

## **REQUEST FOR PROPOSALS**

for

**Rancho Higuera NTMP Traffic Study Phase 2**

**RFP #2546**

**December 2024**

**City of Culver City**

**PUBLIC WORKS DEPARTMENT  
MOBILITY AND TRAFFIC ENGINEERING DIVISION**

9770 Culver Boulevard  
Culver City, CA 90232-0507

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*PROPOSAL DUE: January 9, 2025*

## **Rancho Higuera NTMP Traffic Study Phase 2 RFP #2546**

### **I. REQUEST SUMMARY**

The City of Culver City is seeking proposals from qualified vendors to assist City staff with performing public outreach, research, traffic analysis, and other services necessary to prepare Rancho Higuera NTMP Traffic Study Phase 2 project (the project). The project intends to study current traffic patterns in the neighborhood, compare the data with the Phase 1 information, conduct several community meetings and surveys, and provide recommendations for any new or modifications to traffic calming measures based on community feedback.

### **II. INTRODUCTION**

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

The City of Culver City (City) is a charter city incorporated in 1917. The City is governed by a five-member City Council whose members are elected at large and operates under a Council/City Manager form of government.

Culver City is a full-service city 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.

#### **B. Background**

The Neighborhood Traffic Management Program (NTMP) is the City Council's adopted policy to address traffic concerns in residential neighborhoods. The process contained in the NTMP was followed with the Rancho Higuera residential neighborhood, which is situated in the northeastern part of Culver City, just east of Downtown. The neighborhood is bounded by Washington Boulevard on the west, National Boulevard on the north, Hayden Avenue on the east and Ince Boulevard and Higuera Street on the south.

Findings and recommendations of the NTMP Phase 1 was approved by the City Council on November 18, 2019. Some of the traffic calming measures such as curb extensions and traffic circles were installed with quick build materials to allow for future evaluation, consideration, and fine tuning. Permanent measures installed include high-visibility crosswalks, signing and striping enhancements, and speed cushions. These traffic calming measures were installed along Higuera Street, Lucerne Avenue, National Boulevard, and Ince Boulevard.

The COVID-19 pandemic and the removal of a travel lane on Washington Blvd for

the Move Culver City project have delayed the start of the Phase 2 evaluation. Modifications to the Move Culver City corridor have been completed and the City is ready to move forward with this project.

The Rancho Higuera Neighborhood Association and a group of residents articulated their concerns about excessive speeding, high traffic volumes, and cut-through traffic. It was reported that cut-through traffic uses the neighborhood streets, as well as the streets in the Hayden Tract area, to travel between destinations south and east of the neighborhood, the I-10 freeway, and arterials to the west.

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

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

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

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

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

The City reserves the right to reject any or all proposals, in whole or part, to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the City. Any proposer may withdraw his proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals.

A withdrawal will not be effective unless made personally or by telephonic notification received by the project manager personally (not by recorded voicemail), prior to the closing date. Proposals may later be referred to the City Council for appropriate action.

Proposals must be submitted electronically through Culver City PlanetBids, by or before 3:00 p.m. (PST) on Thursday, January 9, 2025 ("Proposal Deadline").

The electronic procurement system will not accept any Proposals after the Proposal Deadline. Only a Proposal submitted electronically through Culver City's PlanetBids will be considered for evaluation. No separate hardcopy materials will be accepted by the City.

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

#### **D. RFP Questions**

Questions with regards to this RFP should be submitted through Culver City PlanetBids by Tuesday, December 24, 2024. All firms registered for the RFP will receive responses to all questions and any other addenda that may be released, electronically by Tuesday, December 31, 2024.

#### **E. Schedule**

The City reserves the right to make changes to the below schedule, but plans to adhere to the implementation of this RFP process as follows:

RFP released:	December 12, 2024
Deadline for receiving questions:	December 24, 2024
Response to questions:	December 31, 2024
Proposals due:	January 9, 2025
Consultant Selection:	End of January 2025
City Council Approval:	March 2025

### **III. SCOPE OF SERVICES**

The City of Culver City intends to obtain the services of a qualified firm to provide the services as outlined below. Best industry practices and/or best management practices may require additional services not explicitly enumerated. The proposer should identify any additional services required, price them, and explain them in their response.

## **A. Project Scope**

### Task 1: Community Workshops, Surveys, and Meetings

**Community Workshops:** The consultant will conduct up to four community workshops, strategically timed to provide meaningful input into the development of the traffic study. The consultant shall prepare agendas and all necessary meeting materials for each workshop including presentations and/or visual exhibits. All meetings shall be conducted in-person at a location to be arranged by City staff. The overall goal of the traffic study is to achieve community consensus on a set of traffic improvements for the neighborhood.

Workshop 1 – Intended to provide a review of the previous traffic study, explain main potential countermeasures, solicit feedback, and provide next steps.

Workshop 2 – Intended to be a design charrette to present initial findings from data collection, high level concept scenarios and solicit feedback.

Workshop 3 – Intended to present refined concept scenarios to community and/or the City's Bicycle and Pedestrian Advisory Committee and the Mobility Traffic and Parking Subcommittee.

Workshop 4 – Intended to present and review final scenario before submitting the project to the City Council for final approval.

**Surveys:** The consultant will prepare and conducted up to 2 online surveys for public input. The first survey shall be conducted after Workshop 1 and the other after Workshop 3.

**Meetings:** The consultant shall meet with City staff on a monthly basis for project coordination and discussion. Maximum 8 1-hour meetings with City staff.

#### Task 1 Deliverables:

- Community Workshop meeting minutes – up to 4
- Survey summary memorandum – up to 2
- Coordination meeting minutes – up to 8
- Compilation and analysis of comments
- Technical Memorandum: Inventory of Constraints
- Technical Memorandum: Policies and Guidelines
- Task 2 Summary Report (Draft and Final)

### Task 2: Data Collection

In order to evaluate the effectiveness of the Phase 1 traffic calming measures, traffic data shall be collected at the same locations as was done during Phase 1. Data collection items include average daily traffic (ADT), peak hour turning movement counts (TMC), vehicle travel speed, and cut-through approximation via origin and destination data.

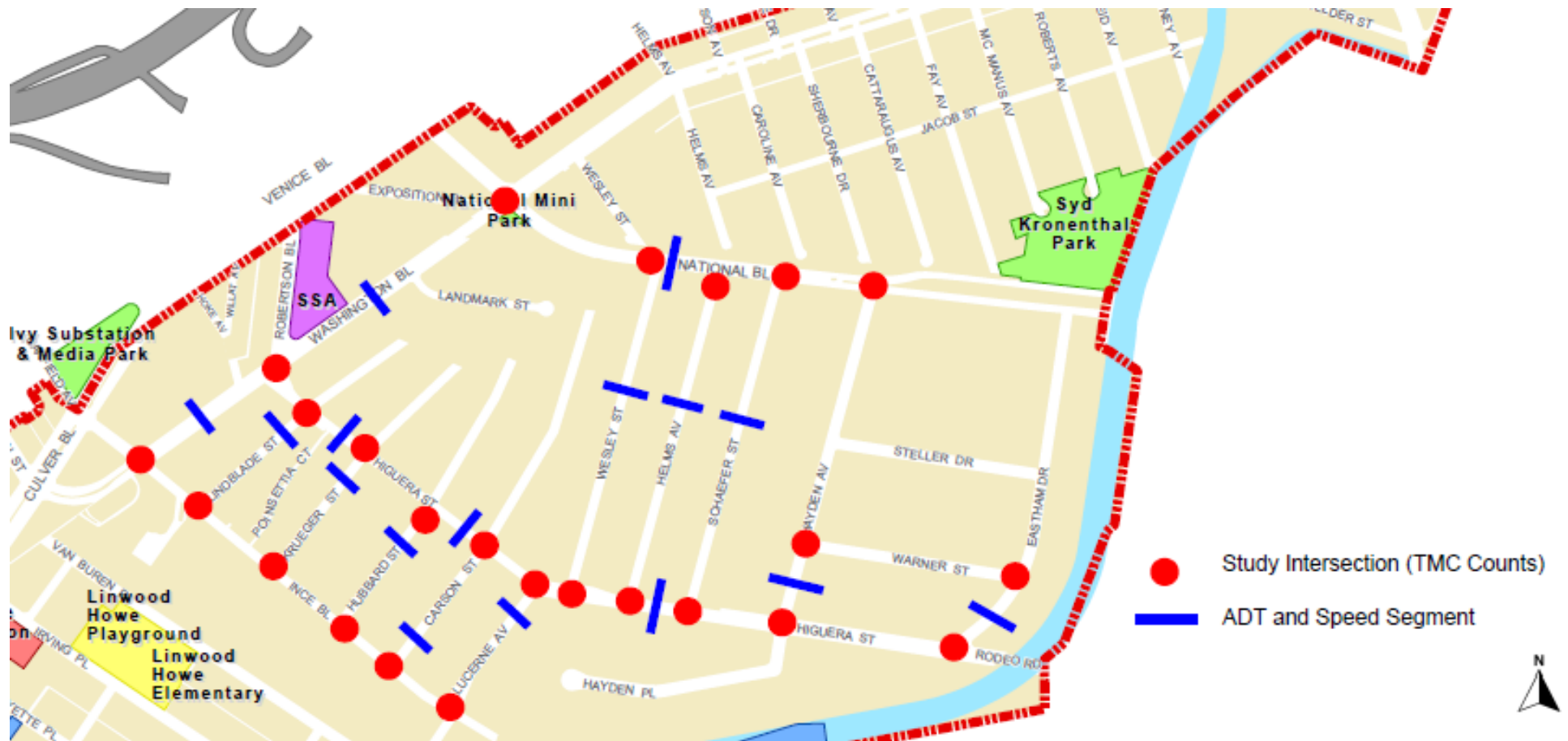
Turning Movement Counts – Peak hour (AM, Mid, PM) TMC's shall be conducted at the 24 locations listed below and as shown on Figure 1. TMC's shall be collected on 4 consecutive days (Wednesday through Saturday) on a week in which school is in session and no holidays.

No.	Intersection
1	Washington Boulevard & National Boulevard
2	Wesley Street & National Boulevard
3	Helms Avenue & National Boulevard
4	Schaefer Street & National Boulevard
5	Hayden Avenue & National Boulevard
6	Hayden Avenue & Warner Drive
7	Eastham Drive & Warner Drive
8	Eastham Drive & Higuera Street
9	Hayden Avenue & Higuera Street
10	Schaefer Street & Higuera Street
11	Helms Avenue & Higuera Street
12	Wesley Street & Higuera Street
13	Lucerne Avenue & Higuera Street
14	Carson Street & Higuera Street
15	Hubbard Street & Higuera Street
16	Krueger Street & Higuera Street
17	Lindblade Street & Higuera Street
18	Washington Boulevard & Higuera Street
19	Washington Boulevard & Ince Boulevard
20	Lindblade Street & Ince Boulevard
21	Krueger Street & Ince Boulevard
22	Hubbard Street & Ince Boulevard
23	Carson Street & Ince Boulevard
24	Lucerne Avenue & Ince Boulevard

Average Daily Traffic and Speed – Bi-directional ADT counts and speed data shall be conducted at 17 segments within the neighborhood as shown on Figure 1. ADT's and speed data shall be collected on 4 consecutive days (Wednesday through Saturday) on a week in which school is in session and no holidays. Video or tube method may be used. ADT data shall be provided in 24-hour and peak hour (AM and PM) summaries.

Cut through traffic – Consultant shall utilize the City's Replica subscription, or their own City approved equivalent data platform, to perform an origin-designation type of analysis to determine the approximate amount of cut through traffic through the

Figure 1 – Project Area and Data Collection



neighborhood during AM and PM peak times. Cut through traffic is considered to be vehicle travel trips that use a route through any the neighborhood streets within the neighborhood boundaries but did not begin or end within it.

**Task 2 Deliverables:**

- Technical Memorandum summarizing all data collection
- Maps displaying pertinent data information
- All raw data in excel or PDF format

**Task 3: Traffic Analysis, Scenarios, and Cost Estimate**

Traffic analysis and scenarios shall be provided in phases based as the project progresses.

After Workshop 1, the consultant shall receive and review all community feedback, survey results, and data collection, to provide a list of possible action items and/or traffic calming measures and their proposed locations. There is no limit to the number of items to be proposed as these will be just ideas based on the neighborhood feedback, observed data, and professional experience. Each measure or action item will need to be explained and presented at Workshop 2.

After Workshop 2, the consultant shall prepare up to 3 traffic calming scenarios along with the associated traffic analysis/impacts of each scenario. The traffic analysis will consider the traffic impacts of the traffic calming measures on the neighborhood streets of each solution. The scenarios do not need to be drawn to scale but must be presented in a way that is easy for the public to understand via exhibits and graphic representation. A high-level cost estimate of the improvements shall be provided for each scenario.

After Workshop 3 and the City committee meetings, the consult shall prepare a final analysis and report with the recommended traffic calming implementation measures. A detailed construction cost estimate shall be provided for the recommended improvements.

**Task 3 Deliverables:**

- List of potential traffic calming measures/action items after Workshop 1 – no limit
- Exhibits and graphics showing results of traffic calming scenarios complete with traffic analysis technical memorandum – up to 3
- Final traffic analysis report with recommended traffic calming implementation measures
- High-level cost estimate for the traffic calming scenarios – up to 3
- Final construction cost estimate for the recommended improvements



#### **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 proposer's ability to perform the work requested, a history of the proposer's background and experience providing services, the qualifications of the proposer's personnel to be assigned to this project, any subcontractor, sub consultants, and/or suppliers and a brief history of their background and experience, and any other information called for by this request for proposal which the proposer 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 proposer, staff, subcontractors, and/or suppliers.

*D. Questionnaire/Response to Scope of Services*

Proposer shall provide responses and information to fully satisfy each item in the Questionnaire. Each question item should be presented before the proposer's response.

*E. Attachments*

#### **V. QUESTIONNAIRE**

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

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

##### **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 status of projects.
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 staff proposed for the assignment, position(s) in the firm, and types and amount of equivalent experience. Be sure to include any municipal agencies they have worked with in the past three years and their level of involvement. A description of how overall supervision will be provided should be included.
2. Identify and provide the resume(s) of the personnel who will be assigned to this project.

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

1. Describe the methods by which your firm will fulfill the services requested in the Scope of Services and subsequent sections.
2. Provide a statement of the service(s) that differentiate your firm from other respondents.

#### **E. Fees**

1. Provide your fees for the proposed services. Fee quotes should be detailed by service and the breakdown of all fees itemized.
2. Outline billing and payment expectations, including timing and method of payment.
3. Describe any remaining fees not previously detailed in the above.

#### **F. References**

List the name, address, e-mail address and telephone number of references from at least three (3) recent similar projects. Include a brief description of the work provided for each reference. California municipal or county projects are preferred. You may offer more than three recent similar projects if desired. The references should include the start date of the project and the date of completion for each project.

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

Include a detailed implementation schedule with an estimated project start date of March 21, 2024, and note key project milestones and timelines for deliverables. Identify any assumptions used in developing the schedule, including grant deadline extensions.

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

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

#### **I. Business Tax Certificate**

The proposing organization does not require a [Culver City Business Tax Certificate](#) to respond to this RFP. However, the successful proposer will be required to acquire a Culver City Business tax certificate during the contracting process and maintain an active certificate throughout the contracted period.

#### **J. Standard City Professional Services Agreement**

The City will require the successful company to execute a professional services agreement with the City. Please review the attached draft agreement and identify any questions, changes, or areas of concern in your proposal to the City. Any/all requests for changes to the agreement must be included with the responsive proposal. A company's failure to respond with proposed changes to the draft agreement indicates their concurrence with its terms and conditions.

### **VI. EVALUATION OF PROPOSALS**

Proposals will be judged on the Proposer'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 Proposer 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 Proposers may be requested by evaluators if deemed necessary to fully understand

and compare the Proposer's capabilities and qualifications. The adequacy, depth, and clarity of the proposal will influence, to a considerable degree, its evaluation.

Proposals will be evaluated based on the following criteria, in no order:

Criteria	Points
Qualifications & Experience, Ability to Meet Project Schedule	35
Response to Scope of Services	25
Cost	15
References & Required Forms	25

As reflected above, contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of the City. After evaluating the proposals and discussing them further with the finalists or the tentatively selected Advisor, the City reserves the right to further negotiate the proposed work and/or method and amount of compensation.

## **SUPPLEMENTAL TERMS AND CONDITIONS AND LEGAL STATEMENTS**

### **SUPPLEMENTAL TERMS AND CONDITIONS**

- I. Submission of a proposal shall be deemed a binding offer to enter into a contract with the City. Any proposed modifications to the agreement shall be signed by the successful Proposer and returned, together with the certificate of insurance required pursuant to said Section of the Agreement within ten (10) days after the Notice of Award.
- II. All Proposers shall be presumed to understand all of the terms, conditions and requirements of the agreement as stated in the specifications and to be thoroughly familiar with the project.
- III. The selected Proposer shall be required to obtain all applicable Culver City permits and business tax certificate. The Business Support Center (HdL) may be reached at (310) 594-7847. The cost of these items shall be included in the total proposal price.
- IV. Any proposal may be withdrawn prior to the RFP opening time provided that the request is in writing and signed by the authorized representative. The withdrawal of a proposal shall not prejudice the right of the Proposer to file a new proposal to the time and date set for the opening of proposals. No proposal received after the time fixed for the RFP opening will be considered.
- V. Subsequent to the RFP opening, a Proposer shall be relieved of a proposal due to mistakes only if the Proposer can establish to the satisfaction of the City that all of the following circumstances exist:
  - a. A mistake was made.
  - b. The Proposer gave the City written notice within five (5) days after the opening of the proposals of the mistake; specifying in the notice, in detail, how the mistake occurred.
  - c. The mistake made the proposal materially different than the Proposer intended it to be.
  - d. The mistake was made filling out the proposal and not due to error in judgment or to carelessness in reviewing the scope of service or specifications as stated in the RFP.
- VI. The City reserves the right to seek supplemental information from any proposer at any time between the dates of proposal submission and the RFP award. Such information will be limited to clarification or amplification of questions asked in the

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

- VII. The City reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of proposal or all items of proposal if deemed in the best interest of the City. In addition, the City reserves the right to do any, or all, of the following:
- a. Reject any or all proposals or make no award.
  - b. Issue subsequent RFP.
  - c. Cancel the RFP.
  - d. Remedy technical errors in the request for proposals.
  - e. Modify any requirements contained within the RFP and request revised submittals from Proposers determined to be within the competitive range.
  - f. Award a contract to one or more Proposers.
  - g. Accept the written proposal as an offer, without negotiation and issue a notice to proceed, if applicable.
- VIII. The City reserves the right to contract with any of the organizations responding to this RFP based solely upon its judgment of the qualifications and capabilities of that organization.
- IX. All materials submitted regarding this RFP become the property of the City. Responses may be reviewed by any person at RFP opening time and thereafter. The City has the right to use any or all information presented in reply to this request, subject to the limitations outlined in Proprietary Information below. Disqualification of a proposer does not eliminate this right.
- a. *Proprietary Information* – Any restrictions on the use of data contained within a proposal must be clearly stated in the proposal itself. Proprietary information submitted in response to this RFP will be handled in accordance with applicable City Procurement Regulations and the California Public Records Act.
- X. The City is not liable for any cost incurred by proposer prior to issuance of an agreement, contract, or purchase order.

## **LEGAL STATEMENTS**

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

### **I. PROHIBITED INTERESTS**

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

### **II. ANTI-LOBBYING PROVISION**

- a. During the period between proposal submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City of Culver City City Council or City staff except in the course of City-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.
- b. This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract

decisions are made in public, and to protect the integrity of the RFP / Bid Evaluation process. Violation of this provision may result in rejection of the offeror's proposal.

- III. **NON-DISCRIMINATION PROVISION:** The City of Culver City encourages the participation of Small Business Enterprises (SBEs) and Disadvantaged Business Enterprises (DBEs) in its procurement and contracting activities. The City reaffirms its commitment to award its contracts and purchase orders in a non-discriminatory manner regardless of the individual's or entity's ancestry, age, color, physical and/or mental disability, genetic information, gender identity, gender expression, familial status, marital status, medical condition, military and/or veteran status, national origin, race, religion, sex/gender, or sexual orientation.
- IV. **PROTECTION OF RESIDENT WORKERS:** Protection of Resident Workers: The City of Culver City actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.



CITY OF CULVER CITY

DRAFT STANDARD PROFESSIONAL SERVICES AGREEMENT

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

FOR:

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 **(California corporation, partnership, sole proprietorship)** 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 commence on the effective date pursuant to Section 28 of this Agreement and shall end upon \_\_\_\_\_. 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.
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 (hereinafter, "Indemnitees"), 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 (hereinafter, "Indemnitees"), 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.

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

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.** The parties intend and agree that at all times during the performance of services under this Agreement, Consultant and its employees who provide services to the City are independent contractors and are not agents or employees of the City. As such, Consultant and its employees shall perform work according to their own methods, and are subject to City control only as to the end product or final result of work, and not as to the means and manner in which the work is performed. Consultant and its employees customarily and regularly exercise discretion and independent judgment in the performance of the Services. Consultant and its employees customarily and regularly engage in the same type of services with other entities or are available to perform the same type of services as those performed hereunder for other potential customers or entities. In addition, Consultant shall have the sole legal responsibility to remit all federal and state income and Social Security taxes and to provide for its own workers compensation and unemployment insurance for its employees who provide services to the City. Consultant also agrees to provide liability insurance as required by City and described more fully above and in Exhibit C. City shall not be liable for any payment or compensation in any form to Consultant other than as provided herein.

Consultant agrees to indemnify and hold the City harmless from any and all liability, including but not limited to compensation, benefits, taxes, assessment, penalties, or interest, arising out of any challenge by Consultant or its employees to the independent contractor relationship with the City. Consultant agrees that Consultant and its employees are not eligible for any compensation or benefits provided to City employees, including but not limited to State Unemployment Compensation or Worker's Compensation coverage. City reserves the right to employ other independent contractors. City shall provide Consultant with IRS Form 1099-MISC or other applicable IRS forms at the end of the calendar year.

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's 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. If Consultant is developing or providing electronic documents, websites or web-based applications for the City, as part of the Scope of Service, Consultant shall ensure and demonstrate that such work product complies with WCAG 2.1 Level AA, Section 508 and ADA Success Criteria.
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: Yanni Demitri  
                                    Director of Public Works / City Engineer  
                                    9770 Culver Boulevard  
                                    Culver City, CA 90232

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, REGULATIONS AND POLICIES. Consultant shall perform all work in accordance with all applicable laws, codes, regulations and policies required by all authorities having jurisdiction over Consultant related to and in the performance of Consultant's Services.
17. NON-DISCRIMINATION REQUIREMENTS. During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of ancestry, age, color, physical and/or mental disability, genetic information, gender identity, gender expression, familial status, marital status, medical condition, military and/or veteran status, national origin, race, religion, sex/gender, or sexual orientation.
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. SEVERABILITY. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
28. EFFECTIVE DATE. The effective date of this Agreement is the date it is signed on behalf of City.

29. AUTHORITY TO ENTER INTO AGREEMENT. The individual(s) executing this Agreement on behalf of each party is (are) authorized to execute this Agreement on behalf of said party. Each party has taken all actions required by law to approve the execution of this Agreement.
30. SIGNATURES AND COUNTERPARTS. The Parties acknowledge and agree that this Agreement may be executed in counterpart, and by faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

NAME OF CONSULTANT

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

By\_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

CITY OF CULVER CITY, CALIFORNIA

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

By\_\_\_\_\_

John Nachbar  
City Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

\_\_\_\_\_  
Yanni Demitri  
Director of Public Works /  
City Engineer

\_\_\_\_\_  
Heather Baker  
City Attorney

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

EXHIBIT A

CITY OF CULVER CITY

DRAFT STANDARD PROFESSIONAL SERVICES AGREEMENT

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

FOR:

SCOPE OF SERVICE

EXHIBIT B

CITY OF CULVER CITY

DRAFT STANDARD PROFESSIONAL SERVICES AGREEMENT

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

FOR:

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

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

City of Culver City  
Attn: Andrew Maximous  
Mobility and Traffic Engineering Manager  
9770 Culver Boulevard Culver City, CA 90232

The invoice submitted pursuant to this paragraph shall show the City Agreement Number, the dates on which the services were performed, a description of the services performed, actual out-of-pocket expenses incurred in the performance of the services, and such other information as City may reasonably require.

4. TIME OF PAYMENT. Payment to Consultant shall be made within thirty (30) days after submittal of Consultant's invoice and approval by City, in accordance with City's normal demand procedure.
5. MAXIMUM COMPENSATION. Consultant shall complete all the work and tasks described in Exhibit A for a total amount of compensation that does not exceed \_\_\_\_\_ which amount includes all out-of-pocket expenses.



CITY OF CULVER CITY

DRAFT STANDARD PROFESSIONAL SERVICES AGREEMENT

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

FOR:

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 Three Million Dollars (\$3,000,000) each occurrence, with not less than Six Million Dollars (\$6,000,000) 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 be utilized to satisfy, to the extent of the coverage limits, the City's self-insured retention under any other policy of insurance. The coverage shall not be excess or contributing with respect to the City's self-insurance, commercial liability insurance, or any pooled risk arrangements;
- b. The policy shall provide \$3,000,000 coverage per accident, for owned, hired and non-owned automobile liability; automobile liability coverage may be satisfied with a stand- alone policy or as a component of the CGL policy;
- 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. Intentionally Omitted;
- 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. Contractor shall also submit a Waiver of Subrogation endorsement in favor of City, its officers, agents, and employees.

- f. The Policy shall not contain an "Independent Negligence" provision that would void or otherwise nullify the insurer's obligation to defend and indemnify the City of Culver City in the event that its independent negligence is alleged or proven.
  - g. The CGL limits may be satisfied with a primary policy with \$3,000,000 occurrence/\$6,000,000 annual aggregate, OR, by a primary policy with lower limits of coverage plus an Excess or Umbrella policy which will satisfy the occurrence and aggregate limit requirement. If Consultant's insurance coverage provides coverage in excess of these required limits, but is eroded by payment or claim reserves, then Consultant or its insurance carrier shall notify the City of Culver City within ten (10) days when the contractual coverage limits provided are below the required coverage limits.
  - h. The City of Culver City reserves the right to review and waive or modify the CGL aggregate requirement in the event that an adequate project specific policy and limits are provided.
2. Intentionally Omitted.
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-:VIII 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 to Consultant.