



REQUEST FOR PROPOSAL

BID # 1412

*PAY BY SPACE
PARKING METER PAYSTATIONS*

NOVEMBER 2008

SUBMITALL DEADLINE: JANUARY 8, 2009 @ 3:00 PM

SECTION 1-GENERAL

The City of Culver City (City) requests proposals from qualified vendors to furnish and install "Pay-by-Space" multi-space parking pay stations (pay stations) along Main Street in Downtown Culver City (See Map-Exhibit A) as part of a pilot program. City Staff will evaluate the results of the pilot program to determine the feasibility of expanding the use of pay stations throughout other areas of Culver City.

The tentative schedule for the project is as follows:

RFP released to potential vendors	November 14, 2008
Deadline for written questions & requests	December 11, 2008
Due date for proposal submittal	January 8, 2009
Interview(s) with selected vendors (if necessary)	TBD
City Council approval	February 9, 2009

*Responses to RFP questions will be emailed only to RFP holders who have provided an email contact.

SECTION 2-BACKGROUND

The City of Culver City has a residential population of 41,000 and a daytime population of approximately 250,000. The City is located in the western area of Los Angeles County, generally situated north of Los Angeles International Airport, east of Santa Monica, south of Beverly Hills. Currently, there are 1,649 single/dual head meters throughout the entire City.

Downtown Culver City consists of numerous retail, entertainment and dining establishments, and is home to Sony Pictures Studios, Culver Studios and the Culver Hotel. To serve the parking needs of Downtown Culver City, there are three public parking structures and approximately 180 on-street parking meters.

The objectives desired to be achieved by the City with regards to this pilot program include but are not limited to the following: convenience, maintenance, revenue enhancement/reporting, enforcement efficiency and parking turnover.

SECTION 3-SCOPE OF SERVICES

The City intends to contract with a qualified vendor to purchase and install two (2) pay-by-space stations for 20 on-street parking spaces on Main Street between Venice Boulevard and Culver Boulevard. Currently, there are single/dual head parking meters for the spaces at this location which will be replaced by these pay stations. It should be noted that there are additional single/dual head meters on the northern end of Main Street that are in the City of Los Angeles jurisdiction and these meters will not be included in the proposed

pilot program. Prospective vendor is highly encouraged to conduct a site survey at the proposed location before submitting proposals. The pay stations must meet the minimum requirements stated in Section 4 below. The contract services shall include all hardware, software, installation, training and annual monitoring fees.

In addition to the initial 2 pay stations on Main Street, the City would like to request unit pricing for additional pay stations, serviceable parts and installation. The City encourages the vendor to propose additional services or equipment that they feel would enhance the operation of their pay stations.

SECTION 4-TECHNICAL SPECIFICATIONS

The City has determined minimum system specifications and requirements as outlined below. Failure to comply with these specifications may be cause for rejection of the proposals. Alternate components that will meet the same function may be considered.

4.1 Hardware-Pay Station Cabinet

- a) The unit shall have a visually pleasing design and/or exterior finish. It should be compatible with existing street furniture and not be an intrusion to the urban landscaping. The color will be specified by the City.
- b) Internal components enclosed in a theft resistant steel housing. Housing must be minimum 11-gauge cold rolled and stainless steel.
- c) Units must be plumb mounted to sidewalk or City approved site.
- d) Bolts (anchor) must only be accessible by City maintenance staff and not viewable by the public.
- e) Coin chute must have an anti-back up device to prevent coin retrieval and jamming by foreign objects. Coin chute must also have the capability to prevent the theft of time via manipulation of the meters by foreign objects.
- f) Coins passing through the unit should be deposited directly into a removable sealed coin vault/canister securely enclosed in separate compartment of the pay station.
- g) The unit shall have separate compartments for maintenance and collections. There shall be no access to the money in the cash box when the unit is open for maintenance or collection.
- h) The height of the pay station unit, all coin and card aperture locations must be compatible with the Americans with Disabilities Act (ADA) requirements.

4.2 Security and Locking Mechanisms

- a) No locks can be exposed beyond the flush mount of the housing. All locks must be out of the public's view.

- b) All locks (housing and vault) must be at a minimum equal to or greater than the superior high security locks currently on the market with anti-vandalism protection and have the capability to notify City Staff of potential vandalism or tampering.
- c) Locks must not utilize oval or hollow keys.
- d) Locks must not utilize tumblers.
- e) Locks should be corrosive resistant and should not require regular cleaning or maintenance.
- f) Locks cannot be duplicated or purchased from either the vendor or lock manufacturer without the City's prior consent and approval.
- g) Separate keys must be available to prevent maintenance personnel from entering the collection area and vice versa.

4.3 Payment Types

- a) Accept dollar (including Susan B. dollar), quarter, dime, and nickel coins.
- b) Pay stations must be able to detect and reject foreign coins and slugs. If the coin slot is jammed or inoperable, the unit should still accept credit or cell phone payments. The unit shall notify City Staff of jammed or inoperable coin slot.
- c) Debit and Credit card acceptance shall include at the minimum Visa and MasterCard. The pay station and vendor must be Level 1 Payment Certification Industry (PCI) compliant. Vendor supplying parking equipment must meet the credit card data security requirements outlined by the Payment card Industry Standards Council for service providers and/or software vendors. PCI Certification must be achieved through a third party audit process. The provision of voluntary security scan reports and questionnaires as proof of compliance will not be acceptable.
- d) All transactions must meet or exceed the latest security requirements (encryption) for wireless financial data communications.
- e) Pay by space at different unit to be inter-connected so a customer may pay at any unit.
- f) Pay-by-phone and time addition capability.

4.4 Screen

- a) Shall have back lights to help with visibility but have energy saving capabilities.
- b) Shall be protected by Lexan windows or equivalent material.
- c) Shall be easily readable under various daytime and nighttime light conditions.
- d) Shall be capable of displaying different fonts and styles of characters on the same screen and should use U.S. date style (MM: DD:YY) and time (HH:MM AM/PM).
- e) Color LCD will be considered but is not mandatory.

- f) For increased contrast, the screen must display dark lettering on light background, or light lettering on dark background. These contrast settings should be selectable and allow for automatically changing from one to the other and back at a predetermined time during the day.
- g) All prompts on the pay station must be user configurable.

4.5 Instructions to Paying Customers

- a) Instructions should be provided in both English and Spanish.
- b) Use of international symbols when and where ever possible.
- c) Instructions should be provided on the LCD screen, as well as, usage of decals and permanent signage on the pay station. Instructions should be clear and concise.
- d) Screen must maintain normal operation within 0 degrees Fahrenheit to 120 degrees Fahrenheit additionally in being located in a humid environment during the summer months where condensation can occur.

4.6 Keypad

- a) The unit must have a full numeric keypad.
- b) When a key is pressed, an audible indication must be given to provide feedback to the parker.
- c) The keypad must be vandal resistant, weather proof and corrosion resistant.
- d) The keypad must be modular and easily unplugged and removed with basic tools for easy servicing.

4.7 Coin Changer/Acceptor

- a) Coin slot shall accept all coins through a single slot.
- b) Must be capable of accepting nickels, dimes, quarters and dollars (including Susan B. dollar).
- c) Must reject all fraudulent coins and foreign coins immediately through the coin return cup.
- d) Must be of modular construction to allow for easy removal with basic tools.

4.8 Coin Compartment

- a) All denominations of coins must be held in a double-locked secured cash box.
- b) The cash box must be secured when removed from the pay station.
- c) A key must be required to open the cash box.
- d) Staff without keys must not be able to remove or open the cash box.

4.9 Credit Card Reader and Operation

- a) The credit card reader must only partially ingest card, so that the customer maintains control of the card at all times.

- b) The credit card reader must be modular and easily unplugged and removed with basic tools for easy servicing.

4.10 Power Supply

- a) The pay stations shall be battery operated. Solar power is not mandatory but will be considered.
- b) Pay stations must be equipped with an auxiliary battery backup system.
- c) Batteries must be able to be changed without use of significant tools.
- d) Minimum battery life at full charge shall not be less than 60 days.
- e) Vendor must provide warranty and detailed specifications for batteries.
- f) Unit must have a low battery indicator and be easily viewable.
- g) Low battery indicator and alarm through viewing of remote software is required.
- h) Low battery indicator sent to email, pager and/or cell phones.
- i) A separate battery must be supplied to sustain the clock, calendar, audit information and RAM in the event of a main back up system failure or during battery replacement. Unit must retain rate structure, auditing/financial data and maintenance data during battery replacement or power failure.
- j) Due to the high cost of disposal, lithium batteries are not preferred. If vendor supplies lithium batteries, vendor must dispose of used lithium batteries at their own expense.

4.11 Serviceability

- a) All circuit boards and internal components are to be environmentally sealed, high water resistant and operate in conditions of over 120 degrees Fahrenheit. Vendor shall explain how unit components are protected from moisture, dust, and other factors that might cause an operational failure of a component or the unit.
- b) The following components must be easily field inter-changeable without the use of significant tools:
 - 1. Circuit boards
 - 2. LCD display and LCD cover screen
 - 3. Coin path components (coin discriminators, etc...)
 - 4. Locks
 - 5. Keypads
 - 6. Credit card readers
 - 7. Modems/Wireless devices
 - 8. Coin vaults
 - 9. Batteries

4.12 Diagnostics

- a) Units must have built-in diagnostic software.
- b) The unit shall be able to report and send warnings for all of the following:

1. Cash box status
2. Unit out-of-order
3. Open door
4. Low battery
5. Power failure
6. Unit operational status
7. Vandalism or tampering

4.13 Data Management

- a) All data (operational & financial) must communicate with remote backend software and must be viewable 24 hours, 7 days a week.
- b) If a customer paid with a credit card, the data management software must allow City Staff to look up transaction history by credit card number and see what time, location, and parking space number or pay station the transaction was authorized, rejected or never attempted.
- c) Critical operational failure data or alarms must be transmitted to email, pager and/or cell phones immediately upon failure occurring.
- d) The unit shall be capable of wireless two-way communication to a remote communication center to transmit financial data, activity reports, and operational status of unit.
- e) Vendor shall explain in detail how their wireless two-way communication system works.
- f) All desktop software shall be Windows 2000/XP compatible. All databases shall be Windows 2000/XP compliant. The software must compile reports for revenue, maintenance, and parking space usage.
- g) The system must be able to create ad hoc reports about the on-street parking operation on a daily basis. Parking management software shall, at a minimum, have the ability to generate the following reports:
 1. Revenue by location or pay station
 2. Maintenance activity by collection area or maintenance route
 3. Maintenance activity by location or pay station
 4. Operational status by pay station
 5. Daily collection report with location numbers
 6. Date and time stamps for all operational events (failures, resets, low battery, coin jams, collections, modular component replaced, etc.)
 7. Date, time, type and amount of each transaction
- h) Software must be capable of displaying real time information of unit status and location. Status should include at a minimum any warnings or alarms, time remaining and expired spaces.

4.14 Revenue Audit Capabilities

- a) Unit shall record and store all critical financial data.
- b) Unit shall transfer financial data to remote data management software.
- c) Unit shall be accurate to within 99% of actual deposit (both coin and credit).

- d) Unit must reset to zero (0) after each collection of financial data.
- e) Resetting the meter or loss of power must not affect audit figures held in memory by the pay station.
- f) Revenue must be sorted by denomination of coin and/or type of credit card along with totals.
- g) Auditing software must be provided in bid so that actual count can be compared to audit amount values. Full reporting software must be included.

4.15 Training

- a) Vendor shall provide training on an individual basis or in a group setting as approved by the City for operation and maintenance of the pay stations.
- b) Vendor must provide a training program for technicians and staff responsible for:
 - 1. Installation, start up, and maintenance/repair of pay stations
 - 2. Coin collection
 - 3. Programming rates and parking times/restrictions through the management software
 - 4. Monitoring the equipment, generating reports and internal auditing
 - 5. Data file collection, credit card file downloading and processing, set up and maintenance of user account passwords, etc.
 - 6. Vendor must provide a thorough outline of the training content and provide training schedule for both software and hardware. The schedule shall include periodic refresher training (continual evaluation), included but not limited to, emphasis on particular areas of City's choices and upgrades of software and/or hardware.
 - 7. The vendor shall provide ten (10) copies of the operating manual in English for installation, maintenance, and use (complete with wiring diagrams and specifications) are to be provided at the time units are delivered.

4.16 Inventory of Parts

- a) Vendor must provide a complete set of spare parts for the pay stations as part of their proposal. This includes all components inside the exterior housing. Each vendor may have different set of core components or parts and not all vendors will have the same general parts. Thus at the very minimum, core parts shall be listed (battery, card reader, cash boxes, CPU, modem, etc).
- b) Vendor must provide detailed list of inventory supplies with expected life expectancy of each part in their bid.
- c) Vendor must provide a price list of all parts should there be a need to order additional items. This price list must be included in your bid with

the cost proposal as a separate attachment. Parts must be described as either proprietary or non-proprietary.

- d) Vendor must be able to provide the City with supplies, including full unit replacement if needed, within 72 hours from original request.

4.17 Customer Support & Service

- a) Vendor must provide a point of contact that is able to be reached Monday through Friday during normal operating hours (8 am to 5 pm), PST. Vendor must also provide a point of contact for after hour emergency requests.
- b) Vendor must return phone calls the same day should City need immediate assistance.
- c) Vendor must provide detailed scheduled maintenance guidelines and instructions to ensure that City is maintaining the equipment as required to insure optimal performance. Vendor must be willing to train City's parking meter technicians that will be responsible for maintaining the pay stations. The training must encompass all operational aspects of the pay stations.
- d) The vendor guarantees, for a period of two (2) years from the date of installation to repair and/or replace any part or modular component determined to be defective in material or workmanship under normal use and service at no additional cost to the City. The vendor shall also provide the City with any new software releases for a period of two (2) years at no charge.

4.18 Marketing

- a) The vendor must include a marketing or campaign plan that shall provide the public with a smooth transition to the pay stations. The marketing campaign plan is subject to approval from the City and shall include:
 - 1. Pamphlet information on "How to" use the pay stations
 - 2. Survey forms allowing customers to give direct feedback to the City
- b) The City will specify color, logos and printed instructions at a later date.

4.19 Installation

- a) The City shall identify locations for pay stations.
- b) Vendor to assist with identifying locations for pay station signage. All costs for space markings and sign creation will be paid by the City and are not included as part of this RFP.
- c) Pay stations will be installed predominantly on sidewalks. Full installation will be completed by the vendor including activation of the units.

4.20 Unit Programming

- a) The unit is to be fully programmable. Field programming is to be accomplished by City Staff using any of the following for all parameter changes:
 - 1. EPROM replacement
 - 2. Wireless two-way transmission
 - 3. Laptop using a standard serial port and Microsoft Windows interface
 - 4. All remote programming must be allowed using standard communication protocol

4.21 Optional Features & Accessories

- a) The following optional features/accessories (with cost) shall be included in vendor's proposal:
 - 1. Pay stations shall have the capability to have the parking times reset to zero (0) when parked vehicles leave a parking space so that the next vehicle will not be able to "piggyback" off the previous paid time. If necessary, sensors shall be installed onto the street surface rather than drilled into the ground.
 - 2. The City shall purchase one (1) wireless handheld citation device to allow City enforcement staff to download information regarding parking space times directly from they pay station to the handheld.
 - 3. Paper bill acceptor/collector
 - 4. Payment option via cash keys or Smartcards
- b) Please describe in detail any additional features or services that can be included with your pay stations that would benefit the City. If additional features require additional costs, please disclose all associated costs. The City shall consider these additional features as optional.

SECTION 5-PROPOSAL FORMAT & CONTENT

Vendors desiring to respond to this Request for Proposal (RFP) shall submit their proposal in sufficient detail to allow for a thorough evaluation and comparative analysis. Proposals containing irrelevant material or an abundance of excessively vague language may be penalized in the screening process. The City reserves the right to reject all proposals and no cost will be reimbursed for the preparation of the proposals. Proposals received shall include the following information:

1. Title Page

The title page shall at a minimum show the vendor's name and RFP title.

2. Cover Letter/Letter of Introduction

The cover letter shall introduce the single vendor and establish the vendor's interest in providing pay stations in the City. Present a summary of the proposal and the vendor's understanding of the project and identify what the vendor believes to be the key project issues stressing the vendor's approach to the scope of work.

3. Project Approach

Submit a description of your understanding of the project and services to be provided. Include a work plan. Discuss any substantive or innovative ideas.

4. Project Staffing

Identify the person(s) to be designated project manager and a detailed summary of his/her background. The City expects that the project manager shall be available by telephone on all occasions for discussion with City Staff, and shall be locally available for meetings in person on short notice. Submit the names and qualifications of other key personnel that will be assigned to this project. If you propose to sub-contract any portion of your work, then identify which tasks will be assigned to sub contractors.

5. Vendor Qualifications and Project Experience

The City is particularly interested in selecting a vendor that has extensive experience in installing and implementing pay-by-space pay stations for municipal agencies, especially in the State of California. A minimum of three (3) years of experience is required. Discuss the overall capabilities of the company. Include a brief description of the company's history and recent relevant experience (within the last three years).

6. References

The vendor shall submit at least three (3) references for whom similar or comparable services have been performed. Include the name; along with the current mailing address and telephone number of a point of contact for that reference.

7. Cost Proposal

Vendors are required to submit a cost proposal fee schedule which shall be valid for one year after signing contract agreement with City. In addition, the inventory price list must also be included in the proposal. Cost proposal shall include at the minimum: unit price for each pay station, installation costs, spare parts cost, training cost, marketing cost, monthly/annual fees, optional features/accessories and other applicable cost.

8. Claim History

Provide information of any legal judgments or claim settlements against your firm and any individual proposed to work on this project in the past five (5) years, with an explanation of their disposition. Provide information of any claims your firm and any individual has had in the past 5 years against any public or private entity for whom it provided service, with an explanation of their disposition.

9. Proof of the Following Minimum Insurance Coverage

See Exhibit "B" (Standard Form Contract) & Exhibit "C" (Insurance Requirements)

SECTION 6-SELECTION PROCESS

The City reserves the right to enter into an agreement with any vendor based on the initial proposal. Vendors will be evaluated on their qualifications, experience with similar projects, and their availability. Evaluation of vendors will also include the following criteria:

- Responsiveness and comprehensiveness of proposal to RFP
- System capabilities
- Customer service delivery and technical support
- Qualifications of vendor
- Qualifications of sub-contractors
- Qualification of management staff
- Cost proposal
- Interview evaluation (if necessary)
- Information obtained from references

This RFP does not commit the City of Culver City to pay any cost incurred in the preparation of a response or to procure or contract for services or supplies. The City reserves the right to accept or reject, or to modify or cancel, in part, or in its entirety, this RFP and any or all proposals. The City also reserves the right to issue supplementary information or guidelines relating to the RFP during the proposal preparation period.

All proposals must be submitted according to the specifications set forth in this RFP. Failure to adhere to these specifications may be cause for rejection of the proposals. Any corrections or resubmissions done by the vendors or their authorized representatives will not extend the submittal period. Once submitted, proposals, including the composition of the vendor's staff, cannot be altered without prior written consent of the City. All data documents, and other products used or developed during the study will remain in the public domain upon completion of the project. Similarly, all responses to this RFP shall become the property of the City of Culver City and will be retained or disposed of accordingly.

The City reserves the right to reject any and all proposals. Results of the proposal review process will be utilized to establish a preliminary ranking of the proposers. The City may interview the top ranked candidates and may negotiate the fee and scope of work. If an agreement can not be reached with the top candidate, negotiations with subsequent candidates will be undertaken until an agreement is reached.

SECTION 7-CONTACT INFORMATION

Proposals shall be delivered in one (1) original and two (2) photocopies in an envelope marked "City of Culver City Pay-by-Space Parking Pay Stations" to the contact person indicated below by no later than **January 8, 2009 at 3:00 p.m.**

Eric Mirzaian
Sr. Management Analyst
Public Works Department
9505 W. Jefferson Blvd
Culver City, CA 90232
Tel: 310-253-6410
Fax: 310-253-6430
Email: eric.mirzaian@culvercity.org

EXHIBIT A-PROJECT MAP

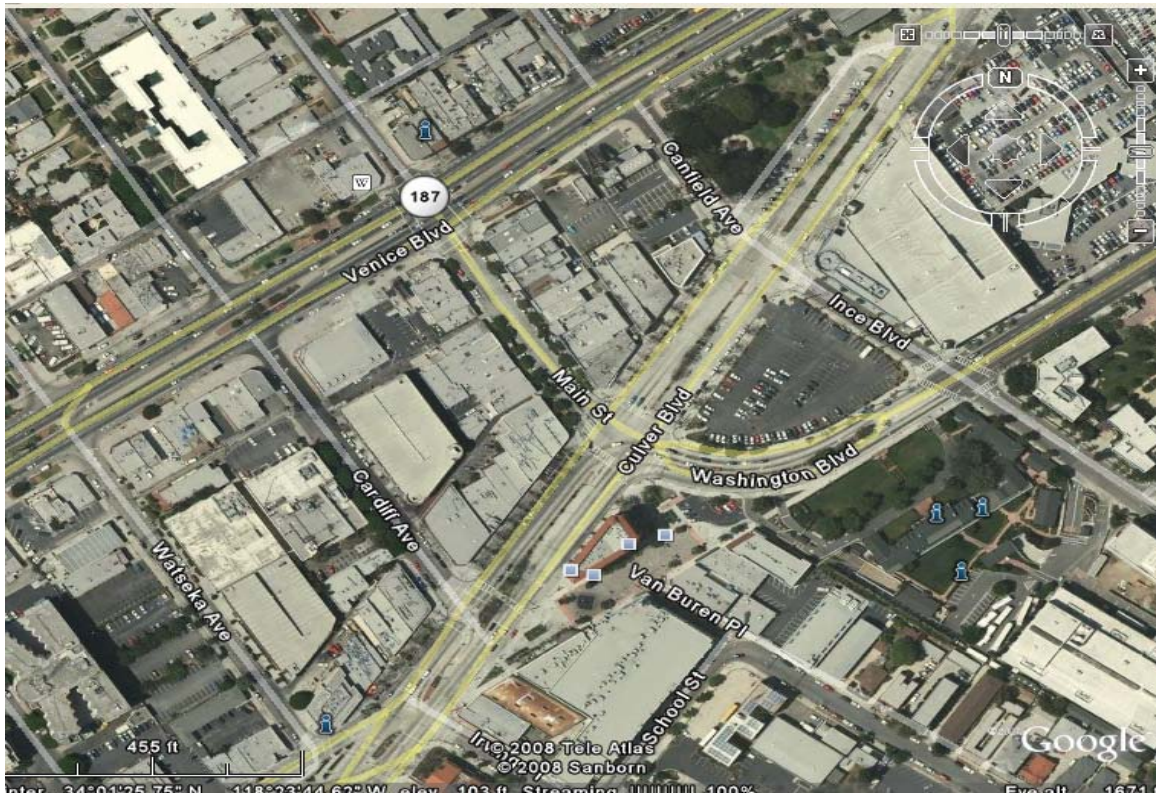
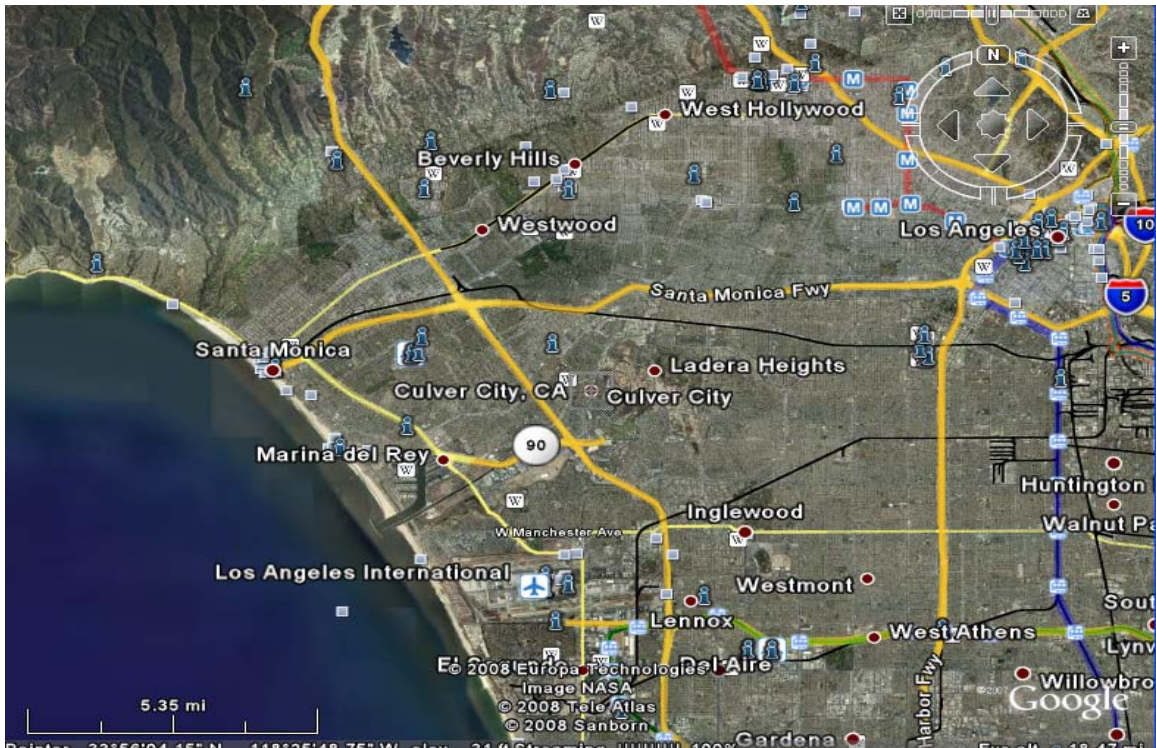


EXHIBIT B-STANDARD FORM CONTRACT

CITY OF CULVER CITY

STANDARD FORM CONTRACT

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 _____, hereinafter referred to as "Consultant."

1. CONSULTANT'S SERVICES. Consultant agrees to perform, during the term of this Agreement, the tasks, obligations, and services set forth in the "Scope of Service" attached to and incorporated into this Agreement as Exhibit "A."
2. TERM OF AGREEMENT. The term of this Agreement shall be from the effective date pursuant to Paragraph 27 of this Agreement and shall end upon **(DATE CERTAIN OR SATISFACTORY COMPLETION OF THE WORK, AS REASONABLY DETERMINED BY CITY'S _____.)**
3. PAYMENT FOR SERVICES. City shall pay for the services performed by Consultant pursuant to the terms of this Agreement, the compensation set forth in the "Schedule of Compensation" attached to and incorporated into this Agreement as Exhibit "B." The compensation shall be paid at the time and manner set forth in said Exhibit "B."
4. TIME FOR PERFORMANCE. Consultant shall not perform any work under this Agreement until (a) Consultant furnishes proof of insurance as required under Paragraph 7 of this Agreement; and, (b) City gives Consultant a written and signed Notice to Proceed.
5. DESIGNATED REPRESENTATIVE(S). _____ shall be the designated Consultant Representative, and shall be responsible for job performance, negotiations, contractual matters, and coordination with the City. Consultant Representative shall actually perform, or provide immediate supervision of Consultant's performance of, the Scope of Service.
6. HOLD HARMLESS. To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend (at CONTRACTOR's sole expense, with legal counsel approved by CITY) and hold harmless the City of Culver 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 CONTRACTOR's or its employees or agent's wrongful or negligent acts, errors or omissions related to this Agreement. This indemnification includes, but is not limited to, tort liability to a third person for bodily injury and property damage.

CONTRACTOR agrees that this obligation to indemnify, defend and hold harmless extends to liability and/or claims arising from INDEMNITEES' active or passive negligence.

Notwithstanding the foregoing, nothing herein shall be construed to require CONTRACTOR 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 CITY to CONTRACTOR of a claim within the potential scope of this indemnification provision, and exists regardless of any determination of the ultimate liability of CONTRACTOR, CITY or any INDEMNITEE.

7. INSURANCE. Without limiting its obligations pursuant to Section 6 of this Agreement, Contractor shall produce and maintain, at Contractor'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 CONSULTANT STATUS. City and Consultant agree that Consultant, in performing the services herein specified, shall act as an independent Consultant and shall have control of all work and the manner in which it is performed. Consultant shall be free to contract for similar service to be performed for other employers while under contract with City. Consultant is not an agent or employee of City, and is not entitled to participate in any pension plan, insurance, bonus, worker's compensation or similar benefits City provides for its employees. Consultant shall be responsible to pay and hold City harmless from any and all payroll and other taxes and interest thereon and penalties therefore 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 therefore. Consultant may retain copies of such products. All written documents shall be provided to City in digital and in hard copy form.
13. NOTICES. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:
- To City: City of Culver City
 Attention: _____
 9770 Culver Boulevard
 Culver City, CA 90232-0507
- To Consultant: _____

14. TAXPAYER IDENTIFICATION NUMBER. Consultant shall provide City with a complete Request for Taxpayer Identification Number ("TIN") and Certification, Form W-9, as issued by the Internal Revenue Service.
15. PERMITS AND LICENSES. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in

connection with the performance of services under this Agreement including, but not limited to, a Culver City business tax certificate.

16. APPLICABLE LAWS, CODES AND REGULATIONS. Consultant shall perform all work in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over such work. Consultant agrees to comply with prevailing wage requirements as specified in the California Labor Code, Sections 1770, et seq.
17. PURCHASES OF SUPPLIES AND MATERIALS WITHIN CULVER CITY. For work performed, Consultant agrees to seek bids for supplies and materials from businesses located within the City of Culver City, with the intent to make purchases from these businesses if such purchases can be made at competitive prices.
18. RIGHT TO UTILIZE OTHERS. City reserves the right to utilize others to perform work similar to the services provided hereunder.
19. MODIFICATION OF AGREEMENT. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties hereto.
20. WAIVER. If at any time one party shall waive any term, provision or condition of this Agreement, either before or after any breach thereof, no party shall thereafter be deemed to have consented to any future failure of full performance hereunder.
21. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.
22. RIGHT TO TERMINATE. City may terminate this Agreement at any time, with or without cause, in its sole discretion, with thirty-days' (30-days') written notice.
23. EFFECT OF TERMINATION. Upon termination as stated in Paragraph 22 of this Agreement, City shall be liable to Consultant only for work satisfactorily performed by Consultant up to and including the date of termination of this Agreement, unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant shall be entitled to payment for work satisfactorily completed to date, based on a proration of the monthly fees set forth in Exhibit "B" attached hereto. Such payment will be subject to City's receipt of a close-out billing.
24. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. If litigation arises out of this Agreement, then venue shall be in the Superior Court of Los Angeles County.
25. LITIGATION FEES. If litigation arises out of this Agreement for the performance thereof, then the court shall award costs and expenses, including attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and attorney's fees paid or incurred in good faith.
26. INTEGRATED AGREEMENT. This Agreement represents the entire Agreement between City and Consultant regarding the subject matter hereof, and all preliminary negotiations and agreements are deemed a part of this Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement, and any subsequent successors and assigns.
27. EFFECTIVE DATE. The effective date of this Agreement is the date it is signed on behalf of City, and shall remain in full force and effect until amended or terminated; provided, that the indemnification and hold harmless provisions shall survive the termination.

NAME OF CONSULTANT, TYPE

Dated: _____

By _____

Its _____

Dated: _____

By _____

Its _____

CITY OF CULVER CITY, CALIFORNIA

Dated: _____

By _____
Jerry Fulwood
City Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

NAME
TITLE

Carol A. Schwab
City Attorney

APPROVED AS TO FINANCING:

APPROVED AS TO BUSINESS
TAX

CERTIFICATE: _____
Jeff Muir
Chief Financial Officer

Treasury Division

EXHIBIT C-INSURANCE REQUIREMENTS

CITY OF CULVER CITY AGREEMENT

WITH: _____

FOR: _____

INSURANCE REQUIREMENTS

A. Policy Requirements.

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

1. An occurrence based Comprehensive 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 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. The Policy shall not exclude coverage for Completed Operations Hazards or Athletic or Sports Participants; 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. 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.
 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. 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 Consultant employees working within the City limits.

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.