

MEETING DATE: 12/07/09

AGENDA ITEM: Authorization to Issue a Request for Qualifications for Decorative Gate Design, Engineering, Fabrication, and Installation Services for the Ballona Creek Bikeway Project Adjacent to Overland Avenue.

ATTACHMENTS

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Culver CITY

Call to Artists (RFQ)

Ballona Creek Bikeway Project Custom Gate

December 8, 2009



The City of Culver City is seeking to commission an artist/artist team with demonstrated experience with metalwork to design, engineer, fabricate, and install a gate system at the entrance to the Ballona Creek Bikeway located off of Overland Avenue and adjacent to the County of Los Angeles' Culver City Julian Dixon Library.

Introduction/Project Site

The City of Culver City is a Charter City that is home to a population of approximately 40,000. Ballona Creek (Creek) travels through the City in an east/west direction and connects to the ocean in Marina Del Rey. The Ballona Creek Bikeway runs parallel to the Creek, providing an important transportation and recreation resource for the community.

Culver City's Ballona Creek Bikeway Project (Bikeway Project) is located between Overland Avenue and the pedestrian bridge west of Overland Avenue (see Exhibit No. 1 for a location map). The Bikeway Project is intended to transform this segment of the creek and bike path by enhancing the beauty of the Creek, creating a peaceful and beautiful way station for travelers, and providing amenities for library patrons, school students and nearby residents.

One component of the Bikeway Project is a decorative gate at the entrance to the Creek located off of Overland Avenue and adjacent to the County of Los Angeles' Culver City Julian Dixon Library. This gate is intended to provide a functional and aesthetically-pleasing entrance into the bikeway that is reflective of the Culver City community and the Creek, and that is also consistent in style with other gates along the Creek, such as those installed at Sepulveda Blvd., Inglewood Blvd., McConnell Ave., and Centinela Ave. entrances (see Exhibit No. 3 for images and renderings of the gates).

Scope of Project

The decorative gate system should meet the following specifications (see Exhibit No. 2 for plan):

- 1) Reflect the identity of Culver City and Ballona Creek and be consistent in style to other gates along Ballona Creek.
- 2) The gate system includes a 12 foot wide double drive gate with interlocking gate mechanism to allow City and County locks to be used and a 3 foot wide service gate with ball bearing barrel hinges and a flat mount, self-latching bolt and dead bolt.
- 3) Gate system and corresponding posts must be engineered to counter-balance.
- 4) Maximum weight of each gate panel attached to a post shall not exceed 5,000 pounds.
- 5) Gate panels must be able to open fully to a right angle, with a latch or mechanism to hold the gate panels open.
- 6) The height of the side of each gate that attaches to a post must not exceed the height of the post. At no point shall the gate be less than 5.5 feet in height.
- 7) Be constructed to be safe, functional, durable, and require minimal maintenance.

The gate system should be installed by the artist in coordination with the general contractor on the Bikeway Project.

Submittal Guidelines & Deadline

All interested artists must register by submitting a contact name, phone number, and email address to Helen.kerstein@culvercity.org no later than **Tuesday, December 29, 2009**.

Registered artists must submit the following materials by **5:00 pm, Tuesday, January 12, 2010**:

Six (6) copies of the following information, one copy of which must be single-sided and placed in a white 1-inch wide 3-ring view binder (a binder with a see through cover behind which a cover page can be placed), are requested as part of the submittal requirements:

1. **Letter of Introduction:** Include the artist's basic understanding of the proposal; limited to two pages.
2. **Resume:** Provide a current resume.
3. **References:** Provide at least three (3) references of individuals and/or firms with whom the artist has worked on similar projects. These references should be qualified to speak to the artist's achievements and performance. Provide a contact name, address, telephone and e-mail contact information for each reference.
4. **Subcontractors and Fabricators:** Include a list of subcontractors and possible fabricators. Provide at least three (3) references for each subcontractor or fabricator with address, telephone, and e-mail contact information.
5. **Ten images of past work:** Images shall be provided on a CD, submitted as jpgs at 200-300 dpi and identified by artist's name and image number, for example: Jones_01, Jones_02, etc. Submittals shall include a hard copy of a color contact sheet of images with the artist's name. Images of work similar to this gate project are preferred. Note: only one copy of the CD is required.
6. **Image list:** Include image number, title, medium, dimensions, date, location, client and brief written description of each image (25 words or less).

Please Note: The **due date is the receipt date and not the postmark date**. Submissions will *not* be returned and will become the property of City of Culver City.

Selection Process

Phase 1:

A Selection Panel will review all qualified submissions. **Up to three** artist/artist teams (or as determined by the Public Works Director) will be selected to develop original proposals based on the following criteria:

- **Quality and relevance of past work:** Artistic merit as evidenced by the quality of submitted work and the similarity of past work to the project scope; and,
- **Experience:** Professional experience as evidenced by resume and reference recommendations and demonstrated ability to successfully complete art projects of similar scale, scope, and type within budget and timeline.

Phase 2:

Short-listed artists will be provided with written guidelines and given approximately one month to complete sketches of their designs and create a detailed project fee schedule and timeline. The Selection Panel will reconvene to review original artwork created by short-listed artists and their proposed fee schedules and timelines. A roughly 45-minute interview with each artist/artist team will be part of the Selection Panel's evaluation process. Finalist(s) art concepts will be selected based on the following criteria:

1. **Design:** Proposed design, including:
 - o Overall artistic merit
 - o Reflection of Culver City and Ballona Creek's identity
 - o Consistency with other Ballona Creek gate designs
 - o Conformity to design specifications and quality of design, including whether the design is safe, functional, and requires minimal maintenance
2. **Fee schedule:** Reasonable not-to-exceed fee.
3. **Timeline:** Realistic fabrication and installation timeline that fits within the parameters of the City's proposed timeline for the larger Ballona Creek Bikeway Project.

The Selection Panel will make its recommendation to the City Council. The City Council meeting(s) will be open public meetings at which time artists will have an opportunity to make a short statement.

All art concepts are subject to review by the City Attorney's Office, the Community Development Department and the Public Works Department (and other departments or divisions as necessary) for compliance with City codes, policies and regulations.

Budget and Timeline

Short-listed artists not selected to receive the contract will be paid a \$1,000 honorarium upon successful completion of Phase 2 of the selection process (\$1,000 honorarium *per* artist team). The total budget available for this project is approximately \$20,000-\$25,000, which will be funded by some combination of American Recovery and Reinvestment Act funds, other grant funds, and City funds.

The following is a tentative timeline:

Task	Time Frame
Council authorizes release of Call to Artists (RFQ)	December 7, 2009
Release of Call to Artists (RFQ)	December 8, 2009
Response to RFQ due	January 12, 2010
Selection of short list	February 9, 2010
Phase 2 proposal due	March 9, 2010
Award contract	May 4, 2010
Fabrication and installation	Spring and Summer 2010

Note: All dates and timelines are tentative and subject to change

This opportunity is open to professional artists residing in Southern California. Artist teams are also encouraged to apply.

Rights of Rejection

The City intends to award a contract to the artist/artist team that demonstrates the highest level of expertise and capabilities to provide the requested services. The City reserves the right to reject any and all proposals or to re-issue the *Call to Artists/RFQ* when such action shall be considered in the best interest of the City.

By submitting a response to this *Call to Artists/RFQ*, prospective Contractor/Artists waive the right to protest or seek legal remedies whatsoever regarding any aspect of this *Call to Artists/RFQ*. In addition, the City reserves the right to issue written notice to all participants of any changes in the proposal submission schedule or submission requirements, should the City determine in sole and absolute discretion that such changes are necessary. The City also reserves the right to approve all individuals and firms, if any, to be retained by artist/artist team.

Payment to Artist

1. This work is to be performed for a "Not-to-Exceed Fee."
2. Shortlisted artists shall provide a "Project Fee Schedule" indicating the fee for individual tasks (milestones) with a "Not-to-Exceed Fee" which shall be the sum of all tasks by part, phase, and milestone.

The City will pay the artist/artist team for work completed based on milestones completed and accepted by the City. The City shall make sole and final determination if a milestone as described above is complete and acceptable for payment.

3. Invoices for each milestone will specifically identify job title, person-hours, and costs incurred and previously completed by each task.
4. The artist/artist team shall not perform any work beyond the scope of service in the "Agreement for Professional Contractor/Artist Services," unless an "Amendment to the Agreement" is executed in writing between the City and artist or artist team.
5. The artist/artist team shall receive no compensation for any re-work necessary as result of the artist's errors or oversight.

Contract

The lead artist will be required to enter into an agreement with the Culver City prior to commencing work. No selection will be final until an agreement has been properly executed and signed by the artist and the City. The terms of the agreement will include, among other items, insurance requirements established by the City. A sample form professional services contract is attached as Exhibit No. 4.

Errors and omissions insurance, specifically and exclusively designated for this project, shall be required of the firm providing professional services for the Project. Such insurance shall provide a minimum coverage limit per claim of not less than \$1,000,000 per claim/\$1,000,000 in aggregate with an additional \$1,000,000 in exclusive coverage to the Project. The insurance shall cover all design work performed by subcontractors. Such policy may be written on a "claims made" basis provided it commences as to each named insured upon execution of each covered contract, continues until final construction completion and includes at least a one year discovery period after construction completion

of the project. The City, Los Angeles County, and Los Angeles County Public Library shall be named as additional insureds.

All firms are required to have Worker's Compensation coverage and General Liability and Automobile Liability, each with a limit of \$1,000,000, naming the City, Los Angeles County, and Los Angeles County Library as additional insureds and provide for a 30-day notice of cancellation. Additionally, the artist/artist team is also required to have the insurance company execute the City's Special Endorsement form or endorsed by an endorser approved by the City Attorney. A copy of the Special Endorsement form is attached as Exhibit No. 5. The firm and all subcontractors must obtain a Culver City business tax certificate.

Should the City's relationship with the artist/artist team end during any phase of the design/fabrication process the City will retain possession of and exclusive rights to any drawings and/or documents produced during any one of the phases.

Proposers shall comply with all federal requirements, and all state, and local laws and ordinances applicable to the work. The selected contractor/artist will be required to sign the similar Consultant Agreement as outlined in Chapter 10 of the Local Assistance Procedures Manual, which is available at www.dot.ca.gov/hq/LocalPrograms/lam/prog_p/p10consult.pdf

All submissions should be delivered or mailed to:

Helen Kerstein, Management Analyst
Culver City Public Works Department
City Hall 2nd Floor
9770 Culver Boulevard
Culver City, CA 90232-0507

All submittals must be clearly marked as "Ballona Creek Bikeway Custom Gate."

City Hall business hours are 7:30 am - 5:30 pm, Monday through Friday, City Hall is closed alternate Fridays. For example, the City Hall is closed January 15th and 29th, 2010.

Questions

Questions regarding this *Call to Artists/RFQ* must be submitted no later than 5:00 p.m. PST on January 4th, 2010 by e-mail to:

helen.kerstein@culvercity.org

All responses to questions will be shared with the other artists registered as interested in the project.

Exhibits

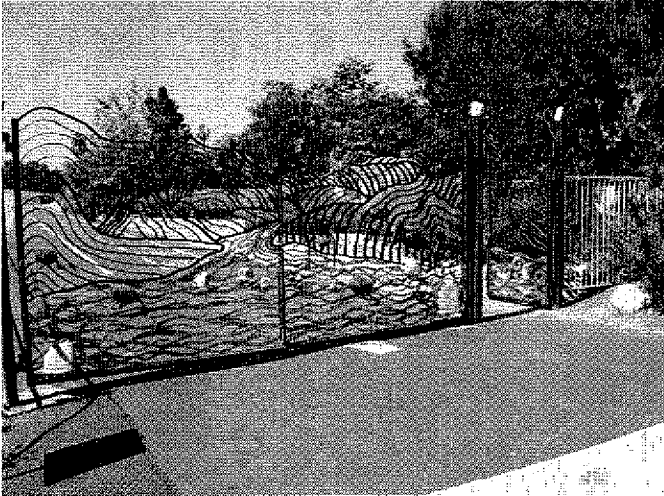
1. Project Location
2. Project Plans
3. Examples of Other Gates Along Creek
4. Sample Contract with Exhibits "A" and "B"
5. Special Endorsement Form



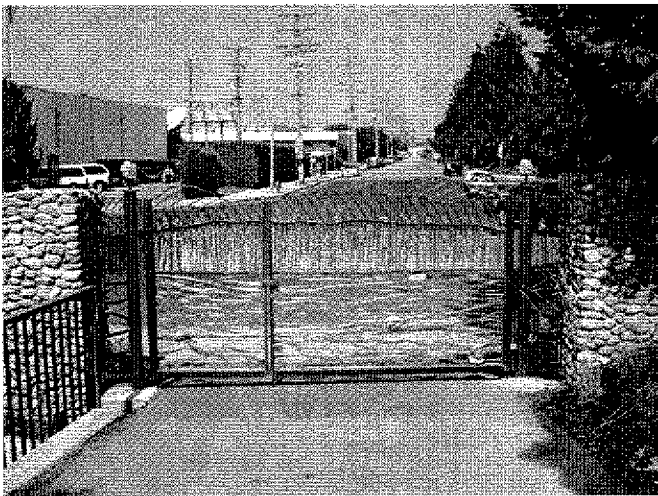
4



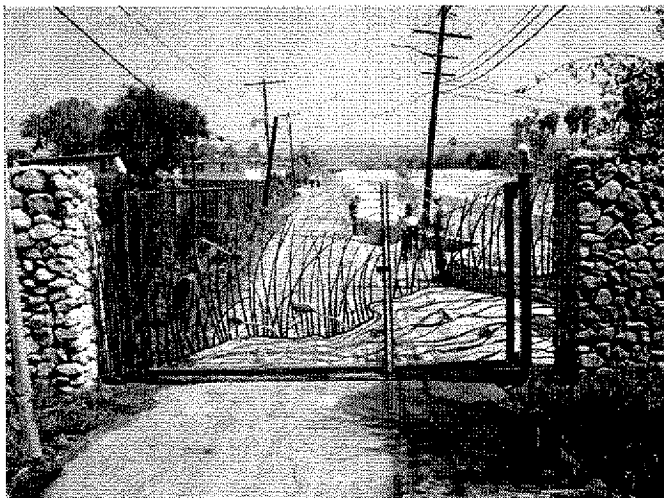
Exhibit No. 3 - Examples of Other Gates Along Creek



Centinela Gate



McConnell Gate



Inglewood Gate

Exhibit No. 4

Sample

CITY OF CULVER CITY STANDARD FORM CONTRACT

FOR: Ballona Creek Bikeway Custom Gate

THIS AGREEMENT is made and entered into by and between THE CITY OF CULVER CITY, a municipal corporation, hereinafter referred to as "City," and _____, a _____ corporation, hereinafter referred to as "Contractor/Artist."

1. CONTRACTOR/ARTIST'S SERVICES. Contractor/Artist agrees to perform, during the term of this Agreement, the tasks, obligations, and services set forth in the "Scope of Service" attached to and incorporated into this Agreement as Exhibit "A."
2. TERM OF AGREEMENT. The term of this Agreement shall be from the effective date pursuant to Paragraph 32 of this Agreement and shall end upon satisfactory completion of the work in the Scope of Service Exhibit "A" or as reasonably determined by City's Public Works Director.
3. PAYMENT FOR SERVICES. City shall pay for the services performed by Contractor/Artist 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. Contractor/Artist shall not perform any work under this Agreement until (a) Contractor/Artist furnishes proof of insurance as required under Paragraph 7 of this Agreement; and, (b) City gives Contractor/Artist a written and signed Notice to Proceed.
5. DESIGNATED REPRESENTATIVE(S). _____. shall be the designated Contractor/Artist Representative, and shall be responsible for job performance, negotiations, contractual matters, and coordination with the City. Contractor/Artist Representative shall actually perform, or provide immediate supervision of Contractor/Artist's performance of, the Scope of Service. Contractor/Artist shall not make changes to the project team without prior written approval from the City.
6. HOLD HARMLESS. Contractor/Artist shall be responsible for any and all injuries to or death of any person, and for any and all damage to any and all real or personal property including City's or others, caused by or resulting from

any acts, errors or omissions of Contractor/Artist, its employees or its agents arising out of or connected with rendition of services hereunder. Contractor/Artist shall defend, hold harmless and indemnify City and its officers and employees from any and all liability claims, including costs, for damages to real or personal property, or personal injury or death, resulting from Contractor/Artist's, its employees or agent's acts, errors or omissions arising out of or connected with rendition of services hereunder.

7. INSURANCE. Without limiting its obligations pursuant to Paragraph 6 of this Agreement, Contractor/Artist shall submit one or more duly executed certificates of insurance for Comprehensive General Liability in the minimum amount of One Million Dollars (\$1,000,000) single limit coverage, City's Special Endorsement Form naming City, Los Angeles County, and Los Angeles County Library as additional insureds, Professional Liability in the minimum amount of One Million Dollars (\$1,000,000), Automobile Liability in the minimum amount of \$1,000,000 and Workers Compensation insurance in statutorily required amounts.
8. INDEPENDENT CONTRACTOR/ARTIST STATUS. City and Contractor/Artist agree that Contractor/Artist, in performing the services herein specified, shall act as an independent Contractor/Artist and shall have control of all work and the manner in which it is performed. Contractor/Artist shall be free to contract for similar service to be performed for other employers while under contract with City. Contractor/Artist 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. Contractor/Artist 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 Contractor/Artist 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 Contractor/Artist 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 Contractor/Artist as set forth herein. Any attempt by Contractor/Artist 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 Contractor/Artist may assign payments due under this Agreement to a financial institution.
11. RECORDS AND INSPECTIONS. Contractor/Artist 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. Contractor/Artist shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.

12. OWNERSHIP OF CONTRACTOR/ARTIST'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 Contractor/Artist 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. Contractor/Artist may retain copies of such products. All written documents shall be provided to City in digital and in hard copy form.
13. RIGHTS OF REPRODUCTION. In full recognition of California Civil Code § 982, the Contractor/Artist hereby waives any and all rights of reproduction established pursuant to such section and any other law and transfers such rights of reproduction to the City. In all publications and other reproductions made by the City, the Contractor/Artist shall be given credit, except as provided in Paragraph 17.
14. PICTORIAL AND PHOTOGRAPHIC REPRODUCTIONS. Notwithstanding Paragraph 13, the Contractor/Artist shall be authorized to make and exhibit pictorial and photographic reproductions, sketches and maquettes of the Art Work as part of the Artist's promotional materials.
15. MARKETING OF REPRODUCTIONS. Notwithstanding anything else in this Agreement, marketing of reproductions of the Art Work shall only be permitted with the prior approval of the Contractor/Artist and the City.
16. CALIFORNIA ART PRESERVATION ACT AND VISUAL ARTISTS RIGHTS ACT. In full recognition of California Civil Code § 987, hereinafter "the California Art Preservation Act", and pursuant to subsection (g) (3), thereof, the Contractor/Artist waives any and all rights and duties established by the California Art Preservation Act relating to the Art Work, and transfers any and all rights under the California Art Preservation Act to the City. Also, in full recognition of 17 U.S.C. 106A, hereinafter "the Visual Artists Rights Act," and pursuant to subsection (e), thereof, the Artist waives any and all rights and duties established by the Visual Artists Rights Act relating to the Art Work and all uses of the Art Work by the City, except as otherwise specifically set forth herein.
17. RELINQUISHMENT OF OWNERSHIP RIGHTS. In full recognition of California Civil Code § 988, the Contractor/Artist exclusively conveys to the City any and all rights to reproduce, prepare derivative works based on, distribute copies of, publicly perform, and publicly display the Art Work and expressly transfers right of ownership of the Art Work to the City. The Contractor/Artist further expressly waives any and all rights established pursuant to Section 988, including but not limited to, the right to the resolution of any ambiguity in favor of Artist

reservation of rights. For purposes of this Agreement, a work shall not be defined as a derivative work merely because it uses the same media, materials and display techniques as the Art Work.

18. NOTICES. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

To City: City of Culver City
 Attn: Charles D. Herbertson, Public Works Director
 9770 Culver Boulevard
 Culver City, CA 90232-0507

To Contractor/Artist:

19. TAXPAYER IDENTIFICATION NUMBER. Contractor/Artist shall provide City with a complete Request for Taxpayer Identification Number ("TIN") and Certification, Form W-9, as issued by the Internal Revenue Service.
20. PERMITS AND LICENSES. Contractor/Artist, 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.
21. APPLICABLE LAWS, CODES AND REGULATIONS. Contractor/Artist shall perform all work in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over such work. Contractor/Artist agrees to comply with prevailing wage requirements as specified in the California Labor Code, Sections 1770, et seq.
22. PURCHASES OF SUPPLIES AND MATERIALS WITHIN CULVER CITY. For work performed, Contractor/Artist agrees to seek bids for supplies and materials from businesses located within the City of Culver City, with the intent to make purchases from these businesses if such purchases can be made at competitive prices.
23. RIGHT TO UTILIZE OTHERS. City reserves the right to utilize others to perform work similar to the services provided hereunder.
24. 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.
25. 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.

26. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Contractor/Artist shall be construed to be both a covenant and a condition.
27. 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.
28. EFFECT OF TERMINATION. Upon termination as stated in Paragraph 27 of this Agreement, City shall be liable to Contractor/Artist only for work satisfactorily performed by Contractor/Artist up to and including the date of termination of this Agreement, unless the termination is for cause, in which event Contractor/Artist need be compensated only to the extent required by law. Contractor/Artist shall be entitled to payment for work satisfactorily completed to date, based on a proration of the monthly fees set forth in Exhibit "B" attached hereto. Such payment will be subject to City's receipt of a close-out billing.
29. 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.
30. LITIGATION FEES. If litigation arises out of this Agreement for the performance thereof, then the court shall award costs and expenses, including attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and attorney's fees paid or incurred in good faith.
31. INTEGRATED AGREEMENT. This Agreement represents the entire Agreement between City and Contractor/Artist, and all preliminary negotiations and agreements are deemed a part of this Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement, and any subsequent successors and assigns.
32. EFFECTIVE DATE. The effective date of this Agreement is the date it is signed on behalf of City, and shall remain in full force and effect until amended or terminated; provided, that the indemnification and hold harmless provisions shall survive the termination.

(CONTRACTOR/ARTIST)

Dated: _____

By _____

Its _____

Dated: _____

By _____

Its _____

CITY OF CULVER CITY, CALIFORNIA

Dated: _____

By _____

Mark Scott
City Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Charles D. Herbertson

Public Works Director

Carol A. Schwab

City Attorney

APPROVED AS TO FINANCING:

APPROVED AS TO BUSINESS
TAX CERTIFICATE:

Mark Scott
Chief Financial Officer

Crystal Alexander
City Treasurer

EXHIBIT A

CITY OF CULVER CITY
AGREEMENT

WITH:

SCOPE OF SERVICE

Contractor/Artist shall perform all _____ services as detailed in the attached Proposal and Scope of Services document. References in that attachment to _____ shall mean Contractor/Artist.

EXHIBIT B

CITY OF CULVER CITY
AGREEMENT

WITH:

SCHEDULE OF COMPENSATION
(TIME AND MATERIALS BASIS)

- A. METHOD OF PAYMENT. Payment for all work performed by Contractor/Artist pursuant to the terms of this Agreement, including Contractor/Artist's meeting with City staff, shall be made based on the hourly rates and maximum amounts per task as set forth in the attached _____.
- B. BILLING. At the end of each milestone, Contractor/Artist shall submit an invoice to the City at the following address:

City of Culver City
Attn: Helen Kerstein, Management Analyst
9770 Culver Boulevard
Culver City, CA 90232-0507

The invoice submitted pursuant to this paragraph shall show the City Agreement Number, hours worked by each person who performed services during the billing period, the hourly rate of pay for each person who performed services, the dates on which the services were performed, a description of the services performed, actual out-of-pocket expenses incurred in the performance of the services, and such other information as City may reasonably require.

- C. TIME OF PAYMENT. Payment to Contractor/Artist shall be made within thirty (30) days after submittal of Contractor/Artist's invoice and approval by City, in accordance with City's normal demand procedure.
- D. MAXIMUM COMPENSATION. Notwithstanding the foregoing and anything otherwise contained in attached _____, Contractor/Artist shall complete all the work and tasks described in Exhibit A for a total amount of compensation that does not exceed _____, which amount includes all out-of-pocket expenses.

Exhibit No. 5

SPECIAL ENDORSEMENT CITY OF CULVER CITY

Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, it is agreed that the policy shall and does:

1. Include the City of Culver City and its officers and employees as additional insureds in the policies described on the attached Certificate of Insurance as they may be held liable for injuries, death or damage to property arising out of or in connection with the contract, executed by the named insured and the City of Culver City. It is further agreed, this policy shall be primary and noncontributing with any other insurance or self insurance program available to the City of Culver City, and includes a severability of interest clause; and
2. Provide any general aggregate limit shall apply separately to the above subject contract; and
3. Provide the naming of the additional insureds as herein provided shall not affect any recovery to which such additional insureds would be entitled under this policy if not named as such additional insureds; and
4. Provide the additional insureds named herein shall not be held liable for any premium or expense of any nature on this policy or any extension thereof; and
5. Provide the additional insureds named herein shall not by any reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever; and
6. Provide the provisions of the policy shall not be changed, canceled or otherwise terminated as to the interest of the additional insureds named herein without first giving thirty (30) days written notice thereof to the City Attorney and Public Works Director/City Engineer of the City of Culver City by certified mail, return receipt requested, and addressed as follows:

City Attorney
City of Culver City
9770 Culver Boulevard
Culver City, CA 90232-0507

Public Works Director/City Engineer
City of Culver City
9770 Culver Boulevard
Culver City, CA 90232-0507

This endorsement is effective _____, 20____, when signed below by an Authorized Representative of _____ and, when issued to City shall be valid and form part of Policy(ies) No. _____ insuring _____, expiring on _____ and shall be in the same amount for the same coverage as the Policy(ies) to which is attached.

Insurer: _____

By: _____

Name and Title: _____

OR NAME OF AGENT OR BROKER

CITY OF CULVER CITY

PROJECT NO. _____

PROJECT NAME: _____

Address: _____

By: _____

(Signature of Authorized Representative)

Attachment: Certificate of Insurance

(If signed by other than insurer, proof of authority to bind insurer must accompany this form)

(Revised JR 3/11/05)