City Council.

F. In order to attract more cultural users to City-owned and City-operated facilities, up to Ten Thousand Dollars (\$10,000) per year may be allocated from the Cultural Trust Fund for capital improvements to enhance the performance area of such facilities.

(Ord. No. 2013-003 § 1 (part))

 **§ 15.06.165 CRITERIA FOR APPROVING ARCHITECTURE AS ART.**

The following criteria shall be used to determine, on a case-by-case basis, whether architecture can be considered art for purposes of fulfilling the City's APPP requirement:

A. The architect shall be internationally recognized and have earned a respectable reputation in both the design and visual art communities and have exhibited their work in major regional, national or international museums.

B. When reviewing architecture as art, the underlying concept of the architecture shall be expressive as more than mere utilitarian architecture. The architecture as a whole, or certain architectural features, shall express ideas or meaning and have cultural significance or conceptual complexity in relation to the totality of the object.

C. The applicant must be able to demonstrate how the APPP allocation enhances the design of their project.

(Ord. No. 2013-003 § 1 (part))

 **§ 15.06.170 PROCEDURE FOR APPROVING ARCHITECTURE AS ART.**

The following procedure must be followed by the applicant to fulfill the APPP requirement with the building's architecture:

A. An applicant shall make an initial presentation to the CAC Public Art sub-committee and staff prior to the development application being deemed complete. The applicant must submit a maquette and/or other materials which satisfactorily illustrate the proposed conceptual development. The applicant and architect must submit a conceptual statement expressing why the architecture should be considered art, including an explanation of the ideas, meaning, cultural significance or conceptual complexity expressed in the architecture.

B. A second presentation shall be made at the completion of the City's review and approval process for the project to a panel comprising two (2) commercial architects, one (1) visual artist, one (1) visual arts administrator, and one (1) general design professional such as a landscape architect or commercial interior designer. At least one (1) of the panel members shall be a Culver City business owner or resident. The panel shall make a recommendation to the CAC Public Art subcommittee whether to accept the project under Architecture as Art and the subcommittee

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will then make a recommendation to the Cultural Affairs Commission for consideration.

C. The applicant and architect shall demonstrate that high quality materials and craftsmanship will be used in the execution of the construction.

D. If all of the foregoing criteria are met, the Cultural Affairs Commission shall approve the Architecture as Art, only if, in its judgment, the architectural work is of extremely high artistic merit and would make a substantial cultural contribution to Culver City.

E. The applicant and/or architect shall have the responsibility to demonstrate that all of the foregoing criteria are met.

(Ord. No. 2013-003 § 1 (part))

#### **§ 15.06.175 DE-ACCESSIONING OF ARTWORK.**

A. The City will allow the de-accessioning of artwork acquired or commissioned through the Art in Public Places Program only when it is in the public interest and serves as a means of improving the quality of the overall APPP collection;

B. De-accessioning should be considered only after five (5) years following the acceptance of artwork donated to the City or the installation of permanent art commissioned through the APPP. The need for temporary removal from public display does not necessitate de-accession. In instances where the artwork considered for de-accession is on private property, the Cultural Affairs Commission shall make the final decision. When the artwork is installed on public property or is City-owned, the Cultural Affairs Commission shall make a recommendation to the City Council which will make the final decision.

C. After de-accession has been approved by the Cultural Affairs Commission or the City Council, if the artwork is sold, all proceeds from sale of artwork, minus payment to the artist under California Resale Royalties Act, will be used for the exclusive purpose of acquiring replacement artwork for the site or be paid into the Cultural Trust Fund. If the artwork was on private property, the then property owner shall replace the de-accessioned artwork with an artwork of equal or greater value or pay an in-lieu fee equivalent to the cost of the artwork to the Cultural Trust Fund.

D. Circumstances that may cause review of artwork for de-accessioning:

1. The artwork is a threat to public safety, or the condition/security of the work cannot be guaranteed;
2. The owner cannot properly care for the artwork, or the artwork requires an excessive or unreasonable amount of maintenance;
3. The artwork has serious or dangerous faults in design or workmanship, the condition of the artwork requires restoration costs in gross excess of its monetary value or is in such a deteriorated state that restoration is either unfeasible, impractical, or would render the artwork to be false;
4. A similar but superior example exists in the collection;
5. The artwork is a forgery;
6. No suitable site for the artwork is available;
7. A significant adverse reaction to the artwork is documented over five (5) years or more;
8. The artwork is judged to have no aesthetic, historical or cultural value;
9. The owner wishes to replace an artwork with a more appropriate work by the same artist;
10. The artwork can be sold to finance, or can be traded for, an artwork of greater importance;
11. A written request from the artist to remove the artwork from public display has been received and approved by the City;
12. The artwork is not or is rarely displayed; or
13. The artwork is incompatible with the rest of the collection.

(Ord. No. 2013-003 § 1 (part))

#### **§ 15.06.180 APPEAL.**

Any person may seek review of a decision of the Cultural Affairs Commission by filing a written appeal with the City Clerk's Office within ten (10) working days of the decision by the Commission. The City Clerk's Office shall coordinate with the Community Development Director to schedule the appeal hearing before the City Council.

(Ord. No. 2013-003 § 1 (part))

CITY OF CULVER CITY  
STANDARD FORM CONTRACT

WITH: \_\_\_\_ (DESIGN PROFESSIONAL) \_\_\_\_\_

FOR: CITY HALL LANDSCAPING REPLACEMENT AND  
CENTENNIAL GARDEN PROJECT  
RFP #1654

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 Public Works Director / City Engineer.
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: Charles D. Herbertson  
                                    Public Works Director / City Engineer  
                                    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. In addition to any other obligations set forth in the specifications, Contractor shall not discriminate against any employee or applicant for employment because of gender, gender identity, gender expression, sexual orientation, sex, age, disability, medical condition, genetic information, marital status, race, color, religion, ancestry, or national origin. Contractor 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, disability, medical condition, genetic information, marital status, race, color, religion, ancestry, or national origin. Such affirmative action shall include, but not be limited to, the advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in a conspicuous place available to all employees and applicants for employment notices setting forth the provisions of this fair employment practices paragraph.
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. If any conflict arises between this Agreement and any incorporated provisions of the proposal, then the terms of this Agreement shall control.

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:

\_\_\_\_\_  
Charles D. Herbertson  
Public Works Director /  
City Engineer

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

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

EXHIBIT A

CITY OF CULVER CITY  
AGREEMENT

WITH: \_\_\_\_ (DESIGN PROFESSIONAL) \_\_\_\_\_

FOR: CITY HALL LANDSCAPING REPLACEMENT AND  
CENTENNIAL GARDEN PROJECT  
RFP #1654

SCOPE OF SERVICE

Please refer to City's document entitled "CITY HALL LANDSCAPING REPLACEMENT AND CENTENNIAL GARDEN PROJECT SCOPE OF SERVICES" for RFP #1654.

EXHIBIT B

CITY OF CULVER CITY

WITH: \_\_\_\_ (DESIGN PROFESSIONAL) \_\_\_\_\_

FOR: CITY HALL LANDSCAPING REPLACEMENT AND  
CENTENNIAL GARDEN PROJECT  
RFP #1654

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, and prior to the 10th day of the following month (unless City agrees to different billing and payment expectations, including timing and method of payment requested by Consultant.)

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

City of Culver City  
Attn: Charles D. Herbertson  
Public Works Director / City Engineer  
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 Contractor shall be made within thirty (30) days after submittal of Contractor's invoice and approval by City, in accordance with City's normal demand procedure.
5. MAXIMUM COMPENSATION. Contractor 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

WITH: \_\_\_\_ (DESIGN PROFESSIONAL) \_\_\_\_\_

FOR: CITY HALL LANDSCAPING REPLACEMENT AND  
CENTENNIAL GARDEN PROJECT  
RFP #1654

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 insurance, or any pooled risk arrangements;
- b. The policy shall provide \$1,000,000 combined single limit coverage for owned, hired and non-owned automobile liability;
- c. The policy shall include coverage for liability undertaken by contract covering, to the maximum extent permitted by law, Consultant's obligation to indemnify the Indemnitees as required under Paragraph 6 of this agreement;
- d. 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.